

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 186

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AGREEMENTS WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2014 AND FOR 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has previously entered into an agreement with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department and Fire Department; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and now also the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it is immediately necessary to enter into further agreements with TAC Computer, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it is immediately necessary to enter into agreements, without public bidding, with TAC Computer, Inc. in order for the Strongsville Police Department, the City's Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

Section 2. That for the reasons aforesaid, Council hereby ratifies, authorizes and directs the Mayor to enter into Agreements, without public bidding, with TAC Computer, Inc., in amounts not to exceed \$9,752.37 for the remainder of 2014, commencing October 1, 2014, and not to exceed \$42,192.00 for the year 2015, copies

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 186

Page 2

of which Agreements are attached hereto as Exhibits A and B, respectively, and incorporated herein as if fully rewritten, but subject to finalization in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated for 2014 and shall be paid from the General Fund for 2014 and 2015.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid agreements in order for the Strongsville Police Department, the City's new Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Michael Daymut
President of Council

Approved: Thomas B. Berier
Mayor

Date Passed: November 3, 2014

Date Approved: November 4, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
Clerk of Council

ORD. No. 2014-186 Amended: _____
 1st Rdg. 10-06-14 Ref: PS & H
 2nd Rdg. 10-20-14 Ref: PS & H
 3rd Rdg. 11-3-14 Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 11-3-14 Defeated: _____



7603 First Place B10 Oakwood, Ohio 44146
Phone 440-232-2555 Fax 440-232-3979
Email tom@taccomputer.com

September 16, 2014

Oren Youngstein
13213 Pearl Rd.
Strongsville, OH 44136

Dear Sir:

This is the estimated cost for the TAC multi agency CAD / RMS system and hosted MDT, OLEN, 911 mapping and public report access for the City of Strongsville. All systems are proprietary to TAC Computer Inc. and cannot be supported by any other company.

Support and services Oct, Nov, Dec 2014	\$9,752.37
Support and services 2015	\$42,192.00

Sincerely;

A handwritten signature in cursive script that reads 'Thomas W. Craven'.

Thomas W. Craven
TAC Computer Inc.

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2014 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 Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2014

		ITEMS COVERED	
QTY	Description		Total
1	Computer Aided Dispatch/Police Records	737.00	737.00
1	LEADS Connectivity Support	70.00	70.00
1	TAC CAD to FH Interface	50.00	50.00
1	911 Mapping Server		
3	911 Mapping	31.25	93.75
8	Mobile Mapping	8.13	65.04
4	Fire MDT	15.00	60.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total **\$9,752.37**

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: CITY OF STRONGSVILLE

By: Thomas W. Craven Date _____

Name: Thomas P. Perciak

Customer's P.O. # _____

By: Thomas P. Perciak

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 ~~36~~¹⁵ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.


TPP

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 30days will incur a \$10.00 fee.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

FLAT RATE SERVICE AGREEMENT

This agreement is made the seventeenth day of September, 2014 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 Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2015

ITEMS COVERED

QTY	Description	Month Total	
1	Multi-agency Computer Aided Dispatch/Police Records	937.00	937.00
1	LEADS Connectivity Support	70.00	70.00
1	TAC CAD to FH Interface	50.00	50.00
1	911 Mapping Server		
5	911 Mapping	32.00	160.00
8	Mobile Mapping	8.00	64.00
4	Fire MDT	15.00	60.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total **\$10,548.00**

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: CITY OF STRONGSVILLE

By: Thomas W. Brown Date: _____

Name: Thomas P. Perciak

Customer's P.O. # _____

By: Thomas P. Perciak

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 ~~36~~¹⁵ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.



TPP

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.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

RE: TAC COMPUTER, INC. SOFTWARE SERVICE AGREEMENT

ADDENDUM TO SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS
BETWEEN
THE CITY OF STRONGSVILLE ("CITY" OR "CUSTOMER") AND
TAC COMPUTER, INC. ("CONSULTANT")

1. **SUPPLEMENTAL FORMS.** The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Equal Opportunity Requirements
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Declaration and Representation (ORC §9.24)
Certification and Representation (ORC §3517.13, as amended)
PERS Independent Contractor Acknowledgment

2. **INSURANCE.** Consultant shall maintain throughout the duration of this Agreement insurance in the following amounts:

- (a) Worker's Compensation and Employer's Liability
 - Worker's Compensation Statutory
 - Employer's Liability \$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability including environmental coverage, (naming the City as additional insured)
 - \$1,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 product/completed operations per occurrence
 - \$1,000,000 personal injury/advertising liability
- (d) Umbrella/Excess Liability
 - \$2,000,000 per occurrence
 - \$2,000,000 annual aggregate
 - \$2,000,000 products aggregate
- (e) Professional Liability Insurance or errors and omissions insurance in an amount of \$1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the contract.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Customer. Certificates of Insurance showing such coverage to be in force shall be filed with the City

through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

4. POWERS OF THE CUSTOMER. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Customer, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

6. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:

Director of Communication & Technology
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:

Thomas W. Craven
TAC Computer, Inc.
7603 First Place B10
Oakwood, Ohio 44146

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

9. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

12. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Flat Rate Service Agreements for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

"CITY"/"CUSTOMER"
CITY OF STRONGSVILLE

"CONSULTANT"
TAC COMPUTER, INC.

By: Thomas P. Perciak
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas W. Craven
Typed Name/Title

Nov. 4, 2014
Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

November 5, 2014
Date

Joseph K. Dubovec
Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 4th day of November, 2014.

Kenneth A. Kraus
Kenneth A. Kraus, Law Director

CITY OF STRONGSVILLE
EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

**CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

CONTRACTOR/BIDDER

By: _____

Title: _____

Date: _____

STATE OF _____)
) SS:
 COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__.

 Notary Public