



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 7/25/2023

**= Mandatory, information must be provided*

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Regular Session Addendum Agenda Item – Discussion, Direction, and Action regarding the Pima County Sheriff's Department's request for approval of AT&T Release Agreement.

***Introduction/Background:**

A verbal agreement was made between AT&T and the Pima County Sheriff's Department for AT&T to provide the department with a credit in the amount of \$223,410.00. AT&T wants to honor the past verbal agreement; however, they are requesting that a Release and Settlement Agreement be signed. The Pima County Attorney's Office requests that the Board of Supervisors consider the Pima County Sheriff's Department's request for approval of the AT&T Release and Settlement Agreement.

***Discussion:**

N/A

***Conclusion:**

The Board of Supervisors should consider the Pima County Sheriff's Department's Request for approval of the Release and Settlement Agreement.

***Recommendation:**

Follow the legal recommendation from the Pima County Attorney's Office.

***Fiscal Impact:**

The County will receive a credit of \$223,410.00

***Board of Supervisor District:**

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☒ All

Department: Pima County Attorney's Office

Telephone: 520-724-5700

Contact: Chief Civil Deputy Sam Brown

Telephone: 520-724-5700

Department Director Signature: _____

Date: 7/20/23

Deputy County Administrator Signature: _____

Date: _____

County Administrator Signature: _____

Date: 7/20/23

JUL 20 2023 PM 04:49 POC CLK OF 50
mm

RELEASE AND SETTLEMENT AGREEMENT

This document is a Release and Settlement Agreement (the "Agreement") between AT&T Mobility Services, LLC ("AT&T") and PIMA COUNTY on behalf of the PIMA COUNTY SHERIFF DEPARTMENT ("CUSTOMER"), collectively "The Parties".

Recitals

WHEREAS, CUSTOMER subscribes to Wireless Service offered by AT&T on Account Number 287281709425 (the "Account");

WHEREAS, a dispute has arisen concerning the billing and payment of CRU Activation Credits on the Account from 10/18/2021 to 10/18/2022 (the "Dispute");

WHEREAS, AT&T and CUSTOMER now wish to resolve the Dispute;

Therefore, the parties agree as follows:

1. Credit by AT&T

AT&T shall credit the amount of \$ 223,410.00 to the Account, which amount being credited may be subject to adjustment due to the applicability of Regulatory Fees and Taxes, in full settlement of the Dispute. The base credit amount will be increased by the amount of any applicable Regulatory Fees and Taxes.

2. Release

As part of the resolution of the Dispute, CUSTOMER knowingly and voluntarily releases AT&T from any type of further liability or claim, whether judicial, administrative, or otherwise, regarding the Dispute, except as set forth in this Agreement.

3. Entire Agreement Regarding the Dispute

This Agreement is the entire and complete agreement of the parties regarding the resolution of the Dispute. There are no other agreements or promises that have not been stated in this Agreement. The parties have negotiated this Agreement, and these negotiations have been superseded by this Agreement. However, this Agreement is not intended to, and shall not, modify the terms of the CUSTOMER's Master Agreement with AT&T.

4. Ownership of Claim

Each party represents to the other party that it owns the claims asserted here. Those claims have not been assigned or transferred to anyone else.

5. No Admission of Liability

The Parties enter into this Agreement to resolve the Dispute. Neither party admits liability for the claims asserted by the other party.

6. Legal Counsel

Each party represents that, in the negotiation and execution of this Agreement, it had the opportunity to consult a lawyer. Prior to the execution of the 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 that this Agreement shall be construed in accordance with Arizona law in effect as of the date the Agreement is executed.

8. Enforcement of Agreement

While the Parties intend to perform their respective obligations in good faith, it may become necessary for one party to bring a lawsuit to enforce or interpret the provisions of this Agreement. If such a lawsuit is brought, the prevailing party shall be entitled to all of its costs in prosecuting or defending this lawsuit, including a reasonable amount of its attorney's fees.

9. Miscellaneous

(a) If a party delays or fails to exercise a right it has under this Agreement or, alternatively, fails to strictly enforce any breach or default that shall not constitute a waiver of 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 shall not mean the other party is excused in the future from performing that obligation unless the excusing party states this in writing.

(b) If a court rules that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall nevertheless continue in full force.

10. Counterparts

This Agreement may be signed in counterparts, which together will constitute the original Agreement.

11. Countersignatures

The Parties may countersign this Agreement either by hand or electronically, either of which shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties have duly executed and agreed to be bound by this Agreement by the signatures of their authorized representatives below. Each party represents and warrants that the person executing this Agreement on its behalf is fully authorized.

Agreement is VOID if not signed by 7/26/2023*

AT&T Mobility Services, LLC

PIMA COUNTY

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

This Agreement is not accepted until signed by CUSTOMER and AT&T

*This date may be extended only upon the parties' mutual agreement.