



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

April 19, 2021

Commissioners Court  
Harris County, Texas

**RE: Sole Source Exemption - Local Government Code § 262.204 (a)(7)**

Members of Commissioners Court:

Please approve a sole source exemption from the competitive bid requirements and the attached Order authorizing the County Judge to execute the attached Agreement for the following:

**Description:** AT&T Non-Emergency 3-1-1 Dialing Service for Harris County Universal Services - Technology

**Vendor(s):** AT&T Corp.

**Term:** April 27, 2021 - April 26, 2022 with four (4) one-year renewal options

**Amount:** \$120,915

**Reviewed By:** • Harris County Purchasing • Universal Services - Technology

The Office of the Harris County Purchasing Agent has confirmed the sole source exemption. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf  
Purchasing Agent

JG  
Attachment(s)  
cc: Vendor(s)

**FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 27, 2021**



**ADDENDUM TO THE AGREEMENT  
BETWEEN HARRIS COUNTY AND AT&T CORP.**

PCS ID : 20210402-088

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County (“County”), a body corporate and politic under the laws of the State of Texas acting by and through its Universal Services department (“Department”), and AT&T Corp. (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

***Recitals***

The County desires a 311 abbreviated dialing service (the “Services”).

Contractor represents it is capable and willing to provide the Services.

***Terms***

**I.**

Contractor shall provide the Services, as further described in Exhibit A. It is expressly understood and agreed that Exhibit A: AT&T Mobility 3-1-1 Abbreviated Dialing Agreement, and Exhibit B: AT&T ILEC Non-Emergency 3-1-1 Service Agreement are attached hereto and incorporated herein by reference (collectively referred to as the “Agreement”). In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, or any other terms and conditions, this Addendum shall control.

**II.**

**EFFECTIVE DATE AND TERM**

The term of this Agreement shall be for a period beginning upon execution by the Parties and running for twelve (12) consecutive months, unless earlier terminated. At the County’s option the term is renewable for four (4) consecutive one-year periods (each a “Renewal Term”) upon the same terms and conditions specified in the Agreement.

**III.**

## PAYMENT TERMS

Contractor shall submit to the Harris County Auditor an invoice for services rendered on a monthly basis to: Harris County Auditor, 1001 Preston 8<sup>th</sup> floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.

The invoices shall, at a minimum, include a description of the services that Contractor performed, and the department for which the Contractor provided such services. After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas.

For the Services, County will pay a one-time non-recurring fee of Forty-Three Thousand Six Hundred Ninety-Five and No/Dollars (\$43,695.00), and a monthly fee of Six Thousand Four Hundred Thirty-Five and No/Dollars (\$6,435.00), for an Initial Term cost total of One Hundred Twenty Thousand Nine Hundred Fifteen and No/Dollars (\$120,915.00).

## IV.

### LIMIT OF APPROPRIATION

Notwithstanding any language found in the Agreement, Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement during the twelve-month term, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement for Services performed under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Hundred Twenty Thousand Nine Hundred Fifteen and No/Dollars (\$120,915.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability for Services performed under the terms and provisions of this Agreement is limited to this sum.

Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and her certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent.

Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder for Services performed under this Agreement, and the total maximum sum that the Contractor shall become liable to pay to Contractor hereunder for Services performed under this Agreement, shall not under any conditions, circumstances, or interpretations thereof

exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability for Services performed under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy for payments due in respect of Services performed under this Agreement shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.

With regard to any renewal terms or extension of this Agreement, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal term.

The funding and exclusive remedy provisions of the Agreement are contained in this Addendum; therefore, any and all references in the Agreement to any additional services or additional charges for Services performed under this Agreement are hereby deleted.

## V.

### TERMINATION

The County may terminate this Addendum at any time by notice in writing to the Contractor. Upon receipt of such notice, Contractor shall discontinue all Services in connection with the performance of this Addendum.

Within thirty (30) days after receipt of the notice of termination, Contractor agrees to submit an invoice, showing in detail the Services performed under this Addendum up to and including the date of termination.

The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually received under this Addendum, less all previous payments by the County to the Contractor.

## VI.

### PUBLIC INFORMATION ACT

Notwithstanding any language found in the Agreement, the Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor agrees that to the extent, if any, that any provision of the Agreement is in conflict with the Act, the same shall be of no force and effect. Therefore, any provisions in the Agreement which provide that any information, including the terms of the Agreement, is confidential are hereby stricken and excluded from the terms of the Agreement. Contractor expressly understands and agrees that the County shall release any and all information

necessary to comply with Texas law without the prior written consent of Contractor.

