



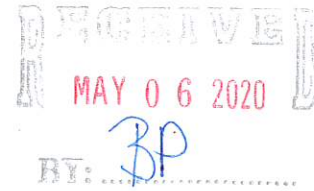
C. Wayne Hutchens
President

AT&T Alabama
1884 Data Drive
First Floor
Hoover, Alabama 35244

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4BCC
WD
KC
B Hicks
N. Hannah
Heather Gwynn

May 1, 2020



Hon. Billie Jo Underwood, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

Dear Chairman Underwood:

Enclosed are six (6) original Second Addendums to the Video Services Agreement executed by AT&T Alabama which extends said Agreement between AT&T Alabama and Baldwin County for an additional five (5) years. Please execute all originals on behalf of Baldwin County, including the effective date on pages 1 and 2; keep three (3) originals for your files and return the other to the AT&T Alabama office at the address below. Thank you.

AT&T Alabama
1884 Data Drive
First Floor
Hoover, AL 35244
Attn: Marti Sawzak

Sincerely,

Marti Sawzak for C. Wayne Hutchens
w/permission

SECOND ADDENDUM TO VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated _____, 2020, ("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 county of Baldwin, ("Baldwin County") Alabama, a municipal corporation ("Baldwin County"). AT&T Alabama and Baldwin County shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Baldwin County and BellSouth Telecommunications, LLC d/b/a AT&T Alabama ("AT&T Alabama") entered into an agreement styled "Agreement Authorizing AT&T Alabama to Provide IP Video Services Within the Unincorporated Areas of Baldwin County Alabama" on August 10, 2010 and subsequently entered into an agreement styled "Acceptance and Addendum to Video Services Agreement" on August 10, 2015, (collectively, the "Agreement") 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, page 27 set forth the original term of the Agreement to expire five (5) years from the effective date of August 10, 2010 – or August 10, 2015, but allows for extending the Agreement upon written mutual agreement of the Parties, which was done by mutual agreement ("Acceptance and Addendum to Video Services Agreement") of the Parties from the effective date of August 10, 2015 – or August 10, 2020, but allows for extending the Agreement upon written mutual agreement of the Parties;

WHEREAS, Baldwin County and AT&T Alabama desire to extend the terms of the Agreement for an additional five (5) years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original and addendum "Agreement," for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Baldwin County and AT&T Alabama agree as follows:

1. Page 27 of the "Agreement" is to be amended by changing the date of termination from August 10, 2020 to August 10, 2025. The term may be extended upon mutual agreement of the Parties in writing.
2. Unless amended by the terms of this Second Addendum, all other terms and conditions of the collective (Original and Addendum) "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 Second Addendum, this Second Addendum shall be deemed to supersede and override the terms of the "Agreement."

3. This Second 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 have executed this Second Addendum to Video Services Agreement, provided in the form as three (3) original copies for the records of BellSouth Telecommunications, LLC, d/b/a AT&T Alabama and three (3) original copies for the records of the Baldwin County Commission, between BellSouth Telecommunications, LLC, d/b/a AT&T Alabama and Baldwin County, Alabama on this the ____ day of _____, 2020, such Addendum to Video Services agreement effective commencing on August 10, 2020 and expiring on August 10, 2025.

BALDWIN COUNTY COMMISSION

BY: _____
BILLIE JO UNDERWOOD
As Its: Chairman

ATTEST:

BY: _____
WAYNE A. DYESS
As Its: County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE A. DYESS, as Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such Chairman of the Baldwin County Commission and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as the fact of said Baldwin County Commission.

GIVEN under my hand and seal this the ____ day of _____, 2020.

SEAL

Notary Public
My Commission Expires _____

AT&T ALABAMA

By: C. Wayne Hutchens
Name: C. Wayne Hutchens
Title: President – AT&T Alabama

State of Alabama)
County of Shelby)

Sworn to and subscribed before me this 1st day of May, 2020.

Martha Sawzak
NOTARY PUBLIC

My Commission Expires: 12/3/2022

