

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO CONTRACT WITH TAC COMPUTER INC.
FOR HARDWARE AND COMPUTER NETWORK SERVICE AND SUPPORT
IN THE AMOUNT OF \$13,388.40 FOR CALENDAR YEAR 2023**

WHEREAS, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to engage a professional company to provide service and support for the equipment associated with the Village Police Department's Records Management System; and

WHEREAS, TAC Computer Inc. currently manages and supports the Mayfield Village Police Department Records Management System; and

WHEREAS, the Village Police Chief recommends that the Village Council enter into contract with TAC Computer Inc. for service and support of the equipment associated with the Village Police Department's Records Management System.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts and approves the proposal of TAC Computer Inc. in the amount of \$13,388.40 for calendar year 2023 to perform service and support of the equipment associated with the Village Police Department's Records Management System.

SECTION 2. The Council of Mayfield Village does hereby direct the Mayor and President of Council to enter into contract with TAC Computer Inc., a copy of which is attached hereto and incorporated herein as Exhibit "A."

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary services and support for the technology equipment utilized by the Mayfield Village Police Department to provide protection of the residents of Mayfield Village. It shall, therefore, take effect immediately upon the passage

by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2023

Second Reading: _____, 2023

Third Reading: _____, 2023

PASSED: _____, 2023

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ.
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2023 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Mayfield Village Police Department.

Mayfield Village Police Department
620 Som Center Road
Mayfield Village, OH 44143

Effective: 1/1/2023

QTY	Description	ITEMS COVERED	Total
1	Police Records System	766.36	766.36
1	TAC MDT's System	339.59	339.59
1	TAC Paging	9.75	9.75
1	OH-1 Submission	306.85	306.85
1	MS Server/Network Support	157.50	157.50
1	HP Server Hardware Support	73.50	73.50
1	Watchguard Firewall	21.00	21.00
1	Cisco Network Switch	26.25	26.25
14	PCs (<i>Printer's are not included</i>)	15.75	220.50
Monthly Total			\$1,921.31
1	Emergency Report Interface	471.74	471.74
Annual Total			\$471.74

Please check desired billing frequency:

Monthly Quarterly Semi-Annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer:

By: Thomas W. Craven Date 11/22/2022 Name _____

Customer's P.O. # _____ By: Brenda T. Bodnar

TAX Exempt. # _____ Title: Mayor

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

- A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.
- B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of January 1, 2023 through December 31, 2023. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.

ARTICLE 7 – SOFTWARE COPYRIGHT and RESTRICTIONS

TAC represents and warrants it has all necessary licenses required for the system, and Municipality shall not nor allow other parties:

- Modify or merge any portion of System, in whole or in part, without prior written consent of TAC. Any modification or merged portion of System (whether or not authorized) shall be subject to license deemed a derivative work owned by TAC.
- Reverse assemble or reverse compile the System, in whole or in part. The municipality recognizes that the source code for the System comprises highly valuable trade secrets of TAC and TAC desires to prevent disclosure to any third party.
- Use, copy, sub-license, lend, lease or otherwise transfer or permit use of any of the System (or related documentation), or any copy, modification or merged portion, in whole or in part, except as expressly provided by written agreement.

HARDWARE/NETWORK SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall perform the following services on the equipment and at the places ("Premises") as described on the front side of this form.

- a. Remedial maintenance service required to restore the equipment to satisfactory working condition.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish required replacement parts to the customer at no additional cost. The following items are excluded from coverage: supplies, accessories, consumable, ribbons, laser toner/drums and components damaged by negligence or spilled liquids. If parts become unavailable TAC will provide equivalent parts or components. All old and or defective parts replaced during maintenance activities will become the property of TAC Computer Inc. Application software support is not included with a hardware service agreement.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of January 1, 2023 through December 31, 2023. This agreement replaces and supersedes all previous agreements.

ARTICLE 6 – RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30 days will incur a \$10.00 fee.