It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General of Texas stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

## VII.

### APPLICABLE LAW AND VENUE

The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds.

This Agreement is governed by the laws of the State of Texas. The exclusive forum for any action arising out of, in connection with, or in any way relating to the Agreement shall be in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action arising out of, in connection with, or in any way relating to the Agreement shall be in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## VIII.

### NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against either Party to this Agreement.

## IX.

### NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor:	AT&T Corp. Attn: Natasha Pratt 6500 West Loop S Bellaire, TX 77401
To the County:	Harris County Universal Services Attn: Amber Hall 406 Caroline St. 4 <sup>th</sup> Floor Houston, TX 77002

Copy to:

Harris County Purchasing  
Attn: Jorge Geronimo  
1001 Preston Suite 670  
Houston, TX 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

X.

#### TAXES AND CHARGES

Prices are exclusive of and County will pay all taxes (excluding those on Contractor's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent County provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, County may withhold or deduct any applicable taxes from payments due to Contractor, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that Contractor may claim any applicable credit.

Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized under the Laws and Constitution of the State of Texas, Contractor may charge late payment fees at the maximum rate allowed by Section 2251.025 of the Texas Government Code. Disputed invoices are not subject to late payment fees. Any language in the Agreement referencing any late fees to be paid in excess of such amounts is hereby deleted.

XI.

#### ENTIRE AGREEMENT

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

XII.

#### EXECUTION

Multiple Counterparts: This Addendum may be executed in several counterparts. Each counterpart

is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Addendum.

AT&T CORP.

HARRIS COUNTY

By: Brandon Trotter  
Name: Brandon Trotter  
Title: Contract Specialist CGI  
Date: 04/05/2021 AK0350

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
VINCE RYAN  
COUNTY ATTORNEY

By: DeAnne A. Lin for:  
Cherelle Sims  
Assistant County Attorney  
C.A. File 20GEN0842



EXHIBIT A

“AT&T Mobility 3-1-1 Abbreviated Dialing Agreement”

(follows behind)



Friday, April 02, 2021

Lina Hidalgo  
County Judge

**Re: AT&T Mobility 3-1-1 Abbreviated Dialing Agreement  
County of Harris, TX**

County Judge Hidalgo:

This letter agreement (the “Agreement”) constitutes the terms and conditions under which AT&T Mobility LLC (“AT&T Mobility”) will provide 311 abbreviated dialing service to the county of Harris, TX (the “Requesting Entity”) within the jurisdiction described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Jurisdiction”). AT&T Mobility and the Requesting Entity are referred to herein individually as a “Party” or together as the “Parties.”

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T Mobility and the Requesting Entity hereby agree to the following terms and conditions:

**1. 311 Service; Request; Certification.**

- a. 311 Service.** “311 Service” is a three digit abbreviated dialing arrangement for accessing non-emergency police and other government services in a particular jurisdiction. Pursuant to Order by the Federal Communications Commission (FCC) in CC Docket 92-105 (the “FCC Order”), 311 Service is made available upon request to a requesting entity for a particular jurisdiction.
- b. Request.** Requesting Entity requests 311 Service from AT&T Mobility for the Jurisdiction.
- c. Certification.** Requesting Entity certifies that it provides or is capable of providing access to non-emergency police and other government services for the Jurisdiction, that it has received any and all requisite approvals necessary for it to be the designated provider of such services, and therefore it is qualified to request the provision of 311 Service from AT&T Mobility for the Jurisdiction.

**2. Requesting Entity's Obligations.**

- a. Provision of Termination Number.** Requesting Entity certifies that the Termination Number set forth below will allow callers from within the Jurisdiction to complete calls on a toll-free basis. Requesting Entity also agrees to disclose in any advertising or



publication pertaining to 311 Service that air time and other charges may apply.  
Termination Number: 713-274-9946

- b. Change of Termination Number; Notice.** Requesting Entity may change the Termination Number upon a minimum thirty (30) days prior notice of the change to AT&T Mobility. Any such Termination Number change may result in additional charges as set forth herein. Requesting Entity must also give AT&T Mobility thirty (30) days prior notice of a change in the carrier providing the toll free Termination Number.
- c. Provision of Non-Emergency Police and Government Service.** Upon provision of the Termination Number (or upon another mutually agreed upon date), Requesting Entity must be capable of providing non-emergency police and other government services to all users of the AT&T Mobility network that dial 311. Requesting Entity must procure sufficient telecommunications facilities and services and have adequate staffing levels and hours of service to handle the call volume. Requesting Entity will comply with any orders and rules pertaining to 311 Service adopted by the FCC.
- d. Testing.** Requesting Entity will cooperate in good faith and participate fully in all 311 Service implementation testing deemed necessary or appropriate by AT&T Mobility.

