

ORDINANCE NO. 2023 - 002

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO RENEW THE AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP THE CITY'S TRANSITION TO MICROSOFT OFFICE 365, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to renew the agreement with Quality IP to help the City's transition to Microsoft Office 365 and providing new emails for City Council and City employees; and

WHEREAS, it will be a thirty-six (36) month agreement and thereafter shall automatically renew for successive terms of twelve (12) months unless terminated within 15 days after notification; and

WHEREAS, the Administration did not seek any other bids or proposals for the reason that Quality IP has been a technology vendor for the City and Quality IP is familiar with the City's technology needs; therefore, competitive bidding is requested to be waived.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to renew the agreement with Quality IP to update the City's help the City's transition to Microsoft Office 365 and is more fully described in Exhibit "A" attached hereto and incorporated herein. Competitive bidding is hereby waived.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: January 18, 2023
Date

EFFECTIVE: January 18, 2023
Date

ATTEST: Amy Wilkens
Amy Wilkens
Clerk of Council

Jerry T. Fiala
Jerry T. Fiala
Mayor and President of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS

OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF ORDINANCE No. 2023-002, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON January 18, 2023.

(SEAL)

Amy Wilkens
AMY WILKENS
CLERK OF COUNCIL

QualityIP

Knows IT

We have prepared a quote for you

IT Agreement Renewal

QUOTE # 010834 V1

PREPARED FOR
City of Kent

PREPARED BY
Ryan Markham

We know IT.

The evolution of your business is a journey like no other and it's essential that your technology evolves with it. Now, more than ever, you need robust IT solutions to stay competitive, expert advice to simplify your options, and best practices to tie it all together to streamline your systems. Our friendly technicians enjoy the challenge of combining their expertise to bring you the solution that's right for you.

You belong with us.

This purchase is just the beginning of our collaboration together. We'll be here with you every step of the way to make sure that your technology is advancing your boldest business goals. As CEO of Quality IP, I am proud of our team of experts. We consistently deliver unparalleled solutions, support, and customer service. **Quality IP—Knows IT. Put us to work for you.**



Ryan Markham
CEO, QualityIP



QualityIP
Knows IT

Main: (330) 931-4141
Email: ryanm@qualityip.com
Web: <https://www.qualityip.com>

Thursday, December 22, 2022

City of Kent
Nick Cecil
930 Overholt Rd.
Kent, OH 44240
nicholas.cecil@kent-ohio.org

Dear Nick,



Our meeting was very helpful to establish the framework for our next IT agreement. We removed services that you provide, and we added email backup along with adjusting quantities as you requested. The biggest change is the addition of Mae Van Riper as a full time employee for City of Kent. As we discussed, losing a quality employee like Mae is difficult for us, but we appreciate the desire by her and you to work together full-time. We feel everyone wins with the right structure as defined in this agreement renewal.




We appreciate our relationship with City of Kent and we look forward to our continued success!!




Ryan Markham
CEO
QualityIP


Main: (330) 931-4141
 Email: ryanm@qualityip.com
 Web: https://www.qualityip.com

Managed Security		Recurring	Qty	Ext. Recurring
Automated Change Management and Auditing		\$50.00	1	\$50.00
Managed Password Service for Administrators		\$100.00	2	\$200.00
<ul style="list-style-type: none"> - Securely share, store, synchronize, and audit passwords - Meet strict compliance objectives - Keep your critical information safe from intruders - Monitor and report on the access permissions of your staff - Revoke access with the click of a button instead of manually changing passwords - Automate and synchronize password updates - Store and share dozens or hundreds of passwords among many people 				
Recurring Subtotal				\$250.00

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT - Workstation + Encryption		\$22.00	195	\$4,290.00
<ul style="list-style-type: none"> - Computer Cleanup with Optimization - Hardware/Software Asset Management - Hardware Resource Monitoring - HelpDesk Ticket Management - Technician Remote Access - Windows Patch Management - Managed BitLocker Full Disk Encryption 				
Managed IT for Servers		\$50.00	19	\$950.00
<ul style="list-style-type: none"> - Drive Space Monitoring - Event Log Monitoring - Hardware/Software Asset Management - Hardware Resource Monitoring - HelpDesk Ticket Management - Technician Remote Access - Windows Patch Management 				
Managed Backup -- Veeam		\$50.00	12	\$600.00
<ul style="list-style-type: none"> - Fast and Reliable Image Based Backups - Daily Review of Backup Software Alerts - Granular Recovery with Scalable Design 				
<i>*these billing counts will automatically increase if we add devices</i>				
Recurring Subtotal				\$5,840.00

