

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Susan Garrett	Completed	07/17/2014 2:48 PM
Information Technology	Completed	07/17/2014 3:17 PM
Finance	Completed	07/17/2014 3:21 PM
Michael Dogan	Completed	07/17/2014 3:49 PM
Procurement	Completed	07/18/2014 4:21 PM
Adam Smith	Completed	07/18/2014 4:25 PM
Mayor's Office	Completed	07/18/2014 4:42 PM
Office of Research and Policy Analysis	Completed	07/23/2014 10:13 AM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, AT&T Corp (“AT&T”) provides the City of Atlanta with long distance telephone service to perform the City’s daily operation; and

WHEREAS, the City entered into Cooperative Purchasing Agreement Number 1637091 (“Agreement Number 1637091”) with AT&T for long distance telephone service, pursuant to Resolution 11-R-0749, adopted by City Council on May 16, 2011 and approved, as per City Charter Section 2-403, on May 25, 2011; and

WHEREAS, Agreement Number 1637091 was set to expire June 11, 2014 with two (2) remaining renewal term options but the authorizing legislation for the current renewal term was not submitted during earlier legislative cycles due to delayed processing; and

WHEREAS, pursuant to Atlanta City Code Section 2-1206, the City presented AT&T with a ninety (90) day term extension prior to the expiration of Agreement Number 1637091, in an amount not to exceed Twenty Five Thousand Dollars, and Zero Cents (\$25,000.00), resulting in a new expiration date of September 08, 2014; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend exercising Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, as authorized in Resolution 11-R-0749, effective September 09, 2014 for nine (9) months with one (1) remaining renewal term option; all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers listed below.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is hereby authorized to exercise Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, effective September 09, 2014 for nine (9) months with one (1) remaining one (1) year renewal term option, on behalf of the Department of Information Technology, in an amount not to exceed Seventy Five Thousand Dollars, and Zero Cents (\$75,000.00).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following FDOA numbers: 1001 (General Fund) 050209 (IT Telecommunications) 5232001 (IT Communications) 1535000 (Data processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer or his designee in consultation with the City Attorney or her designee is directed to prepare the appropriate agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding upon the City, and the City shall incur no liability upon same until agreement has been approved by the City Attorney or her designee as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to AT&T.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Trinise S White

Contact Number: x67754

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, July 11, 2014

Anticipated Committee Meeting Date(s): Wednesday, July 30, 2014

Anticipated Full Council Date: Monday, August 18, 2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: _____

Chief Financial Officer's Signature: [Signature]

Chief Information Officer's Signature (for IT Procurements): [Signature]

Chief Procurement Officer's Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) _____

Mayor's Staff Only _____

Received by CPO: _____ (Date) Received by LC from CPO: _____ (Date)

Received by Mayor's Office: Trinise Osei 7/11/14 (Date) Reviewed by: [Signature] (Date)

Submitted to Council: _____ (Date)

Attachment: Signed Transmittal_AT&T (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

**A RESOLUTION
BY FINANCE/ EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, AT&T Corp (“AT&T”) provides the City of Atlanta with long distance telephone service to perform the City’s daily operation; and

WHEREAS, the City entered into Cooperative Purchasing Agreement Number 1637091 (“Agreement Number 1637091”) with AT&T for long distance telephone service, pursuant to Resolution 11-R-0749, adopted by City Council on May 16, 2011 and approved, as per City Charter Section 2-403, on May 25, 2011; and

WHEREAS, Agreement Number 1637091 was set to expire June 11, 2014 with two (2) remaining renewal term options but the authorizing legislation for the current renewal term was not submitted during earlier legislative cycles due to delayed processing; and

WHEREAS, pursuant to Atlanta City Code Section 2-1206, the City presented AT&T with a ninety (90) day term extension prior to the expiration of Agreement Number 1637091, in an amount not to exceed Twenty Five Thousand Dollars, and Zero Cents (\$25,000.00), resulting in a new expiration date of September 08, 2014; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend exercising Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, as authorized in Resolution 11-R-0749, effective September 09, 2014 for nine (9) months with one (1) remaining renewal term option; all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers listed below.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is hereby authorized to exercise Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, effective September 09, 2014 for nine (9) months with one (1) remaining one (1) year renewal term

option, on behalf of the Department of Information Technology, in an amount not to exceed Seventy Five Thousand Dollars, and Zero Cents (\$75,000.00).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following FDOA numbers: 1001 (General Fund) 050209 (IT Telecommunications) 5232001 (IT Communications) 1535000 (Data processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer or his designee in consultation with the City Attorney or her designee is directed to prepare the appropriate agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreement will not become binding upon the City, and the City shall incur no liability upon same until agreement has been approved by the City Attorney or her designee as to form, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to AT&T.

