

AGENDA ITEM 27

Discuss and take appropriate action on contract with Premiere Network Services for the County's telephone service.

ITS Director Jay Schade addressed the court, stating that Premiere Network Services will be giving the County a 35% discount from standard telephone company rates, and will work with ITS to save the County money in other areas of service.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the contract with Premiere Network Services for the County's telephone service.

Vote: 4 - 0

< Attachment >

MASTER SERVICES AGREEMENT
between
PREMIERE NETWORK SERVICES, INC.
and
WILLIAMSON COUNTY

THIS CONTRACT CONTAINS A MANDATORY ARBITRATION CLAUSE

SERVICES AGREEMENT

THIS AGREEMENT, dated as of _____ (the "Effective Date"), is by and between Premiere Network Services, Inc., a Texas corporation ("Premiere") and Williamson County ("Williamson County").

Based on the mutual covenants and agreements contained in this agreement, and the good and valuable consideration that is exchanged, the Parties agree as follows:

I. AGREEMENT AND TERM

- I.1. Agreement. Premiere agrees to arrange and furnish to Williamson County local exchange telephone service at a discount from the incumbent local exchange carrier, and Williamson County agrees to purchase such service for the term of this Agreement. In addition, the Parties may supply optional services to each other, as provided below.
- I.2. Term. The term of this Agreement will commence on the Effective Date, and, unless extended or earlier terminated in accordance with the provisions of this Agreement, will end on the third (3rd) year anniversary of the Effective Date.

II. PREMIERE RESPONSIBILITIES

- II.1. Premiere Basic Responsibilities. For the term of this Agreement, Premiere will perform the following services for Williamson County:
 - II.1.1 Analyze Williamson County current bills from Texas Incumbent Local Exchange Companies ("ILECs"), to determine all services, features and elements ("Current Services") that Williamson County is currently obtaining from such ILECs.
 - II.1.2 Order from such ILECs the same Current Services, and supply such services at the discount calculated in Appendix A. Premiere may provide Current Services through the use of unbundled network elements, colocated equipment, or other interconnection methodologies, provided that:

- II.1.2.1 The price to Williamson County never exceeds the discounted price of Current Services calculated in accordance with Appendix A;
- II.1.2.2 Williamson County is not required to change any existing telephone number without its consent;
- II.1.2.3 There is no degradation of service quality or loss of any features or functions; and
- II.1.2.4 Disconnections and suspensions of service are kept to a minimum and are scheduled in coordination with Williamson County.
- II.1.3 Order such changes to Services as may occur on a routine basis, e.g. additional lines or ordinary routing changes.
- II.1.4 Provide maintenance and repair service for Services, on a timely basis, utilizing Premiere staff, qualified contract labor or the ILEC repair and maintenance crews.
- II.1.5 Invoice Williamson County on a monthly basis for Services, in a format to be mutually agreed to between the Parties.
- II.1.6 Respond to any complaints by Williamson County relating to service or billing within two (2) business days from receipt of the complaint.
- II.1.7 Perform such legal and regulatory activities as may be necessary to implement and maintain this Agreement.

III. FEES, CHARGES, DISCOUNTS AND PAYMENTS

- III.1. Compensation for Services. All compensation for services rendered by either Party to the other Party will be in accordance with this Agreement, including Attachment A.
- III.2. Minimum. Williamson County shall pay Premiere a minimum billing amount of Twelve Thousand Dollars (\$12,000) per month for the Term of this Agreement. No offsets or adjustments will be made to this minimum billing amount.
- III.3. Fees and Charges. Williamson County will pay all fees and charges imposed by the ILEC on its account on a pass-through basis. If any non-recurring fee or charge is imposed by an ILEC on Premiere in order to provide service to Williamson County, Williamson County will pay such fee or charge promptly upon notification by Premiere.
- III.4. Taxes. With respect to any purchase of services, if any tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such tax; (ii) the purchasing

party shall remit such tax to the providing party; and (iii) the providing party shall remit such collected tax to the applicable taxing authority.

III.5. Calculation of Services Discount. Discounts to Williamson County from Premiere are established by the Texas Public Utility Commission (PUC) or applicable regulatory authority. Discounts for special construction (e.g. "smart builds") or Unbundled Network Element (UNE) configurations will be negotiated on an individual case basis.

