

## **Ameritech ISDN Prime and DS1 Service ICB Agreement**

This agreement ("Agreement") is entered into as of the last signature hereto (the "Effective Date") by and between Business Communications Services, a division of SBC Global Services, Inc. (formerly known as Ameritech Information Systems, Inc.), as agent and representative of Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin ("Ameritech") and **Milwaukee Police Department** ("Customer") for Ameritech ISDN Prime and DS1 Service ("Services") as defined in Attachment A.

**Section 1. Service Term.** The Services shall be effective for a period of thirty-six (36) months, commencing thirty (30) days after Ameritech's receipt of signed Agreement, or such other date as Ameritech and Customer may decide.

**Section 2. Services to be Provided.** Customer hereby orders, and Ameritech agrees to provide the services described in Attachment A (Service Description).

**Section 3. Payment for Services.** Customer agrees to pay Ameritech in accordance with the payment terms set forth in Attachment B (Payment Terms).

**Section 4. Title to Facilities.** Except as specifically set forth herein or in Ameritech tariffs on file with the Public Service Commission of Wisconsin ("PSC of W"), Customer shall not receive ownership, exclusive use or any other right or interest in the facilities used by Ameritech to furnish the services provided hereunder.

**Section 5. Limitation of Liability.** Except as specifically set forth in Ameritech tariffs on file with the PSC of W, Ameritech shall not be liable to Customer for any indirect, incidental or consequential damages, including lost or anticipated profits. Ameritech shall not be liable for damages (special, consequential or otherwise) resulting from delays in the initial service date. Ameritech's liability, if any, shall not exceed an amount equal to the proportionate charge for the period during which any right of Customer was affected.

**Section 6. Access to Customer Premises.** Ameritech shall have the right to access Customer premises at all times as reasonably necessary to fulfill its obligations hereunder, provided that Ameritech representatives comply with all facility rules and regulations applicable to such premises.

**Section 7. Force Majeure.** Neither party shall be held liable for any delay or failure in performance of any part of this Agreement due to Force Majeure Conditions or from any cause beyond its reasonable control and without its fault or negligence.

**Section 8. Amendments; Waivers.** This Agreement or any part thereof or any Attachments hereto or documents referred to herein may be modified or additional provisions may be added only by written agreement signed by or on behalf of both parties. No course of dealing or failure of any party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**Section 9. Notices and Demands.** Any notice which, under the terms of this Agreement, must or may be given or made by either party shall be in writing and shall be given by certified or registered mail, return receipt requested, addressed to the respective parties as follows:

To Ameritech:

Ameritech  
Contract Manager  
2nd Floor  
17950 W. Corporate Drive  
Brookfield, WI 53045

To Customer:

Milwaukee Police Department  
Attn: Don Gralak  
749 W. State Street  
Milwaukee, WI 53233

Any party may change its own address by giving thirty (30) days prior written notice to the other party as set forth in this Section.

**Section 10. Third-Party Beneficiaries.** This Agreement shall not provide any person not a party to the Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

**Section 11. Assignment.** Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech, which shall not be unreasonably withheld or delayed. Any such assignment without the prior written consent of Ameritech shall be void.

**Section 12. Scope of this Agreement and Relationships to Other Documents.** The services and goods provided by Ameritech are furnished pursuant to Ameritech's tariffs and all amendments and revisions thereto on file with the PSC of W. Ameritech tariff PSC of W. 20, Part 17, Section 2, specifically addresses Ameritech ISDN Prime Service and Ameritech tariff PSC of W. 20, Part 15, Section 3, specifically addresses Ameritech DS1 Service. Customer acknowledges an understanding of these tariffs and an understanding that the General Regulations contained in Ameritech's filed tariffs apply to the services provided hereunder. Ameritech is not bound by any representations or inducements not set forth in its tariffs or this Agreement. Customer acknowledges having

read the terms and conditions of this Agreement and agrees to be bound thereby. To the

extent that this Agreement (and its Attachments) is in conflict with any other prior agreements, oral or written representations, statements, negotiations, understandings or proposals, the terms of this Agreement (and its Attachments) shall control. To the extent that this Agreement (and its Attachments) is in conflict with any terms and conditions of any Ameritech tariffs on file with the PSC of W, this Agreement (and its Attachments) shall control.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement.

