



**Tooele County Council
Agenda Item Summary**

#2

Department Making Request:

Information Technology

Meeting Date:

Nov 23
Xpm

Item Title:

Addendum to Beehive Broadband Internet/Transport Service Agreement #21-08-07.

Summary:

Beehive Broadband will provide a block of 8 Static IPs at the 3 existing Direct Internet Locations at no additional monthly charge for the term of the original stated contract.



Beehive Broadband
Addendum to an existing Service Agreement

An agreement was made by WirelessBeehive.com, LLC, a Utah corporation (DBA Beehive Broadband) whose address is 2000 Sunset Road, Lake Point UT 84074 and Tooele County, whose main office address is 47 South Main Street, Tooele UT 84074 on the 25th of August 2021 (hereinafter referred to as "original stated contract"). The purpose of this Addendum is to call out additional Static IP services that Beehive Broadband will provide to Tooele County during the original stated contract period.

Beehive Broadband will provide Tooele County with a block of 8 Static IPs at the 3 existing Direct Internet Locations at no additional monthly charge for the term of the original stated contract. This includes the following locations:

- A block of 8 Static IPs at the Tooele County Main Office (106-101-1271) located at 47 South Main Street, Tooele UT 84074. Subnet range 76.76.245.120/29.
- A block of 8 Static IPs at the Tooele County Jail (106-101-8644) located at 1960 Main Street, Tooele UT 84074. Subnet range 76.76.246.168/29.
- A block of 8 Static Ips at the Deseret Peak Complex (106-101-0054) located at 930 UT 112, Tooele UT 84074. Subnet range 76.76.246.0/29

These services will be documented on the account. The monthly invoice will show the service at each location, as well as a charge, and an associated credit to bring the charge for the above static IP service to \$0.00. Any future needs for Static IP service will be quoted as requested by Tooele County.

The parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this here stated addendum.

Tooele County

N. Denise Lawrence

N. Denise Lawrence (Nov 2, 2021 16:37 MDT)

Signature

N. Denise Lawrence

Print Name

11/02/2021

Date **APPROVED AS TO FORM:**

Colin Winchester 11/04/2021

Colin R. Winchester
Deputy Tooele County Attorney

Beehive Broadband

Todd Stoddard

Todd Stoddard (Nov 2, 2021 16:48 MDT)

Signature

Todd Stoddard

Print Name

11/2/2021

Date









Beehive Addendum to Service Agreement_Tooele County_11.2.2021

Final Audit Report

2021-11-02

| | |
|-----------------|--|
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| By: | Todd Stoddard (todd.stoddard@beehive.net) |
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"Beehive Addendum to Service Agreement_Tooele County_11.2.2021" History

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TOOELE COUNTY CORPORATON
CONTRACT # 21-08-07

**Beehive Broadband
Internet/Transport Service Agreement**

THIS INTERNET/TRANSPORT AGREEMENT (this "Agreement") is made and entered into as of the 20 day of August 2021, by and between WIRELESSBEEHIVE.COM, LLC Dba: BEEHIVE BROADBAND, a Utah corporation (hereinafter referred to as "Beehive Broadband") and Tooele County (hereinafter referred to as "Subscriber").

By establishing an account or using the Services of Beehive Broadband, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to any Beehive Broadband Services. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Beehive Broadband Services, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Beehive Broadband may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Billing: Billing is completed once per month; full payment is due upon receipt. A 7% (min. of \$5.00) late fee will be assessed on all accounts unpaid after 30 days. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts can be placed on an "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. Any subscribers account that is placed on hold for non-payment is subject to a \$50.00 reconnect fee. In the event a balance is not paid as agreed, the Subscriber agrees to pay a collections fee equal to 40% of the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the Subscriber further agrees to pay court costs and reasonable attorney's fees. A thirty-dollar (\$30.00) fee will be added to the Subscriber account in the event of any bank returned check. In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

Term: Beehive Broadband and Subscriber agree to a contract length of **60** months. Contract term is effective from the date service is installed.

Termination: Subscriber may terminate this Agreement, for any reason, by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. Requests received prior to close of business shall have a termination date of the next business day. Any balance remaining in the contract period will be due in full within 30 days of termination.



With 30-day prior written notice, Beehive Broadband may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Beehive Broadband, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Beehive

Broadband may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by Beehive

Broadband for violation of Beehive Broadband's Acceptable Use Policy shall be subject to the termination fee as described above.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed at \$60.00/hr.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment provided by Beehive Broadband will at all times remain the property of Beehive Broadband. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Beehive Broadband in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Beehive Broadband to retrieve from Subscriber's premises equipment that is owned by Beehive Broadband.

Due to the nature of the work for the FTTx project we require all underground lines to be marked before the start of any digging on premises either by company or resident, whichever is applicable to the situation, by calling Blue Stakes. Beehive Broadband is not responsible for unmarked sprinkler lines or damages to those lines.

Standard Maintenance: Beehive Broadband's connection point ends at the Optical Network Terminal (ONT), or otherwise indicated demarcation point. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Beehive Broadband's network and backbone connectivity.

If your connection ceases to function properly but Beehive Broadband's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours



(9AM-4:30PM, Monday-Friday). Beehive Broadband's customer service center is available 24hrs a day. If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the on-premise equipment, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscribers computer and/or peripheral equipment not installed by Beehive Broadband, or from any cause related to or other than the intended and ordinary use.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Beehive Broadband, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Beehive Broadband's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using Beehive Broadband's service from any source or to any recipient. Subscriber further releases Beehive Broadband from any responsibility or liability related to the accuracy, quality, or confidentiality of any information available by or through Beehive Broadband's systems and/or the network. Subscriber's release of Beehive Broadband includes any actions or inaction by Beehive Broadband, which may amount to negligence. Subscriber further agrees to indemnify and hold harmless Wireless Beehive LLC, DBA Beehive Broadband from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, Beehive Broadband's services herein.