III.5.1 The ILEC contract rate may decrease due to court action, regulatory rulings, legislative action or unilateral determination by the ILEC. In the event of such a decrease, Premiere shall give notice to Williamson County and the Parties shall negotiate a discount rate based on the new contract rate. If the contract rate is decreased to a level that Premiere cannot earn a reasonable return, in Premiere's sole determination and discretion, Premiere shall give Williamson County thirty day's notice of termination of service. In the event of such termination, Premiere will use its best efforts to transfer Williamson County networks and telephone services to the ILEC or such other carrier as Williamson County may designate. Such termination of service shall not be deemed to be a breach of this Agreement. In the event of such a termination, all obligations of both Parties shall terminate, except for the provisions of Sections 6.3 and 7.4 of this Agreement.

III.6. Invoice and Time of Payment. Any sum due Premiere hereunder for which a time for payment is not otherwise specified will be due and payable within thirty (30) days after receipts by Williamson County of an invoice from Premiere. Any late payment penalties imposed upon Premiere by an ILEC as a result of any delay in payment by Williamson County shall be passed through to Williamson County in accordance with Section 3.3 of this Agreement, and Premiere may assess a penalty of up to five percent (5%) of the outstanding balance of any past-due Williamson County bill.

IV. WILLIAMSON COUNTY SYSTEM RESPONSIBILITIES

IV.1. Williamson County Basic Responsibilities. Williamson County shall have the following basic responsibilities for the Term of this Agreement:

IV.1.1 Payment of all invoices rendered by Premiere in a prompt and timely manner, including prepayment of any fees and charges as described in Section 3.3 of this Agreement.

IV.1.2 Reasonable cooperation with Premiere in working with the ILECs, including submitting such orders and signing such letters of agency as may be necessary for Premiere to provide service to Williamson County.

IV.1.3 Reasonable cooperation with Premiere, as applicable, and upon written request from Premiere, in working with the Public Utility Commission of

Texas or any other state or federal regulatory body, in order to respond to reports, requests for information or complaints.

V. DATA AND AUDIT RIGHTS

V.1. **Confidentiality.** Except as otherwise provided herein, the Parties each agree that all Proprietary Information of the other will be and will be deemed to have been received in strict confidence, will be used only for purposes of this Agreement, will remain the exclusive property of the other, and each will use at least the same means to protect such information as it uses to protect its own confidential information. No such information, including without limitation the terms of this Agreement, shall be disclosed by the recipient party, its agents, representatives or employees without the prior written consent of the other party.

V.1.1 The foregoing shall not prevent either Party from disclosing information which belongs to such Party or is:

- V.1.1.1 already known by the recipient party without an obligation of confidentiality;
- V.1.1.2 publicly known or becomes publicly known through no unauthorized act of the recipient party;
- V.1.1.3 rightfully received from a third party;
- V.1.1.4 independently developed by the recipient party without use of the other party's confidential information;
- V.1.1.5 disclosed without similar restrictions to a third party by the party owning the confidential information;
- V.1.1.6 approved by the other party for disclosure;
- V.1.1.7 required to be disclosed in connection with the conduct of any arbitration proceeding carried out pursuant to Section 7.4; or
- V.1.1.8 required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party, where practicable, provides the other party with notice of such requirement prior to any such disclosure.

V.1.2 The provisions of this Section will survive termination of this Agreement for any reason.

