

MAINTENANCE LEASE / AGREEMENT

THIS AGREEMENT, made and entered into at Parma, Ohio, this 18th day of January 2021, by and between TAC Computer, Inc., an Ohio Corporation, 7603 First Place, #B-10, Oakwood Village, Ohio, 44146 (hereinafter "TAC"), and the City of Parma, Ohio, a municipal corporation, (hereinafter referred to as "Parma");

WHEREAS, Parma operates a Regional Dispatch Center that provides dispatching services to Parma and Parma Heights.

WHEREAS, Parma is desirous of Lease and support the TAC CAD, jail management, mobile data systems, and RMS systems;

WHEREAS, TAC has previously agreed to supply software and technical support for Parma's CAD/Police Records/Jail Management and mobile data systems;

WHEREAS, because both parties have legitimate concerns for public safety, TAC has agreed to provide a smooth conversion of Parma's current system to the TAC system without a disruption in service and to support and maintain Parma's police, fire and dispatch information technology needs;

NOW, THEREFORE, it is understood and agreed by and between the parties hereto as follows:

1. Parma shall pay TAC a sum of \$51,084.00 per annum and TAC shall provide Parma with the complete technical support for the TAC Enterprise Public Safety System—see Exhibit "A" for details of included modules and features. Parma shall make initial quarterly payment of twelve thousand seven hundred and seventy - one dollars (\$12,771.00).



2. **Restrictions**

This License does not permit, and Parma shall not:

- (a) Modify or merge any Software Products, in whole or in part, without prior written consent of TAC, provided, however, that any modification or merged portion of a Software Product (whether or not authorized) shall be subject to this License and deemed a derivative work owned by TAC;
- (b) Reverse assemble or reverse compile any Software Product, in whole or in part. Parma recognizes that the source code for a Software Product comprises highly valuable trade secrets of TAC and the TAC desire to prevent its disclosure to Parma or any other third party; or,
- (c) Use, copy, sub-license, lend, lease or otherwise transfer or permit use of any Software Product (or any related documentation), or any copy, modification or merged portion, in whole or in part, except as expressly provided in this License.

3. **Source Code Escrow**

TAC shall place a copy of their most recent product in escrow with a third-party escrow agent mutually acceptable to both TAC and Parma, in the event of company failure. The software shall be held in escrow by the Agent until the earliest of the following events: (A) a petition in bankruptcy, or an assignment for the benefit of creditors of TAC is filed by TAC, or a third party against TAC and is not dismissed within 30 days of filing, (B) a cessation of normal business operations by TAC during the term of this Agreement, and (C) a refusal by TAC or its successor to provide the Software maintenance and support services required of it under this contract and/or its program license agreement with Parma, which refusal has been preceded by a notice in writing to TAC that its continued default would cause Parma to invoke its rights under this agreement seven (7) days after the date of said notice.

4. **Customer Responsibility**

Parma shall make all of its facilities available and cooperate with TAC to ensure that TAC can install all of its software, transition from Parma's current system, and provide Parma with complete technical maintenance and support.

Parma has selected the software products based on the expertise and advice of TAC. TAC shall advise Parma if said software is inadequate to meet Parma's needs. TAC shall work with Parma to:

- (a) Ensure proper hardware and software configuration, installation and operating methods;
- (b) Minimize the effects of technical errors, user errors, and external conditions that may adversely affect dispatch operations and the public safety and,
- (c) Establish adequate backup plans including implementing sufficient procedures for data loss protection, restart and recovery in the event of a malfunction.

5. **Limited Warranty**

TAC warrants that the software and services provided shall allow Parma to perform any and all of the Operations stated in Exhibit A of this Agreement for the duration of this agreement. TAC does not guarantee that the applications will operate error free. TAC will take all steps necessary to correct any abnormal system functionality.

6. **Service and Support**

Telephone Support shall constitute TAC's reasonable efforts to provide, by telephone consultation and assistance, for the operational use of a Software Product to Parma's qualified personnel properly trained in the operation and use of such Software Product.

Remote Maintenance Support shall constitute TAC's reasonable efforts to correct or by-pass programming logic errors which Parma reports to TAC in reasonable detail and/or is able to demonstrate on-site. Remote Maintenance Support shall

also mean situations where TAC is able to recreate at its place of business that the Software Product is in error. "Error" shall mean a significant deviation from operational expectations. In the event the error cannot be rectified remotely, TAC will then provide on-site maintenance/service within four (4) hours.

