

**RESOLUTION RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Resolution No. 4984

**A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO A RELEASE AND SETTLEMENT  
AGREEMENT WITH AT&T TO RESOLVE A  
BILLING DISPUTE; AND DECLARING AN  
EMERGENCY**

**WHEREAS**, the City of Brecksville subscribes to AT&T service; and

**WHEREAS**, the City of Brecksville disputes the billing and payment of charges on their account prior to September 13, 2019.

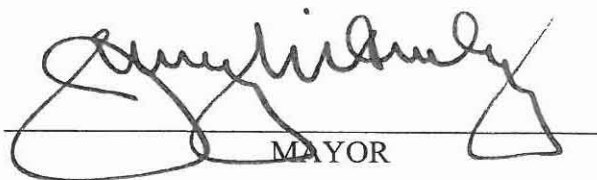
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

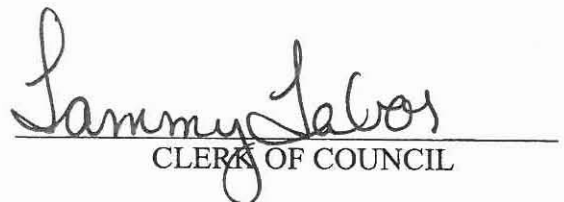
**SECTION 1.** The Mayor be, and he hereby is, authorized to enter into a Release and Settlement Agreement with AT&T to resolve a billing dispute, a copy of which Settlement Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

**SECTION 2.** The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to a settlement to resolve a billing dispute, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: December 3, 2019

APPROVED: December 3, 2019

  
MAYOR

  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 4984 duly passed by the Council of the City of Brecksville, Ohio, on 12-3, 2019 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 12-6, 2019.

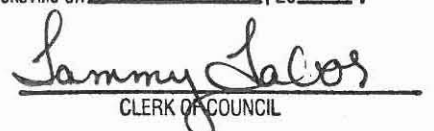
  
CLERK OF COUNCIL

EXHIBIT "A"

**RELEASE AND SETTLEMENT AGREEMENT**

This document is a Release and Settlement Agreement (**Agreement**) between AT&T Corp. (**AT&T**) and **The City of Brecksville** (**CUSTOMER**) (each of which is a **Party** and both of which together are the **Parties**).

**BACKGROUND**

CUSTOMER subscribes to AT&T service under Account Number **(440) 526-1235 115** (the **Account**);

CUSTOMER disputes the billing and payment of charges on the Account prior to **September 13<sup>th</sup>, 2019** (the **Dispute**); and

AT&T and CUSTOMER now wish to resolve the Dispute.

**AGREEMENT**

The Parties agree as follows:

**1.** AT&T will credit the Account **\$165,384.64** plus any applicable taxes and regulatory surcharges, in full settlement of the Dispute.

**2. Release**

CUSTOMER knowingly and voluntarily releases AT&T from any further liability or claim regarding the Dispute. CUSTOMER acknowledges that this Agreement expressly gives up every right CUSTOMER has regarding the Dispute, other than the right to enforce this Agreement.

**3. Entire Agreement**

This Agreement is the Parties' complete agreement regarding the Dispute's resolution. There are no other agreements or promises not stated in this Agreement. This Agreement supersedes the Parties' prior negotiations.

**4. Ownership of Claim**

Each Party represents that it owns the claims asserted here and has not assigned or

transferred those claims to anyone else.

#### **5. No Admission of Liability**

The Parties enter into this Agreement to resolve the Dispute. Neither Party admits liability for claims the other Party has asserted.

#### **6. Legal Counsel**

Each Party acknowledges that it had the opportunity to consult an attorney. Before the Party executed this Agreement, the Party's attorney, if any, reviewed the Agreement and made any desired changes or recommendations.

#### **7. Applicable Law**

If this Agreement requires interpretation according to established law legal principles, the Parties agree to interpret this Agreement in accordance with New York law in effect on the date by which both Parties signed the Agreement.

#### **8. Enforcement of Agreement**

While the Parties intend to perform their respective obligations in good faith, in the event of a lawsuit to enforce or interpret the provisions of this Agreement the prevailing Party may recover all its costs in prosecuting or defending the lawsuit, including reasonable attorney fees.

#### **9. Confidentiality**

Except as applicable law or legal/accounting purposes may require, the Parties agree to keep the terms of this Agreement confidential and will not disclose such terms to others.

#### **10. Miscellaneous**

(a) If a Party delays or fails to exercise a right under this Agreement or fails to strictly enforce any breach or default, that failure does not waive the other Party's obligation to perform its obligations under this Agreement. Similarly, if a Party excuses a breach or default on one occasion, that does not excuse the other Party from performing that obligation in the future unless the excusing Party states that in writing.

(b) If a court rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions of the Agreement will continue in full force.

(c) This Agreement is void unless both Parties have signed it on or before **December 5<sup>th</sup>, 2019**.

(d) This Agreement is valid and enforceable upon approval by Brecksville City Council

AT&T CORP.

The City of Brecksville

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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