



Resolution 2019-12

STATE OF ALABAMA
JEFFERSON COUNTY
CITY OF CLAY

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT BETWEEN THE CITY OF CLAY AND
AT&T ALABAMA**

BE IT RESOLVED by the City Council of the City of Clay, Alabama while in regular session on Tuesday, July 23, 2019, at 6:30 p.m., that the Mayor is authorized to execute the Agreement between the City of Clay, Alabama and AT&T Alabama, attached hereto as Exhibit A and to take any and all such action (s) to administer and carry out such agreement.

ADOPTED AND APPROVED, this the 23rd Day of July, 2019.

Charles K. Webster
Mayor

Attest: _____

Ronnie Dixon
City Manager

ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) dated _____, 2019, (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) (formerly a corporation but now a limited liability company), and the City of Clay, (“City of Clay”) Alabama, a municipal corporation (“City of Clay”). AT&T Alabama and the City of Clay shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, City of Clay and BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) entered into an agreement styled Agreement (“Agreement”) on September 25, 2009, regarding the provision by AT&T Alabama of its integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

WHEREAS, paragraph 1 set forth the term of the Agreement to expire effective December 31, 2019, but allows for extending the Agreement upon written mutual agreement of the parties;

WHEREAS, City of Clay and AT&T Alabama desire to extend the terms of the Agreement for an additional (10) ten years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS, City of Clay and AT&T Alabama desire to make one other modification to the terms of the Agreement, in addition to the ten (10) year extension, which is to update the “Notices” provision as set forth herein below and agree that there is sufficient mutual consideration for updating the terms of the Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original “Agreement,” and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Clay and AT&T Alabama agree as follows:

1. Paragraph 1 of the “Agreement” is to be amended by changing the date of termination from December 31, 2019 to December 31, 2029. Paragraph 1 is hereby amended to read as follows:

“Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2029. The term may be extended upon mutual agreement of the parties in writing.”

2. Paragraph 13, the “Notices” paragraph of the “Agreement”, is amended by changing the address for AT&T Alabama to the following:

AT&T Alabama
Office of the President
1884 Data Drive – First Floor
Hoover, AL 35244

And the address for the City of Clay to the following:

Mayor’s Office
City of Clay
P. O. Box 345
Clay, Alabama 35048

3. Unless amended by the terms of this Addendum, all other terms and conditions of the “Agreement,” shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the “Agreement” conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the “Agreement.”

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this _____ day of _____, 2019.

(Signature page follows)

AT&T Alabama

By: _____
Name: C. Wayne Hutchens
Title: President – AT&T Alabama

State of Alabama)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 2019.

NOTARY PUBLIC

SEAL

My Commission Expires: _____

CITY OF CLAY

By: Charles Webster
Name: Charles Webster
Title: Mayor

State of Alabama)
County of _____)

Sworn to and subscribed before me this _____ day of _____, 2019.

NOTARY PUBLIC

SEAL

My Commission Expires:
