



**DeWight Dopslauf, C.P.M., CPPO  
Harris County Purchasing Agent**

March 22, 2021

Commissioners Court  
Harris County, Texas

**RE: Settlement Agreement**

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached Settlement Agreement for the following:

**Description:** Data Telecommunication Services for Harris County

**Vendor:** AT&T Corp.

**Amount:** \$56,373 and any applicable taxes and regulatory surcharges

**Reviewed by:**   X   Universal Services – Technology   X   Harris County Purchasing

The Settlement Agreement provides Harris County compensation in the form of credit(s) related to disputed billing and payment of charges as well as any applicable taxes and regulatory surcharges made prior to April 20, 2020. Applicable credit(s) shall fully resolve dispute.

Sincerely,

A handwritten signature in blue ink, appearing to read "DeWight Dopslauf".

DeWight Dopslauf  
Purchasing Agent

A handwritten signature in blue ink, appearing to read "JHP".

Attachment(s)

cc: Universal Services - Technology  
Vendor

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA MARCH 30, 2021**

# **RELEASE AND SETTLEMENT AGREEMENT**

This document is a Release and Settlement Agreement (**Agreement**) between AT&T Corp. (**AT&T**) and Harris County (**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 8310009682284 (the **Account**);

CUSTOMER disputes the billing and payment of charges on the Account prior to 4/20/2020 (the **Dispute**); and

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

## **AGREEMENT**

The Parties agree as follows:

### **1. AT&T Credit**

AT&T will credit the Account \$56,373.00 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 Texas 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.

AT&T CORP.

Harris County

By: Terri Webster

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

Title: Client Solutions Executive II

Title: County Judge

Date: March 19, 2021

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

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFEE  
COUNTY ATTORNEY

By: DeAnne A. Lin for:

Cherelle Sims

Assistant County Attorney

C.A. File 21GEN0464

ORDER OF COMMISSIONERS COURT  
Authorizing the execution of a settlement agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_\_ day of \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN  
HARRIS COUNTY AND AT&T CORPORATION

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that: Harris County Commissioners Court hereby authorizes the execution of a settlement agreement between Harris County and AT&T Corporation for the purpose of AT&T Corporation crediting the County in the amount of \$56,373.00, plus any applicable taxes and regulatory surcharges on Account number 8310009682284.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.