

VILLAGE OF BOSTON HEIGHTS

45 E. Boston Mills Road • Boston Heights, Ohio 44236
Phone 330.650.4111 Fax 330.655.9578

**VILLAGE OF BOSTON HEIGHTS
NOTICE OF SPECIAL COUNCIL MEETING
TUESDAY, MARCH 25, 2014
6:30 PM**

Notice is hereby given of a Special Meeting to be held by the Boston Heights Council, Boston Heights, OH on Tuesday, March 25, 2014 at 6:30 PM in the Council Chambers, Village Hall, at 45 East Boston Mills Road to consider the following:

RESOLUTION:

RESOLUTION AUTHORIZING THE
ESTABLISHMENT OF THE MAYOR'S COURT
ONLINE DOCKETING AND PAYMENTS
MODULE AND AUTHORIZING PAYMENTS
AND DECLARING AN EMERGENCY

Any interested person may attend and be heard.

Bill Goncy

Bill Goncy, Mayor

Betty Klingenberg

Betty Klingenberg, Fiscal Officer

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**[COUNCIL AGENDA]
SPECIAL MEETING
VILLAGE OF BOSTON HEIGHTS
TUESDAY, MARCH 25, 2014
6:30PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ALSO: Mayor Bill Goncy, Fiscal Officer Betty Klingenberg, Solicitor Marshal Pitchford, Engineer Dave Krock

R.Antal X - B.Bartko X - J.Miller X- G.Blakeney X- R.Fenn X- D.Polyak X

RESOLUTIONS:

<p>RESOLUTION 2014-3-16 (First Reading) ADOPTED: RES 2014-3-16</p>	<p>RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE MAYOR'S COURT ONLINE DOCKETING AND PAYMENTS MODULE AND AUTHORIZING PAYMENTS AND DECLARING AN EMERGENCY</p> <p>NOTE: In response to a question from Council, Mayor Goncy explained that Baldwin (the publisher of the Village's current Mayor's Court software) would be providing an online payment system for traffic tickets handled through the Mayor's Court. This is intended to reduce the need for personal appearance at Village Hall to pay fines. There is a 'service charge' to payers, in addition to the fees charged to the Village itself (\$2000 setup one time, \$80 / month).</p>
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ADJOURN

VILLAGE OF BOSTON HEIGHTS
RESOLUTION 2014-3-16
First Reading / **ADOPTED: RES 2014-3-16**

**RESOLUTION AUTHORIZING THE ESTABLISHMENT OF THE MAYOR'S COURT
ONLINE DOCKETING AND PAYMENTS MODULE AND AUTHORIZING PAYMENT AND
DECLARING AN EMERGENCY**

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Summit County, Ohio as follows:

Section 1: That the Mayor is hereby authorized and directed to establish the Mayor's Court Online Docketing and Payments Module for the purpose of allowing individuals to view and pay for traffic citations online.

Section 2: That the Mayor and/or Fiscal Officer are hereby authorized and directed to make payments to The Baldwin Group, Inc., and Pegasys Computer Technologies, Inc. for monthly subscription fees (\$80.00), initial customizing, set up, and training to use the Mayor's Court Online Docketing and Payments Module (\$2,000.00).

Section 3: That the funds necessary for the establishment and upkeep of the Mayor's Court Online Docketing and Payments Module are hereby appropriated and that the Fiscal Officer is hereby authorized and directed to sign all necessary and related paperwork.

Section 4: That the Mayor is hereby authorized and directed to sign the Mayor's Court Online Docketing and Payments Module License Agreement in form substantially similar to the document in exhibit A.

Section 5: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of the Village residents and to allow for the continued operations of the Village Mayor's Court and other departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, Mayor

ATTEST:

BETTY KLINGENBERG, FISCAL OFFICER

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio, Ohio, do hereby certify that the foregoing Resolution 2014-3-16 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on this 25th day of March, 2014.

