

ORDINANCE NO. 2017- 48
INTRODUCED BY: MR. NEWELL

4036

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH EDC CORPORATION FOR A PARKING
CITATION AND ENFORCEMENT MANAGEMENT SYSTEM
WHOSE BID IS THE LOWEST BID FOR THE SYSTEM AND
DECLARING AN EMERGENCY.**

WHEREAS, the Village submitted a request for a proposal for a Parking Citation and Enforcement Management System; and

WHEREAS, the Village and its consultant determined, after receiving all bids, that the lowest and best bidder is EDC Corporation of Syracuse, New York in the amount of Twenty-Six Thousand Eight Hundred and Twenty-Five Dollars (\$26,825.00) per year for the first three (3) years of the use of the system; and

WHEREAS, the Village desires to enter into an agreement with EDC Corporation to install and host the parking citation and enforcement management system in accordance with the bid submitted by EDC Corporation ("EDC").

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, STATE OF OHIO:

SECTION 1. That the Mayor is authorized and directed to enter into an agreement with EDC in the amount of Twenty-Six Thousand Eight Hundred and Twenty-Five Dollars (\$26,825.00) for years 1, 2 and 3 and for such amounts as the Village Council may determine is appropriate for years 4 through 7 of the agreement, if the Village elects to continue the agreement with EDC as specified on the contract attached hereto and incorporated herein as EXHIBIT "A". Any requirement for EDC to post a bid bond or contract bond is hereby waived by the Village.

SECTION 2. The Finance Director is authorized to appropriate to a proper account a sum sufficient to cover the costs of the contract authorized in Section 1 of this Ordinance, when the Chief Administrative Officer determines that EDC has provided the Village with the required documentation for reimbursement in the amount set forth in the contract.

SECTION 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to reduce cost to the Village, and improve parking availability and parking citation enforcement within the Village; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: August 14, 2017



Karl Maersch, Council President

Submitted to the Mayor for
his approval on this

15 day of August, 2017

Approved by the Mayor this

15 day of August, 2017



Mayor William Tomko

I hereby certify that Ordinance No. 2017- 48 was duly enacted on the 14 day of August, 2017, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

EXHIBIT "A"

Contract with EDC



Village of Chagrin Falls Proposal Contract

Bidder's Address: 13 Dwight Park Drive
Syracuse, NY 13209

Bidder: Electronic Data Collection Corp., aka
EDC Corporation

State Where Incorporated: New York

By: [Signature]
Title: Vice President

Phone: (800) 886-6316

Date: September 11, 2017

Federal ID No.: 16-1488006

This Agreement, made and entered into in Chagrin Falls, Ohio this 11th day of SEPTEMBER, 2017 by and between the Village of Chagrin Falls ("Village") and Electronic Data Collection Corp., aka EDC Corporation ("Contractor") witnesseth: that the said Contractor has agreed and by these presents does agree with the Village for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to provide the Village with an Automated Issuance Management System ("AIMS") and to host the system in an expeditious and professional manner, with the software and hardware herein contemplated, commencing work within thirty (30) days after execution of this Contract with completion of implementation within ninety (90) days, and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract which are attached hereto and made a part hereof as Exhibit "1":

1. Request for proposal for Parking Citation and Enforcement Management System.
2. Contract forms and addendums.
3. Contract Bond.
4. Contract Provisions.
5. Contractor's Bid in Response to the Request for Proposal Dated June 28, 2017 with Contractor's Responses, where the specifications are set forth in Exhibit "1" attached hereto, are in blue and the request for proposal is in brown.
6. AIMS Software as a License Agreement.
7. EDC Hosted Agreement, Version 2.1, Dated August 10, 2017.

The Contractor agrees and understands that the work on this Contract shall be subject to the acceptance of the Village based upon and in accordance with the Contract Specifications.

It is hereby mutually agreed that the owner is to pay and the Contractor is to receive, as full compensation for the AIMS System shall be the sum of Twenty-Six Thousand Eight Hundred and Twenty-



This Contract shall be in full force and effect from the date of execution by the parties. This Contract shall be governed by and subject to interpretation by the internal laws of the State of Ohio. In the event of any dispute, interpretation or any matter regarding execution and performance of this Agreement shall be litigated exclusively in the State and Federal Courts having jurisdiction in Cuyahoga County, Ohio.