### 3. AT&T Mobility's Obligations.

- a. Implementation.** AT&T Mobility will translate 311 to the Termination Number and use its best commercial efforts to route all 311 calls it receives from subscribers and others using the AT&T Mobility network in the Jurisdiction to that Termination Number. AT&T Mobility will use commercially reasonable efforts to correlate its 311 Service translations with non-emergency police and other government services boundaries in the Jurisdiction. Due to the nature of the wireless service, neither exact correlation nor exact coverage predictions are possible and, accordingly, AT&T Mobility does not guarantee coverage within or outside the Jurisdiction or guarantee routing accuracy for all 311 calls. Coverage and routing of 311 calls may be affected by many factors, including terrain, weather, foliage, buildings, other construction, signal strength, customer equipment and other factors. AT&T Mobility has no obligation to make 311 Service available to any person or entity within the Jurisdiction but outside AT&T Mobility's service area or to non-AT&T Mobility subscribers.
- b. Timing of Implementation.** AT&T Mobility will provision the Requesting Entity's order within six (6) months of the effective date set forth below (the "Effective Date") or by a time to be mutually agreed upon by the Parties.

### 4. General Provisions.

- a. Term.** The initial term of this Agreement will commence on the Effective Date, and will continue for a period of one (1) year. After the conclusion of the initial term, the



Agreement will continue on a month-to-month basis until terminated by either Party with thirty (30) days advance written notice.

**b. Termination.**

- i. AT&T Mobility may terminate this Agreement upon sixty (60) days' notice to Requesting Entity if the FCC determines by a final order that the 311 dialing code should no longer be assigned to non-emergency police and other government services or that 311 Service is subject to conditions that are contrary to this Agreement.
- ii. To the extent not preempted by governing law, either Party may also terminate this Agreement upon sixty (60) days' notice in the event of any emergency or other event outside the reasonable control of the Party that impairs or prevents the Party from performing its obligations herein.
- iii. Either Party may terminate this Agreement in whole or in part upon notice in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) days of receipt of written notice thereof. Default is defined to include (i) a Party's insolvency or the initiation of bankruptcy or receivership proceeding by or against the Party; or (ii) a Party's refusal or failure in any material respect properly to perform its material obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

- c. Indemnification.** To the extent not prohibited by applicable law, Requesting Entity will defend, indemnify, protect and hold AT&T Mobility harmless against all suits, actions, claims, demands and judgments, and all of the costs, expenses (including reasonable attorneys' fees and costs) arising out of, or in connection with (directly or indirectly) (a) any breach or default in Requesting Entity's performance of any of its obligation under this Agreement and/or (b) with Requesting Entity's provision of non-emergency police and other government services. Notwithstanding such indemnification obligations or any limitation thereof by applicable law, nothing herein shall limit any rights, claims or remedies available to AT&T Mobility in connection with any breach or default by Requesting Entity or Requesting Entity's provision of non-emergency police and other government services.

**d. Limitation of Liability; Disclaimer of Warranties.**

- i. IN NO EVENT WILL AT&T MOBILITY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, LOSS OF DATA, LOSS OF OR DAMAGE TO



PROPERTY OR PERSON, AND PHYSICAL, MENTAL OR EMOTIONAL DISTRESS, DAMAGES, OR INJURIES ) SUSTAINED OR INCURRED IN CONNECTION WITH: ( 1) THE USE OR ATTEMPTED USE OR THE PERFORMANCE OR NON-PERFORMANCE OF 311 SERVICE; (2) CAUSES BEYOND THE CONTROL OF AT&T MOBILITY; (3) ANY SERVICE, PRODUCT, OR ACTION OF ANY PERSON OTHER THAN AT&T MOBILITY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS; AND/OR (4) ANY OTHER CAUSE RELATED IN ANY WAY TO 311 SERVICE.

ii. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AND EXCLUDED FROM THIS AGREEMENT.

iii. AT&T Mobility will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on AT&T Mobility facilities and equipment nor on equipment owned or leased by the Requesting Entity. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER AT&T MOBILITY NOR THE REQUESTING ENTITY ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO THIS AGREEMENT.

e. **No Third Party Beneficiaries.** 311 Service within the Jurisdiction is provided solely for the benefit of Requesting Entity. The provision of such service will not be interpreted, construed, or regarded as being for the benefit of or creating any obligation toward, or any right of action on behalf of, any third person or other legal entity, including subscribers or other users of the AT&T Mobility network.