EXHIBIT A: RESOLUTION 2014-3-16

Attached as a separate document below



The Baldwin Group, Inc.
 7550 Lucerne Dr
 Ste 306
 Cleveland, OH 44130
 440-891-9100

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D

Pegasys Computer
 Technologies, Inc.
 23743 Emmons Rd
 Columbia Station,
 Ohio 44017
 440-891-6873

Village of Boston Heights

Mayor's Court™ Online Docketing & Payments Module

- License Agreement
- License Agreement - Schedules
- License Agreement - Addendum (As Required)

This Agreement Set (*Agreement*) constitutes the entire and exclusive *Agreement* between the parties and supersedes all written or oral agreements, representations or communications between the parties relating to the subject matter of this *Agreement*. This *Agreement* shall be binding upon and inure to the benefit of the parties and their respective successors, assigned and legal representatives.

Licensee: Village of Boston Heights The Baldwin Group, Inc. & Pegasys
Computer Technologies Inc.

By: _____ By: Richard D Becker

Name: _____ Name: Richard D Becker

Title: _____ Title: President, BGI

Date: _____ Date: February 26, 2014

**Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT**

Licensee:	Village of Boston Heights 45 E. Boston Mills Rd Boston Hts, OH 44236
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The Baldwin Group, Inc. and Pegasys Computer Technologies Inc., Ohio Corporations, herein referred to as Licensor, license a computer software product herein referred to as the Mayor's Court™ Online Docketing & Payments Module.

1. **License.** Licensor hereby grants to Licensee a perpetual nontransferable license to use Mayor's Court™ Online Docketing & Payments Module and the Mayor's Court™ Online Docketing & Payments Module documentation in accordance with the terms and conditions as set forth in this Agreement. So long as Licensee is in compliance with the terms and conditions of this Agreement, the Licensee is authorized to use Mayor's Court™ Online Docketing & Payments Module and the Mayor's Court™ Online Docketing & Payments Module documentation, including automatic updates to the software and/or documentation. Continuation of payment of the Monthly Subscription Fees (invoiced quarterly) by Licensee is a condition to continued use by the Licensee of Mayor's Court™ Online Docketing & Payments Module, documentation or any updates to the software and/or documentation which have been provided to Licensee (see Schedule A). The Mayor's Court™ Online Docketing & Payments Module and the documentation may not be assigned, sublicensed, or otherwise transferred to another person or legal entity, other than an affiliate of Licensee, or to any entity acquiring title by or through Licensee to Licensee's interest hereunder, which agrees in writing to the terms and conditions of this agreement except with the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed.
2. **Term.** The License shall commence as of the date this Agreement is signed by both parties, and shall continue unless and until it is terminated pursuant to the provisions set forth in this Agreement.
3. **Payments.** Initial Setup and monthly subscription fees are invoiced as of the date the signed contract is received. Terms of payment are net 15. The Mayor's Court™ Online Docketing & Payments Module will be deemed installed/accepted and the warranty period will start upon acceptance of the website template by the Licensee and finalization and authorization of the website disclaimers (see Schedule D). Monthly subscription fees are invoiced quarterly, at the beginning of each quarter. Terms of payment are net 15. Failure to submit payment for monthly subscription fees within 30 days of the invoice date will result in removal of the Licensee's online docketing and payments from public access.
4. **Materials to be Delivered.** Licensor shall prepare the website template and grant access to the Mayor's Court™ Online Docketing & Payments Module and online documentation within 10 days of receipt of the authorizing purchase order and/or signed license agreement (see Schedule B). Licensor shall also prepare the website disclaimers agreed upon by the Municipality as specified in Schedule D.
5. **Protection of Software.** Licensee acknowledges that Licensor retains all title, copyright

Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT

and other proprietary rights in and to the Mayor's Court™ Online Docketing & Payments Module and the documentation, including any and all copies, modifications, translations and other derivative works that duplicate or are based on the software. Licensor claims no proprietary rights to the output generated by the software. Licensee shall not make copies of the Mayor's Court™ Online Docketing & Payments Module Documentation except solely for the Licensee's operational use. Licensee shall not remove any copyright or proprietary rights notice included in or on any Software or Documentation, and shall reproduce all such notices in or on all copies made by Licensee. Licensee agrees to treat any software furnished by Licensor as a valuable asset of Licensor, and in particular, but without limitation, agrees it will not decompile, disassemble or attempt to reverse engineer the Mayor's Court™ Online Docketing & Payments Module in any way.

