

VILLAGE OF DOWNERS GROVE
Report for the Village
6/5/2018

SUBJECT:	SUBMITTED BY:
G Suite Renewal Amendment	Dave Kenny, Director, Information Technology

SYNOPSIS

Resolutions have been prepared authorizing execution of a 12-month license agreement renewal with SADA Systems, Inc. of North Hollywood, CA, for use of G Suite (formerly Google Apps) in the amount of \$27,750 and an amendment to the agreement renewal to cover new requirements.

STRATEGIC PLAN ALIGNMENT

The goals for 2017-2019 include *Continual Innovation*

FISCAL IMPACT

The FY18 Budget includes \$28,000 in the General Fund (Page 4-3, Line 18) for this renewal.

RECOMMENDATION

Approval on the June 5, 2018 consent agenda.

BACKGROUND

In March 2012, the Village migrated to G Suite (formerly Google Apps for Government). Village staff has benefited in the following areas:

- Full complement of office-based software programs that offer enhanced features related to document sharing and collaboration in an online environment.
- Access to cloud-based software programs via the Internet, which reduces costs associated with hardware, software and labor.
- Significantly lower total cost of ownership as compared with the alternative of upgrading and/or maintaining the existing software programs.

The amendment to the agreement renewal addresses privacy concerns, specifically the European Union's (EU) General Data Protection Regulation (GDPR) requirements. Because Google's G Suite is used by EU citizens, language is included to satisfy those new regulations.

ATTACHMENTS

Agreement
Amendment

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AMENDMENT TO G SUITE CUSTOMER AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND SADA SYSTEMS, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment (the "Agreement"), between the Village of Downers Grove ("Customer") and SADA Systems, Inc. ("SADA"), for an amendment to G Suite Customer Agreement, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

SADA Systems, Inc. AMENDMENT TO G SUITE CUSTOMER AGREEMENT

This **Amendment** to the **G SUITE CUSTOMER AGREEMENT** (formerly the Google Apps for Work Customer Agreement, the Google Apps for Business Customer Agreement, or the Google Apps Premier Customer Agreement) (this "Amendment"), is made and entered into as of the date the last party executes it by electronic or manual signature (the "Amendment Effective Date"), thereby indicating acceptance of the terms of this Amendment between SADA Systems, Inc., a California corporation, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and the customer identified in the signature line hereto ("Customer"). Capitalized terms used but not defined herein will have the meaning set forth in the Original Agreement (defined below).

WHEREAS, the undersigned are parties to a G Suite Customer Agreement (formerly the Google Apps for Work Customer Agreement, the Google Apps for Business Customer Agreement, or the Google Apps Premier Customer Agreement) (all referred to herein as the "Original Agreement"); and

WHEREAS, through this Amendment the parties desire to modify certain terms of the Original Agreement;

THEREFORE, the parties hereby agree as follows:

1. Support. Section 1.2 of the G Suite Customer Agreement, the Google Apps for Work Customer Agreement, and the Google Apps for Business Customer Agreement and Section 1.3 of the Google Apps Premier Customer Agreement, as applicable, are each hereby amended and restated in its entirety as follows:

Support. Customer will respond to questions and complaints from Customer's individual end users who use the Services (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve. Customer hereby authorizes SADA to submit Customer support issues to Google on behalf of Customer, in connection with which, Customer hereby agrees and consents that SADA may disclose any Customer Information to Google as reasonably required for Google to provide technical support to SADA in connection such Customer support issues. Any Customer Information so disclosed will be used by Google in accordance with the Google TOS, including applicable confidentiality, data processing and security terms. SADA will not otherwise disclose Customer Information to Google. Customer may also escalate support requests to Google in accordance with Google's applicable technical support guidelines (the "TSSG") for the Services. Google will only provide customer support directly to Customer as set out in the Google TOS.

"Customer Information" means: (A) any data received by SADA from, or maintained by SADA on behalf of Customer, its Affiliates and/or its End Users in connection with the resale of the Services and/or supply of Provisioning Services, including any Personally Identifiable Information and End User passwords; and (B) any Services administrative accounts accessed by SADA in connection with the resale of the Services and/or supply of Provisioning Services, and any passwords for such accounts.