IN WITNESS WHEREOF, the parties hereunto affixed their signature the day and year set forth below.

Bidder Acceptance:
EDC Corporation

By: [Signature]
Its: Vice President

Date of Acceptance: 9-11-17

Buyer Acceptance:
Village of Chagrin Falls, Ohio

By: [Signature]
Mayor

Date of Acceptance: 8-14-17

Accepted as to Item Numbers:
& Costing Matrix on Page 36 of the RFP

Checked: Dept. Head: _____

Date of Acceptance: _____

Bid _____

Approved as to Form

[Signature]
Director of Law

Minutes _____

I, David Bloom, Finance Director of the Village of Chagrin Falls, Ohio hereby certify that the funds necessary to pay the obligation of the foregoing contract in this fiscal year have been approved and are unencumbered and are either in the treasury or in the process of collection

August 15, 20 17

[Signature]
David B. Bloom, Finance Director
Village of Chagrin Falls



EDC Hosted Agreement

Last Revised August 10, 2017
Version 2.1



PARKING MANAGEMENT SOFTWARE
by EDC Corporation

AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

| | |
|----------------|----------------------------------|
| Product: | AIMS Parking Management Software |
| User Type: | |
| Serial Number: | |

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee" is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

| | |
|----------|---|
| Licensee | VILLAGE OF CHAGRIN FALLS |
| Address | 21 W. WASHINGTON STR, CHAGRIN FALLS, OH 44022 |
| | |

1. **Grant of License.** Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.


2. **Copyright.** The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.
3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor. The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.


4. **Contract Term.** The Term of this contract is 3 Years from execution, with renewal options at the Licensee's discretion beginning Year 4. EDC Corporation reserves the right to increase software subscriptions by no more than 5% for subsequent renewals. EDC Corporation will provide the Licensee with written notice of any increase in renewal costs, no less than 90 days prior to the renewal period.

5. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.
6. **No Other Warranties.** Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.
7. **No Liability for Consequential Damages.** In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with **RESTRICTED RIGHTS.** Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Subparagraph(c)(1) and(2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is EDC Corporation, 13 Dwight Park Dr, Syracuse, New York 13209.
9. **Governing Law.** This Agreement is governed by the laws of the State of Ohio.
10. **Effect of Agreement.** This Agreement embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licensor:

| | |
|-----------|---|
| Name: | Ellen Genova |
| Title: | Vice President |
| Date: | 8-11-17 |
| Signature |  |

Accepted by Licensee:

| | |
|-----------|--|
| Name: | WILLIAM A TOMKO |
| Title: | MAYOR |
| Date: | AUGUST 16, 2017 AUGUST 16, 2017 |
| Signature |  |

AIMS Hosting Service Agreement

EDC Corporation will provide hosting services for the AIMS and AIMS Web parking applications. This agreement amends your existing AIMS License Agreement and related contracts. The term of this agreement shall coincide with the term of the AIMS Software License Agreement, and shall remain in effect as long as the Software License fee payments are current.

Client is responsible for:

- Acquisition and maintenance of their local environment including terminals, printers, internet connection, and any other equipment necessary for their office operation
- Making their data available for hosting by EDC Corporation
- Controlling access level permissions within the parking system for parking staff
- Selecting a payment processor that is PCI compliant
- Following the guidelines defined in the PCI Responsibility Matrix in Appendix A

EDC Corporation is responsible for:

- Securing the computer environment, including the integrity of the application and the redirect page within AIMS Web
- Management of data center firewalls
- Required use of secure passwords and two factor authentication for administrative duties
- Management of system backups and software updates
- Rollover of the computer environment to the failover environment in the event of a disaster
- Following the guidelines defined in the PCI Responsibility Matrix in Appendix A

EDC acknowledges the confidential nature of the data supplied by the client. Only EDC staff with support or data maintenance responsibility will have access to this data for the sole purpose of fulfilling their duties. This data will not be shared with unauthorized individuals for any purpose.

