



City of Kent
Wednesday, January 4, 2023
City Council Committee Meetings
320 S. Depeyster Street, Kent, OH 44240

AGENDA

6:55 P.M. Board of Control

7:00 P.M. Council Committee Meetings

Call to Order

1. **Committee of the Whole** (Chair Fiala/ Vice-Chair Amrhein)
 - 1.1. Office 365 Migration (Nick Cecil)
 - 1.2. Review and Update of the Pending List Items (Dave Ruller)
 - 1.3. New City Hall Construction Update (Melanie Baker)
2. **Health and Public Safety Committee** (Chair Amrhein/ Vice-Chair Sidoti)
 - 2.1. Fire Department Update (Fire Chief Bill Myers)
 - 2.2. Health Department Request to Oppose State HB515 (Joan Seidel)
 - 2.3. Police Department Update on Animal Control Services (Police Chief Nick Shearer)
3. **Finance Committee** (Chair DeLeone/Vice-Chair Wallach)
 - 3.1. Information Technology Support Contract (Nick Cecil)
4. **Executive Session-** To Confer with an Attorney for the Public Body Subject to Pending or Imminent Court Action

Adjourn

Any person who requires an auxiliary aid or service for effective communication or a modification of policies and procedures to participate in any City or City Council public meeting or event should contact the Clerk of Council at 330-676-7555 or councilclerk@kentohio.gov. Any request for auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.

TENTATIVE JANUARY 2023 CALENDAR

Visit and subscribe to the online calendar at www.kentohio.org/calendar.aspx

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 New Year's Day	2 New Year's Day Observed	3 3 pm Arch. Rev. Brd. Mtg. 7pm Planning Commission	4 7:00 pm Council Committee Mtgs	5	6	7
8	9 5:30 pm Sustainability Commission	10 5:30 pm Board of Health Meeting	11	12 4:00 pm Standing Rock Cemetery Board	13	14
15	16 Martin Luther King Jr. Day	17 7pm Planning Commission	18 7:30 pm Reg. Council Mtg	19 5:30 pm Parks and Rec. Board	20	21
22	23 5 pm Civil Service Commission Mtg. 7 pm Board of Zoning Appeals	24	25	26	27	28
29	30	31				

KENT CITY COUNCIL'S PENDING LIST

Administration	Month/Yr.	Motion Made by
Sustainability Comm.: Fending off Global Warning; report on climate change	7/14; 2/16; 8/21	Wallach; Shaffer Bish
Senior Advisory Committee	10/17	Ferrara; Sidoti
Conflict of Interest, Boards and Commission	12/19	Shaffer Bish
Unattended vehicles/idling cars	10/19	Wallach
Design Guidelines Reorganization	6/21	Sidoti
Review of Noise Ordinance Code and Recommendations	9/21	Ferrara
Discussion with Franklin Twp. /sidewalk upkeep during major snow events	1/22	Shaffer Bish

Council Committee	Month/Yr.	Motion Made by
Parameters for low frequency noises-- Health and Public Safety	1/21	Wallach
Proactively addressing race & diversity in Kent-- Committee of Whole	9/20	Wallach
City Flag Redesign- Committee of the Whole	8/21	Rosenberg
Animal Control Equipment Discussion- Health and Public Safety	11/21	Kuhar
Changes in Firework Laws- Health & Public Safety	7/22	Shaffer Bish
Yard Waste Site Policies- Streets, Sidewalks and Utilities	8/22	Ferrara

Updated & Posted December 28, 2022 Amy Wilkens | Clerk of Council | Kent City Council

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CITY OF KENT, OHIO

Information Technologies Department Memorandum

To: Dave Ruller, City Manager
From: Nicholas Cecil, IT & Communications Manager
Date: 11/29/2022
Re: Office 365 Migration

Mr. Ruller,

I am requesting time at the January 4th Council Meeting to discuss the Office 365 Migration as it relates to the City Council Members. A brief outline of topics includes:

1. Email and Calendar
 - a. Current email and calendar data will be automatically moved
 - b. Email address will be changing to new .gov format
 - c. Current Kent-Ohio.org addresses will continue to receive email
 - d. Existing Google accounts to be disabled March 1st
2. Google Drive
 - a. Any data currently in Google Drive will need moved to OneDrive
3. Duo Multifactor Authentication (MFA)
 - a. Required for The City to obtain Cybersecurity Insurance
 - b. Token Vs. Duo phone App
4. Migration Scheduling
 - a. Must be completed before March 1st 2023
 - b. Can be as a group or individually

Thank you,

Nicholas Cecil

Pending List Update

January 2023

ADMINISTRATION

1) Sustainability Commission to come up with 10 action items to fend off global warming (7/14, 2/16)

The Sustainability Commission included an article in the Summer 2019 edition of the Tree City Bulletin that included 10 action items for people to take to reduce the rate of global warming. The Sustainability Commission has also been working on the development of a Climate Action Plan which when complete will include recommendations for actions that the City can take to reduce their carbon footprint and reduce global warming. The development of the Climate Action Plan is a multi-year effort which when complete will produce action items for Council to consider. In December 2021 Council received an update on the completion of the first phase of the Climate Action Plan (local emissions inventory).

