



# MAYFIELD VILLAGE

MAYOR BRENDA T. BODNAR  
mayfieldvillage.com

**POLICE DEPARTMENT**

Paul Matias, Chief  
620 SOM Center Road  
Mayfield Village, OH 44143  
440.461.1234 • Fax: 440.461.4846  
pmatias@mayfieldvillage.com

TO: Council President Schutt and Members of Council

FROM: Chief Paul Matias

DATE: January 5<sup>th</sup>, 2024

SUBJ: TAC Renewals

TAC Computer Inc. is the company that currently manages and supports the Police Department Records Management System (RMS). This system manages all police records including incident reports, calls for service, and all dispatch logs. The 2024 renewal for these services is \$13,643.52.

TAC Computer Inc. also provides service and support contract for the equipment associated with the RMS. This equipment includes a server, firewall, and approximately 14 computers used by Police and Dispatch staff on a daily basis as part of our normal operations. It is critical having reliable, trained personnel manage our entire RMS system including the network and equipment. The 2024 renewal for these services is \$5,700.00

I request Council approve the agreement with TAC Computer Inc. CAD Services for \$13,643.52 and Hardware/Network Service for \$5700.00.

Respectfully,

Chief Paul Matias

**FLAT RATE SERVICE AGREEMENT**

This agreement is made on the thirteenth (13) day of November 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: 01/01/2024

		ITEMS COVERED	
QTY	Description		Total
1	Police Records System	780.96	780.96
1	TAC MDT Support	346.06	346.06
1	TAC Paging	9.94	9.94
	<b>Monthly Total software</b>		<b>\$1136.96</b>
1	MS Server/Network Support	150.00	150.00
1	HP Server Hardware Support	70.00	70.00
1	Watchguard Firewall	20.00	20.00
1	Cisco Network Switch	25.00	25.00
14	PCs ( <i>Printer's are not included</i> )	15.00	210.00
	<b>Total Computer and network support</b>		<b>\$475.00</b>

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 Brown Date 11/13/2023 Name \_\_\_\_\_

Customer's P.O. # \_\_\_\_\_ By: \_\_\_\_\_

TAX Exempt. # \_\_\_\_\_ Title: \_\_\_\_\_

## **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 the current version of the 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 \$150.00 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, 2024 through December 31, 2024. 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 assembled 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.

## **Article 8 LEADS – NCIC access**

Access to and use of criminal history record information and other sensitive information maintained in OHIO and FBI-managed criminal justice information systems by TAC are subject to the following restrictions:

- a. Limited to employees of the private sector (TAC) to properly perform Services. Service Provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.
- b. Violation of CJIS Security Policy Appendix H Security Addendum would cause concern to terminate the Agreement between both parties.
- c. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as it fully appears herein.

## **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's 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, 2024 through December 31, 2024 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.