"Personally Identifiable Information" includes, without limitation, names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card information, transaction information, credit report information, biometric information, IP addresses, network and hardware identifiers, protected health information, geolocation information, and any other information about individual persons or their use of the Services.

“Provisioning Services” means any services associated with account activation, including administrative account setup, order management and placement, technical support services as described in this Section, and any other services required to administer Customer’s account as Google may require.

2. Communications with Google. Section 1.5 of the G Suite Customer Agreement and the Google Apps for Work Customer Agreement is hereby amended and restated in its entirety, and a new Section 1.5 or Section 1.6, as applicable, is added to the Google Apps for Business Customer Agreement and the Google Apps Premier Customer Agreement, to read as follows:

Communications with Google. Customer hereby consents and agrees that SADA may provide Google with contact details for Customer to allow Google to communicate directly with Customer for the following purposes: (A) to conduct customer service and satisfaction surveys; (B) as required to ensure Customer is provided with options to maintain continuity of the Services (including, if applicable, any scenario in which SADA’s authorization to continue to resell or provision the Services has been terminated); (C) for purposes related to the provisioning of the Services to Customer’s account, in relation to any Services updates or security incidents; and (D) as required to execute any non-standard Customer orders. Customer also agrees that Google may use such contact details to inform Customer about new or additional Google products related to the Services, provided that Google will take reasonable steps to allow Customer to opt out of receiving such Google product communications at any time as described in Google’s Privacy Policy.

3. Consents. Section 2.3 of the G Suite Customer Agreement and the Google Apps for Work Customer Agreement is amended and restated in its entirety, a new Section 2.7 is added the Google Apps for Business Customer Agreement, and a new Section 2.5 is added to the Google Apps Premier Customer Agreement, as follows:

Consents. Customer is responsible for providing the necessary notices to, and obtaining and maintaining any consents required from, End Users to allow SADA and Google to perform their respective contractual obligations under this Agreement and the Google Terms of Service, as applicable, with respect to Customer.

4. Processing of Personal Data on Customer’s Behalf. Section 5.2 of the G Suite Customer Agreement and the Google Apps for Work Customer Agreement is amended and restated in its entirety, a new Section 5.4 is added the Google Apps for Business Customer Agreement and Article 5 of the Google Apps for Business Customer Agreement is renamed “Confidential Information and Data Processing,” and Section 5.1 of the Google Apps Premier Customer Agreement is amended and restated in its entirety, as follows:

Processing of Personal Data on Customer’s Behalf.

(A) Non-European Data Protection Legislation. Except to the extent that the European Data Protection Legislation (as defined in below in Subsection (C)) applies to SADA’s processing of any personal data on behalf of Customer, SADA will, with respect to all personal data that it processes on Customer’s behalf:

- i. comply with, and only act on, instructions from or on behalf of Customer regarding the processing of such personal data;
- ii. not process such personal data for any purpose other than the performance of SADA’s obligations under this Agreement;

- iii. ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- iv. ensure the reliability of, and be responsible for, all of SADA's employees, agents and contractors who will have access to such personal data;
- v. not, by any act or omission, place Customer in breach of Non-European Data Protection Legislation;
- vi. inform Customer immediately of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to such personal data;
- vii. ensure that any third-party subcontractor engaged by SADA to process such personal data on behalf of Customer only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Subsection (A).

(B) If the European Data Protection Legislation applies to SADA's processing as processor of any personal data on behalf of Customer as controller (if, for example, the processing (x) is carried out in the context of the activities of an establishment of Customer in the European Economic Area ("EEA") or (y) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), SADA will:

- i. only process personal data in relation to which Customer is the data controller in accordance with written instructions from or on behalf of Customer, unless EU or EU Member State law to which SADA is subject requires other processing of such personal data, in which case SADA will inform Customer (unless that law prohibits SADA from doing so on important grounds of public interest);
- ii. not process such personal data for any purpose other than for the performance of SADA's obligations under this Agreement;
- iii. ensure that appropriate technical and organizational measures are taken to avoid unauthorized or unlawful processing of such personal data and loss or destruction of, or damage to, such personal data;
- iv. ensure that all of SADA's employees, agents and contractors who will have access to such personal data have committed themselves to confidentiality or are otherwise under an appropriate obligation of confidentiality;
- v. not, by any act or omission, place Customer in breach of the European Data Protection Legislation;
- vi. inform Customer promptly and without undue delay of any data protection breaches or unauthorized or unlawful processing, loss, or destruction of, or damage to, such personal data;
- vii. obtain prior consent to engage any third-party subcontractor to process such personal data on behalf of Customer, and ensure such third-party subcontractor only uses and accesses such personal data in accordance with the terms of this Agreement and is bound by written obligations requiring it to provide at least the level of data protection required under this Subsection (B);

