

**RESOLUTION 2019-R-93** \_\_\_\_\_

**WHEREAS**, BellSouth Communications, LLC d/b/a AT&T Alabama ("AT&T) has requested the City to enter into an addendum to a video services agreement, a copy of which is attached hereto as Exhibit A; and

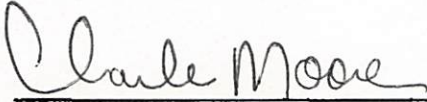
**WHEREAS**, the City Council has determined it to be in the public interest to authorize the Mayor to execute the Addendum with AT&T attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Irondale, Alabama, at a regular meeting, duly assembled, a quorum being present, as follows:

1. That the City Council does by adoption of this Resolution authorize the Mayor to execute the addendum to a video services agreement with AT&T attached hereto as Exhibit A.
2. That this resolution shall become effective immediately upon its adoption by the City Council, approval by the Mayor, or as otherwise becoming law.

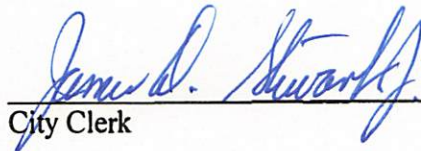
**ADOPTED** this the 17<sup>th</sup> day of December, 2019.

APPROVED:

  
\_\_\_\_\_

Mayor

ATTEST:

  
\_\_\_\_\_

City Clerk

## 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 Irondale, ("City of Irondale") Alabama, a municipal corporation ("City of Irondale"). AT&T Alabama and the City of Irondale shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

### RECITALS

WHEREAS, City of Irondale and BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") entered into an agreement styled Agreement ("Agreement") on April 21, 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 Irondale 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 Irondale 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 Irondale and AT&T Alabama agree as follows:

1. Paragraph 2 of the "Agreement" is to be amended by changing the date of termination from December 31, 2019 to December 31, 2029. Paragraph 2 is hereby amended to read as follows:

"Term. 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 Irondale to the following:

Mayor's Office  
City of Irondale  
101 20<sup>th</sup> Street South  
Irondale, Alabama 35210

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 IRONDALE**

By:   
Name: Charles Moore  
Title: Mayor

State of Alabama )  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

My Commission Expires: \_\_\_\_\_