**5. Notices.** All notices made in connection with this Agreement will be provided to the Parties following addresses:

If to AT&T Mobility:

Sergio Morales  
Sr. Specialist – Tech Project Manager  
1 AT&T Way, Bedminster NJ 07921  
(908) 901 - 2917

If to Requesting Entity:

James Hebert  
Manager, Enterprise Voice Engineering  
406 Caroline, Houston TEXAS 77002  
(713) 274-7912  
james.hebert@us.hcxt.net



**EFFECTIVE DATE: 4/2/2021**

**AT&T MOBILITY LLC**

By: Sergio Morales  
Name: Sergio Morales  
Title: Sr. Specialist – Tech Project Mgmt  
Date: 4/2/2021

**Harris County**

By: \_\_\_\_\_  
Name: Lina Hidalgo  
Title: County Judge  
Date:





## EXHIBIT A

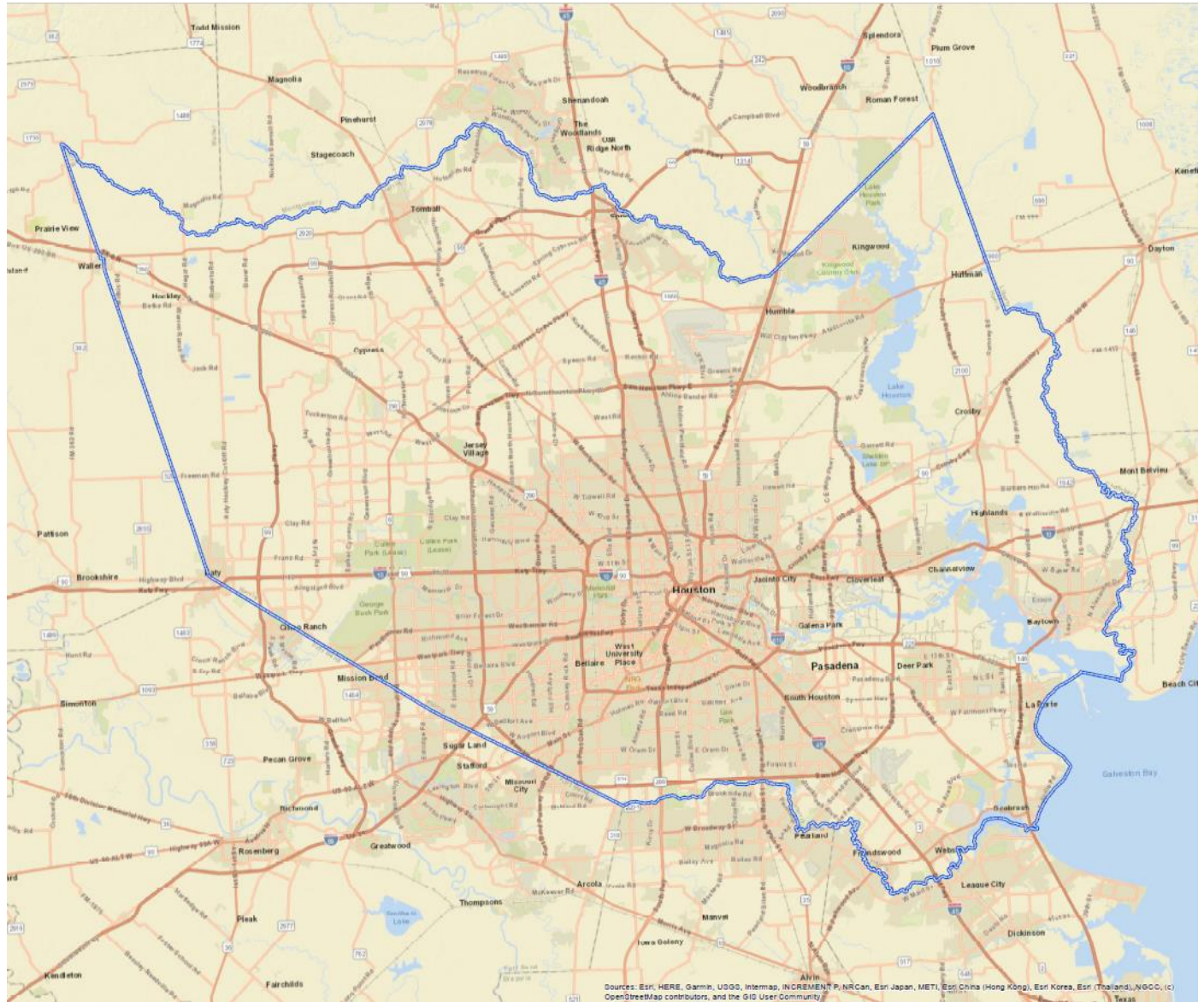


EXHIBIT B

“AT&T ILEC Non-Emergency 3-1-1 Service Agreement”