*Legislative White Paper***Committee of Purview:** FINANCE/EXECUTIVE**Caption:**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, August 18, 2014**Legislation Title:** AT&T (FY15 Renewal # 1)
Requesting Dept.: Information Technology**Contract Type:** Long Distance Telephone Service**Source Selection:****Bids/Proposals Due:** N/A**Invitations Issued:** N/A**Number of Bids/ Proposals Received:** N/A**Bidders/Proponents:** N/A

Background: AT&T Corp (“AT&T”) provides the City of Atlanta with long distance telephone service to perform the City’s daily operation. the City entered into Cooperative Purchasing Agreement Number 1637091 (“Agreement Number 1637091”) with AT&T for long distance telephone service, pursuant to Resolution 11-R-0749, adopted by City Council on May 16, 2011 and approved, as per City Charter Section 2-403, on May 25, 2011

Agreement Number 1637091 was set to expire June 11, 2014 with two (2) remaining renewal term options but the authorizing legislation for the current renewal term was not submitted during earlier legislative cycles due to delayed processing.

Pursuant to Atlanta City Code Section 2-1206, the City presented AT&T with a ninety (90) day term extension prior to the expiration of Agreement Number 1637091, in an amount not to exceed Twenty Five Thousand Dollars, and Zero Cents (\$25,000.00), resulting in a new agreement expiration date of September 08, 2014.

The Chief Information Officer and the Chief Procurement Officer recommend exercising Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, as authorized in Resolution 11-R-0749, effective September 09, 2014 for nine (9) months with one (1) remaining renewal term option; all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity ("FDOA") numbers listed below.

Fund Account Center: FDOA 1001 (General Fund)

Source of Funds: 1001 (General Fund) 050209 (IT Telecommunications) 5232001 (IT Communications) 1535000 (Data processing/Management Information System).

Fiscal Impact: \$75,000.00

Term of Contract: Nine (9) months (effective September 9, 2014 with one (1) remaining renewal term option).

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Prepared By: Trinise S White, DIT Legislative Analyst.

Contact Number: x67754



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

CONTRACTOR PERFORMANCE FORM

CONTRACTOR'S NAME AND ADDRESS: <i>AT & T</i> <i>2751 Buford Hwy</i> <i>Atlanta, GA 30324</i>	DATE: <i>5/7/2014</i>
	PURCHASE ORDER OR CONTRACT NO.: <i>1637891</i>
	P.O./C.N. DATE: <i>4/29/2011</i>
	DEPARTMENT/AGENCY: <i>DIT/Telecom</i>
	DIRECTOR'S SIGNATURE: <i>Noel Smith</i> <input checked="" type="checkbox"/>
WE HAVE THE FOLLOWING COMPLAINT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.)	
WE HAVE THE FOLLOWING POSITIVE COMMENT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.) <i>The contract was executed and operated as expected. We were pleased with their performance.</i> <i>Donna Williams</i>	
CONTRACTOR'S REPLY: (NOTE: FAILURE TO REPLY MAY RESULT IN REMOVAL FROM APPROVED VENDOR MAILING LIST.)	
DATE OF REPLY: _____	
CC: <input type="checkbox"/> END USER DEPARTMENT <input type="checkbox"/> DOP FILE	

Adam L. Smith
ADAM L. SMITH
CHIEF PROCUREMENT OFFICER

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)



CITY OF ATLANTA

SUITE G700A
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330 - 6110

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

Michael Dogan
Interim Chief Information Officer
Department of Information Technology

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Michael Dogan, Chief Information Officer
Department of Information Technology *MD*

RE: **AT&T**
Agreement Number 1637091, Renewal Option Number One (1)

DATE: July 11, 2014

DIT would like to renew Cooperative Purchasing Agreement Number 1637091 ("Agreement Number 1637091") with AT&T Corp., ("AT&T"), for long distance telephone service, effective September 09, 2014 for nine (9) months with one (1) remaining renewal term option, in an amount not to exceed \$75,000.00.

