



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: October 15, 2024

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 11

INITIATED BY: Adam Hedden

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety

FROM: Adam Hedden, IT Director

SUBJECT: Board to Consider the Interim Service Agreement with EverStream for internet at the Noblesville Event Center

DATE: October 15, 2024

EverStream has been identified as the main internet provider for the Noblesville Event Center. The official MSA is being negotiated at this time, however it takes up to 120 days to get fiber internet installed after a contract is signed. Which at this time, puts the completion into the first quarter of 2025.

This Interim agreement allows EverStream to begin the process of engineering and installing the main fiber internet line, while the official MSA is being negotiated and signed.

I recommend the Board of Public Works approve the interim contract with EverStream.

INTERIM SERVICES AGREEMENT

WHEREAS, EVERSTREAM SOLUTIONS LLC together with its affiliated entity, Everstream GLC Holding Company LLC (collectively “Everstream”) and **CITY OF NOBLESVILLE, INDIANA**, a municipal corporation (“Subscriber”) wish to enter into Service Order(s) for the provision of telecommunications services (“Services”) by Everstream.

WHEREAS, In an effort to meet Subscriber’s immediate need for Services, Everstream and Subscriber wish to enter into the attached Service Order (“Service Order 1” attached hereto as Attachment A) upon execution of this Agreement with the understanding the Master Services Agreement which controls the terms of any Service Order will be negotiated within sixty (60) days of the last signature to this Agreement (“Good Faith Period”).

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, Everstream and Subscriber agree as follows:

1. Everstream agrees to begin the installation and construction required for the Services contemplated in Service Order 1 upon execution of this Agreement and Service Order 1.
2. Everstream and Subscriber agree to enter into good faith negotiations to enter a Master Services Agreement (“MSA”) within the Good Faith Period.
3. Effective upon execution of this Agreement and continuing until an MSA is entered between Everstream and Subscriber, the terms of the Master Services Agreement attached hereto as Attachment B (“Interim MSA”) are incorporated into Service Order 1 and any subsequent Service Orders.
4. If, after the Good Faith Period has expired, Everstream and Subscriber do not enter an MSA, the terms of the Interim MSA shall be deemed agreed to and entered by both Parties.
5. Either Party may terminate this Agreement or any Service Order upon thirty (30) days prior notice after the Good Faith Period.
6. Upon termination of This Agreement or any Service Order, Subscriber agrees to reimburse Everstream for all nonrecurring costs including construction and installation of the Services (“NRC”) together with the remaining monthly recurring costs (“MRC”) under any affected Service Order.
7. Any conflicting terms between this Agreement, any Service Order or the Interim MSA shall be controlled by the Interim MSA followed by the Service Order.

Everstream

By: _____
Authorized Signature

Name (Print or Type)

Title

Date

City Of Noblesville, Indiana

By: _____
Authorized Signature

Name (Print or Type)

Title

Date



FASTER FIBER. BETTER BUSINESS.

Sales Agent: Doug Wolfla
dwolfla@everstream.net
(317) 987-3808

Quote #: Q-79776-1
Date: 9/30/2024
Expires On: 7/6/2024

Customer Details

Contact Name	Adam Hedden	Account Name	City of Noblesville
Email	ahedden@noblesville.in.gov	Bill to Contact Name	Adam Hedden
		Phone	(317) 770-2073
		Billing Address	16 S 10th St Noblesville IN, 46060-2809

15251 Olio Rd

A Location: Headend
Z Location: 15251 Olio Rd, Noblesville, IN 46060

QTY	Product Name	Bandwidth (Mbps)	Term	Non-Recurring Charges	Monthly Recurring Charges
1.00	Dedicated Internet Access	1000	36		\$1,100.00
1.00	IPv4 Blocks /30 (1 Gateway, 1 Usable)		36		\$0.00

14157 CJ Way

A Location: Headend
Z Location: 14157 CJ Way, Noblesville, IN 46060

QTY	Product Name	Bandwidth (Mbps)	Term	Non-Recurring Charges	Monthly Recurring Charges
1.00	Dedicated Internet Access	10000	36		\$3,800.00
1.00	IPv4 Blocks /30 (1 Gateway, 1 Usable)		36		\$0.00

Total NRC (Non-Recurring Charges)	\$0.00	Total MRC (Monthly Recurring Charges)	\$4,900.00
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Comments**Service Order Details**

Subscriber approves and accepts this Services Order Amendment is governed by the Master Services Agreement between Subscriber and Everstream (the 'MSA') [as amended]. Subscriber agrees to be bound by the terms and conditions of the MSA. The Requested FOC (Firm Order Commitment) date is subject to Everstream's internal provisioning, and an actual FOC Date will be issued to Subscriber in accordance with the MSA. Terms of Service, including all active Subscriber Service Order Amendment(s), together with your Everstream Master Services Agreement, constitute the entire agreement between you and Everstream relating to these Services. You are not entitled to rely on any other agreements or undertakings relating to Services provided by Everstream. Invoicing of service(s) shall begin with the issue of a Service COFA document post-installation. The delivered service(s) will be considered accepted by SUBSCRIBER as certified to be error free and built to "Service Order" specifications at the conclusion of a five (5) day acceptance period. Unless otherwise specified above, Internet service provides one (1) public-facing IPV4 /30 address. Subscriber shall formally demonstrate usage requirement(s) prior to IPV4 Addresses being issued by Everstream. Unless otherwise specified above, Services up to one (1) Gbps will be delivered at a single one (1) Gbps port, Services ranging from one (1) Gbps to ten (10) Gbps will be provided by way of one (1) ten (10) Gbps port, and Services greater than ten (10) Gbps will be provide by way of one (1) one hundred (100) Gbps port. Unless otherwise specified, any service location that is within a datacenter, point of presence, or similar, the Service(s) will not include a cross connection within any such third party facility.

Subscriber shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/ or products provided to Subscriber that are the subject of this Service Order, including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable, excluding any taxes not normally paid by the consumer.


Everstream shall construct the required infrastructure to provide the Service(s) following all applicable building and permitting standards and conditions. Subscriber shall ensure Everstream has all required access to provide the Service(s) to Subscriber's end user(s) Demarcation Point(s) from the rights of way ("Access Rights"). Any delay in Everstream providing the Service(s) due to Subscriber's inability to provide Everstream required Access Rights shall not constitute an Everstream breach or delay of this Agreement. If Access Rights are not provided to Everstream within sixty (60) days of Everstream's notification that it is unable to provide Service(s) due to Access Rights, Everstream may terminate the affected Service(s) and Subscriber shall be liable under Section 12.

SIGNATURES

SUBSCRIBER
AUTHORIZED SIGNATURE

Signature:

DocuSigned by:



EE40FDF3D46C4C5...

Print: Adam Hedden


Title Position: IT Director

Date: 10/10/2024

EVERSTREAM

Signature:

DocuSigned by:



B69D85BA3EC2484...

Print: Ken Fitzpatrick

Title Position: CEO

Date: 10/11/2024

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