

RESOLUTION NO. 2019-50
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO CONTRACT WITH TAC
COMPUTER INC. FOR HARDWARE AND COMPUTER NETWORK SERVICE AND
SUPPORT IN THE AMOUNT OF \$475.00 PER MONTH FOR 18 MONTHS**

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 \$475 per month for 18 months 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. attached hereto 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 meeting 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.


AL MEYERS

JOSEPH M. SAPONARO
Council President Pro Tem

First Reading: August 19, 2019

Second Reading: _____, 2019

Third Reading: _____, 2019

PASSED: August 19, 2019



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: 

MARY E. BETSA,
Clerk of Council

EXHIBIT A

4FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of May, 2019 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
Wilson Mills Road
Mayfield Village, OH 44143

Effective 5/1/2019

ITEMS COVERED

QTY	Description	Monthly	Total
1	MS Server / Network Support	150.00	150.00
1	HP Server Hardware Support	70.00	70.00
1	Watchguard Fire Wall	20.00	20.00
1	Cisco Network Switch	25.00	25.00
14	PCs	15.00	210.00
	Printers are not included		
	Monthly Total		\$475.00
	12 Month Total		\$5700.00

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:

By: Thomas W Brown Date 05/01/2019

Name: Brenda Bodran

Customer's P.O. # 62575

By: Mayfield Village

TAX Exempt. # 34-6001844

Title: Mayor

[Signature]
Joseph M. Saponaro
President of Council, Mayfield Village

Approved as to Form:
[Signature]
Anthony J. Coyne
Law Director, Mayfield Village

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 18 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.

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.