AT&T Corp ("AT&T") provides the City of Atlanta with long distance telephone service to perform the City's daily operation. The City entered into Cooperative Purchasing Agreement Number 1637091 ("Agreement Number 1637091") with AT&T for long distance telephone service, pursuant to Resolution 11-R-0749, adopted by City Council on May 16, 2011 and approved, as per City Charter Section 2-403, on May 25, 2011

Please prepare a renewal for Agreement Number 1637091 with AT&T for execution per the request of the Chief Information Officer.

Respectfully,

MD/tsw

cc: Mr. Keith Brooks, DCPO
Mr. Eugene Fuller, CO

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

	Contract ID: 1637091 AT&T MA Reference No. ABNCAIT 7280403A
---	---

AT&T BUSINESS NETWORK SERVICE
Pricing Schedule and Attachment A

Customer City of Atlanta Street Address 65 Trinity Ave SW City Atlanta State / Province GA Zip Code 30303 Country	AT&T AT&T Corp. or enter the International Affiliate Name	AT&T Sales Contact Name <input checked="" type="checkbox"/> Primary Contact Name Reva Walker Street Address 2751 BUFORD HIGHWAY City ATLANTA State / Province GA Zip Code 30324-0000 Country Telephone 404-983-5245 Fax Email rev774@att.com Sales/Branch Manager John R. Adams SCVP Name: Sales State: Sales Region:
Customer Contact (for notices) Name Michael Dogan Title Interim CIO Street Address 65 Trinity Ave SW City Atlanta State / Province GA Zip Code 30303 Country Telephone Fax Email	AT&T Contact (for notices) Street Address City State / Province Zip Code Country With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: maat@att.com	AT&T Solution Provider or Representative Information (if applicable) Name Company Name Street Address City State / Province Zip Code Country Telephone Fax Email Agent Code

This Pricing Schedule and Attachment A is part of the Agreement between AT&T and Customer referenced above.

Customer
(by its authorized representative)
 By: 
 Name: **Michael Dogan**
 Title: **Interim CIO**
 Date: **4/27/11**

AT&T
(by its authorized representative)
 By: 
 Name: **Cathy Jordan**
 Title: **Customer Contracts Specialist**
 Date: **04/29/2011**

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

1. SERVICES

Services	Service Publication Location
AT&T Business Network (ABN) Service • Voice/Access, including LD, Local and IntraState	http://new.serviceguide.att.com/portals/centralportal?_nfpb=true&pageLabel=abn_page

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term/Effective Dates

Pricing Schedule Term	Term Start Date and Effective Date of Rates and Discounts
2 years	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system

2.2 Term Expiration

Upon expiration of Pricing Schedule Term	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) if the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credits, if any, under this Pricing Schedule do not apply for the Extension Period.
--	--

3. MARC

MARC under this Pricing Schedule	YEAR 1	YEAR 2
	\$5,000	\$5,000

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local, IntraState, purchased under the ABN Service offer

Doc ID: ABN45976GCC_05/15/2010

AT&T and Customer Confidential Information
 Page 2 of 7

Updated: 01/25/08

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

5. DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance- Outbound	
Switched	
Loyalty	35%
Dedicated - Mobile Termination	33%
Calling Card	27%
Interstate Long Distance- Inbound	64%
Switched	
Loyalty	35%
Dedicated	33%
International	27%
Other Qualifying Service Category	71%
	33%

ABN Service Bandwidth Service/Access Channels Service Component/Capability	Discount%
T1 IOC Primary Rate Interface Office Functions	75%
T1 Access Channels	
Region 1 Access Channel	30%
Region 2 Access Channel	35%
Region 3 Access Channel	32%
Region 4 Access Channel	44%
Region 5 Access Channel	44%
Region 6 Access Channel	46%
Region 7 Access Channel	49%
All other components, excluding Access Coordination Function	100%

Additional Discount for intrastate total charges	
State	Discount
Georgia	10%

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

Doc ID: ABN45976CCO_05/15/2010

AT&T and Customer Confidential Information
 Page 3 of 7

Updated: 01/2010

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

Amount of Credit	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$2,400.00	3rd month	Until end of Pricing Schedule Term year in which credit is applied
This credit represents a one-time credit equal to the monthly recurring charge for Toll-Free MEGACOM and/or Toll-Free READYLINE Routing Arrangements without () charge.		