**Milwaukee Police Department**

**Ameritech**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**List of Attachments**

Attachment A:	Service Description
Attachment B:	Payment Terms
Attachment C:	Ameritech ISDN Prime and DS1 Service Tariff

## Attachment A

### Service Description

Ameritech ISDN Prime Service is a digital business service that provides access from a customer premises to the Company's circuit switched voice, circuit switched data and packet switched data services via a 1.544 Mbps central office termination and a 1.544 Mbps channel to the customer's premises. The channel may be a DS1 Local Distribution Channel (LDC) or part of a DS3, OC-3, OC-12 LDC or other suitable facility. The rates and charges for the channel and multiplexing, where applicable, are in addition to those for the ISDN Prime termination.

The Ameritech ISDN Prime Service interface is provided in base capacities of twenty-three 64 Kbps "B" channels and one 64 Kbps "D" channel (23 B+D). The "D" channel is used for out of band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by two ISDN Prime central office interfaces for the same customer. "B" channels can be dedicated to either circuit switched data or voice services, or they may share these service types by using the Call-By-Call feature. 64 Kbps "B" channel packet switched data channels are always dedicated to packet service.

The Ameritech ISDN Prime and DS1 Service contemplated in this Agreement shall be governed by the provisions of the PSC of W Tariff No. 20, Part 17, Section 2 and Part 15, Section 3 with the following exceptions:

1. Recurring monthly pricing for Ameritech ISDN Prime and DS1 Service is ICB per Attachment B.
2. Non-recurring installation charges for Ameritech ISDN Prime and DS1 Service are waived per Attachment B. Non-recurring installation charges for ISDN Prime Telephone Numbers shall continue to apply.

**Attachment B**

**Payment Terms**

Customer: Milwaukee Police Department

Service: Ameritech ISDN Prime and DS1 Service

Service Effective Date: Thirty (30) days after Ameritech's receipt of signed Agreement, or such other date as Ameritech and Customer may decide.

Service Term: 36 Months

***Ameritech ISDN Prime and DS1 Service Recurring Charges:***

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from 749 W. State Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee Broadway Central Office located at 740 N. Broadway, Milwaukee, Wisconsin	4	\$ 365.20	\$1,460.80
Ameritech DS1 Service Local Distribution Channel from 749 W. State Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee Broadway Central Office located at 740 N. Broadway, Milwaukee, Wisconsin	4	\$ 135.29	\$ 541.16
Ameritech ISDN Prime Service from 2333 N. 49 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street. Milwaukee, Wisconsin	2	\$ 365.20	\$ 730.40
Ameritech DS1 Service Local Distribution Channel from 2333 N. 49 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	2	\$ 135.29	\$ 270.58

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from 3626 W. Fond du Lac Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	1	\$ 365.20	\$ 365.20
Ameritech DS1 Service Local Distribution Channel from 3626 W. Fond du Lac Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	1	\$ 135.29	\$ 135.29
Ameritech ISDN Prime Service from 3006 S. 27 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 365.20	\$ 365.20
Ameritech DS1 Service Local Distribution Channel from 3006 S. 27 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 135.29	\$ 135.29
Ameritech ISDN Prime Service from 2920 N. 4 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 365.20	\$ 365.20
Ameritech DS1 Service Local Distribution Channel from 2920 N. 4 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 135.29	\$ 135.29
Ameritech ISDN Prime Service from 6929 W. Silver Spring Drive, Milwaukee, Wisconsin, to the Ameritech Milwaukee Fond du Lac Avenue Central Office located at 7721 W. Fond du Lac Avenue, Milwaukee, Wisconsin	1	\$ 365.20	\$ 365.20

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech DS1 Service Local Distribution Channel from 6929 W. Silver Spring Drive, Milwaukee, Wisconsin, to the Ameritech Milwaukee Fond du Lac Avenue Central Office located at 7721 W. Fond du Lac Avenue, Milwaukee, Wisconsin	1	\$ 135.29	\$ 135.29
Ameritech ISDN Prime Service from 6680 N. Teutonia Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee Good Hope Central Office located at 110 E. Good Hope Road, Milwaukee, Wisconsin	2	\$ 365.20	\$ 730.40
Ameritech DS1 Service Local Distribution Channel from 6680 N. Teutonia Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee Good Hope Central Office located at 110 E. Good Hope Road, Milwaukee, Wisconsin	2	\$ 135.29	\$ 270.58
Ameritech ISDN Prime Service from 245 W. Lincoln Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 365.20	\$ 365.20
Ameritech DS1 Service Local Distribution Channel from 245 W. Lincoln Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 135.29	\$ 135.29
Ameritech ISDN Prime Service from 2626 West Wisconsin Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	2	\$ 365.20	\$ 730.40
Ameritech DS1 Service Local Distribution Channel from 2626 West Wisconsin Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	2	\$ 135.29	\$ 270.58
<b>Total Monthly Recurring Charge (36 Months)</b>			<b>\$7,507.35</b>