(follows behind)





**AT&T ILEC NON-EMERGENCY 3-1-1 SERVICE**  
**Service Agreement**  
**Provided Pursuant to Custom Terms**

PCS ID : 20210401-042

<b>Customer</b>	<b>AT&amp;T</b>
Harris County Street Address: 406 Caroline City: Houston State/Province: TEXAS Zip Code: 77002 Country: USA	AT&T Corp.
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: James Hebert Title: Manager, Enterprise Voice Engineering Street Address: 406 Caroline City: Houston State/Province: TEXAS Zip Code: 77002 Country: USA Telephone: 713-274-7912 Email: james.hebert@us.hcxt.net	Name: Natasha Pratt Street Address: 6500 West Loop South, Zone 5.5 City: Bellaire State/Province: TEXAS Zip Code: 77401 Country: USA Telephone: 713-567-8508 Email: nl5132@att.com Sales/Branch Manager: Tatum Minister SCVP Name: George Spencer Sales Strata: SLED Sales Region: SW <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code:	

This AT&T ILEC NON-Emergency 311 Service, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in the Agreement for AT&T IP Flexible Reach and AT&T IP Toll-Free, AT&T Dedicated Internet Service, AT&T VPN Service, AT&T Switched Ethernet Service, AT&T Dedicated Ethernet Service, And AT&T Network On Demand Master Agreement Reference 155138UA dated August 17, 2018 as well as terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer agrees to purchase the Service identified below in accordance with this Service Agreement and the following documents, which are incorporated by reference: (i) applicable Tariffs, Guidebooks found at [att.com/servicepublications](http://att.com/servicepublications); and (ii) the AT&T Business Services Agreement ("BSA") located at <http://www.corp.att.com/agreement/>

AT&T may revise Tariffs, Guidebooks and the BSA (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: this Service Agreement, and the applicable Service Publications; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms. This Agreement continues so long as Services are provided under this Agreement

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

	<b>AT&amp;T ILEC NON-EMERGENCY 3-1-1 SERVICE</b> <b>Service Agreement</b> <b>Provided Pursuant to Custom Terms</b>
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Customer requests that the identity of this Agreement be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law. Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers.

This Agreement shall be void if not executed by Customer and received by AT&T within 30 days of the date AT&T executed the Agreement, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Brandon Trotter</i>
Printed or Typed Name: Lina Hidalgo	Printed or Typed Name: Brandon Trotter
Title: County Judge	Title: Contract Specialist CGI
Date:	Date: 04/05/2021 <span style="float: right;">AK0350</span>

<b>For AT&amp;T internal use only:</b>	Contract Ordering and Billing Number (CNUM):
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**AT&T ILEC NON-EMERGENCY 3-1-1 SERVICE****Service Agreement  
Provided Pursuant to Custom Terms****1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)**

Service		AT&T ILEC Non-Emergency 3-1-1 Service	
Service Provider		Service Publication (incorporated by reference)	Service Publication link
<input type="checkbox"/>	AT&T Arkansas	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/ar/0006-0009.pdf">http://cpr.att.com/pdf/ar/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T California	Inclusive in this agreement	n/a
<input type="checkbox"/>	AT&T Illinois	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/il/0006-0009.pdf">http://cpr.att.com/pdf/il/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Indiana	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/in/0006-0009.pdf">http://cpr.att.com/pdf/in/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Kansas	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/ks/0006-0009.pdf">http://cpr.att.com/pdf/ks/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Michigan	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/mu/0006-0009.pdf">http://cpr.att.com/pdf/mu/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Missouri	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/mo/0006-0009.pdf">http://cpr.att.com/pdf/mo/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Nevada	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/nv/0006-0009.pdf">http://cpr.att.com/pdf/nv/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Ohio	Tariff - Part 6, Section 9	<a href="http://cpr.att.com/pdf/ot/0006-0009.pdf">http://cpr.att.com/pdf/ot/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Oklahoma	Tariff - Part 6, Section 9	<a href="http://cpr.att.com/pdf/ok/0006-0009.pdf">http://cpr.att.com/pdf/ok/0006-0009.pdf</a>
<input type="checkbox"/>	AT&T Wisconsin	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/wg/0006-0009.pdf">http://cpr.att.com/pdf/wg/0006-0009.pdf</a>
<input checked="" type="checkbox"/>	AT&T Texas	Guidebook - Part 6, Section 9	<a href="http://cpr.att.com/pdf/tx/0006-0009.pdf">http://cpr.att.com/pdf/tx/0006-0009.pdf</a>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