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
The Monthly Retaining Carrier Line Charges	Every Month	None
This waiver applies only to Customers who purchase AT&T Local Service and have a minimum of two lines under a single BTN		

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access	Every Month	None

6.4 Other Requirements

This Pricing Schedule is available only to Customer who:
 * During the first year commit to satisfy at least 50% of the total AT&T usage and charges under this Pricing Schedule with usage and charges for services not previously provided by AT&T.

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

7. Rates

7.1 ABN Domestic Dia/ Station Outbound/Inbound Calling

Call Type	Initial 30 Seconds or Fraction	Each Add'l Second or Fraction
OUTBOUND		
Switched	\$0.0360	\$0.0012
Loyalty	\$0.0300	\$0.0010
Dedicated-Mobile Terminating	\$0.0210	\$0.0007
INBOUND		
Switched	\$0.0360	\$0.0012
Loyalty	\$0.0300	\$0.0010
Dedicated	\$0.0210	\$0.0007

7.2 T1 Access Channels - only Access Channels furnished between the Customer Site and the designated AT&T POP for connection to an AT&T network service

T1 Access Channels Monthly Charges		
Mileage	Fixed	Per Mile
0	\$270.00	\$0.00
1-5	\$340.00	\$0.00
6-10	\$372.00	\$0.00
11-20	\$462.00	\$0.00
21-50	\$660.00	\$0.00
51+	\$500.00	\$6.50

AT&T Reference date: N/A

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only
 Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

ATTACHMENT A

1. IntraState Voice Rates: The following rates apply before the application of discounts as specified in Section 5 of the AT&T Business Network Service Pricing Schedule. These rates are filed in the AT&T Tariffs and will be effective with the implementation of the ABN contract. Rates are subject to change from time to time and in event of a conflict between the rates below and the AT&T Tariffs, the Tariffs prevail.

	InterLATA			Outbound/Inbound CPM*		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Alabama	\$0.0900	\$0.0720	\$0.0600	\$0.0900	\$0.0720	\$0.0600
Alaska	\$0.2200	\$0.1800	\$0.1500	\$0.2200	\$0.1800	\$0.1500
Arizona	\$0.1140	\$0.1020	\$0.0960	\$0.1140	\$0.1020	\$0.0960
Arkansas	\$0.1080	\$0.1080	\$0.1140	\$0.1140	\$0.1080	\$0.1080
California	\$0.0720	\$0.0800	\$0.0480	\$0.0720	\$0.0800	\$0.1140
Colorado	\$0.1280	\$0.0900	\$0.0960	\$0.1200	\$0.0960	\$0.0480
Connecticut	\$0.0660	\$0.0540	\$0.0420	\$0.0660	\$0.0540	\$0.0660
Delaware	\$0.0640	\$0.0660	\$0.0540	\$0.0640	\$0.0660	\$0.0420
District of Columbia	\$0.0780	\$0.0660	\$0.0540	\$0.0780	\$0.0660	\$0.0540
Florida	\$0.1000	\$0.0840	\$0.0540	\$0.1000	\$0.0840	\$0.0540
Georgia	\$0.1020	\$0.0840	\$0.0660	\$0.1000	\$0.0840	\$0.0660
Hawaii	\$0.1440	\$0.1320	\$0.0960	\$0.1440	\$0.1020	\$0.0960
Idaho	\$0.1620	\$0.1500	\$0.0900	\$0.1620	\$0.1500	\$0.0960
Illinois	\$0.0540	\$0.0480	\$0.0420	\$0.0540	\$0.0480	\$0.0500
Indiana	\$0.0540	\$0.0480	\$0.0420	\$0.0540	\$0.0480	\$0.0420
Iowa	\$0.1200	\$0.1080	\$0.0720	\$0.1200	\$0.1080	\$0.0920
Kansas	\$0.1080	\$0.0900	\$0.0780	\$0.1080	\$0.0900	\$0.0780
Kentucky	\$0.1140	\$0.0960	\$0.0840	\$0.1140	\$0.0960	\$0.0840
Louisiana	\$0.0900	\$0.0720	\$0.0540	\$0.0900	\$0.0720	\$0.0540
Maine	\$0.1080	\$0.0840	\$0.0660	\$0.1080	\$0.0840	\$0.0660
Maryland	\$0.1080	\$0.0780	\$0.0600	\$0.1080	\$0.0780	\$0.0600
Massachusetts	\$0.0840	\$0.0720	\$0.0600	\$0.0840	\$0.0720	\$0.0600
Michigan	\$0.0900	\$0.0540	\$0.0420	\$0.0900	\$0.0540	\$0.0420
Minnesota	\$0.1020	\$0.0900	\$0.0660	\$0.1020	\$0.0900	\$0.0660
Mississippi	\$0.0960	\$0.0840	\$0.0600	\$0.0960	\$0.0840	\$0.0600
Missouri	\$0.1800	\$0.1380	\$0.0960	\$0.1800	\$0.0940	\$0.0800
Montana	\$0.1800	\$0.1620	\$0.1020	\$0.1800	\$0.1380	\$0.0900
Nebraska	\$0.1280	\$0.1140	\$0.0780	\$0.1280	\$0.1020	\$0.1320
Nevada	\$0.1200	\$0.0960	\$0.0840	\$0.1200	\$0.1140	\$0.0780
New Hampshire	\$0.1560	\$0.1080	\$0.0780	\$0.1560	\$0.1080	\$0.0840
New Jersey	\$0.1020	\$0.0840	\$0.0720	\$0.1020	\$0.0840	\$0.0720