VI. MEDIATION AND ARBITRATION

- VI.1. Negotiation. The parties to this Agreement encourage the prompt and equitable settlement of all controversies or claims (a "dispute") between or among the Parties including but not limited to those arising out of or relating to this Agreement or any related agreements or instruments including any claim based on or arising from an alleged tort. The Parties agree to negotiate their differences directly and in good faith for a period of no less than thirty (30) days after receiving written notification of the existence of a dispute.
- VI.2. Mediation. If the dispute is not resolved within thirty days after written notification of the existence of a dispute, the Parties agree to submit their dispute to a licensed attorney that is an experienced mediator and is located in Dallas, Dallas County, Texas to work with them to resolve their differences. The Parties hereto agree that at any time a dispute is to be mediated under this Agreement, the Parties will either agree upon a mediator to mediate the dispute or pick one in a blind drawing from a list of names of experienced mediators compiled by each Party submitting three such names, and the mediator whose name is drawn will mediate the dispute. The Parties shall notify the selected mediator in writing of the existence of a dispute and the selected mediator shall have fifteen (15) days from receipt of the notification to meet with the Parties in an effort to help them resolve the dispute, unless the Parties mutually consent to an extension of such deadline. If the originally selected mediator is unable or unwilling to begin or continue to act as the selected mediator, or if the Parties mutually agree to replace the originally or any subsequently selected mediator, a successor mediator shall be selected by mutual agreement in the manner set forth above or, if the Parties agree, by another method. If the Parties are unable to agree on a successor mediator, the chief judge of the federal district courts for the district of Texas in which Dallas County is located shall select a mediator who may be rejected by the Parties only for bias.
- VI.3. Rules of Mediation. The mediation shall be conducted pursuant to the rules generally used by the mediator in the mediator's practice, subject to the following:
- VI.3.1 The mediator shall act as an advocate for resolution and shall use his or her best efforts to assist the Parties in reaching a mutually acceptable settlement. The mediator may suggest ways of resolving the dispute, but may not impose his or her own judgment on the issues or that of the Parties. The mediator shall not have the authority to decide any issue for the Parties, but will attempt to facilitate the voluntary resolution of the dispute by the Parties.
- VI.3.2 Each Party participating in the mediation shall have authority to settle, and all persons necessary to the decision to settle shall be present during the entire mediation session or sessions.
- VI.3.3 The mediation shall take place at a time and convenient location agreeable to the mediator and the Parties, as the mediator shall determine.

- VI.3.4 Mediation sessions shall be private, and only the Parties and their representatives may attend the mediation sessions. Other persons may attend the mediation sessions only with the written permission of the Parties and with the consent of the mediator.
- VI.3.5 There shall be no stenographic record of the mediation process, and no person shall tape record any portion of the mediation sessions.
- VI.3.6 No subpoenas, summons, complaints, citations, writs, or other process may be served at or away from the site of any mediation session upon any person who then is entering, on the way to, in attendance at or leaving the session.
- VI.3.7 The Parties shall participate in the mediation proceeding in good faith with the intention to settle, if at all possible.
- VI.3.8 Unless otherwise agreed by the Parties, no later than three (3) business days prior to the mediation, each Party shall deliver to the mediator all information reasonably required for the mediator to understand the issues presented and a confidential memorandum (not to exceed five pages with normal type size and margins) setting forth the following:
- VI.3.8.1 Identification of the matters in dispute;
 - VI.3.8.2 Concise statement of points (factual, legal, practical) that each Party believes enhances its chance of achieving a favorable outcome of the dispute; and
 - VI.3.8.3 History of settlement discussions and outstanding offers of settlement.
- VI.3.9 The mediator shall not be a necessary or proper Party in judicial proceedings relating to the mediation. Neither the mediator, the firm employing the mediator, nor the organization providing the mediator shall be liable to any Party for any acts or omission in connection with any mediation conducted pursuant to this Section 7.
- VI.3.10 The mediation is a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and is an alternative dispute resolution procedure subject to Section 154.073 of the Texas Civil Practice & Remedies Code. The entire procedure is confidential. All conduct, statements, promises, offers, views, and opinions, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, or other representatives and by the mediator, who is the Parties' joint agent for purposes of these compromise negotiations, are confidential and shall, in addition where appropriate, be deemed to be work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be discoverable

or admissible for any purposes, including impeachment, in any litigation or other proceedings involving the Parties and shall not be disclosed to anyone not an agent, employee, expert, or other representative for any of the Parties. Evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation. Confidential information disclosed to the mediator by the Parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify with regard to the mediation in any adversary proceeding or judicial forum.

VI.3.11 The Parties shall bear their respective costs incurred in connection with the mediation described in this Article VII, except that the Parties shall share equally the fees and expenses of the mediator, the costs of obtaining the facility for the mediation, and the fees and expenses of any experts employed at the request of the mediator.

VI.3.12 The mediation shall be terminated upon the first to occur of the following:

VI.3.12.1 By the execution of a settlement agreement resolving the dispute by the Parties;

VI.3.12.2 By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

VI.3.12.3 After the completion of two full days of mediation sessions, by written declaration of a Party or Parties to the effect that mediation proceedings are terminated.

