



## COUNTY COMMISSION

BALDWIN COUNTY  
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Bay Minette, Alabama 36507  
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(251) 580-2500 Fax  
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ANU GARY  
Records Manager

MONICA E. TAYLOR  
Assistant Records Manager

August 24, 2015

Ms. Marti Sawzak  
AT&T Services, Inc.  
Legal Department  
Suite 43-061  
675 W. Peachtree Street NW  
Atlanta, Georgia 30308

**RE: AT&T Alabama Franchise Agreement Renewal for Competitive Video Services**

Dear Ms. Sawzak:

Please find enclosed three (3) **fully executed original** *Agreements* approved during the August 4, 2015, Baldwin County Commission meeting between the Commission and AT&T Alabama. This *Agreement* commenced on August 10, 2015, and shall expire on August 10, 2020.

If you have any questions or need further assistance, please do not hesitate to contact Ron Cink, Budget Director/Interim County Administrator, at (251) 580-2550.

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item DA1

cc: Ron Cink

ENCLOSURE(S)

RECEIVED  
AUG 19 2015

BY: MEA

**ACCEPTANCE AND ADDENDUM TO VIDEO SERVICES AGREEMENT**

THIS ACCEPTANCE AND ADDENDUM TO VIDEO SERVICES AGREEMENT (“ADDENDUM”) dated August 10, 2015, (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”), and the County of Baldwin, Alabama, a political subdivision of the State of Alabama, through the Baldwin County Commission (“County”). AT&T Alabama and County shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

**RECITALS**

WHEREAS, County of Baldwin and BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) entered into an agreement styled “Agreement” (“Agreement”) on August 10, 2010, 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”); and

WHEREAS, County of Baldwin subsequently adopted Resolution #2011-085, which adopted regulations for Cable Television Service and Competitive Video Service in the Unincorporated Areas of Baldwin County, Alabama; and

WHEREAS, paragraph 22 and the “Witness” paragraph on page 27 set for the term of the “Agreement” to expire effective August 10, 2015, but allow for extending the Agreement upon written mutual agreement of the parties; and

WHEREAS, AT&T Alabama accepts the terms of Resolution #2011-085, subject to the provisions of the “Agreement” as amended in this Addendum; and

WHEREAS, County of Baldwin 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.”

**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, the County of Baldwin and AT&T Alabama agree as follows:

1. Paragraphs 1 and 17 of the Agreement are amended to refer to the more recent Resolution of the County, Resolution #2011-085, effective May 3, 2011 and removing the reference to Resolution #98-56 and Resolution #2006-33.
2. Page 27 of the “Agreement” is hereby amended by changing the date of expiration from August 10, 2015 to August 10, 2020.

3. Paragraph 78 of the "Agreement" is amended as follows:

78. AT&T Alabama agrees to indemnify, save harmless, and defend the County, its past, present, and future officers, agents, and employees, from and against all liability for damages and/or for any liability or claims resulting from causes of action, injury or death to persons or damage to property, and Workers' Compensation claims against any party indemnified herein, arising out of, caused by, or as a result of AT&T's placement, construction, lines, cable, erection, maintenance, use or presence of, or removal, of its Facilities, provided that the County shall give AT&T Alabama written notice of its obligation to indemnify County: (A) within ninety (90) days of receipt of written notice of a claim pursuant to this paragraph or up to one hundred twenty (120) days if AT&T Alabama is not prejudiced by the delay between ninety (90) and one hundred twenty (120) days, or (B) within thirty (30) days of service of a legal action pursuant to this paragraph or up to ninety (90) days if AT&T Alabama is not prejudiced by the delay between thirty (30) and ninety (90) days.

4. Paragraph 79, line 2 of the Agreement is amended to insert the word "sole" between "the" and "negligence."

5. It is agreed that the Operation and Maintenance of AT&T Alabama's network shall be governed by Paragraphs 44-51 of the agreement and not by Paragraph 5(f) of the Resolution.

6. 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."

7. 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 understandings, whether oral or written.

**IN WITNESS WHEREOF**, the parties have executed this Acceptance and 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 10<sup>th</sup> day of August, 2015, such Acceptance and Addendum to Video Services agreement effective commencing on August 10, 2015 and expiring on August 10, 2020.

BALDWIN COUNTY COMMISSION

BY: Charles F. Gruber  
CHARLES F. GRUBER  
As Its: Chairman

ATTEST:

BY: Ronald J. Cink  
RONALD J. CINK  
As Its: Interim County Administrator

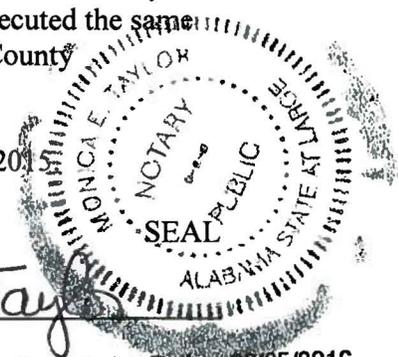


STATE OF ALABAMA

COUNTY OF BALDWIN

I, Monica E. Taylor, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that CHARLES F. GRUBER, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as Interim 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 act of said Baldwin County Commission.

GIVEN under my hand and seal this the 24<sup>th</sup> day of August, 2011



Monica E. Taylor  
Notary Public  
My Commission Expires 09/05/2016

**BellSouth Telecommunications, LLC d/b/a  
AT&T Alabama**

By: Fred McCallum Jr.  
Name: Fred McCallum, Jr.  
Title: President – AT&T Alabama

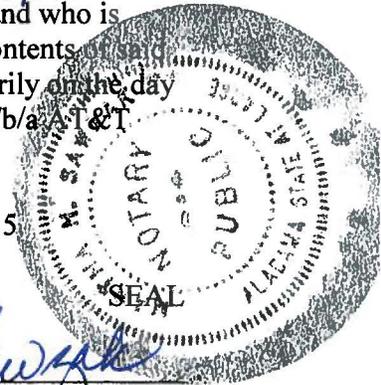
STATE OF ALABAMA

COUNTY OF Jefferson

I, MARTHA H. SAWZAK, the undersigned authority, a Notary Public, in and for said County and State of Alabama, hereby certify that FRED McCallum Jr., whose name as President of AT&T ALABAMA, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of BellSouth Telecommunications, LLC, d/b/a AT&T Alabama.

GIVEN under my hand and seal this the 13<sup>th</sup> day of August, 2015

Martha H. Sawzak  
Notary Public  
My Commission Expires 5-19-2016



NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 19, 2016  
BONDED THRU NOTARY PUBLIC UNDERWRITERS