Doc ID: ABN45976GCO_05/15/2010

AT&T and Customer Confidential Information
 Page 6 of 7

Updated: 03/2008

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

Contract ID: 1637091

City of Atlanta
 The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before July 31, 2011.

For AT&T Administrative Use Only

Master Agreement No. _____

Pricing Schedule for AT&T Business Network Service

	Outbound/Inbound CPM*					
	Inter-LATA			Intra-LATA		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
New Mexico	\$0.2280	\$0.1560	\$0.1200	\$0.2200	\$0.1560	\$0.1200
New York	\$0.1280	\$0.1020	\$0.0780	\$0.1260	\$0.1080	\$0.0780
North Carolina	\$0.1380	\$0.1080	\$0.0900	\$0.1380	\$0.1080	\$0.0900
North Dakota	\$0.2160	\$0.1920	\$0.1200	\$0.2180	\$0.1920	\$0.1200
Ohio	\$0.0540	\$0.0480	\$0.0420	\$0.0540	\$0.0480	\$0.0420
Oklahoma	\$0.1140	\$0.0900	\$0.0720	\$0.1140	\$0.0900	\$0.0720
Oregon	\$0.0660	\$0.0540	\$0.0420	\$0.0660	\$0.0540	\$0.0420
Pennsylvania	\$0.1080	\$0.0900	\$0.0720	\$0.1080	\$0.0900	\$0.0720
Puerto Rico	\$0.0880	\$0.0540	\$0.0480	\$0.0880	\$0.0540	\$0.0480
Rhode Island	\$0.0840	\$0.0680	\$0.0480	\$0.0840	\$0.0680	\$0.0480
South Carolina	\$0.1140	\$0.1020	\$0.0900	\$0.1140	\$0.1020	\$0.0900
South Dakota	\$0.2520	\$0.1800	\$0.1260	\$0.2620	\$0.1800	\$0.1260
Tennessee	\$0.1080	\$0.0900	\$0.0720	\$0.1080	\$0.0900	\$0.0720
Texas	\$0.1140	\$0.0960	\$0.0780	\$0.1140	\$0.0960	\$0.0780
Utah	\$0.0780	\$0.0720	\$0.0480	\$0.0780	\$0.0720	\$0.0480
Vermont	\$0.1380	\$0.1020	\$0.0780	\$0.1380	\$0.1020	\$0.0780
Virginia	\$0.1440	\$0.1080	\$0.0840	\$0.1440	\$0.1080	\$0.0840
Washington	\$0.1320	\$0.0900	\$0.0660	\$0.1320	\$0.0900	\$0.0660
West Virginia	\$0.1000	\$0.1140	\$0.0540	\$0.1500	\$0.1140	\$0.0840
Wisconsin	\$0.0960	\$0.0840	\$0.0540	\$0.0960	\$0.0840	\$0.0540
Wyoming	\$0.0900	\$0.0780	\$0.0600	\$0.0900	\$0.0780	\$0.0600

*Billed in increments of 30 Second Initial Period or Fraction. Each Additional Second or Fraction. Rates displayed are list rates per the Tariff.