Emergency Support is included 24 hours a day and 7 days a week and includes only those serious calls that impact public safety or the ability of the dispatchers to process emergency calls. In the event of an emergency that cannot be remedied by telephone or by remote computer access, TAC will provide on-site emergency service within two (2) hours.

7. **Service Hours**

TAC will supply both standard support as well as extended emergency support as a service that is included in this contract. Standard support is for incidents that occur Monday through Friday from 8:00 AM to 5:00 PM and includes all varieties of service calls. Emergency Support—for those calls that effect public safety—shall be addressed 24/7.

8. **Insurance**

TAC shall carry errors and omissions insurance in the amount of one million dollars (\$1,000,000.00) and Parma shall be named as an additional insured. TAC's damages to Parma shall be limited to the policy limits of the policy. The policy of insurance shall be delivered to Parma upon execution of this contract and thereafter on an annual basis.

9. **Duration of contract**

The contract will commence May 1, 2021 and subject to approval of Parma City Council. The contract will extend until April 31, 2024. Upon the expiration of the contract period, the contract will automatically renew for additional two-year periods. Either party may terminate the automatic renewal by giving one hundred twenty (120) days written notice to the other party.

This Agreement constitutes the entire understanding between the parties and there shall be no additions or modifications thereof except those approved in writing and signed by the parties subject to approval by ordinance as required by law.

IN WITNESS WHEREOF, the parties hereunto affixed their signatures, the City of Parma and TAC Computer, Inc., by its duly authorized representative, and of the day and year first above written.

CITY OF PARMA, OHIO

TAC COMPUTER, INC.

Thomas A. Crowe

By:

By:

Title

President

Title

CERTIFICATION WILL BE PROVIDED BY THE FINANCE DEPARTMENT.

Exhibit "A" **Major Features**

Major TAC Public Safety Features included in this agreement.

General:

- CAD, RMS, and Jail functions are combined into a single application access from a common menu.
- A single system login grants rights to CAD, RMS, JMS and LEADS.
- The single login provides Read, Save, Delete and Admin rights to each module within the application.

CAD Features:

- CAD supports dispatching Police, Fire and EMS units on the same call.
- CAD can recommend fire units based on type of call and available units.
- CAD can automatically busy fire units based on available man power.
- LEADS access from within CAD utilizing single login.
- LEADS data can be imported into master name record with one button.
- LEADS BMV Photo can be imported into Master Name by pressing one button.
- Dispatcher can chat with MDT from within CAD.
- 911 Interface that imports ALI data from PSAP controller including cellular LAT, LON confidence level.
- CAD supports traffic stops.
- LEADS can be queried by SSN, OLN or plate by pressing a single button from traffic stop screen without data re-entry.

Records management modules/features:

- Alarms including automatic false alarm billing

- Animal Complaint tracking
- Arrest
- Incident Reports includes Names, Property, Vehicles, supplements, Photos, and Scanned documents
- Bike registration
- Business Directory
- Bulletin Board
- CASE Management
- Citation
- Court interface
- Electronic Citations
- Gun owner registration
- Included modules
- Master Name/Field contacts
- Missing Persons
- Parking citations
- Parking permissions
- Permits
- Property/Evidence tracking
- Receipts
- Residence
- Special attentions/Alerts
- Towed Vehicles

- Repossessed Vehicles
- Written Warnings
- Warrants
- Personnel Records
- Department Property/Equipment
- Incident Reports have audit trail that tracks all changes to reports including date, time, user, and workstation.
- Property/Evidence Bar Coding
- Relational system, no duplicate data entry, for example: a booking record automatically links to an incident report without re-entering person.
- Bar Coding supports scanning items to storage location.
- Bar coding automatically develops chain of custody.
- Supports completion of Ohio OH1 including drawings.
- RMS can generate and print UCR reports.
- RMS can generate OIBRS data for submission to the State of Ohio.
- RMS Queries allow data to directly format in Excel for enhanced reports and charts.
- System supports scanning documents and attaching to incident reports.
- Ability to print Incident and Ohio OH1 accident reports directly to PDF, no third party software required.
- OLLEISN Level 1 and Level 11 certified.
- Optional, WEB posting of Incident and Accident reports for public access.
- System supports photo line-ups based on booking photos.