Main: (330) 931-4141
 Email: ryanm@qualityip.com
 Web: https://www.qualityip.com

HelpDesk Support		Recurring	Qty	Ext. Recurring
Remote IT HelpDesk Services (24 hours per month)		\$150.00	24	\$3,600.00
<i>*additional hours will automatically be invoiced at a discounted rate of \$100 per hour</i>				
Recurring Subtotal				\$3,600.00

HelpDesk System		Recurring	Qty	Ext. Recurring
HelpDesk Ticketing System Licensing (per user) ConnectWise user		\$150.00	2	\$300.00
Recurring Subtotal				\$300.00

Main: (330) 931-4141
 Email: ryanm@qualityip.com
 Web: https://www.qualityip.com

IT Agreement Renewal



Prepared by:

QualityIP
 Ryan Markham
 (833) KNOWS-IT
 ryanm@qualityip.com

Prepared for:

City of Kent
 930 Overholt Rd.
 Kent, OH 44240
 Nick Cecil
 (330) 676-7506
 nicholas.cecil@kent-ohio.org

Quote Information:

Quote #: 010834
 Version: 1
 Delivery Date: 12/22/2022
 Expiration Date: 01/31/2023

Recurring Expenses Summary

Description	Amount
Managed Security	\$250.00
Managed Services	\$5,840.00
HelpDesk Support	\$3,600.00
HelpDesk System	\$300.00
Recurring Total:	\$9,990.00

Summary of Selected Payment Options

Description	Amount
Term Options: Managed IT Agreement	
Selected Recurring Payment	\$6,090.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

QualityIP

City of Kent

Signature: _____

Signature: _____


Name: Ryan Markham

Name: Nick Cecil

Title: CEO

Date: _____

Date: 12/22/2022

 **Managed IT Agreement**

Thank you for selecting QualityIP!

We are committed to providing you with the highest quality services. Please let us know if you have questions or concerns.

By this Monitoring/Managed IT Services Agreement ("Agreement"), Quality IP, LLC. ("QualityIP") and City of Kent ("Client") agree as follows:

1. **Services.** During the term of this Agreement QualityIP agrees to provide the services described in the attached Quote 010834 with respect to the Computer System identified in Quote 010834. "Computer System" means the computer hardware and the computer software listed in Quote 010834.
2. **Term.** This Agreement is effective as of the client signature date and shall continue for 36 months, and thereafter shall automatically renew for successive terms of 12 months unless terminated as provided herein.
3. **Fees.** Client shall pay QualityIP fees for the services described within 10 days of invoice.
4. **Client Responsibilities:** Within 5 business days of the occurrence of any of the following events Client will notify QualityIP of the occurrence of such event: (i) any change to the Computer System, including the addition, deletion, replacement, or damage to any hardware or the addition or deletion of any software; (ii) any change to Client's internet connection or provider; and (iii) any malfunctions of the Computer System or Client's internet connections.
5. **Warranty Disclaimer.** While QualityIP believes that the monitoring and management IT services described on Quote 010834 will help to maximize the performance of the Computer System and increase the likelihood of early detection of potential problems, QualityIP does not warrant that the products or services provided herein will achieve any particular results or prevent any particular problems or malfunctions. As such, QualityIP makes no warranties whatsoever, express or implied, including but not limited to warranties for merchantability or fitness for any particular purpose with respect to its products and services.
6. **Limitation of Liability.** Under no circumstances shall QualityIP have any liability for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including attorney's fees caused, directly or indirectly, in whole or in part, by (i) any acts or omissions of Client, its employees or contractors; (ii) a third party; (iii) abuse, misuse, alteration or use the Computer System by Client or others; (iv) causes beyond its control, including strikes, riots, earthquakes, epidemics, wars, terrorism, fires, floods, weather, heat, humidity, cold, power failures, telecommunications interruption, computer malfunctions, software malfunctions, acts of God and any other failure, interruption or error not directly caused by QualityIP. No action against QualityIP arising out of or concerning this Agreement (whether based in contract or tort) may be brought more than one (1) year after the termination of this Agreement. In all events and under all circumstances, QualityIP's liability is

limited, in the aggregate, to the amount of fees actually paid to QualityIP for the services rendered. Under no circumstances shall QualityIP have any liability for any incidental, consequential, special, indirect, delay, economic or property damages whatsoever (including any damages for loss of business, loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if QualityIP or its suppliers were advised of the possibility of such damage.

7. **Interference.** Client shall not, directly or indirectly, during the term of this Agreement and for 12 months following the termination of this Agreement, induce or influence any employee of QualityIP to terminate their relationship with QualityIP. Employing, granting an interest in any business to, or otherwise compensating an ex employee of QualityIP for services of any nature during the 12 months following the end of such person's employment with QualityIP is conclusively presumed to be a violation of this provision.