Doc ID: ABA45876GCO_05/16/2010

AT&T and Customer Confidential Information
 Page 7 of 7

Updated: 05/20/08

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

20110429-0384



AT&T MA Reference No: ABRNCR17-220401A

AGREEMENT

Customer City of Atlanta Street Address: 55 Trinity Ave SW City: Atlanta State/Province: GA Zip Code: 30303 Country:	AT&T AT&T Corp.
Customer Contact (for notices) Name: Title: Street Address: 55 Trinity Ave SW City: Atlanta State/Province: GA Zip Code: 30303 Country: Telephone: Fax: Email:	AT&T Contact (for notices) Street Address: <u>2751 Buford Highway</u> City: <u>ATLANTA</u> State/Province: <u>GA</u> Zip Code: <u>30324</u> Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07821-0752 ATTN: Master Agreement Support Team Email: <u>mas@att.com</u>
Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <u>[Signature]</u> Name: <u>Michael D. Ogar</u> Title: <u>Interim CEO</u> Date: <u>4/27/11</u>	By: <u>[Signature]</u> Name: <u>Cathy Jordan</u> Title: <u>Customer Contracts Specialist</u> Date: <u>04/29/2011</u>

This Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T"), is effective when signed by both parties, and continues as long as Services are provided under this Agreement.

The terms and conditions of the services and equipment that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents: (i) Tariffs, Guidebooks and Service Guides found at atl.com/service/publications; (ii) Pricing Schedules or other attachments now or later attached to this Agreement; and (iii) the Acceptable Use Policy ("AUP") found at atl.com/aup. AT&T may revise Tariffs, Guidebooks, Service Guides, or the AUP (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: Pricing Schedules; this Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will have their respective Affiliates comply with this Agreement. An "Affiliate" of a party is an entity that controls, is controlled by, or is under common control with such party.

Services: AT&T will either provide or arrange to have its Affiliate provide Services to Customer under this Agreement, subject to availability and operational limitations of systems, facilities and

equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services to third parties (excluding Customer's Affiliates) without AT&T's written consent. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement, and Customer is responsible for their use of any Services, unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet, Customer, its Affiliates, and Users will comply with the AUP.

Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/Utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous

msa_us_ver_1.001

AT&T and Customer Confidential Information
Page 1 of 3

MSA USA VER 1 07/14/2009

CRM ID MS

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

AT&T Equipment: Services may include use of certain equipment owned by AT&T that is located at the address in a Pricing Schedule ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage (other than ordinary wear and tear) to AT&T Equipment.

Prices, Pricing Schedule Term, and Taxes: Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

Prices in the Pricing Schedules are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

Billing, Payments, Deposits and MARC: Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 60 months after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). AT&T may charge a late fee for overdue payments: (i) for Services contained in a Tariff or Guidebook, at the rate specified therein; or (ii) for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus (iii) all costs (including attorney fees) of collecting delinquent or dishonored payments. AT&T may require Customer to establish a deposit as a condition of providing Services. Customer authorizes AT&T to investigate Customer's credit and share information about Customer with credit reporting agencies. If the Pricing Schedule includes a MARC, and Customer's annual MARC-Eligible charges (after deducting discounts and credits (other than outage or SLA credits) are less than the MARC in any period, Customer will be billed for the shortfall, and payment will be due 30 days after the invoice date.

Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend a Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service for material breach by AT&T, and AT&T may terminate or suspend (and later terminate) an affected Service for material breach by Customer. If such breach is not cured within 30 days of notice, if Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, then AT&T may suspend or terminate the affected Service. AT&T has the right, however, to suspend or terminate the

applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and (unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally withdraws the Service or Service Component for similarly-situated customers.

If Customer terminates a Service prior to the date Customer's obligation to pay for Services begins, Customer will reimburse AT&T for time and materials, including any third party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service for Customer's convenience, or AT&T terminates a Service for any of the reasons specified in the first paragraph of this Section, Customer must pay all applicable termination charges: (i) if termination occurs before the end of the Minimum Payment Period (the minimum period specified in Pricing Schedules for which Customer is required to pay recurring charges for the Service), Customer must pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any charges related to a failure to satisfy a Minimum Retention Period), plus any third-party charges incurred by AT&T due to the termination, all of which will be, if applicable, applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term, after applying amounts received pursuant to (i). The termination charge set forth in (i) above will not apply if a terminated Service is replaced with an upgraded Service at the same location, but only if (a) the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service, and (b) the upgrade is not restricted in the Service Publication. In addition, Customer may terminate a Service without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized rates, charges required by governmental authority, or changes in additional charges such as surcharges or taxes.

