

Memorandum of Understanding between The City of Milwaukee and WiscNet

The City of Milwaukee (CITY) and WiscNet are entering into this Memorandum of Understanding (MOU), amending the November 25, 2002 MOU previously executed between the parties concerning the provision of Internet service from WiscNet to the CITY in exchange for dark fiber at agreed upon routes and collocation facilities at agreed upon locations within the CITY. In the event of a conflict between the provisions of this MOU and the November 25, 2002 MOU, the provisions of this MOU prevail. WiscNet agrees to make this exchange at the request of and on behalf of the University of Wisconsin – Milwaukee and the UW System for the length of this MOU.

The intent of this MOU is to facilitate the ability of UW-Milwaukee to participate in various national (i.e. National Lambda Rail, Internet2) and international (i.e. CANARIE, GEANT, etc.) research and education networks as a node¹ on WiscWaves² as well as “Broadband Optical Research Education and Sciences Network” (BOREAS-Net)³. Additionally, through UW-Milwaukee’s participation, other Milwaukee area educational institutions can also gain access⁴ to education and research resources on these networks. It is the CITY’s intent to provide WiscNet a 20-year Indefeasible Right to Use (IRU) certain City of Milwaukee lateral fiber segments to connect the long-haul fiber segments provided by the Wisconsin Department of Transportation (DOT) to enable the University of Wisconsin – Milwaukee to become a node on BOREAS-Net.

As part of this agreement, the CITY agrees to provide:

- Fiber strands along West lateral (leg) path
CITY and the DOT have an existing agreement to share fiber optic infrastructure. As part of the CITY-DOT agreement, the CITY has provisioned fibers from N 4th St and West Locust Street, east of I-43, to existing DOT fiber at I-43 and Locust Street. This existing installation includes sufficient spare fibers to accommodate provisioning fiber strands for use by UW-Milwaukee and UW-System to access WiscWaves and BOREAS-Net fiber. As part of the original CITY and WiscNet agreement, the CITY has provisioned fiber from N. 4th Street and W. Locust Street to the UW-Milwaukee campus.
- Fiber strands along South lateral (leg) path
The CITY-DOT agreement also requires the CITY to provision fiber from Fire Engine 3 to a DOT manhole at I-43 and Greenfield Avenue. This installation also includes sufficient fiber spares to accommodate provisioning fiber for use by UW-Milwaukee and UW-System to access WiscWaves and BOREAS-Net. The DOT will splice these fibers to the existing DOT fiber at this location. The CITY will provision existing fiber from Fire Engine 3 north to the City Hall complex for the use of UW-Milwaukee and UW-System. As part of the original City of Milwaukee and WiscNet agreement the City provisioned fiber from City Hall complex to the UW-Milwaukee

¹ Additional consortium usage fees are required for participation.

² Wisconsin to Chicago regional optical network (RON) operated by UW-Madison

³ BOREAS-Net is a multi-state consortium of leading research institutions in the upper Midwest. The purpose of BOREAS-Net is to build and operate a regional optical network to service the advanced production and experimental network requirements of the research and educational institutions in the upper Midwest.

⁴ Additional consortium usage fees are required for participation.

- Collocation space
In order to extend the resources from a BOREAS-Net node from UW-Milwaukee to other educational, government and cultural institutions in Milwaukee, the City will assist WiscNet on UW-Milwaukee's behalf in creating a Point of presence (POP) in Municipal Building that will include approximately 12 inches of rack space and suitable environmental conditions – power, UPS, cooling, security, etc. The recently completed remodeling of the 5th floor of the Municipal Building has provided additional rack space and enhanced environmental improvements that would enable the City to accommodate a WiscNet/BOREAS-Net POP at the DPW-NOC (Network Operations Center). There is fiber in place and currently being used to provide the City of Milwaukee and Marquette University access to the Internet through WiscNet and could be made available for the use of the UWM BOREAS-Net node. In addition to Marquette University, MATC and Milwaukee Public Television have connectivity to the Municipal Building. Recently, Common Council Resolution 050178 authorized DPW to extend network connectivity to Pier Wisconsin, VISIT Milwaukee and Milwaukee World Festival Inc.

As part of this agreement, WiscNet agrees to provide:

- 20Mb Internet connection
- Treatment of the CITY as a full member – providing usual and customary technical support services.
- Reasonable amount of Internet network numbers (IP addresses). WiscNet will own the addresses and provide them to the CITY for their quiet enjoyment.
- Technical assistance to the CITY when the CITY migrates to IPv6.

II. TERMS OF USAGE

- The CITY and WiscNet agree to cooperate with and work together to resolve, any and all technical, administrative or regulatory challenges that may present themselves during the term of this agreement. The parties also acknowledge that the City of Milwaukee is not a telecommunications carrier under state or federal law by virtue of entering into this agreement. The parties also acknowledge that State and federal telecommunications law and regulations, present or future, could effect or limit the parties intended utilization of this fiber optic system. If any such application or interpretation of State or federal law or regulation were to limit the services and payments provided under this agreement, the parties agree that such limitation will be treated as an Act of God, and to the extent limited each party will be excused from any responsibility to, or damages or liability to the other party resulting from such application of federal law or regulation.
- WiscNet accepts this agreement with a clear understanding that the CITY, under no circumstance, will be liable or otherwise responsible to WiscNet for any damages, direct, indirect, incidental or consequential, resulting from delay or disruption of the flow of information via the fiber optic cable that may result from street maintenance, repair, reconstruction or other authorized service.
- In the event that the currently utilized fiber optic path requires modification due to the various fiber optic continuity hazards such as road construction, right-of-way issues or any other events, both parties agree to discuss alternative arrangements.
- The City of Milwaukee shall assume responsibility for locating the conduit in response to a Diggers Hotline ticket, and performing any repairs necessary to the conduit system.
- The City of Milwaukee shall assume responsibility for the maintenance of the fiber that it installs. This includes testing, repair of faults and any critical maintenance necessary.

- Fiber restoration (e.g. temporary or preferably permanent resolutions) must be completed within 24 hours of initial notice or in extreme cases (Acts of God) as soon as reasonably possible. The parties will provide 15 days advance notice when reasonably possible. The CITY and WiscNet will provide each other or their authorized agent access to the fiber termination locations along the path that fiber optic strands pass through after a reasonable request for such access is provided or as soon as reasonable possible in the case of an emergency event.
- The fibers provided by the City of Milwaukee in this agreement shall not be reassigned to other parties without written approval of the City of Milwaukee.
- This agreement shall be effective for twenty (20) years beginning on the date the agreement is signed by both parties.
- Good faith reevaluation of the amount of Internet bandwidth WiscNet provides to the CITY as part of this agreement will occur at 5 year intervals for the duration of this agreement

IN WITNESS HEREOF, the undersigned have executed this Agreement as of the day, month and year first set forth below.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

Commissioner of Public Works

COUNTERSIGNED:

Comptroller

WiscNet Association
Executive Director

Date

Approved as to content

this ____ day of _____, 2005.

Special Deputy City Attorney

Approved as to form and execution

this ____ day of _____, 2005.

Special Deputy City Attorney