VI.4. Arbitration In the event that such dispute is not resolved through mediation as described above, then the Parties agree that such dispute shall be determined by binding arbitration in Austin, Texas in accordance with the Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Article VII.. Judgment upon the award rendered in such arbitration proceeding may be entered in any court having jurisdiction. This section shall apply only if, at the time of proposed submission to AAA, the Parties have first tried to resolve such dispute through a non-binding mediation as provided above or have mutually agreed in writing to waive the right to resolve such dispute through mediation.

VI.4.1 The arbitrators shall allow such discovery as is appropriate to the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes. The arbitrators shall reference the rules of evidence of the Federal Rules of Civil Procedure then in effect in setting the direction of such discovery.

- VI.4.2 The award shall be final and binding on the parties, and judgment on the award may be entered in and enforced by any court of competent jurisdiction.
- VI.4.3 Other than any action necessary to enforce the award of the arbitrators, the parties agree the provisions of this Section 7.4 are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal which is required by this Section 7.4 to be submitted to arbitration. Nothing in this Section 7.4 prevents the parties from exercising their rights to terminate this Agreement as specified herein. The provisions of this Section 7.4 will survive termination of this Agreement.
- VI.5. Continuation of Services. During the pendency of any mediation or arbitration proceeding instituted in accordance with the Article VII, each Party shall continue to perform its obligations hereunder until this Agreement is terminated in accordance with its terms.

VII. TERMINATION

- VII.1. Termination for Cause. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder (other than a payment obligation), which default shall not be substantially cured within thirty days after written notice is given to the defaulting party specifying the default, or, with respect to any default which cannot reasonably be cured within thirty days, if the defaulting party fails to proceed within thirty days to commence curing said default and thereafter to proceed with all due diligence to substantially cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement forthwith.
- VII.2. Termination for Nonpayment. In the event that either party defaults in the payment when due of any amount due to the other hereunder and does not cure such default within thirty days after being given written notice of such default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination.
- VII.3. Termination for Insolvency. In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination.
- VII.4. Rights upon Termination. In connection with the termination of this Agreement pursuant to Sections 8.1 through 8.3 hereof or the Expiration Date, Premiere will, if

requested by Williamson County in writing thirty days prior to the Expiration Date or the termination date, provide reasonable assistance to Williamson County in order to enable Williamson County to resume using the ILEC or such other local exchange carrier as Williamson County may designate. To the extent such services require resources beyond those otherwise then being provided by Premiere hereunder, all such services shall be constituted and be performed as additional services pursuant to the provisions of Article X hereof.

VIII. INDEMNITIES AND LIABILITY

- VIII.1. Cross Indemnity. Williamson County and Premiere each agree to indemnify, defend and hold harmless the other from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (excluding claims by one party against the other), (collectively, "Losses") arising out of (i) the death or bodily injury of any agent, employee, customer, business invitee or business visitor of the indemnitor, or (ii) the damage, loss or destruction of any property of the indemnitor.
- VIII.2. Intellectual Property Indemnity. Williamson County and Premiere each agree to indemnify, defend and hold harmless the other from any and all Losses, arising out of any claims of infringement of any United States letters patent, or a trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state alleged to have occurred because of systems provided by indemnitor. Williamson County and Premiere each agree to give the other prompt written notice of any action, claim or threat of an infringement suit, either oral or written or the commencement of any infringement suit against Williamson County or Premiere relating to the work performed hereunder by the other.
- VIII.3. Tax Indemnity. Premiere shall indemnify, defend and hold harmless Williamson County from any and all Losses, arising out of any tax, penalties, interest, additions to tax, surcharge or other charges payable by Williamson County as a result of (i) the delay or failure of Premiere, for any reason, to pay any taxes or to timely file any return or other information as required by law or this Agreement, (ii) Williamson County's compliance with this Agreement or with any determination, direction or advice of Premiere, or (iii) Williamson County's use, in accordance with this Agreement, of information provided by Premiere.
- VIII.4. Indemnity Procedures. No party shall be obligated to indemnify the other pursuant to this Article IX unless the party claiming indemnification notifies the other promptly of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other full opportunity to control the response thereto and the full defense thereof, including without limitation any agreement relating to the settlement thereof.
- VIII.5. Definition of Liability. In the event one Party shall be liable to the other Party on account of performance or nonperformance of its obligations hereunder, whether

arising by negligence, intended conduct, or otherwise, (i) the amount of damages recoverable against the liable Party for all events, acts or omissions shall not exceed in the aggregate the total service charges for the three months immediately prior to the month in with the performance or nonperformance causing the liability first occurred, and (ii) the measure of damages shall not include any amounts for consequential or punitive damages of any party, including third parties. In connection with the conduct of any litigation with third parties relating to any liability of Williamson County to Premiere or to such third parties, Williamson County shall have all rights (including the right to accept or reject settlement offers with the consent of Premiere and to participate in such litigation) which are appropriate to its potential responsibilities or liabilities.