Pricing Schedule Term	36 months
Automatic Term Extension of Pricing Schedule Term	If permitted by applicable law, 12 months, unless either party terminates via written notice given within forty-five (45) days before expiration of the Term or the then-current Automatic Term Extension. Where permitted by law, Customer waives any right to receive notice prior to any such automatic extension.
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Start Date of Minimum Payment Period, per Service Component	the date when the Service is installed and available for use by Customer at any single Site pursuant to this Agreement

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
311 Service	50% plus all unpaid non-recurring charges	Equal to the Pricing Schedule Term specified above

\*The minimum period for which Customer is required to pay recurring charges for the Service, also referred to in Service Publications by different names, including without limitation "Term", "Term Payment Plan", or "Term Pricing Plan".

**4. LOCATION OF SERVICE**

311 Service will be activated in AT&T Central Offices that (i) serve a portion of Customer's geographic jurisdiction, (ii) serve end users located within AT&T's franchise territory, and (iii) are associated with the relevant Zip+4. Customer's geographic jurisdiction, and any changes thereto shall be identified by Customer in writing. The relevant Zip+4, and any changes thereto, shall be agreed upon in writing by Customer and AT&T. The implementation time frame for including any such changes in the 311 Service will be mutually agreed upon by the parties.

**AT&T ILEC NON-EMERGENCY 3-1-1 SERVICE****Service Agreement  
Provided Pursuant to Custom Terms****5. INITIAL QUANTITIES OF SERVICE**

USOC	Description	Initial Quantity
3NE	Non-Emergency 311 Service (Class of Service)	9
BBNRC	NE311 Budget billing Option - Setup or Change	optional
3BABB	Non-Emergency 311 Budget Billing Option (per 5,000 calls at \$0.08 per call	9
3BAPC	Non-Emergency 311 Per Call Option	optional
REAK1 – all states (excluding CA and NV)	Non-Emergency Table Change (per designated Answering Point telephone number change)	9
NEMTC – CA and NV	Non-Emergency Table Change (per designated Answering Point telephone number change)	
NEMCO – CA and NV	Non-Emergency 311 Central Office Charge (Per AT&T Central Office Switch)	
NR93N – all other states	Non-Emergency 311 Central Office Charge (Per AT&T Central Office Switch)	9

**6. RATES AND CHARGES**

The monthly recurring charges and the non-recurring charges are set forth below on a per USOC (previously referred to as Universal Service Order Code) basis. The prices set forth herein do not include state Public Utility Commission (PUC) or FCC mandated surcharges or applicable taxes. Such surcharges and applicable taxes shall be billed on a monthly basis. Customer shall commence paying the monthly recurring charges as each component of the 311 Service is provisioned and available for use by Customer. Customer shall be invoiced for all non-recurring charges upon execution of this Pricing Schedule.

If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Customer may add additional 311 Service beyond the initial quantities. AT&T will bill Customer on a monthly basis for the additional Service.

USOC	Description	Monthly Rate Per USOC	Rate Per Call	Non-recurring Charge
3NE	Non-Emergency 311 Service (Class of Service)	\$550.00	\$	\$4,000.00
BBNRC	NE311 Budget billing Option - Setup or Change	\$	N/A	\$225.00
3BABB	Non-Emergency 311 Budget Billing Option (per 5,000 calls at \$0.08 per call	\$250.00	N/A	\$0.00
3BAPC	Non-Emergency 311 Per Call Option	\$	\$0.05	\$0.00
REAK1 – all states (excluding CA and NV)	Non-Emergency Table Change (per designated Answering Point telephone number change)	\$0.00	N/A	\$610.00
NEMTC – for CA and NV	Non-Emergency Table Change (per designated Answering Point telephone number change)	N/A	N/A	\$
NEMCO – for CA and NV	Non-Emergency 311 Central Office Charge (Per AT&T Central Office Switch)	\$0.00	\$	\$
NR93N – all other states	Non-Emergency 311 Central Office Charge (Per AT&T Central Office Switch)	\$165.00	\$	\$245.00