Scope of Service

EDC provides remote hosting services in Amazon EC2 with redundant backups between US East 1 in Virginia and US West 2 in Oregon.

Critical Reliability features Include:

- Full machine backups for restoration into redundant failover environment
- Hourly database backups stored off server for restoration into redundant failover environment
- Maximum distance between production and failover environments in case of natural disaster
- Virtual servers are protected by Amazon Security Groups and software based firewalls (VPC)
- Administration of your server is only allowed through encrypted connections and by select EDC systems administrators using two factor authentication
- Administration of your server is only allowed from the EDC corporate office in Syracuse, NY

- Monitoring of your AIMS system is done constantly 24/7 and any outage is reported to EDC support personnel for immediate resolution
- Utilizes Amazon's EC2 environment for proven reliability, security, uptime and scalability

Backups

- The AIMS environment is backed up on both East and West Coast data centers
- Full backups occur each night for restoration in the event of a disaster
- Hourly incremental backups are done throughout the day
- Backups are rotated to the opposite side of the country each night

FERPA

The Federal Government has strict rules related to protection of a student's personal information. EDC Corporation does not distribute any customer data to any third-party. EDC Corporation only allows database access to those employees specifically designated by the customer through creation of a log-in and password and granting security privileges. EDC will destroy or return any personal information existing in the AIMS database per the customer's request and requirements.

Data Security and Confidentiality:

As used herein, the term "Client" shall mean the agency licensed to use the AIMS software and related products; and the term "Vendor" shall mean Electronic Data Collection Corporation. In this Agreement, the party receiving information is generically referred to as the "Receiving Party," and the party disclosing the information is generically referred to as the "Disclosing Party."

a) Confidential Information Defined

In performance of this Agreement, parties may directly or indirectly disclose confidential information, proprietary information, or confidential data ("Confidential Information").

"Confidential Information" shall include any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such information to be confidential, including, but not limited to: (1) personal information of customers, employees, students, and/or donors, including but not limited to, images, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, educational records or other information identifiable to a specific individual that relates to any of these types of information ("Personal Information"); (2) business methods, plans, and practices, financial data, or customers lists; (3) trade secrets, inventions, methodologies, research plans, products, product plans, patent applications, and other proprietary rights, and any specifications, tools, computer programs, source code, object code, documentation, or technical information; or (4) any other proprietary information or data the Disclosing Party maintains in confidence.

Confidential Information shall not include information the Receiving Party can prove by clear and convincing written contemporaneous evidence is: (1) publicly known through no fault or negligence of the Receiving Party; (2) rightfully possessed by the Receiving Party prior to disclosure by the Disclosing Party; (3) rightfully obtained by the Receiving Party from a third party in lawful possession of such Confidential Information without obligation of confidentiality; (4) independently developed by the Receiving Party without reference to or use of Confidential Information; (5) required to be disclosed by law; or (6) necessary to disclose to prevent severe physical injury to or loss of life of an individual.

b) Use and Non-Disclosure of Confidential Information; Exceptions

Each party agrees to use the Confidential Information received from the other party only as expressly permitted in this Agreement or when reasonably necessary to perform the party's duties under this Agreement so long as such disclosure is in accordance with applicable law. To the extent permitted by law, neither party will disclose to any third party the other party's Confidential Information, in whole or in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws; provided however, Vendor may disclose Personal Information of Client data to third party with the written consent of that Client. Notwithstanding the foregoing, either party may disclose the Confidential Information or portions thereof to their respective attorneys or accountants and state auditors when seeking legal or financial advice.

