

Council Member \_\_\_\_\_ introduced the following Resolution, which was seconded by Council Member \_\_\_\_\_.



**RESOLUTION 050823**

**AUTHORIZING ADDENDUM TO VIDEO SERVICES AGREEMENT**

**WHEREAS**, the City Council of the City of Alabaster, Alabama, has determined that it is both wise and expedient to authorize an addendum to the Video Services Agreement originally entered on November 26, 2013, but allows for extension upon written mutual request of the parties; and

**WHEREAS**, on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) completed the transfer of its interest in the Video Services Agreement (“Agreement”) with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

**WHEREAS**, the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement attached (Exhibit A).

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Alabaster, does hereby authorize Scott Brakefield, Mayor of the City of Alabaster and J. Mark Frey, City Clerk, to sign, attest and file all documentation necessary to enter into said agreement.

**ADOPTED AND APPROVED THIS 8TH DAY OF MAY 2023.**

ATTEST:

CITY OF ALABASTER

\_\_\_\_\_  
J. Mark Frey, City Clerk

\_\_\_\_\_  
Sophie Martin, Council President

APPROVED

\_\_\_\_\_  
Scott Brakefield, Mayor

## ADDENDUM TO VIDEO SERVICES AGREEMENT

**THIS ADDENDUM TO VIDEO SERVICES AGREEMENT** ("Addendum") is made on this 8th day of May, 2023, by and between DIRECTV, LLC ("DIRECTV") and the City of Alabaster, Alabama ("City").

### RECITALS

**WHEREAS** on or about July 31, 2021, BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") completed the transfer of its interest in the Video Services Agreement ("Agreement") with the City regarding the provision of the U-verse IPTV video service to an affiliate, DIRECTV; and

**WHEREAS** the initial Agreement with the City was entered on November 26, 2013 for a term expiring December 31, 2023, but allows for extending the Agreement upon written mutual request of the parties; and

**WHEREAS** the City and DIRECTV now desire to extend the term of the Agreement through December 31, 2027, and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

**WHEREAS** DIRECTV and the City of Alabaster desire to make one other modification to the terms of the Agreement, which is fully set forth herein below and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement through December 31, 2027.

### 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, DIRECTV and the City of Alabaster agree as follows:

1. Paragraph 2 of the Agreement is hereby amended and acknowledged to read as follows:

Term. The term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2027. The term may be extended upon mutual agreement of the parties in writing.

2. The "Notices" paragraph of the Agreement is amended by changing the address for AT&T Alabama to the following:

DIRECTV  
Legal/External Affairs  
2260 E. Imperial Hwy.  
El Segundo, CA 90245

e-mail: [scott.alexander@directv.com](mailto:scott.alexander@directv.com)

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 understanding, whether oral or written.

**IN WITNESS WHEREOF**, DIRECTV and the City of Alabaster have caused this Addendum to be duly executed on their behalf by their duly authorized representative, as of the date first above written.

(Signature page immediately follows)

**DIRECTV, LLC (DIRECTV)**

Printed Name: Scott J. Alexander

Title: Senior Director, External Affairs

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Alabaster Alabama**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_