- viii. taking into account the nature of the processing, assist Customer by appropriate technical and organizational safeguards, insofar as this is possible, for the fulfillment of Customer's obligations under the European Data Protection Legislation to respond to requests for exercising the data subject's rights;
- ix. assist Customer in ensuring compliance with any applicable obligations under the European Data Protection Legislation related to security; breach notification; data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to SADA;
- x. at the option of Customer (as evidenced in writing), delete or return all the personal data to Customer upon the expiration or termination of this Agreement, and delete existing copies unless prohibited from doing so by applicable EU or EU member state law;
- xi. commencing May 25, 2018, make available to Customer all information necessary to demonstrate SADA's compliance with the obligations imposed by this Agreement in respect of such personal data and allow for and cooperate with audits, including inspections, conducted by Customer or an auditor chosen by Customer; and
- xii. not process, or cause to be processed, such personal data outside the EEA unless SADA adopts a compliance solution that achieves compliance with the terms of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

(C) For purposes of this Agreement, "European Data Protection Legislation" means, as applicable: (1) any national provisions adopted pursuant to Directive 95/46/EC of the European Parliament and of the Council on the Protection of Individuals with Regard to the Processing of Personal Data and on the Free Movement of Such Data (the "Directive"); (2) the Federal Data Protection Act of 10 June 1992 (Switzerland); (3) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/E (the "GDPR"); and/or (4) any other data protection or privacy legislation in force in the EEA or Switzerland. The terms "processing", "personal data", "processor", and "controller" as used in this Section 5.2 have the meanings given such terms in the European Data Protection Legislation.

5. A new Section 5.5 is added to the Google Apps Premier Customer Agreement, to read as follows:

Passwords. For the avoidance of doubt, SADA will only change or reset Customer or End User passwords if and/or as instructed by Customer.

6. **No Other Changes; Full Force and Effect.** Except as stated in this Amendment, no further additions, modifications or deletions to the Agreement are intended by the parties or made by this Amendment. Other than as expressly amended pursuant to this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the parties through their duly authorized officers as of the date set forth below.

SADA Systems, Inc.

Village of Downers Grove

Print name: _____

Print name: _____

Print title: _____

Print title: _____

Date: _____

Date: _____



Certificate Of Completion

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Status: Sent

Subject: Village of Downers Grove + SADA G Suite Customer Amendment for GDPR

Source Envelope:

Document Pages: 5

Signatures: 0

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Initials: 0

Nicky Parseghian

AutoNav: Enabled

5250 Lankershim Blvd., Ste. 620

Envelopeld Stamping: Enabled

North Hollywood, CA 91601

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

nicky.parseghian@sadasystems.com

IP Address: 107.178.192.158

Record Tracking

Status: Original

Holder: Nicky Parseghian

Location: DocuSign

5/17/2018 4:09:32 PM

nicky.parseghian@sadasystems.com

Signer Events

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Dave Kenny

Sent: 5/17/2018 4:09:33 PM

dkenny@downers.us

Viewed: 5/18/2018 7:14:13 AM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/18/2018 7:14:13 AM

ID: 7ff92e85-544e-41ef-a22d-33dc4a7eda80

Annie Safoian

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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In Person Signer Events

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Nicky Parseghian

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Practice Director

SADA Systems

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

SADA Customer Success Team

csm@sadasystems.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

Parties agreed to: Dave Kenny

CONSUMER DISCLOSURE

From time to time, SADA Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact SADA Systems:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: salesoperations@sadasystems.com

To advise SADA Systems of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at salesoperations@sadasystems.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from SADA Systems

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to salesoperations@sadasystems.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SADA Systems

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to salesoperations@sadasystems.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify SADA Systems as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by SADA Systems during the course of my relationship with you.