Recommendation: Retain on list until the Climate Action Plan is complete.

2) Explore Senior Center Advisory Committee. (10/17)

Council has had a couple of presentations and discussions in Committee of the Whole regarding the availability of services/facilities/housing/etc., for seniors in Kent. In a work-session Council also brought in speakers that provide senior services in areas around Kent to share the types of services/facilities that they provide. Council referred the topic of a senior center to Kent Parks and Recreation for further review and recommendations. Individual Council members have made subsequent motions to resume the conversation on senior services in Committee but those motions failed to pass pending the future recommendations from Parks and Recreation.

Recommendation: The Parks Department has yet to complete its P&R Master Plan update so I recommend retaining this item on the pending list.

3) Conflict of Interest for Boards and Commissions (12/19)

One of the Planning Commission members had expressed his frustration for being denied the ability to speak on projects that he was personally involved in as an architect due to conflict of interest. Council asked staff for a clarification on the conflict of interest policy. With only a single complaint, this has not been a high priority and the legal staff has not had a chance to put a Council response together. This is a unique situation that has not resulted in further complaints and Hope and I wondering if Council still considers this a priority or not.

Recommendation: Remove or retain on the pending list.

4) Review and Discuss Unattended Vehicle Idling in the City (9/19, 2/20)

Staff has researched this issue and presented Council with the findings at the February 5, 2020 Committee meeting. Council asked to continue discussions at a future time.

Recommendation: Retain on the pending list.

5) Design Guidelines Reorganization (6/21)

The Design Guidelines review and update has been underway for the last year. After revisions and numerous public meetings with the consultant team, the design guideline recommendations are in their final draft form, with the final report back to Council expected in Spring 2023.

Recommendation: Retain on the pending list until the presentation of the consultant's final recommendations.

6) Review of Noise Ordinance and Recommendations (9/21)

Following a neighbor to neighbor dispute over guitar noise and a subsequent Police noise citation, Council asked staff to review the City Noise Ordinance to see if it can be refined to balance the opposing concerns of the neighbors. The Law Director provided Council with recommendations in April 2022 to amend the City's Noise Ordinance and discussed the matter with the resident.

Recommendation: Remove from the pending list.

7) Discussion with Franklin Township on Sidewalk Shoveling (9/21)

The staff have not had specific sidewalk shoveling conversations with the Franklin Township but we did collaborate with PARTA and the Township on a successful SR 59 corridor pedestrian safety planning grant application (approved by Council in June 2022) – and that study is currently underway. It seems possible to raise the discussion of sidewalk safety in the winter as part of the corridor study discussions.

Recommendation: Retain on the pending list until the SR 59 pedestrian safety corridor study is complete.

COUNCIL COMMITTEES

Health & Safety Committee

1) Parameters for Low Frequency Noises (1/21)

Following a complaint regarding low frequency noise emanating from a place of business on Lake Street staff and the Mayor made some follow up inquiries. No sources were determined beyond routine business/industrial noise. No further staff action is possible on this item.

Recommendation: Remove from the pending list.

Committee of the Whole

1) Discussion on proactively dealing with racism, hatred and diversity in Kent (9/20, 12/20)

In 2022 Council had a series of Committee meetings to discuss options to advance efforts to proactively reduce racism and celebrate diversity in Kent. Those meetings included dialogues with members of the Portage County NAACP. The outcome of those discussions included the creation of a new part time position – the Civic Engagement Coordinator (approved in October 2022) – which has been authorized and funded beginning in 2023.

Recommendation: Retain or remove from the pending list at Council's discretion.

2) City Flag Redesign (8/21)

Volunteers were selected to lead a flag redesign subcommittee and those members presented their preliminary flag recommendations in December 2022. Those recommendations will now be shared with the public before final recommendations are brought back to Council in mid-2023.

Recommendation: Retain on the pending list until the final Council presentation has been completed.

Health and Public Safety Committee

1) Animal Control Equipment Discussion (11/21)

On a referral from Councilman Kuhar, Council asked for clarification on whether the City's animal control personnel have the equipment necessary to perform their duties. Chief Shearer advises that he circled back with Mr. Kuhar and told him that the staff have all the equipment they need to perform their duties.

Recommendation: Remove from the pending list after Nick's presentation of his findings to Council.

2) Changes in Fireworks Law (7/22)

In August 2022 Chief Myers provided Council, and the community, with an overview of the changes in the State fireworks law. Council discussed making the local fireworks laws more strict than the new State Law but ultimately chose not to make any changes at this time.

Recommendation: Retain or remove from the pending list.

3) Yard Waste Site Policies (8/22)

In November 2022 Melanie provided Council with an overview of the usage trends and costs related to the City's yard waste site. Melanie noted the changes in the hours, restrictions enforced on private contractors, and residency requirements. At Council's suggestion, Melanie agreed to provide a procedure for Kent landlords to arrange to drop off tenant property yard waste a limited number of times per year starting in 2023.

