

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Information Technology Services

**AGENDA DATE:** March 2, 2021

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:**

Araceli Guerra, Managing Director, Internal Services (915) 212-1401

Roberta A. Brito, Assistant City Attorney, City Attorney's Office (915)-212-0033

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 6 - Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.7 Deliver effective and efficient processes to maximize value in obtaining goods and services

**SUBJECT:**

That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso ("City") and AT&T whereby AT&T will credit the City's account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute.

**BACKGROUND / DISCUSSION:**

The City subscribes to this AT&T service under Account Number 857388018. The City disputed the billing and payment of charges. The City and AT&T agree that AT&T will credit the account \$129,388 plus any applicable taxes and regulatory surcharges.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Credit of \$129,388

Funding Source: Dept. Of Information Technology Services- General Fund.  
1000-239-15090-P1503-540000 "Phone and Internet"

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Araceli Guerra, Information Technology Director

**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager is authorized to sign a Release and Settlement Agreement, in a form substantially similar to the attached, between the City of El Paso (“City”) and AT&T whereby AT&T will credit the City’s account in the amount of \$129,388.00 (plus any applicable taxes and surcharges) in settlement of a billing dispute.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.


**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Araceli Guerra, Director  
Dep’t of Information Technology Services

# RELEASE AND SETTLEMENT AGREEMENT

This document is a Release and Settlement Agreement (**Agreement**) between AT&T Corp. (**AT&T**) and City of El Paso (**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 857388018(the **Account**);

CUSTOMER disputes the billing and payment of charges on the Account prior to 06/06/2020 (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 \$129,388.00 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 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, including the Texas Public Information Act (Texas Government Code, Chapter 552), 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.

(c) This Agreement is void unless both Parties have signed it on or before 03/20/2021

AT&T CORP.

City of El Paso

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Approved as to Content:

By: 

Title: Managing Director for Internal Services

Approved as to Form:

By: 

Title: Assistant City Attorney