ORDINANCE NO. 2019 – 29

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH QUALITY IP AND THE CITY OF KENT TO HELP WITH BUSINESS TECHNOLOGY NEEDS, WAIVING COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kent desires to enter into an agreement with Quality IP to help with business technology needs; and

WHEREAS, it will be a twenty four (24) month agreement totaling $378,980 over the life of the agreement; and

WHEREAS, the parties will have the option to renew the agreement for an addition one (1) year after the expiration of the initial twenty four (24) month term; and

WHEREAS, this year's portion will be approximately $158,200; 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, at least three-fourths (3/4) of all members elected thereto concurring:

SECTION 1. That Council does hereby authorize the City Manager, or his designee, to enter into an agreement with Quality IP to help with business technology needs, 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: _March 20, 2019_
Date

EFFECTIVE: _March 20, 2019_
Date

ATTEST: _Dawn Bishop_
Dawn Bishop
Interim Clerk of Council

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

I, DAWN BISHOP, INTERIM 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.* _____, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON _____, 20_____.

(SEAL)

_____
DAWN BISHOP
INTERIM CLERK OF COUNCIL

CITY OF KENT, OHIO

Information Technologies Department
Memorandum

To: Dave Ruller, City Manager
From: Gary Bishop, IT & Communications Manager *GRB*
Date: 2/27/2019
Re: Managed Services Agreement with QualityIP

Mr. Ruller,

I request that City Council approve the agreement between the City of Kent and QualityIP. We have been working with QualityIP since May, 2017 on many IT projects, the new phone system, backup infrastructure, network design and implementation. They are currently engaged with us on an hourly basis to assist with IT needs that I am unable to complete on my own. As you are aware, those needs are much more than one person can fill, so I have worked on a proposal with QualityIP to take on a larger role in our day-to-day operation.

I ask that this agreement be placed on the March 6th, 2019 agenda so that Council may consider approving the agreement.

I have attached a copy of the agreement for review. Please contact me if you have any questions or concerns

Thank you.

QualityIP
Knows IT

We have prepared a quote for you

PREPARED FOR

PREPARED BY

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

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

Friday, February 22, 2019

City of Kent
Gary Bishop
930 Overholt Rd.
Kent, OH 44240
bishopg@kent-ohio.org

Dear Gary,

Over the last year we've helped redesign your firewall, networking, telecom, phone system, dispatch center, security practices and disaster recovery planning. We look forward to building on this momentum by adding regular services for HelpDesk, Onsite Support, Procurement, Security Services and big picture planning.

We've built a strong reputation providing similar solutions to organizations like yourself and we're confident you'll be satisfied with our results.

Our Team

QualityIP started in 2004 with one goal in mind, to help companies with business technology needs. We've worked with over 400 companies throughout Northeast Ohio supporting all areas of business technology.

One of our greatest assets is our people. Our dispatch team is the glue of of our operation. They manage tickets from creation to completion while guaranteeing each task is properly assigned to a certified technician. There's a lot involved with vendor and staff communication to keep tickets progressing and this group an essential part of that process.

HelpDesk ticketing also provides accountability to the IT department by prioritizing important tasks while making sure all issues are accounted for. Our HelpDesk is staffed from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.

It's our goal to help City of Kent become proactive with technology. We only provide "best practice" recommendations with certified solutions from companies you can trust. **QualityIP** is Cisco, Dell and Microsoft certified.

CISCO
Partner

DELL **PartnerDirect** Preferred

Microsoft Partner
Silver Devices and Deployment

Business name:	Quality IP, LLC
Contact name:	Ryan Markham
Postal address:	145 S. River St, Kent, Ohio 44240
Email address:	ryanm@qualityip.com
Website:	www.qualityip.com
Telephone:	(330) 931-4141

Corporate Status:	Individual/Sole proprietor, Limited Liability Company
Federal Tax ID:	20-1754058

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

State Vendor ID: 67900033
Incorporated: October, 2004
Active Employees: 50

Network Security

We're always looking to improve security as your IT department. The City of Kent requires advanced security systems to safeguard your public utility and finance functions as well as protect vital statistics data from unlawful access. The best first step was implementing your ASA 5508 firewall with FirePOWER + implementing VLAN's for secure networking. Those systems require regular testing to ensure these newly implemented strategies continue working long term.