**AT&T ILEC NON-EMERGENCY 3-1-1 SERVICE****Service Agreement  
Provided Pursuant to Custom Terms****Charges for Minimum Quantity:**

Monthly Rate: \$6,435.00

Non-Recurring Charge: \$43,695.00

- A. Customer shall be charged for all completed 311 calls delivered to the Designated Answering Point. Customer must select either the Per Call Option or the Budget Billing Option at the time this Pricing Schedule is executed. Customer may change from one option to another during the contract period.
- B. Budget Billing Option. Customer will pay the non-recurring charge, set forth above, at the time Customer selects the Budget Billing Option. Customer will pay for 311 calls via a monthly recurring charge representing 5,000 calls per USOC quantity ordered. AT&T will review Customer's actual usage each month. If, for three consecutive months, Customer's actual usage is above or below the monthly budgeted calls by 15%, AT&T may adjust Customer's quantity of USOCs (3BABB). At the end of each twelve month period following the initiation of the Budget Billing Option, AT&T will calculate Customer's actual per 311 call usage for the previous 12 month period and, if the total actual 311 call usage multiplied by the Budget Billing per call rate of \$0.08 is lower than the amount paid by Customer for the Budget Billing Option over the 12 month period, AT&T will credit the difference to Customer's bill. If the total actual 311 call usage multiplied by the Budget Billing call rate of \$0.08 is higher than the amount paid by Customer for the Budget Billing Option over the 12 month period, AT&T will debit the difference to Customer's bill. Customer may switch between from the Per Call Option to the Budget Billing Option at any time. Customer may switch from the Budget Billing Option to the Per Call Option only at the conclusion of each 12 month Budget Billing Option period.

**7. DESCRIPTION OF SERVICE**

- A. 311 Service allows a telephone caller within AT&T's franchise territory to reach non-emergency police service or other municipal services by dialing an abbreviated telephone number (3-1-1). 311 Service will be activated on all applicable AT&T business, residential, and coin phone lines that permit local dialing in AT&T local telephone company affiliates' Central Office Switches ("AT&T Central Offices"). 311 call traffic will be routed to Customer's designated 311 answering point ("Designated Answering Point"); provided that a 311 call originating from a telephone located outside Customer's geographic jurisdiction will be routed to a recorded announcement that informs the caller that the call cannot be completed as dialed.

**8. SCOPE OF SERVICE**

- A. Each 311 call must route to a Customer Designated Answering Point with a 10-digit telephone number which can be a local or toll free number. Customer shall identify in writing the telephone number for each Designated Answering Point. Customer and AT&T shall agree in writing on the Emergency Service Numbers associated with each Designated Answering Point. Any changes to Customer's Designated Answering Point shall also be identified in writing by Customer. The implementation time frame for including any such changes in the 311 Service will be mutually agreed upon by the parties.
- B. 311 Service is available free of charge from AT&T wireline subscriber locations within Customer's geographic jurisdiction who are served out of an AT&T Central Office, however normal coin phone charges will apply to AT&T payphones from which 311 Service is available. 311 Service will only be available from non-AT&T payphones that have been correctly programmed by the payphone service providers to allow 311 dialing. Customer is responsible for advising payphone service providers of the potential need to reprogram pay phones to allow 311 dialing.
- C. 311 Service is capable of passing the signaling generated by industry standard telecommunication devices for the deaf ("TDD"). The TDD signaling is available free of charge. The calling party is responsible for providing the appropriate TDD and Customer is responsible for providing and operating the appropriate telecommunication equipment to receive and handle TDD generated signals.
- D. 311 Service is not available to wireless callers under this agreement.
- E. Customer must negotiate with facilities-based Competitive Local Exchange Carriers ("CLECs"), both in and out of AT&T's franchise territory, to make 311 Service available to CLEC subscribers. The negotiation of such an arrangement and any resulting charge by the CLEC to its subscribers are outside the scope of this Pricing Schedule.
- F. Consistent with all the other terms and conditions contained herein, 311 Service is available to subscribers of CLECs that provide local exchange service out of resale tariffs of AT&T affiliates.
- G. In the event that Customer requests AT&T to expand the 311 Service to contiguous locations outside Customer's geographic jurisdiction and AT&T agrees to such an expansion, AT&T shall perform a full financial study to determine the prices for the requested expansion and, if appropriate, the parties shall execute a modification to this Pricing Schedule reflecting the additional service and the applicable pricing.