VIII.6. Acknowledgement. The parties acknowledge that each of the provisions of this Agreement were negotiated and expressly bargained for, that the terms of this Agreement, including the charges for Williamson County's services, were based in part on the limitations contained in this Article IX and that each party fully understands and accepts the obligations and limitations described in this Agreement.

IX. MISCELLANEOUS

IX.1. Notices. Wherever under this Agreement one party is required or permitted to give written notice to the other, such notice shall be deemed given on the third day after it is mailed, postage prepaid or sent via fax or air courier and addressed to the applicable party as follows:

In the case of Williamson County:

Williamson County
 [REDACTED] Bill Bingham
 405 MLK St.
 Georgetown, TX 78626

With a copy to:

Williamson County – County Atty.
 ATT: General Legal Counsel
 405 MLK St.
 Georgetown, TX 78626

In the case of Premiere:

Premiere Network Services, Inc..
 1510 N. Hampton, Suite 120
 DeSoto, Texas 75115
 Attention: Chief Executive Officer

with a copy to:

Clark, Thomas & Winters
A Professional Corporation
P.O. Box 1148
Austin, Texas 78767
Attn: Counsel, Premiere Network Services, Inc.

- IX.1.1 Any writing which may be mailed pursuant to the foregoing may also be delivered by hand or transmitted by fax, or air courier, and shall be effective when received by the addressee. Either party may from time to time specify any other address for purposes of this Agreement upon giving ten days written notice thereof to the other party.
- IX.2. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- IX.3. Headings. The article and section headings and the table of contents used herein and in the schedules hereto are for reference and convenience only and shall not enter into the interpretation hereof.
- IX.4. Relationship of Parties. Each Party, in furnishing services to the other Party hereunder, is acting only as an independent contractor and, except as expressly provided herein, not the agent of the other Party, and does not undertake by this Agreement or otherwise to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the other Party's business or operations. Each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by that Party hereunder unless otherwise provided herein.
- IX.5. Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.
- IX.6. Hiring of Employees. Except with respect to a general solicitation of employment made to the public, neither party nor any of its affiliates shall during the term of this Agreement and for one (1) year thereafter directly solicit for employment any person employed then by the other party or any affiliate of such other party without the prior written consent of such other party.
- IX.7. Force Majeure. Each party shall be excused from performance hereunder for any period, and to the extent, that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an act of God, government agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the acts or omissions of common carriers, interexchange carriers, LECs, suppliers or subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be

a default hereunder or a ground for termination hereof. Both parties retain all rights of recourse against any third parties for any failure which may create a force majeure condition for the other party.

- IX.8. Severability. If any term or provision (other than a term or provision relating to any payment obligation) of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.
- IX.9. Waiver and Remedies. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. Except as otherwise expressly provided for in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.
- IX.10. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of an award or to seek injunctive relief, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- IX.11. Media Releases. All media releases, public announcements and public disclosures by Premiere or Williamson County or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional or marketing material (but not including any announcement intended solely for internal distribution at Premiere or Williamson County, as applicable, or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of Premiere or Williamson County, as applicable) shall be coordinated with and approved by Premiere and Williamson County prior to the release thereof.
- IX.12. No Third Party Beneficiary. Nothing in this Agreement may be relied upon or shall benefit any party other than the parties hereto.
- IX.13. Compliance with Laws. In performing its obligations under this Agreement, neither Premiere nor Williamson County shall be required to undertake any activity which would conflict with and each shall be in compliance with the requirements of any applicable tariff or any applicable law, ordinance or regulation of the United States or any state, county or other governmental entity.
- IX.14. Entire Agreement. This Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, understandings or agreements relating to this Agreement which are not fully

expressed herein. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

IX.15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws, other than choice of law rules, of the State of Texas.

