

SECOND AMENDMENT TO THE AGREEMENT
between
SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T
OKLAHOMA, assigned to DIRECTV, LLC
And
THE CITY OF MIDWEST CITY

THIS SECOND AMENDMENT TO THE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and DIRECTV, LLC, (hereinafter referred to as “**DIRECTV**”) (**City**, and **DIRECTV** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** and **DIRECTV** predecessor Southwestern Bell Telephone Company entered into the original Agreement on August 14, 2007; and

WHEREAS, **City** and **DIRECTV** predecessor Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma agreed to amend the original agreement, which was executed on July 27, 2021; and

WHEREAS, Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma has assigned the agreement and first amendment to **DIRECTV, LLC**; and

WHEREAS, the first amendment has the agreement expiring on August 1, 2023; and

WHEREAS, **City** and **DIRECTV** believe it is in their mutual interest to extend the original Agreement through this **Second Amendment**.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **DIRECTV** hereby agree to amend the original agreement as follows:

1. Term

The **Parties** hereby agree to extend the original agreement until June 30, 2028. The **Parties** further agree that this agreement may be renewed by mutual agreement of the **Parties**, in writing, for an additional four (4) 5-year terms.

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10. NOTIFICATION

DIRECTV, and its contractors, or subcontractors will, for other than routine or emergency repairs:

- a. Notify the City of Midwest City as to the location, the scope and the length of time the work to be completed. This includes all improvements of any existing infrastructure.
- b. Any landscape and/or streets that are damaged, will be returned to the original state before the work began. This will include but not limited to signage, fencing, sod, trees and other items as determined by the appropriate city official.

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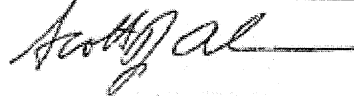
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Signed on this 24th day of April, 2023.

Provider:

DIRECTV, LLC

By:



Name: Scott J. Alexander

Title: Senior Director, External Affairs

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APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
16 day of May, 2023.



THE CITY OF MIDWEST CITY

Act By

MAYOR, Pat Byrne

Sara Hancock

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

Donald D. Maisch

DONALD D. MAISCH, CITY ATTORNEY