6. Warranties. Licensor warrants that the Mayor's Court™ Online Docketing & Payments Module will perform substantially in accordance with the Mayor's Court™ Online Docketing & Payments Module documentation provided therewith. Licensor warrants that it is the owner of the Mayor's Court™ Online Docketing & Payments Module and the documentation and has the right to grant this License. Licensor shall, at its cost and expense, defend or at its option settle any claim, lawsuit or proceeding brought against the Licensee alleging infringement of any patent, trade name, trademark, service mark, trade secret, copyright or other propriety right of any third party by the Licensee's usage of the Mayor's Court™ Online Docketing & Payments Module pursuant to the terms of this Agreement. Licensor shall indemnify and hold the Licensee harmless against any costs, expenses or damages awarded against the Licensee, provided that the Licensee, if applicable, gives Licensor prompt written notice of such claim, lawsuit or proceeding. Licensor shall have sole control of any such defense or settlement. The foregoing warranties are in lieu of all other warranties, express or implied including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
7. Limitation of Liability. Licensor's sole obligation and liability for any damage or loss resulting from or in any way involving non-performance of Mayor's Court™ Online Docketing & Payments Module shall be to correct or replace Mayor's Court™ Online Docketing & Payments Module and provide actual data correction/validation or an easy method for the Licensee to utilize to resolve any data issues, as soon as possible and at no cost to the Licensee. Under no circumstances shall Licensor be liable to the Licensee or any other party for lost profits or any special, incidental or consequential damages, including but not limited to, loss of good will or anticipated income or loss resulting from business disruption, data loss, computer failure or malfunction, work stoppage or any other damage or loss, even if Licensor has been advised of the possibility of such damages. Licensor shall have no responsibility for the Mayor's Court™ Online Docketing & Payments Module and related data which has been in any way altered or modified by Licensee or for any loss resulting from or caused by Licensee's equipment or software. If Licensor is requested by the Licensee to correct any data the Licensee will be responsible for the cost.
8. Licensee Obligations. Licensee shall be exclusively responsible for the supervision, management and control of its use of Mayor's Court™ Online Docketing & Payments

Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT

Module. It is the Licensee's responsibility to maintain the accuracy of the Licensee's court data uploaded to the Mayor's Court™ Online Docketing & Payments Module, which includes the proper setup of control files in the Mayor's Court™ software. Claims arising due to inaccurate information within the Mayor's Court™ database which are, in turn, uploaded to the Mayor's Court™ Online Docketing and Payments Module will be the sole responsibility of the Licensee. To enable the Payments portion of the module Licensee must contract with one of the Licensor specified payment processors listed in Schedule E.

