

**Village of Mantua, Ohio  
RESOLUTION 2022-05**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF  
AUTHORITY WITH VIVIANITE INC. TO ACT AS THE VILLAGE'S  
REPRESENTATIVE IN CONNECTION WITH THE MARKETING, SALE AND  
PURCHASE OF PRODUCTS AND SERVICES FROM AT&T, INC., AND DECLARING  
AN EMERGENCY.**

**WHEREAS**, the Village of Mantua is desirous of learning about and potentially purchasing certain telecommunications products and services from AT&T, Inc. (“AT&T”); and

**WHEREAS**, Vivianite, Inc. (“Vivianite”) is a Telecommunications Solution Provider specializing in Fiber Based services, with expertise in handling point of sale, pre-sale and post-sale support, and management of business accounts for its customers; and

**WHEREAS**, Vivianite has proposed a contractual arrangement with the Village, whereby Vivianite will operate as the Village's representative in dealings with AT&T in connection with the marketing, sale and purchase of telecommunications, data, information, wireless, and other services, including the presentation of pricing and contracts, negotiation and ordering of services of behalf of the Village; and

**WHEREAS**, these services will be provided at no cost to the Village; and

**WHEREAS**, this Council now desires to engage the services of Vivianite, Inc. in order to facilitate the acquisition of telecommunications services required to carry out necessary Village functions.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Mantua, Portage County, State of Ohio, two-thirds or more of the members elected thereto concurring, that:

**SECTION 1.** The Mayor is hereby authorized to execute a Letter of Authority with Vivianite, Inc. for telecommunications consulting services, as set forth in “Exhibit A”, attached hereto and incorporated herein by reference.

**SECTION 2.** The Mayor is further authorized to perform all actions necessary to procure necessary telecommunications services, including but not limited to, entering into Service Agreements brokered by Vivianite.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** This Resolution is hereby declared to be an emergency measure, effective immediately upon passage by at least two-thirds of the members of the Mantua Village Council, in order to expedite the acquisition and evaluation of pricing and contracts for telecommunications services for the Village; otherwise to be effective at the earliest time allowed by law.

**Village of Mantua, Ohio  
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**PASSED AS EMERGENCY** this 15<sup>th</sup> day of February, 2022.

ATTEST:

\_\_\_\_\_  
Mayor Linda Clark

\_\_\_\_\_  
Teresa Criblez, Fiscal Officer

I hereby certify that this Resolution was duly published by public posting at pre-designated posting places on the \_\_\_\_\_ day of February, 2022.

\_\_\_\_\_  
Teresa Criblez, Fiscal Officer

Approved as to legal form by:

\_\_\_\_\_  
Michele Stuck, Solicitor

**CUSTOMER LETTER OF AUTHORITY**

**"Exhibit A"**

Please be advised that we, Village of Mantua ("Customer"), are interested in learning about and potentially purchasing certain products and services from AT&T Corp. and its affiliates ("AT&T")<sup>1</sup>, and hereby authorize Vivianite Inc ("SP") and other such entities or persons named below ("Others Named") to act on our behalf with respect to the matters described herein.

By this Customer Letter of Authority ("Letter"), SP and Others Named are authorized to operate as our representative in dealings between us and AT&T in connection with the marketing, sale and purchase of telecommunications, data, information, wireless, and other services. This authorization includes, but is not limited to, the ability to present pricing and contracts, negotiate and order services on our behalf, as well as the ability to obtain our customer proprietary network information ("CPNI"). Notwithstanding the foregoing authorization, neither SP or Others Named is authorized to execute any contracts on our behalf.

We understand that it is AT&T's legal duty to protect the confidentiality of our CPNI. CPNI is defined under federal law and includes information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by a customer of a telecommunications carrier, and that it is made available to the carrier by the customer solely by virtue of the carrier-customer relationship. In order to explore the purchase of telecommunications products and services from AT&T, we hereby authorize AT&T to use our CPNI, share our CPNI with SP and Others Named, and/or provide SP and Others Named with access to our CPNI on file with AT&T. We further grant AT&T permission to provide SP and Others Named access to all information relating to our accounts and to make changes to our accounts via orders for all services provided by AT&T. We acknowledge and agree that any unauthorized disclosure of CPNI by SP and/or Others Named will not result in us having any right or remedy against AT&T. We also understand and agree that, in order to determine service eligibility and communicate eligibility to SP and Others Named, AT&T may initiate a credit check and/or access our existing credit information on file with AT&T. Notwithstanding the foregoing authorization, this Letter does not preclude Customer from continuing to work directly with its assigned AT&T account team.

I understand and agree that the signature, or electronic signature, set forth below constitutes Customer's agreement under this Letter and all applicable tariffs. By signing below, I represent that I have the authority to bind the Customer hereunder. For all legal purposes, an electronic Letter will be deemed an original "writing" in accordance with any applicable state law governing electronic signatures, writings and/or records, and the admissibility thereof will not be contested under any applicable best evidence rule or otherwise. This Letter will become effective on 1/4/2022 and will remain valid for a period of two (2) years unless revoked in writing by Customer, SP, Others Named, or AT&T.<sup>2</sup>

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AT&T CUSTOMER SIGNATURE

Linda Clark - Mayor  
Village of Mantua  
4650 High St P.O. Box 775 Mantua, OH 44255-0775  
mantuagv@sbcglobal.net/ Phone 330-274-8776 x155

OTHERS NAMED

Vivianite Inc  
Mariesa Hayes  
mhayes@vivianiteinc.com  
43141 and 50251

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<sup>1</sup> AT&T means AT&T Telco, AT&T LD, AT&T Corp. and/or AT&T Mobility LLC acting on behalf of its FCC-licensed affiliates doing business as AT&T. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc.: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company, LLC d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service.

<sup>2</sup> Written revocation notices must specify the SP's name and sent to the *Alliance Contract Management Mailbox*: email: [RM-contractmgt@att.com](mailto:RM-contractmgt@att.com)