Disclaimer of Warranties and Liability: AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

eCRM ID *MD*

BEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). OR WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA, OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH HEREIN); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED TRANSMISSIONS, OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

Limitation of Liability: AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO: (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE; OR (ii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER THE "THIRD PARTY CLAIMS" PARAGRAPH.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Third Party Claims: AT&T agrees at its expense to defend or settle any claim against Customer, its Affiliates, and its and their employees and directors, and to pay all compensatory damages finally awarded against such parties where the claim alleges that a Service infringes any patent, trademark, copyright, or trade secret, except where the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties, or combinations of the Service with any services or products not provided by AT&T; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing, or failing that to terminate the Service without further liability to Customer.

Customer agrees at its expense to defend or settle any claim against AT&T, its Affiliates, and its and their employees, directors,

subcontractors, and suppliers, and to pay all compensatory damages finally awarded against such parties where: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions under (i)-(iv) above; or (ii) the claim alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided with the Services.

Export Control: Customer, not AT&T, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

ARBITRATION: ALL CLAIMS OR DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT) AND ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS NULL AND VOID.

General Provisions: This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. Regulated Services will be governed by the law and regulations applied by the regulatory commission having jurisdiction over the Services. Otherwise, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control. Any notice required or permitted under this Agreement must be in writing and addressed to the parties at the address set forth above. This Agreement constitutes the entire agreement between the parties concerning the Services provided under this Agreement and supersedes all other written or oral agreements. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions, or purchase order forms.

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

(Do Not Write Above This Line) **11-R-0749**

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING FULTON COUNTY CONTRACT NUMBER 07TRSS021R-9R FOR LONG DISTANCE TELEPHONE SERVICE WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T GEORGIA FOR A TERM OF THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY UNDER A BLANKET PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO GENTS (\$300,000.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1002(GENERAL FUND) 090209 (IT TELECOMMUNICATIONS) 5232001 (IT COMMUNICATIONS) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred
 Referred To
 Date Referred
 Referred To
 Date Referred
 Referred To

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee *Finance*
 Date *5-11-11*
 Chair *William*
 Action *Refer*
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

Refer To _____

Second Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side)
 Other _____

ADOPTED BY

MAY 16 2011

COUNCIL

FINAL COUNCIL ACTION

2nd Reading
 1st & 2nd Readings
 3rd Reading
 Consent
 V Vote
 RC Vote

CERTIFIED
 MAY 16 2011
 ACTING CLERK

CERTIFIED
 MAY 16 2011
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

MAY 25 2011

WITHOUT SIGNATURE BY OPERATION OF LAW

ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	05-16-11 ITEMS ADVERSED ON CONSENT
1. 11-O-0615 2. 11-O-0637 3. 11-O-0639 4. 11-O-0642 5. 11-O-0616 6. 11-O-0682 7. 11-O-0684 8. 11-R-0744 9. 11-R-0776 10. 11-R-0770 11. 11-R-0781 12. 11-R-0678 13. 11-R-0738 14. 11-R-0757 15. 11-R-0758 16. 11-R-0759 17. 11-R-0760 18. 11-R-0761 19. 11-R-0762 20. 11-R-0763 21. 11-R-0764 22. 11-R-0644 23. 11-R-0648 24. 11-R-0749 25. 11-R-0750 26. 11-R-0753 27. 11-R-0754 28. 11-R-0755 29. 11-R-0756 30. 11-R-0712 31. 11-R-0713 32. 11-R-0714 33. 11-R-0715 34. 11-R-0716 35. 11-R-0717 36. 11-R-0718 37. 11-R-0719	38. 11-R-0720 39. 11-R-0721 40. 11-R-0722 41. 11-R-0723 42. 11-R-0724 43. 11-R-0725 44. 11-R-0726 45. 11-R-0727 46. 11-R-0728	47. 11-R-0729 48. 11-R-0730 49. 11-R-0731 50. 11-R-0732 51. 11-R-0733 52. 11-R-0734 53. 11-R-0735 54. 11-R-0736 56. 11-R-0737