Vendor specifically warrants and represents that except as otherwise permitted herein, it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of Client's Confidential Information to any third party without the prior written permission of Client, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Information shall not copy, disclose or transmit any of the Confidential Information, or any portion thereof, in any form, to a third party except as necessary to perform the Services under the Agreement.

c) Obligations to Secure Confidential Information

Vendor warrants and represents that it will implement the necessary industry-standard physical, electronic, and managerial safeguards to ensure the confidentiality, integrity, and availability of Client Confidential Information, including but not limited to, the environment in which the Confidential Information is stored, processed, and transmitted. Vendor further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Information. Vendor shall require its contractors and subcontractors authorized to access Client's Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Vendor agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); and (3) individually identifiable "personal health information" as defined in the Health Information Portability and Accountability Act ("HIPAA") regulations, 45 CFR Parts 160 and 164.

d) Obligations upon Breach of Security

Vendor will report to Client any breach of security resulting in the unauthorized disclosure, misappropriation or unauthorized access of Client Confidential Information ("Breach"). Vendor will promptly investigate any Breach affecting Client Confidential Information and take reasonable measures to identify the Breach's root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Vendor will provide Client with a detailed description of the Breach, the type of data that was the subject of the incident, the identity of each affected person, and other information Client may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons.

e) Survival of Obligations

The obligation to maintain the confidentiality of the Confidential Information received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or

termination of this Agreement, Vendor shall, at Vendor's option: (1) certify to Client that Vendor has destroyed all Confidential Information in its possession; or (2) return all media containing all Client Confidential Information to Client; or (3) take whatever other steps Client requires of Vendor to protect Client's Confidential Information. Client reserves the right to audit, or investigate the use of Client Confidential Information collected, used, or acquired by Vendor or its employees, contractors or subcontractors pursuant to this Agreement. Any costs of such audit or investigation are the sole responsibility of Client.

Acceptance

Accepted by EDC Corporation:

Name: Ellen Genung Title: Vice

President

Date: 9-11-17

Signature: 

Accepted by Licensee:

Name: WILLIAM A TOMKO

Title: MAYOR

Date: AUGUST 16, 2017

Signature: 

Appendix A: PCI Responsibility Matrix

| PCI Requirement | EDC Corporation Responsibility | Client Responsibility |
|---|---|---|
| 1: Install and maintain a firewall configuration to protect cardholder data | Limiting network access to and from devices used within the EDC Corporation online ordering platform to the most restrictive possible | Firewalls of all other networks controlled by EDC Corporation's client and other third parties chosen by the Client. |
| Do not use vendor-supplied defaults for system passwords and other security parameters | Adhering to CIS-derived system hardening policies for all devices and systems within the EDC Corporation online ordering platform. | Hardening of all other systems including Client systems and third parties in PCI scope. |
| 3: Protect stored cardholder data | Securely storing (or not storing) cardholder data within the EDC Corporation platform in line with PCI Requirement 3. | Protecting cardholder data stored by Client or with non-EDC Corporation providers |
| 4: Encrypt transmission of cardholder data across open, public networks | Requiring secure transmission of cardholder data into the EDC Corporation platform and sending data to payment gateways in the most secure manner supported. | Protecting Client networks and all other third parties within PCI scope against malware |
| 5: Protect all systems against malware and regularly update anti-virus software or programs | Regularly scanning EDC Corporation platform servers for malware and viruses with up-to-date anti-virus software. | Protecting Client networks and all other third parties within PCI scope against malware. |
| 6: Develop and maintain secure systems and applications | Following secure development and change control procedures for all changes to EDC Corporation platform components and ensuring that all EDC Corporation platform components have the latest vendor-supplied security patches installed. | Ensuring that all non-EDC Corporation platform and components follow secure development, change control and patching processes. |
| 7: Restrict access to cardholder data by business need to know | Restricting access to cardholder data to systems and parties authorized by client. | Restricting access to cardholder data transmitted or stored by Client and by all non-EDC Corporation systems. |
| 8: Identify and authenticate access to system components | Identifying and authenticating access to EDC Corporation controlled components in PCI scope. | Identifying and authenticating access to non-EDC Corporation components. |
| 9: Restrict physical access to cardholder data | Restricting physical access to EDC Corporation's platform to PCI level 1 hosting providers. | Restricting physical access to all non-EDC Corporation controlled devices. |
| 10: Track and monitor all access to network resources and cardholder data | Logging and monitoring all activity occurring within the EDC Corporation Platform | Tracking and monitoring activity that occurs at Client site and other non-EDC Corporation systems within scope. |
| 11: Regularly test security systems and processes. | Testing the security systems and processes for the EDC Corporation platform | Testing non-EDC Corporation security systems and processes within PCI scope. |