IN WITNESS HEREOF, Williamson County and Premiere have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the Effective Date.

Williamson County

Premiere Network Services, Inc.

By: John C. Doerfler 11-19-02

By: _____

Name John C. Doerfler

Name: _____

Title County Judge

Title: _____

Appendix "A"**Extension of Service Contract between
Williamson County and Premiere Network Services Inc.**

THIS AGREEMENT as of _____ (the "Effective Date"), is by and between Premiere Network Services, Inc., a Texas corporation ("Premiere") having offices at 1510 N. Hampton Rd., Suite 120 in DeSoto, Texas 75115 and Williamson County ("Customer") having offices at 405 Rock Street in Georgetown, Texas.

1. Customer agrees to a three-year commitment with Premiere contingent upon annual approval by the Commissioner's Court.
 2. Customer agrees to provide as much as is cost effective of its local telecom services to Premiere that is under the control and authority of the Williamson County IT Department.
 3. If Customer cancels service before agreed term, Customer shall pay the total of any installation charges that were waived or discounted, as well as 75% of the remaining payments left on the commitment.
 4. All fees are described in this Appendix A.
 5. Premiere will discount Customer's local services by an additional 5% effective with the signing of this extension, for a total of 35% off the applicable Bell/Verizon rate.
 6. Premiere will apply an additional 5% discount to the percentage in #4 above to any installation/conversion charges. After these charges are retired, Customer's discount will rise to 40%.
 7. Installation/conversion charges shall in no case exceed the tariff retail charges for the Incumbent Local Exchange Carrier (ILEC) providing service in that area.
 8. This Appendix supercedes the original appendix dated August 1999.
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Appendix "B"**Abbreviated List of Services**

This agreement applies to all tariffed services to which Premiere's resale discount applies. A representative sample is included in this appendix.

LOCAL EXCHANGE SERVICES

Standard Business Lines
Standard Residence Lines
Business-Multi-Line Hunting
Measured Business Lines
Customer Operated Pay Telephone (COPT)

EXPANDED LOCAL CALLING

Optional Extended Metro Service (EMS)
Mandatory Extended Metro Service (EMS)
Optional Extended Area Calling Service (ESMU)
Mandatory Extended Area Calling Service (ESMU)
Mandatory ESMU – Hotel/Motel Measured Trunk
Mandatory ESMU – Multi-Line Hunting
Optional Measured ESMU
Mandatory ESMU – PBX Trunk
Anonymous Call Rejection
Auto Redial, Auto Redial – Usage Sensitive
Call Blocker
Call Forwarding, Call Forwarding – Busy Line
Call Forwarding – Busy Line / Don't Answer
Call Forwarding – Don't Answer
Call Return, Call Return – Usage Sensitive
Call Trace
Call Waiting
Calling Name, Calling Number
Personalized Ring (1 or 2 dependent number)
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 8, Speed Calling 30
Three-Way Calling

DID

DID (Dial Pulse, Multi-frequency, Dual-Tone
Multi-frequency)

TRUNKS**LONG DISTANCE**

Intra Lata Long Distance Services

AIN

Area Wide Networking
Caller Intellidata ®
Disaster Routing Service
Intelligent Redirectsm
IntelliNumber
Positive ID

OTHER SERVICES

ICB Network Assemblies
Grandfathered Services
Hot Line
Local Operator Assistance Service
Night Number associated with Telephone Number
Night Number associated with a Terminal
Bundled Telecommunications Services (e.g., the Works)
Promotions (Greater than 90 days)
Télébranch ®
TouchTone (Business), TouchTone (Trunk)
Voice Dial
Warm Line
Remote Call Forwarding
ISDN BRI/PRI
Digilinesm
Select Video Plus ®
Smart Trunksm

DIRECTORY ASSISTANCE SERVICES

900/976 Call Restriction
MaxiMizer 800, Out WATS ®

PLEXAR

Plexar I ®, Plexar II ®, Plexar ® Custom

PRIVATE LINE

Analog Private Lines
Business Video Service
DOVLink
Frame Relay
T1/T3/SONET ICB's
Network Reconfiguration Service

AGENDA ITEM 28

Consider approval of additional services for CR 200 by K. C. Engineering.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve additional services for CR 200 by K. C. Engineering for a total increase of \$21,600.

Vote: 4 - 0

< Attachment >