8. **Confidentiality.** Each party shall treat the information received from the other party that is designated as confidential ("Confidential Information") as a trade secret and strictly confidential. Neither party shall use any Confidential Information except in connection with performance of this Agreement. Neither party shall disclose any Confidential Information to any person except those persons within its organization who need to know such information to perform this Agreement. Upon termination of this Agreement, each party shall either return or destroy all of the other's Confidential Information in their possession.

9. **QualityIP's Property.** The software and programs installed by QualityIP to enable it to provide the services described in Quote 010834 are the sole and exclusive property of QualityIP (Management Software). The Management Software may only be possessed and used by Client in connection with this Agreement. Under no circumstances may any Management Software be copied or transferred. Upon termination of this Agreement, Client shall cease using the Management Software and shall immediately uninstall and return the Management Software to QualityIP (retaining no copies). Client shall, upon the termination of this Agreement, permit QualityIP to come onto its premises and have access to the Computer System for the purpose of removing the Management Software. Notwithstanding the termination of this Agreement, and in addition to any other remedy available to QualityIP, Client shall remain responsible for the payment of the fees set forth on Quote 010834 until such time as the Management Software is uninstalled and returned to QualityIP.

10. Client shall not subcontract, assign, or transfer any interest, obligation or right under this Agreement without prior written consent from QualityIP, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

11. **Termination.** By QualityIP. QualityIP may terminate this Agreement in the event Client: (i) fails to make payments as and when required; (ii) commits any other breach of this Agreement; (iii) is the subject of a dissolution or bankruptcy action; or (iv) suffers the appointment of a receiver or trustee. If any of these events occurs, in addition to all other remedies available to QualityIP,

QualityIP may immediately cease providing services to Client and the entire amount of the fees identified in Quote 010834 accrued and unpaid together with the fees remaining to be paid through the end of the then existing term of this Agreement shall become immediately due and payable in full in a lump sum.

By Client. Client may terminate this Agreement if QualityIP notifies Client of an increase in fees or the discontinuance of any of the services identified in Quote 010834 (unless such services are proposed to be replaced by equal or better services) by notifying QualityIP within 15 days after QualityIP notifies Client of the fee or service change. In this event Client shall remain responsible to pay the fees identified in Quote 010834 through the effective date of the termination. If Client fails to terminate this Agreement within said period of time, Client shall be deemed to have accepted the changed terms.

By Either Party. Either QualityIP and Client may terminate this Agreement effective at the end of the then current term of this Agreement by providing the other written notice of termination not less than 60 days prior to the end of the existing term. In this event Client shall remain responsible to pay the fees identified in Quote 010834 through the effective date of the termination.

12. Remedies. In the event Client violates this Agreement, QualityIP shall have all rights and remedies set forth in this Agreement together with those available to it at law and in equity, specifically including the right to obtain temporary and permanent injunctive orders, to recover damages sustained as a result of such breach, and to recover all costs and expenses. Client shall pay all attorney's fees and court costs incurred by QualityIP with respect to enforcing or defending any claim arising out of or related to this Agreement, including attorney's fees and costs incurred to enforce or collect any judgment, order or award. Such attorney's fees and expenses shall be made part of any award, judgment or order entered in favor of QualityIP. All of QualityIP's rights and remedies are cumulative and may be exercised concurrently and/or consecutively and as often as the occasion therefore arises.

13. Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, excluding its conflict of laws, and the laws of the United States of America. The forum for resolving any dispute arising out of or concerning this Agreement shall be the Portage County, Ohio Court of Common Pleas, or the United States District Court for the Northern District of Ohio Eastern Division, Akron, Ohio. QualityIP and Client consent to the jurisdiction and venue of said courts and waive any defense they may have to the jurisdiction or venue of said courts.

14. Severability. Each and every provision of this Agreement is severable from the other provisions. As such, if any provision of this Agreement is held to be invalid, such invalidity shall not affect any of the remaining provisions of this Agreement, all of which shall remain in full force and effect. Furthermore, it is expressly agreed that the invalid provision shall not be totally avoided if it is possible to modify such provision and make it valid. If it is possible to modify such provision, then such modification shall be made in a manner that maintains, to the greatest extent possible, the legal, economic and practical effect of such provision as it was originally written.

15. **Entire Agreement.** This Agreement, including Quote 010834, constitutes the entire understanding of the parties with respect to its subject matter, and all prior agreements, understandings and representations are canceled in their entirety.
16. **Taxes.** Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.
17. **Modification.** This Agreement may only be modified by written agreement of the parties. Except as otherwise provided in this Agreement, no course of dealing or the failure or delay of a party to enforce any provision of this Agreement shall constitute a modification of this Agreement or the waiver of any of its provisions.
18. **Survival.** The provisions of Sections 6, 7, 8, 9, 11, 12, 13, 14, 17, and 18 shall survive the termination of this Agreement and shall remain enforceable according to their terms.
19. **Electronic or facsimile signatures are binding.**