

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **ITS**

Council Meeting Date: **11/19/2015**

Department Contact: **Tracy Rosser**

Phone # **256-427-5097**

Contract or Agreement: **Traveller Multimedia Network, LLC**

Document Name: **Modification No. 1 to the Agreement for Tower Attachment and Wireless Broadband**

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

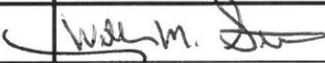
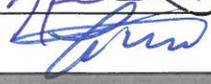
Account Number: **1000-17-17100-515070** ✓

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating		10/27/2015
2) Legal		11-13-15
3) Finance 		11/16/15
4) Originating		11/17/15
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Nov 19, 2015

Action Requested By: ITS

Agenda Type: Resolution

Subject Matter:

Modification No. 1 to the Agreement for Tower Attachment and Wireless Broadband Communications Services between the City of Huntsville, Alabama and Traveller Multimedia Network, LLC as adopted by the Council by Resolution No. 12-165 on February 23, 2012.

Exact Wording for the Agenda:

Modification Number One to the Agreement between the City of Huntsville and Traveller Multimedia Network, LLC as adopted by Resolution No. 12-165 on February 23, 2012.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This modification increases the amount of services-in-kind provided by Traveller Multimedia Network, LLC., to the City of Huntsville from \$70,000 annually to \$100,000 annually and provides for a yearly billing cycle to pay any overage amounts due Traveller Multimedia Network, LLC., due to excess connectivity.

Associated Cost: _____

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: *Will M. Jones*

Date: Oct 27, 2015

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and he is authorized on behalf of the City of Huntsville, a Municipal corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and Traveller Multimedia Network, LLC, which said Agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Modification Number One to the Agreement between the City of Huntsville and Traveller Multimedia Network, LLC as adopted by Resolution NO. 12-165 on February 23, 2012", consisting of five (5) pages, and the date of November 19, 2015 appearing on the margin of the first page, together with the signature of the President of President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this 19th day of November, 2015.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this 19th day of November, 2015.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)

COUNTY OF MADISON)

Modification No. 1 to the Agreement for Tower Attachment and Wireless Broadband Communications Services Between the City of Huntsville, Alabama and Traveller Multimedia Network, LLC as adopted by the Huntsville City Council by Resolution No. 12-165 on February 23, 2012

MODIFICATION NO. 1

THIS MODIFICATION IS MADE TO THE AGREEMENT entitled "Agreement for Tower Attachment and Wireless Broadband Communications Services Between the City of Huntsville, Alabama and Traveller Multimedia Network, LLC" (hereinafter the "Agreement") as referenced above and is entered into on this the 19th day of November, 2015 by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter "City") and Traveller Multimedia Network, LLC, an Alabama limited liability company (hereinafter "Traveller").

WITNESSETH

WHEREAS, pursuant to the Agreement, Traveller is to provide continuous wireless broadband services to the City in consideration of the City granting Tower permission to use a certain portion of the City's tower located on Monte Sano; and

WHEREAS, Traveller is to value of up to \$70,000 per year for connectivity; and

WHEREAS, the parties mutually desire to amend the Agreement to alter the value of the connectivity to be provided to the City;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

1. Section 6(A) of the Agreement is deleted in its entirety and replaced with the following:

A. Traveller to Provide Wireless Broadband Services to City.

Traveller shall provide the City with continuous wireless broadband services, consisting of a minimum bandwidth of 1.5 megabytes from said tower to each City facility/location requested by the City. The connectivity value of service to the locations requested by the City shall not exceed One hundred Thousand Dollars (\$100,000.00) per year, based on the rates charged by Traveller on February 23, 2012. Said rates are set forth in Exhibit "G" attached hereto and incorporated herein by reference. Traveller shall bill the City for connectivity received by the City in excess of this amount within thirty (30) of the end of the year. In the event it is necessary to erect one or more relay towers to effectuate 100% coverage to City locations, then City shall bear all costs associated with establishing and maintaining any and all such relay towers; however, it shall be in the City's sole discretion as to whether it will erect any relay tower. Any relay tower erected by the City shall be for the exclusive use and benefit of the City unless the City elects, in its sole discretion, to lease or license space thereon to Traveller and/or any third party. Traveller shall be solely responsible for any and all development costs, necessary to effectuate 100% wireless broadband coverage for the City as required herein; however, the City shall be responsible to pay Traveller, at Traveller's cost, for acquisition of all premise equipment located at each City site/facility. The wireless service to be provided by Traveller shall be toll quality Internet and data services. Traveller may be requested to provide wireless broadband services as described herein to any new and/or different City facility and shall do so at no cost to the City (except for reimbursement at Traveller's cost of any premise equipment and reasonable hourly rate for technician services) unless the add on service restricts Traveller's ability to continue its operations, in which case any new and/or different sites will be added upon mutual agreement of the parties.

2. All other terms and conditions of the Original Agreement as modified remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this modification on the date and year first above written.

THE CITY OF HUNTSVILLE, ALABAMA

ATTESTED:

By: _____

By: _____
Mayor Tommy Battle

Date: _____

WITNESS:

TRAVELLER MULTIMEDIA NETWORK, LLC

By: William. [Signature]

By: [Signature]

Its: President

Date: 10/27/15

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing Modification Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the same, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation on the day the same bears date.

GIVEN under my hand and official seal this the ____ day of _____, 2015.

Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Timothy Erwin and _____, whose names as President and _____ of Traveller Multimedia Network, LLC are signed

to the foregoing Modification Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the same, they, in their capacity as such officers, executed the same with full authority for and as the act of said entity on the day the same bears date.

GIVEN under my hand and official seal this the 27th day of October, 2015.



Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES FEBRUARY 19, 2017

