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RESOLUTION NO. 2022-50
Introduced by Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING AND DIRECTING THE MAYOR AND
PRESIDENT OF COUNCIL TO ENTER INTO AN ADDITIONAL
THREE-YEAR CONTRACT (2023-2025) WITH EVERSTREAM
FOR ANNUAL INTERNET AND
FIBER RING MAINTENANCE SERVICE
IN THE AMOUNT OF \$18,996 PER YEAR**

WHEREAS, on September 25, 2017, Mayfield Village Council authorized entering into a five-year Agreement with Everstream in payment of Annual Subscription Fee for Internet/Ethernet and maintenance on the dark fiber ring; and

WHEREAS, Mayfield Village is currently in year five of the five-year agreement; and

WHEREAS, presently the annual rate is \$18,996 with 50 Mbps of bandwidth; and

WHEREAS, Everstream has provided a proposal for a three-year contract at the same annual rate of \$18,996 with 100 Mbps of bandwidth effective January 1, 2023; and

WHEREAS, based upon the above, Mayfield Village wishes to enter into an additional three-year contract with Everstream at the annual rate of \$18,996 to provide Mayfield Village with the connectivity that it needs for the Mayfield Village Fiber Network.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village hereby accepts the proposal of Everstream and approves and authorizes an expenditure in the annual amount of \$18,996 for three years for annual internet and fiber ring maintenance service.

SECTION 2. That the Mayor and President of Council are hereby and herein authorized and directed to enter into the three-year contract with Everstream as more fully set forth in the form substantially similar to that attached hereto and incorporated by reference as Exhibit A.

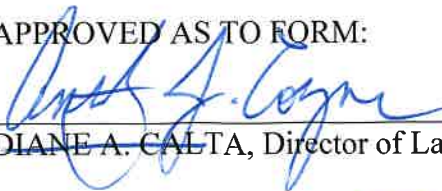
SECTION 3. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary to continue to provide internet and fiber ring service for the connectivity that it needs for the Mayfield Village Fiber Network. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.


STEPHEN SCHUTT
Council President

First Reading: November 21, 2022
Second Reading: Suspended, 2022
Third Reading: Suspended, 2022
PASSED: November 21, 2022, 2022


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, Director of Law

ATTEST: 
MARY E. BETSA, MMC, Clerk of Council

everstream™

FASTER FIBER. BETTER BUSINESS.

Quote #: Q-57620-1
Date: 10/5/2022
Expires On: 11/4/2022

Sales Agent: Chandra Hart
chart@everstream.net
440-590-2226

Customer Details

Contact Name	Ron Wynne	Account Name	Mayfield Village
Email		Bill to Contact Name	Ron Wynne
		Phone	(440) 442-1762
		Billing Address	6622 Wilson Mills Rd Mayfield Village OH, 44143-3407

6622 Wilson Mills Rd		A Location: Headend Z Location: 6622 Wilson Mills Rd, Mayfield Village, OH 44143-3407			
QTY	Product Name	Bandwidth (Mbps)	Term	Non-Recurring Charges	Monthly Recurring Charges
1.00	Dedicated Internet Access	100	36		\$600.00
1.00	IPv4 Blocks /30 (1 Gateway, 1 Usable)		36		\$0.00

6622 Wilson Mills Rd		A Location: Headend Z Location: 6622 Wilson Mills Rd, Mayfield Village, OH 44143-3407			
QTY	Product Name	Bandwidth (Mbps)	Term	Non-Recurring Charges	Monthly Recurring Charges
1.00	Point-to-Point	100	36		\$400.00

6622 Wilson Mills Rd		A Location: 12875 Corporate Dr Ste A, Parma, OH 44130-9325 Z Location: 6622 Wilson Mills Rd, Mayfield Village, OH 44143-3407			
QTY	Product Name	Bandwidth (Mbps)	Term	Non-Recurring Charges	Monthly Recurring Charges
1.00	Dark Fiber Lease		36		\$583.00
Total NRC (Non-Recurring Charges)		\$0.00	Total MRC (Monthly Recurring Charges)		\$1,583.00

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.

Subscriber shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement 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.

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:

Brenda T Bodnar

BRENDA T. BODNAR

Print:
MAYOR

Title Position:

11/21/22
Date:

STEPHEN SCHUTT

Print
COUNCIL PRESIDENT

Title Position:

11/21/22

Date

APPROVED AS TO FORM:

Diane Galta

Diane Galta, Director of Law

EVERSTREAM

Signature:

Print:

Title Position:

Date:

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