Disclaimer: Beehive Broadband assumes no responsibility for the content contained on the Internet or otherwise available through the Beehive network or from any source accessible via Beehive Broadband's services. Beehive Broadband discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Beehive Broadband which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Beehive Broadband that its use of Beehive Broadband's service to access information, content or other services is at its own risk. Beehive Broadband will provide a certificate of insurance before beginning work on site.



Governing Law and Venue: The laws of the State of Utah shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Salt Lake County, Utah.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

Acceptable Use Policy: Beehive Broadband agrees to provide services to the subscriber listed below subject to the following terms and conditions:

Abuse of Services: Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of Beehive Broadband's services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. Any Subscriber deemed by Beehive Broadband to be in violation of this section is subject to immediate termination by Beehive Broadband. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services: Beehive Broadband has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Beehive Broadband, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. Beehive Broadband may immediately remove your material or information from Beehive Broadband's servers, in whole or in part, if Beehive Broadband, in its sole and absolute discretion, determines such materials infringe upon another's property rights or if it is determined to violate our Acceptable Use Policy.

Service Level Agreement: Beehive Broadband has no control over certain types of interference and signal blockage such as fiber cuts. We guarantee an uptime of 99.99% on any service we are providing within this agreement. In case of a fiber cut, Beehive guarantees a response time of 1 hour and a resolution of 12 hours. In the event that we are not able to provide the guaranteed service, your account can be credited for the outage. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages. If service is



interrupted more than an aggregate of 24 hours in any given month, term contracts may be cancelled without penalty.

If an additional written agreement between Beehive Broadband and Subscriber is supplied the number of outages or average time can be extended. If Beehive Broadband fails to provide the level of service required, upon notification from Subscriber, Beehive Broadband will be given a 30-day period to respond with a written resolution to the outage. If accepted by Subscriber, further outages will be considered a breach of the service agreement. If Beehive Broadband has been found in breach of the service level agreement, Subscriber has option to cancel affected service at no charge, effective the date of notification.

Beehive Broadband cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

Beehive Broadband
2000 Sunset Road
Lake Point, Utah 84074
Ph: 800.615.8021
www.BeehiveBroadband.com



Details of Service

This agreement is for Beehive Broadband to continue to provide Direct Internet Access (DIA) and Ethernet Transport (ET) Services for Tooele County to the locations called out below. For all transport circuits, the A LOC will be the Tooele County Main Office building located at 47 South Main Street, Tooele UT 84074. The pricing provided has been discounted and is based on a 5-year renewal agreement for each of these locations.

Account 9591000

ALL Pricing is based on a 5-year term which is effective from the date that service is installed.

Direct Internet Access (DIA) Locations and Monthly Recurring Charge (MRC):

Tooele County Main Office Building (106-101-1271)

47 South Main Street, Tooele UT 84074

1Gbps DIA and MRC: \$979.16

Tooele County Jail (106-101-8644)

1960 Main Street, Tooele UT 84074

500Mbps DIA and MRC: \$489.56

Deseret Peak Complex (106-101-0054)

930 UT 112, Tooele UT 84074

500Mbps DIA and MRC: \$489.56

Ethernet Transport (ET) Locations and Monthly Recurring Charge (MRC):

Wendover Airport (106-127-2197)

335 Airport Apron, Wendover UT 84083

200Mbps ET and MRC: \$244.78

Wendover Health Department (106-107-4039)

100 South 9th Street, Wendover UT 84083

200Mbps ET and MRC: \$244.78

Grantsville Senior Center (106-126-7946)

120 South Center Street, Grantsville UT 84029

200Mbps ET and MRC: \$244.78

Total MRC for these 6 Renewal Locations: \$2,692.62

**Additional Comments/Notes/Details:**

Tooele County intends to cancel the following existing Ethernet Transport (ET) services, these will remain active and will be invoiced until a cancellation date has been communicated to Beehive and service has been turned down.

- Tooele County Health Department 100Mbps ET (106-101-6478)
- Settlement Canyon 2048K Wireless Service (106-101-8267)
- Tooele County Jail 200Mbps ET (106-101-8644)
- Solid Waste Landfill 50Mbps ET (106-101-9882)
- Benson Grist Mill 2048K Wireless Service (106-103-2587)
- Roads and Shops Department 50Mbps ET (106-101-5270)
- Children's Justice Center 50Mbps ET (104-122-8228)
- Static IP's 16 Block (106-101-1271)
- Static IP's 64 Block (106-101-1271)

Tooele County

Company Name87-6000317

Federal Tax I.D. NumberJames A. Welch

Tooele County SignatureJames A. Welch

Print Name8/20/21

Date**APPROVED AS TO FORM:**Colin Winchester 11/23/2021

Colin R. Winchester
Deputy Tooele County Attorney**Beehive Broadband**Todd Stoddard

Beehive Signature

Todd Stoddard - VP Sales

Print NameAugust 25, 2021

Date



Billing Information

Contact Name(s):

On File

Physical Address:

Street: On File

City: Zip:

Mailing Address:

Street: On File

City: Zip:

Phone Number(s):

Main: On File

Other:

Billing:

Other:

Technical:

Other:

E-Mail Address: On File

(Billing contact)

E-Mail Address: On File

(Technical contact)

Tooele County Signature

Date

Sales Rep Initials