Since 95% of data breaches are caused by human error we need to educate staff on how to identify + avoid falling victim to phishing attempts. We ran a dark web scan to identify how vulnerable City of Kent is. We found 176 breaches with passwords that have been compromised on sites like B2B USA, Exactis, LinkedIn, etc.

Here's a breakdown of the highest risk accounts compromised. We can provide more granular details like website names and weak passwords if needed.

Perimeter security does not provide an all-inclusive security defense. That's why we recommend Security Awareness Training to provide initial education + ongoing testing to maintain compliance. We envision this as part of your new hire onboarding process after we certify all existing staff members.

Q: We'll take a granular approach to your security by implementing device monitoring, staff education and IT procedures that support our initiatives quoted under Managed Security in our proposal. **Let's transform your weakest links into your strongest defense.**

Disaster Recovery Planning

QualityIP currently provides Veeam virtualization backup software licensing and daily transfer management tasks from SAC to PD and PD to SAC. This was a significant improvement from the previous design that's provided confidence in our ability to restore data when needed.

Q: This system has been working great. No changes needed at this time.

Managed Services

Computers require routine maintenance like windows updates, firmware patches, scheduled scans, event log tracking and resource monitoring. These maintenance tasks are essential to run real-time since they're usually bug fix or security protection oriented.

Q: We plan to get these tasks back on track through our AutoMate scripting engine and door-to-door visits. Once our initial baseline is created through our onboarding process you'll find more consistent results with workstation performance.

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Professional Services

There's a lot of technology to manage across all city offices. We require someone to respond to IT requests, someone to manage larger IT projects, someone to update systems, someone to onboard/offboard staff, someone to meet with city officials, someone to order hardware and someone to be researching better ways to protect our IT environment. This all happens today with one person. We plan to build around Gary Bishop so he can focus on big picture tasks while we manage the HelpDesk, daily ticketing, onboarding/offboarding, phone system changes, firewall monitoring, etc.

Q: Once we're announced as your new IT HelpDesk we'll follow by emailing our welcome packet. This highlights our mission and the ways to contact **QualityIP** for IT support. These efforts coincide with door-to-door staff introductions to put a face with the name. During this process we'll start our initial cleanup + maintenance work to provide an immediate impact on workstation performance.

Microsoft Deadlines

As of January 14th, 2020 your Windows 7 workstations will become end-of-life. After that date Microsoft will no longer provide security updates or system patches to these systems.

Q: You currently have 30 - 40 workstations that need replaced in the next 15 months. This requires working with staff to determine if it's one-for-one replacement or do we move machines around to provide a greater impact for additional users. We'll will work with Dell on the best pricing possible, then we'll order, track, stage, install and test each computer implemented + recycle equipment removed from service.

You'll be amazed how much faster and easier things work with this newly designed infrastructure!!

At **QualityIP** we preach teamwork...

- We have a dispatch team that creates + manages HelpDesk tickets. They regularly communicate with City of Kent users and **QualityIP** resources to ensure tickets always have a streamlined path to completion.
- We have a procurement team that helps get computers, printers, toner or whatever is needed. We'll track shipments to schedule installation for the date of delivery.
- We have a HelpDesk team in our office from 6 am to 11 pm plus weekends with on call 24/7/365. You'll always talk to a live person that can help.

It really takes a village to make this work and you have the full QualityIP team at your disposal.

Let me know when you'd like to get started.

Ryan Markham
President / CEO
QualityIP

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HelpDesk System		Recurring	Qty	Ext. Recurring
HelpDesk Software + Management System Licensing for Gary Bishop		$150.00	1	$150.00
		Recurring Subtotal		**$150.00**

Managed Backup		Recurring	Qty	Ext. Recurring
Managed Backup – Veeam Licensing		$50.00	5	$250.00
Encrypted Offsite Backup Transfer Management (SAC to PD + PD to SAC)		$50.00	4	$200.00
*Currently under agreement for backup management.				
		Recurring Subtotal		**$450.00**

