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County of Harris §  
§  
State of Texas §

**TARIFF PRICING AGREEMENT FOR ANALOG PRIVATE  
LINE SERVICE, 311 SERVICE AND TELEBRANCH SERVICE**

This agreement between Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T" and "Contractor") and the City of Houston, Texas ("City") is entered into between the Parties at Houston, Texas, effective on the date of countersignature by the City Controller. In consideration of the mutual promises set out below, the Parties agree as follows:

1. AT&T shall provide the following sole source tariffed services to the City of Houston ("Services") pursuant to the rates, terms and conditions of the AT&T Texas tariffs identified below:

<u>Service</u>	<u>Tariff</u>
Analog Private Line Service	Private Network Services Tariff, § 2
311 Service	General Exchange Tariff, § 47
Telebranch Service	General Exchange Tariff, § 21

2. The City shall pay AT&T for the Services at the rates set out in the Tariffs, subject to the Limit of Appropriation set out in Section 3 below.
3. Limit of Appropriation
  - a. The City's duty to pay money to AT&T under this Agreement is limited in its entirety by the provisions of this Section.
  - b. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$634,000 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies.
  - c. The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller,

containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

#### **NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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- d. The Original Allocation plus all supplemental allocations are the Allocated Funds.
4. The Initial Term of this Agreement is three years. Thereafter, this Agreement shall automatically renew for up to two one-year terms, provided that sufficient Allocations of Funds have been made to pay for the Services, unless the City's Information Technology Director ("Director") gives AT&T written notice of non-renewal at least 30 days before expiration of the then-current term. The Director may terminate this Agreement at any time upon 30 days written notice to AT&T.
5. AT&T will comply with Tariff requirements regarding rate increases or changes in terms for Services provided under this Agreement. The AT&T Account Team will make every reasonable effort to give the [IT] Director thirty (30) days advanced written notice of any change to the Tariffs identified above if such change affects the price or terms of the Services provided under this Agreement. AT&T encourages the City to review bills for notice of Tariff changes. AT&T's failure to notify the Director's office of changes to the Tariffs will not justify adjustments to recover rate increases or term adjustments.

This Agreement is executed by the Parties below in duplicate originals:

CITY OF HOUSTON, TEXAS

SOUTHWESTERN BELL TELEPHONE,  
D/B/A/ AT&T TEXAS

By: Bill White  
Bill White  
Mayor

By: Deborah B. Griffith  
Name: Deborah B. Griffith  
Title: Regional Vice President

ATTEST:

ATTEST:

By: Barbara Juy  
ACTING ASSISTANT CITY SECRETARY

By: Alex Zaldivar  
Alex ZALDIVAR

APPROVED:

Richard Lusi  
Director of the Department of Information  
Technology

APPROVED AS TO FORM:

APPROVED:

Jo W. G. t  
Assistant City Attorney  
L.D. File No. 0370900014001  
COUNTERSIGNED:

N/A  
General Counsel

Arvise D. Paul  
City Controller  
Madeline P. Appel

DATE COUNTERSIGNED: 2-10-09