Integrated Data/Report Sharing:

- Incident reports including text of reports can be shared with other County agencies.
- Shared reports can be queried by property fields.
- Shared reports can be queried by person involved.
- Shared reports can be queried by Arrested person involved.
- Other agencies entire report can be accessed in station and in vehicle.
- Shared persons photos can be selected by selecting games, ages, SSN, OLN, sex, height, weight, hair, and eyes.

Jail management:

- Supports complete electronic booking
- Inmate property
- Medical questionnaires
- Electronic photos captures from composite video feed, WEB Cam or digital camera.
- Tracks and schedules inmates events
- Jail management tracks inmate visitors
- Live Scan Interface is included
- Medical Logs
- Telephone Log
- Visitor Log
- Jail Checks
- Meal Log

- Inmates keep separate

Mapping:

- 911 Mapping that can map cellular call location.
- 911 Mapping that can map calls from wired phone numbers.
- 911 and crime/event mapping
- Capability of mapping statistical data from CAD and RMS.
- Ability to play back vehicle tracking for a minimum of 60 days.
- Ability to query Incident reports from shared agencies and map results.

MDTs:

- Vendor has their own ORI and LEADS connection.
- Vendor can host MDTs with LEADS access.
- Vendor employees are all LEADS certified operators or higher.
- MDTs enforce 60 day mandatory password change.
- MDTs enforce LEADS required password requirements.
- MDTs can print to in-station printer including photos.
- Mobile terminals can real time chat vehicle to vehicle and dispatch.
- MDT can real time chat with other agencies.
- Real time chat can be sent to multiple or all MDTs at the agency.
- LEADS queries automatically display history on contacts with person and vehicles with other agencies.
- A single query on MDT retrieves LEADS text and photos of subject queried.
- LEADS results including photos can be parsed and displayed in a form.

- Mobile data terminals have imbedded (not third party) advanced authentication.
- MDTs have electronic field reporting including incidents, OH1, and field contacts.
- MDT can pull existing reports from server.
- Mobile electronic citations
- LEADS/BMV data can be directly imported into reports and citations on MDTs.
- MDTs for police and fire have imbedded mapping.
- MDT mapping that places a flag on call location.
- In vehicle mapping provides turn by turn instructions to calls for service, including cellular calls.
- MDTs transmit vehicle LAT and Lon location information to CAD server.
- In station user can display police and fire units on map.
- MDTs in vehicles can display other police and fire units on map.
- MDTs can query CCHs
- Mobile report writing now has automatic LEADS data importing capability.
- Mobile Ohio E-Citation issuance including Ohio BMV photo.
- OLEN, OLEG and OLLEISN access from Mobile Data Terminals.
- Inter-agency shared reports are available on MDTs.
- Supports BOLO broadcast including photos to MDTs.
- Supports BOLO broadcast including photos to MDTs to other agencies, list agencies.

Exhibit B

- Records management
- Jail management
- Electronic Photos
- In vehicle report writing.
- Electronic field reporting including Incidents and OH1
- O.L.L.E.I.S.N. Level 1 and Level II interface.
- O.I.B.R.S. certified
- L.E.A.D.S. access from within CAD utilizing single login.
- O.L.E.N. membership
- Document scanning and management
- Cuyahoga County Prosecutor integration
- Cuyahoga County In Jail interface
- Ability to print Incident and Ohio OH1 accident reports directly to PDF for easy emailing.
- Enhanced property/evidence bar coding with BCI compatibility.
- The ability to attach scanned documents and statements to incident/case reports.
- Mobile report writing now has automatic L.E.A.D.S. data importing capability.
- Mobile Ohio E-Citation issuance including Ohio BMV photo.
- Mobile E-Cites also saves BMV data and the entire citation can be sent to the court via secure Internet.
- O.L.E.N., O.L.E.G. and O.L.L.E.I.S.N. access from Mobile Data Terminals.
- CCH queries from MDTs with automatic transaction logging.
- Enhanced photo lineup capability with ability to import photos from BMV and O.L.E.N.
- Ability to directly import BMV data and photos into RMS master name file with a single keystroke.
- Automated Probable Cause statements
- Crime mapping for all agencies participating in O.L.E.N.
- Improved police photo system supports multiple direct capture modes via USB and direct video.
- Optional drawing tool for Ohio OH1 in-station or in-vehicle.
- Queries allow data to directly format in Excel for enhanced reports and charts.
- Ability to attach a pre plan PDF document to business file and make available to dispatch and Police and Fire MDTS.
- Support and Maintenance on Parma Court interface