Legislative Summary

Committee of Purview

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP , PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07ITB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: August 18, 2014

Contract Type: Renewal No. 1

Source Selection: Cooperative Purchasing Agreement

Proposals Due: N/A

Invitations Issued: N/A

Proposals Received: N/A

Background:

AT&T Corp (“AT&T”) provides the City of Atlanta with long distance telephone service to perform the City’s daily operation. the City entered into Cooperative Purchasing Agreement Number 1637091 (“**Agreement Number 1637091**”) with AT&T for long distance telephone service, pursuant to Resolution 11-R-0749, adopted by City Council on May 16, 2011 and approved, as per City Charter Section 2-403, on May 25, 2011

Agreement Number 1637091 was set to expire June 11, 2014 with two (2) remaining renewal term options but the authorizing legislation for the current renewal term was not submitted during earlier legislative cycles due to delayed processing.

Pursuant to Atlanta City Code Section 2-1206, the City presented AT&T with a ninety (90) day term extension prior to the expiration of Agreement Number 1637091, in an amount not to exceed Twenty Five Thousand Dollars, and Zero Cents (\$25,000.00), resulting in a new agreement expiration date of September 08, 2014.

DOP Legislative Summary

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

The Chief Information Officer and the Chief Procurement Officer recommend exercising Renewal Term Option Number one (1) of Agreement Number 1637091 with AT&T, as authorized in Resolution 11-R-0749, effective September 09, 2014 for nine (9) months with one (1) remaining renewal term option; all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“**FDOA**”) numbers listed below.

Fund Account Center: 1001 (General Fund) 050209 (IT Telecommunications) 5232001 (IT Communications) 1535000 (Data processing/Management Information System).

Fiscal Impact (if any): \$75,000.00

Term of Contract: Shall be for a term of nine (9) months; with one (1) remaining renewal option.

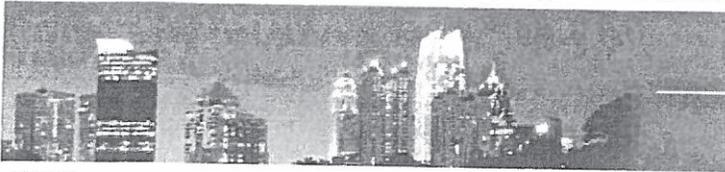
Method of Cost Recovery: N/A

Approvals:
DOF:
DOL: Approved

Prepared By: Eugene F. Fuller, Jr., Esq., Contracting Officer
(404) 865-8709

Contract Number: Cooperative Agreement No: 1637091

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)



[Home](#)

AT&T CORP. Control Number: J050632

[Main](#) [Reports](#) [Officers](#) [Filing History](#)

Entity Info

Entity Id 603370

Key Indicators

Model Type Corporation

Locale Foreign

Qualifier For-Profit

Business Name AT&T CORP.

Registration Date 4/17/1980

Entity Status Active/Compliance

Entity Status Date 2/28/2014

Foreign Name

Date of Organization

State New York

Country

Principal Office Address

PRINCIPAL

Line1 ONE AT&T WAY

Line2

City BEDMINSTER **State** New Jersey **Zip** 07921

Agent

Is non-commercial Registered Agent? Yes

Name C T CORPORATION SYSTEM

Address

Line1 1201 Peachtree Street, NE

Line2

City Atlanta **State** Georgia **Zip** 30361

Email

Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
No Miscellaneous Filings were found.							

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

[Return to Home](#)

Attachment: AT&T Legislative packet (14-R-3981 : Resolution to exercise Agreement #1637091 with AT&T)

(Do Not Write Above This Line)

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXERCISE RENEWAL TERM OPTION NUMBER ONE (1) FOR COOPERATIVE PURCHASING AGREEMENT NUMBER 1637091 WITH AT&T CORP., PURSUANT TO ARTICLE X, SECTION 2-1601 ET SEQ. OF THE ATLANTA CITY CODE OF ORDINANCES, CONTRACT NUMBER 07TB55001YB-BR FOR LONG DISTANCE TELEPHONE SERVICE ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND DOLLARS, AND ZERO CENTS (\$75,000.00), EFFECTIVE SEPTEMBER 09, 2014 FOR NINE (9) MONTHS WITH ONE (1) REMAINING RENEWAL TERM OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED

MAYOR'S ACTION