

RESOLUTION 1126

RESOLUTION APPROVING A PAYMENT FOR SERVICES AGREEMENT WITH TAC 10, INC. IN THE AMOUNT OF \$3,500.

WHEREAS, the City of West Branch Police Department is in need of upgrading their Customer Records Management System to their existing TAC 10 software product; and

WHEREAS, TAC-10 has provided a payment for services agreement for City Council review; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with TAC-10 be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

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Passed and approved this 24th day of June, 2013.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



Payment for Services Agreement

Since TAC 10, Inc. ("TAC 10") and West Branch, Iowa Police Department ("Customer") have entered into a Service Level Agreement ("SLA") on the 7th day of June 2011; now

TAC 10 and Customer agree to the following payment terms for services ("Agreement") rendered under the SLA.

Additional Services:

In conjunction with Section 7 of the SLA (Additional Services) Customer desires that TAC 10 upgrade Customer's Records Management System (RMS) to TAC 10's .Net software product ("Project"). The parties have agreed in advance that the fee for this upgrade will be \$3,500. This fee is discounted substantially from TAC 10's normal cost for performing .Net software upgrades of this type because of Customer's close proximity to the location TAC 10's headquarters, because of the smaller-than-average size of the agency, and also because of Customer's willingness to be flexible with the timing of the upgrade to fit into TAC 10's project schedule.

Comments and Conditions:

Customer is responsible for upgrading its own computer server(s), workstations, and computer network to match the requirements of the TAC 10 .Net platform. Customer is also responsible for ongoing maintenance and support of its computer network on which the TAC 10 software will operate, as outlined in the SLA.

If a project delay occurs, which is not the fault of TAC 10 or is not caused by TAC 10, Customer will still be obligated to the payment terms and dates contained in this Agreement. TAC 10 may not be able to reschedule the delayed portion of the project in a timely manner, although TAC 10 will make its best effort to do so at minimal additional inconvenience or expense to Customer.

During the course of the Project, Customer must be current on all payments due to TAC 10 – including Project milestone payments and annual software maintenance fees – before proceeding to the next milestone event.

TAC 10 will require access to at least one Customer Super User for RMS who will become an Advocate for Change Management within the agency. TAC 10 will work with Customer's Advocates (at least 1 person, preferably 2 or more) during system preparation and setup prior to user training and system Go Live. TAC 10 will work with these Advocates to help them understand the system at an advanced level so they can conduct a thorough evaluation of the staging environment for the agency. This is a key role necessary for a successful project implementation.

No RMS product customizations are included in this process. If, as a result of the upgrade process, software modifications are requested and agreed upon by TAC 10, whether billable or not, such modifications will not alter or delay scheduled milestone payments or the Training and Go Live

schedules. TAC 10 will be able to include many previously customized RMS forms (which are currently in use in Customer's existing RMS) in the new system, but it will not be possible to include all of these in the new .Net RMS platform. For the forms and business processes which are not transferrable to the new platform, Customer will continue to use its existing "fat client" RMS for these business functions. TAC 10 will make its best effort to support the old system for this purpose for as long as possible at no additional charge beyond Customer's annual maintenance payments on the new system.

Project schedule:

The project plan will be conducted over a 4 month period of time – currently scheduled to begin in November 2013 with a March 2014 Go Live. TAC 10 will complete the project sooner if its upgrade calendar allows, but TAC 10 assures Customer of a Go Live date no later than March 2014.

Milestone Payment terms:

\$3,500 due with this signed Payment for Services Agreement

TAC 10 Guarantee:

Since Customer is paying TAC 10 in full for all services associated with this project prior to project Go Live, TAC 10 guarantees that the project will be fully implemented as follows:

If TAC 10 is unable to complete all the steps contained in the Project Plan (see below) within a 9-month timeframe, Customer, at its discretion, will be granted a full refund of the entire amount paid to TAC 10. If the request is made after agency users have been trained on the new platform, Customer will be given a 50% refund. No refund is warranted nor will it be given after the agency is live on the new software platform.

TAC 10 will provide a staging system that will be deployed on Customer's computer server before training is conducted. This staging system will be reviewed by Customer's staff before training is scheduled. This guarantee provides Customer the protection needed in assuring that TAC 10 follows the project plan in a timely manner and Customer verifies the value in what TAC 10 is offering before any portion of this guarantee would lapse. If Customer cancels the agreement and at a later date decides to move to the TAC 10 .Net platform, a new agreement would then be required.

Project Plan:

TAC 10 will create a project plan with Customer's input prior to the project launch. Each party will appoint a Project Manager through which communication for this Project will flow and Project progress will be monitored. Regular Project conference calls will be held to ensure timely progress of the project. The Project plan will contain more details related to the following summary description:

Once the Project Managers are determined, the Parties will hold a project launch conference call to gather information to construct the Project plan.

Customer will appoint Super Users for the Project. These Super Users will play key roles during the Upgrade Preparation and Staging System portion of the Project.

The training will be conducted in two steps. Once customer's staging system is installed, TAC 10 will review the Project plan with the Super Users and train them remotely on the new software.

At least one Super User must be in attendance for each training session when the staff is being trained.

IN WITNESS WHEREOF, TAC 10 and Customer have executed this Payment for Services Agreement on this 24 day of June 2013.

TAC 10, Inc.

CUSTOMER

By: _____

By:  _____

Mark M. DeGroot
President

Mark Worrell
Mayor

TAC 10, Inc.
1005 Technology Parkway
Cedar Falls, IA 50613-6951

City of West Branch
110 North Poplar Street
West Branch, Iowa 52358

319.433.7500

319.643.5888