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT for Workstations - Hardware and Software Asset Management - Online Trouble Ticket Management - Desktop Optimization & Management - Windows Patch Management - Technician Remote Access - Centralized administration for updates and scheduling		$21.00	150	$3,150.00
Managed IT for Server - Server Availability Monitoring Maintenance - Microsoft Patch Management - Event Log Monitoring - Log File Maintenance - Drive Space Monitoring - Hardware and Software Asset Management - Online Trouble Ticket Management - Integrated solution providing security protection for file servers - Central administration of all features, including updates, and scheduling		$95.00	5	$475.00
Customer currently has Sophos Licensing		($1,500.00)	1	($1,500.00)
		Recurring Subtotal		**$2,125.00**

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Web: https://www.qualityip.com

Managed Security		Recurring	Qty	Ext. Recurring
Managed Firewall Monitoring Security Service Administration, monitoring and maintenance of firewall infrastructure, freeing clients from the burden of policy management, upgrades and patch deployment.		$100.00	1	$100.00
Managed Network Topology Administration with Security Intelligence Event Monitoring Instantly know how everything on a network is connected with a complete map of physical and logical topologies		$20.00	40	$800.00
Security Awareness Training + Incident Response Tracking with Policies and Procedures Educate employees about corporate policies and procedures for working with Information Technology		$1,000.00	1	$1,000.00
External Vulnerability Scanning + Remediation Pinpoint your most critical threats and prioritize patching		$150.00	1	$150.00
Managed Password Service for Network Administrators and Staff Securely share, store, synchronize, and audit passwords while meeting compliance objectives		$275.00	1	$275.00
*Passwords currently stored in Google spreadsheets				
		Recurring Subtotal		**$2,325.00**

Professional Services		Recurring	Qty	Ext. Recurring
Virtual Chief Information Officer Formulating strategic IT goals, planning the IT budget, analyzing and reworking business processes and facilitating technology changes.		$175.00	2	$350.00
Virtual Chief Security Officer Partners with you as a trusted member of your leadership team to develop and maintain a company security vision and strategy.		$175.00	2	$350.00
Onsite and Remote IT Services Provide technical support and troubleshooting services to end-users who need assistance with their computer hardware or software.		$120.00	150	$18,000.00
Microsoft Silver Certified Services (Active Directory, Office Licensing, SharePoint) Provide Microsoft Certified technical support and troubleshooting services to end-users who need assistance with Microsoft Products.		$135.00	2	$270.00
Cisco Premier Certified Services (Firewall, Switches, Phone System) Provide Cisco Certified technical support and troubleshooting services to end-users who need assistance with Cisco Products.		$150.00	5	$750.00

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Professional Services		Recurring	Qty	Ext. Recurring
Municipality Discount		($9,000.00)	1	($9,000.00)
		Recurring Subtotal		**$10,720.00**

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IT Roadmap

Prepared by:

QualityIP
Ryan Markham
(330) 474-1240
quotes@qualityip.com

Prepared for:

City of Kent
930 Overholt Rd.
Kent, OH 44240
Gary Bishop
(330) 676-7557
bishopg@kent-ohio.org

Quote Information:

Quote #: 001736
Version: 2
Delivery Date: 02/21/2019
Expiration Date: 04/30/2019

Recurring Expenses Summary

Description	Amount
HelpDesk System	$150.00
Managed Backup	$450.00
Managed Services	$2,125.00
Managed Security	$2,325.00
Professional Services	$10,720.00
Recurring Total:	**$15,770.00**

Summary of Selected Payment Options

Description	Amount
Term Options: Managed IT Agreement	
Selected Recurring Payment	$15,770.00

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

QualityIP

Signature: _Ryan Markham_

Name: Ryan Markham

Title: President / CEO

Date: 02/21/2019

City of Kent

Signature: _____

Name: Gary Bishop

Date: _____

QualityIP
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Web: https://www.qualityip.com

Managed IT Agreement

Thank you for selecting Quality IP!

We are committed to providing you with the highest quality services. Please let us know if you have any 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 001736 with respect to the Computer System identified in Quote 001736. "Computer System" means the computer hardware and the computer software listed in Quote 001736.

2.   Term. This Agreement is effective as of 04/01/2019 and shall continue for 24 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 001736 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 001736 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 001736 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

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001736 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 001736 (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 001736 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 001736 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 001736, 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.