9. **Termination of License.** Either party may terminate the License by written notice, if the other party fails to perform any of its material obligations under the Agreement and fails to substantially remedy such breach within thirty (30) days after the breach. Non-payment shall be deemed a material breach. In the event either party for any reason terminates the License, Licensee shall promptly return all copies of the documentation, or shall certify their destruction. Additionally, the Licensee shall be permitted to terminate the License without cause with 15 days written notice. However, any monthly or quarterly subscription fees that have been pre-paid when the Licensee chooses to terminate the License without cause are non-refundable. Initial setup fees are also non-refundable.
10. **Proprietary Information.** Licensor acknowledges that, in the course of performing its obligations hereunder, it may be receiving information from the Licensee that is proprietary and confidential and which the Licensee wishes to protect from public disclosure ("Proprietary Information"). Proprietary Information as used herein includes, without limitation, all information disclosed at any time before, after or at the time of execution of this Agreement, which is not generally available to the public. Licensor shall (a) hold such Proprietary Information in confidence and not disclose it, except to its employees or agents to whom disclosure is necessary to effect the purposes of this Agreement and who are similarly bound to hold the Proprietary Information in confidence. Shall (b) use its best efforts to prevent inadvertent or unauthorized disclosure, publication or dissemination of any Proprietary Information; and shall (c) not make any use of any Proprietary Information nor circulate Proprietary Information in its organization, except to the extent necessary to carry out the intent of this Agreement.
11. **General.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all prior oral and written agreements, understandings and quotations relating hereto. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by duly authorized representatives of the parties. Any consent by a party to, or waiver of, a breach by the other party, whether expressed or implied, shall not constitute a consent to, or waiver of, or excuse for any other or subsequent breach. All notices, consents, approvals or other instruments permitted or required to be given hereunder shall be in writing and sent by postage prepaid, to the other party at its address first set forth above or such other address as each party may designate in writing. By signing this Agreement, the respective representatives of each party acknowledge that they have the power and authority to negotiate, execute and deliver this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the

**Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT**

invalid or unenforceable provision(s) were not contained therein. The parties to this Agreement shall not be responsible for any failure or delay in the performance of their respective obligations hereunder caused by acts of God, flood, fire, earthquake, windstorm, strikes or public enemies. In the event of any such delay, the date of performance shall be deferred for a period equal to the time lost by reason of delay. This Agreement will be governed by and construed and enforced in accordance with the substantive law of the State of Ohio, U.S.A.

12. This Agreement includes and is subject to the attached Addendum, if any, which is incorporated herein by this reference.
13. In addition, a standard part of this mutual agreement shall be an acceptance that neither party can employ or contract with a professional or other staff person employed by either company during the engagement(s) or for a period of (180) days after the last engagement is completed if, and only if, that person is performing the same or substantially similar services as he or she did for the previous employer. It is also understood by both parties that failure to follow the acceptance guidelines as stated in the previous sentence will result in payment requirement to the other party of a sum equal to the person's last three months gross pay within 15 days of the happening. Any exceptions shall be made in writing by both parties. A signed copy is requested for our file but acceptance of the terms and conditions will be deemed so if the services of The Baldwin Group, Inc. or Pegasys Computer Technologies, Inc. are contracted after this document's effective date.

**Mayor's Court™ Online Docketing and Payments Module
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LEVEL 1 - SCHEDULES

Schedule A – Monthly Subscription Fees

INCLUDES - <ul style="list-style-type: none">• Hosting of court data (Docketing) and Online Payments site (does not include Municipality website hosting)• Support• Updates• Module Backup	*\$80.00 per month (billed quarterly)
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***SEE ADDENDUM FOR SPECIAL PRICING**

Schedule B – Initial Customizing/Setup and Training

INCLUDES - <ul style="list-style-type: none">• Municipality branding - (ie – logos, base colors, and contact information)• Municipality specific disclaimers, notifications and configurations• Data Import/Export Module installation and training – 1 hour by phone• Assistance setting up links on Municipality's website	*\$2,000.00
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Schedule C - Support

Support includes, but is not limited to, unlimited telephone hotline support Monday thru Friday, 8am-5pm Eastern Time, and periodic upgrades when new versions or enhancements are made. A more detailed document entitled Mayor's Court™ Online Docketing & Payments Module - Support Guidelines is published additionally for the purpose of clarifying potential support questions and should be reviewed by the Licensee to ensure understanding. The Licensee should designate a person or persons to act as a liaison for support calls. This person(s) should be familiar with the Mayor's Court™ Online Docketing & Payments Module and the Licensee's systems (including hardware and software) upon which it runs. This Support Agreement shall be effective for a period of one quarter (the initial term may be for a partial quarter) and shall automatically renew for successive terms of one standard calendar year quarter, unless either party provides 30 days written notice to the other party prior to the termination of the renewal term.