**AT&T ILEC NON-EMERGENCY 3-1-1 SERVICE****Service Agreement  
Provided Pursuant to Custom Terms**

- H. 311 Service activation does not include quick dial-tone capabilities (where available) and will only be available to PBX and Key switching systems ("CPE") when those systems have been correctly programmed by the owner of the CPE to allow 311 dialing. Customer is responsible for advising consumers of the potential need to reprogram CPE to allow 311 dialing.
- I. 311 Service will not complete calls dialed using 0 + 311, 1 + 311, or payphone calls from a correctional institution, or operator assisted calls.
- J. Customer is responsible for passing, in Customer's sole discretion, any 311 call to an E911 Public Safety Answering Point ("PSAP"). AT&T will not pass any Automatic Number Information ("ANI") nor any other information concerning the call or the caller to the Designated Answering Point along with the 311 call; provided that AT&T's Caller ID feature associated with the calling party's telephone number will work as defined in the tariffs of AT&T's local exchange service affiliates on file with the CPUC.
- K. Customer is responsible for ordering all requisite circuits and customer premises equipment to enable the Designated Answering Point to process 311 call volumes in a fashion that meets Customer's internal service level requirements.
- L. Customer is responsible for notifying/educating the public concerning the geographic jurisdiction where the 311 Service is available and its potential uses and benefits. The parties will mutually agree on AT&T's part in the notification/education process.
- M. 311 Service is offered subject to the availability of equipment and facilities (including outside plant, cable, capacity and memory), and is subject to AT&T continuing as the primary 911 database provider in AT&T's franchise territory and AT&T continuing to provide 911 database service to Customer. In the event that AT&T ceases being the primary 911 database provider, AT&T may terminate or modify this Pricing Schedule without liability provided that AT&T has provided Customer with six-month written notice of the termination. In the event of such termination, Customer shall not be liable for termination charges. In the event of such termination, AT&T will propose to Customer a replacement 311 service based on terms and conditions that will be negotiated by the parties in good faith, including prices consistent with the rates AT&T offers similarly situated customers. Customer is under no obligation to accept the proposed replacement service.
- N. Customer shall be solely responsible for entering into any necessary compensation or cost recovery agreements with such facility based CLEC or ILEC.
- O. Customer is responsible for accurately identifying and developing the Zip+4 data file associated with its geographic jurisdiction. AT&T will provide Customer Zip+4 data specifications. The Zip+4 data file will be used as the basis for provisioning of the 311 Service. (California uses "ESN/ESSID" in lieu of Zip+4)
- P. Customer agrees to provide AT&T with an updated Zip+4 data file at least annually.

**9. INTERRUPTION OF SERVICE**

- A. In the event of a complete interruption to the Service which is not due to the negligence or willful act of Customer, upon notice and application by Customer, an allowance will be made that is equal to the pro rata charges for the period of interruption.
- B. AT&T liability for any losses or damage arising from errors, interruptions, defects, failures, or malfunctions of this Service or any part thereof, even if caused by the negligence of AT&T, its employees, agents, or affiliates, shall not exceed the greater of \$50.00 or an amount equal to the pro rata charges for the Service affected during the period of time that the service was fully inoperative (no allowance in the event of any partial inoperability). Customer is responsible for all charges associated with "phantom" calls, i.e., automated calls to 3-1-1 that are not initiated by an end user and are caused by malfunctions in the network, the end user's premises, or the end user's CPE (customer premise equipment) or some other cause, unless the cause for such phantom calls can be definitively determined to be caused by malfunctions in AT&T's network as opposed to malfunctions at the customer premises or the end user's CPE, or some other cause.

**10. INITIAL INSTALLATION AND ACCEPTANCE CRITERIA**

- A. AT&T will notify Customer when 311 Service is functional. Functionality is defined as the ability of callers within Customer's geographic jurisdiction to dial 311 and the call is routed through the public switched network to the demarcation point servicing the Customer identified Designated Answering Point. For billing purposes, AT&T shall bill Customer as each component of the 311 Service is provisioned and available for use by Customer.

[End of Document]

ORDER OF COMMISSIONERS COURT  
Authorizing Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with all members present except \_\_\_\_\_.

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

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN HARRIS COUNTY AND AT&T CORP.

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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 adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute on behalf of Harris County, an Agreement with AT&T Corp to provide Harris County with a 311 Abbreviated Dialing Service, for a one-year period with the option to renew for four (4) additional one-year periods, at an initial term cost not to exceed One Hundred Twenty Thousand Nine Hundred Fifteen and No/Dollars (\$120,915.00). The Agreement is incorporated herein by reference as though fully set forth word for word.

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