**Ameritech ISDN Prime and DS1 Service Non-Recurring Charges:**

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from 749 W. State Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee Broadway Central Office located at 740 N. Broadway, Milwaukee, Wisconsin	4	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 749 W. State Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee Broadway Central Office located at 740 N. Broadway, Milwaukee, Wisconsin	4	\$ 695.00	Waived
Ameritech ISDN Prime Service from 2333 N. 49 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street. Milwaukee, Wisconsin	2	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 2333 N. 49 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	2	\$ 695.00	Waived
Ameritech ISDN Prime Service from 3626 W. Fond du Lac Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	1	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 3626 W. Fond du Lac Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 41 <sup>st</sup> Street Central Office located at 3281 N. 41 <sup>st</sup> Street, Milwaukee, Wisconsin	1	\$ 695.00	Waived
Ameritech ISDN Prime Service from 3006 S. 27 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$2,000.00	Waived

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech DS1 Service Local Distribution Channel from 3006 S. 27 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 695.00	Waived
Ameritech ISDN Prime Service from 2920 N. 4 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 2920 N. 4 <sup>th</sup> Street, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 695.00	Waived
Ameritech ISDN Prime Service from 6929 W. Silver Spring Drive, Milwaukee, Wisconsin, to the Ameritech Milwaukee Fond du Lac Avenue Central Office located at 7721 W. Fond du Lac Avenue, Milwaukee, Wisconsin	1	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 6929 W. Silver Spring Drive, Milwaukee, Wisconsin, to the Ameritech Milwaukee Fond du Lac Avenue Central Office located at 7721 W. Fond du Lac Avenue, Milwaukee, Wisconsin	1	\$ 695.00	Waived
Ameritech ISDN Prime Service from 6680 N. Teutonia Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee Good Hope Central Office located at 110 E. Good Hope Road, Milwaukee, Wisconsin	2	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 6680 N. Teutonia Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee Good Hope Central Office located at 110 E. Good Hope Road, Milwaukee, Wisconsin	2	\$ 695.00	Waived

<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Ext. Price</u>
Ameritech ISDN Prime Service from 245 W. Lincoln Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 245 W. Lincoln Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee South 26 <sup>th</sup> Street Central Office located at 1612 S. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	1	\$ 695.00	Waived
Ameritech ISDN Prime Service from 2626 West Wisconsin Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	2	\$2,000.00	Waived
Ameritech DS1 Service Local Distribution Channel from 2626 West Wisconsin Avenue, Milwaukee, Wisconsin, to the Ameritech Milwaukee North 26 <sup>th</sup> Street Central Office located at 918 N. 26 <sup>th</sup> Street, Milwaukee, Wisconsin	2	\$ 695.00	Waived
ISDN Prime Telephone Numbers, per Block	75	\$ 27.00	\$2,025.00
<b>Total Non-Recurring Charge</b>			<b>\$2,025.00</b>

**Pricing Notes:**

Note 1: Above prices do not include any applicable Federal, State or Local taxes.

Note 2: Additional charges apply for Federal Access, Complex Line Port, Long Term Number Portability and ISDN Prime Telephone Numbers, which are billed monthly per tariff regulations.

Note 3: All payments are due within thirty (30) days of receipt by Customer of the invoice for such charges.

**Pricing Notes (continued):**

- Note 4: Customer shall be liable for repayment of waived non-recurring charges in the event of termination of Service prior to the completion of the thirty-six (36) month term of this Agreement.
- Note 5: Customer may purchase additional Ameritech ISDN Prime and DS1 Services at the above rates and for the same location(s) during the initial twelve (12) months of this thirty-six (36) month agreement. Each such additional Service shall have a Service Term coterminous with the Service Term of this Agreement.
- Note 6: Above pricing is provided to Customer contingent upon Customer's concurrent acceptance of an Ameritech Master Discount Agreement and Network Services Attachment with a minimum Service Term of thirty-six (36) months and an Annual Commitment Level of \$228,000.00.

## Attachment C

### Ameritech ISDN Prime and DS1 Service Tariff

Except as otherwise provided herein, the Ameritech ISDN Prime and DS1 Service contemplated in this Agreement is governed by the provisions of the PSC of W Tariff No. 20, Part 17, Section 2 and Part 15, Section 3. These tariffs are public record documents available for review through the offices of the Public Service Commission of Wisconsin, located in Madison, Wisconsin or via PSC of W website access.