Schedule D - Disclaimers

Website Disclaimer – states the limitations of Licensor and Licensee liability for the use of the Mayor's Court™ Online Docketing & Payments Module and the information it contains.

Waiver Disclaimer – states the consequences of 'waiving' a case online including, but not limited to, conviction and BMV points.

Privacy Policy – states how the privacy of your website users will be protected.

**Mayor's Court™ Online Docketing and Payments Module
LICENSE AGREEMENT**

Schedule E – Payment Processors

Credit Card/ACH Processing – The payment processing provider listed below must be contracted with to enable the 'Online Payments' portion of the module. Possible fees may apply.

- | | |
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| <ul style="list-style-type: none">• Infintech
Mark Morgan
614-794-9703
mark.morgan@infintechllc.com | |
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The Baldwin Group, Inc.
7550 Lucerne Dr
Ste 306
Cleveland, OH 44130
440-891-9100

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Pegasys Computer
Technologies, Inc.
154 Best St
Berea Ohio 44017
440-891-6873

Boston Heights Mayor's Court
ONLINE DOCKETING & PAYMENTS MODULE
Standard Disclaimers

The three sample disclaimers below can be used in their entirety or modified to the specifications of your Municipality. The disclaimers to be displayed on your Municipality's Online Docketing and Payments Module screen must be reviewed and a written approval made by one of the following – Law Director, Solicitor, Magistrate or Mayor. Before the Online Docketing and Payments Module can be 'live' the disclaimer must be finalized, approved and returned to The Baldwin Group. If changes are made The Baldwin Group will provide the final document for approval.

Disclaimer – located on the main search screen – must click on button to view.

As defined by Ohio law, all of the case information available for retrieval on this website is considered public record. This information is collected directly from the <Municipality> Mayor's Court computerized court management system and, while every effort is made to keep information as up-to-date as possible, and the data can generally be deemed reliable, it cannot be guaranteed. In no event shall the Court, Clerk of <Municipality> Mayor's Court or the developers of this website be held liable for damage of any nature, direct or indirect, arising from the use of this Internet product; including loss of profits, loss of savings, or other incidental or consequential damages.

This secure site utilizes encryption technology and every precaution has been taken to reduce the possibility of unauthorized access to your private information while it is transferred over the internet. However, by submitting this information electronically, you are acknowledging that neither the <Municipality> Mayor's Court, the Clerk of the <Municipality> Mayor's Court, or the <Municipality> assumes any liability for data submitted via this site (please read our privacy policy)

Any information obtained through the use of this online Docketing and Ticket Payment Service is done at your own discretion and risk. Visitors to this site will be solely responsible for the interpretation and use of such information.

We agree to the Disclaimer as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Printed Name

Boston Heights Mayor's Court

Privacy Policy - located on the main search screen – must click on button to view.

PUBLIC RECORD – As defined by Ohio law, all of the case information available for retrieval on this website is considered public record.

COLLECTION OF INFORMATION - For security purposes, a log is maintained of each access of this site. This log includes the point of origin of access as identified by the Internet address of the computer through which the access occurs. In addition, payments made as the result of interactions with this site will be logged and tied to the case against which the payment was made such that the payment may be recorded and the case closed. No credit card information of any kind is maintained on this server. No social security numbers are retained by this program. The maintainers of this site and other parties acting in the interests of <Municipality> Mayor's Court reserve the right to review any and all such logged data as part of:

- 1) The normal operation and maintenance of this site
- 2) The recordkeeping required to track payments
- 3) Any preemptive or reactive security audits that may be deemed appropriate per the judgment of either <Municipality> Mayor's Court or the maintainers of this site.

We agree to the Privacy Policy as presented with the understanding that our Municipality name will be inserted into the appropriate sections.

Signature

Date

Printed Name