Recommendation: Remove from the pending list.

Dear Governor DeWine,

We, the undersigned, request that you veto H.B. 513. This bill will remove all local control over tobacco policies including implementing local tobacco retail licensure programs, conducting local compliance to ensure retailers are not selling to kids, and furthering policies to end the sale of flavored tobacco products designed to attract kids.

As you know, tobacco use remains this nation's number one preventable cause of premature death and disease, killing 20,200 Ohioans each year. Ohio has some of the worst tobacco use rates in the country – 1 in 5 adults currently smoke cigarettes and nearly 1 in 3 (29.8%) Ohio high school students are using e-cigarettes. Flavored products are driving this epidemic. In fact, 85% of youth e-cigarette users use flavored products. Unless we take action to reduce tobacco use, 259,000 of the youth alive today in Ohio will die early from a tobacco-related disease. We must do everything we can to prevent tobacco use among young people.

The economic impact of tobacco use in Ohio is staggering. In addition to this enormous health burden, tobacco use also imposes a major economic burden on society costing Ohio \$6.56 billion in annual health costs and \$8.04 billion in lost productivity due to smoking caused related illness.

Under your leadership, Ohio has taken positive steps to improve the health of people across the state, but often the strongest, most effective tobacco control policies have originated at the local level. When you signed Tobacco 21 into law in 2019, you kept local control for local municipalities in Ohio to do more to protect their kids. H.B. 513 will undo all the good that has been put into place at the local level and will cause a proliferation of more tobacco retailers, more access to kids, and more new users to these dangerous products.

Local control allows communities to play the role of innovators, adopting and implementing important public health policies and demonstrating they are feasible and effective. For example, before the state raised the age of tobacco sales to age 21, local communities led the way. Local communities continue to lead with implementing effective enforcement strategies of the law with strategies such as compliance checks with retailers and tobacco retailer licensing programs. The General Assembly has threatened to undo this progress without any public input from these same communities.

We applaud your commitment to addressing the devastating impact of tobacco use on our children and ask that you continue that commitment by vetoing H.B. 513.

Sincerely,

Academy of Medicine of Cleveland & Northern Ohio

Alcohol, Drug and Mental Health Board of Franklin County (ADAMH)

American Cancer Society/Cancer Action Network

American Heart Association

American Lung Association, Ohio

ASAP Coalition/Trumbull County Mental Health & Recovery Board

The Association of Ohio Health Commissioners

The Breathing Association

Campaign for Tobacco-Free Kids

Children's Defense Fund of Ohio

City of Whitehall

Mayor Pureval Aftab – City of Cincinnati

Clark County Combined Health District

Cincinnati Children's Hospital Medical Center

Cleveland Department of Public Health

Coalition for a Drug-Free Mahoning County

Columbiana County Educational Service Center - CASH Coalition (Coordinated Action For School Health)

East Liverpool City Health District

Family Recovery Center: Columbiana and Jefferson County

Kent City Health Department

MaryHaven

Ohio Mayors Alliance

Ohio State Medical Association

Ohio Public Health Association

Pelotonia

Prevention Action Alliance

Preventing Tobacco Addiction Foundation/Tobacco 21

Sandusky County Public Health

Summit County Community Partnership

Talbert House, Cincinnati

Toledo-Lucas County Health Department

Union County Drug Free Coalition

Kent Police Department

MEMORANDUM

To: Kent City Council
Dave Ruller, City Manager
From: Chief Nicholas Shearer
Date: December 27, 2022
Subject: Animal Compliance Equipment

This memorandum serves as a request for committee time to discuss the equipment we currently have to catch companion animals running at large in the city. In addition to discussing the current equipment, I would like to provide information about other options and the need for any updates to the equipment.



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!!

A handwritten signature in black ink, appearing to read "Ryan Markham".

Ryan Markham
CEO
QualityIP

Managed Security		Recurring	Qty	Ext. Recurring
Automated Change Management and Auditing 		\$50.00	1	\$50.00
Managed Password Service for Administrators  - 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		\$100.00	2	\$200.00
Recurring Subtotal				\$250.00

Managed Services		Recurring	Qty	Ext. Recurring
Managed IT - Workstation + Encryption  - 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		\$22.00	195	\$4,290.00
Managed IT for Servers  - Drive Space Monitoring - Event Log Monitoring - Hardware/Software Asset Management - Hardware Resource Monitoring - HelpDesk Ticket Management - Technician Remote Access - Windows Patch Management		\$50.00	19	\$950.00
Managed Backup -- Veeam  - Fast and Reliable Image Based Backups - Daily Review of Backup Software Alerts - Granular Recovery with Scalable Design		\$50.00	12	\$600.00
*these billing counts will automatically increase if we add devices				
Recurring Subtotal				\$5,840.00

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

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

Signature:

Name:

Ryan Markham

Title:

CEO

Date:

12/22/2022

City of Kent

Signature:

Name:

Nick Cecil

Date:



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.