

**AMENDMENT NO. 1  
TO DIGITAL CELLULAR TELEPHONE SERVICE CONTRACT**

This **AMENDMENT No. 1 to Digital Cellular Telephone Service Contract** (the "Amendment") is made and entered into by and between Cellco Partnership, a Delaware general partnership, doing business as Verizon Wireless, successor to PrimeCo Personal Communications, (hereinafter "Contractor") and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter "City").

1. This Amendment is an integral part of the Digital Cellular Telephone Service Contract (hereinafter "Contract"). The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

2. The Contract shall be extended for two (2) additional years until August 31, 2004.

3. The City hereby agrees to maintain the existing one thousand (1,000) City liable lines of service with Contractor. As a result of the City maintaining each of the existing one thousand (1,000) City liable lines with Contractor, Contractor will provide a one-time access credit to the City in the amount of \$10.50 per line up to \$14,000.00 by March 31, 2003 and another one-time access credit to the City in the amount of \$10.50 per line up to \$14,000.00 by December 31, 2003. In the event that City does not maintain the one thousand (1,000) City liable lines of service with Contractor, Contractor shall not be obligated to provide such credit to City.

4. City liable users on Contractor's existing price plans who are eligible for an upgrade or renewal due to Contractor's system upgrade efforts will receive a Kyocera 2135 at no charge. The City agrees to extend the term of each such City liable subscriber agreement to August 31, 2004. Contractor will complete such phone upgrade and provide any accessories required under the no later than March 31, 2003.

5. Upon written request by the City, Contractor shall make commercially reasonable efforts to provide the City with City liable individual line level detailed billing information within seven (7) business days of written receipt from City.

6. All provisions of the Contract, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

CELLCO PARTNERSHIP  
dba Verizon Wireless

CITY OF MILWAUKEE

By: *Rebecca S. Salke*

By: *Mariano Schifalacqua*

Name: *Rebecca S. Salke*

Name: *Mariano Schifalacqua*

Title: *VP-Finance*

Title: *Commissioner of Public Works*

Date: *02/06/03*

Date: *March 5, 2003*

APPROVED AS  
TO LEGAL FORM  
*dm*  
*2/6/03*

CITY OF MILWAUKEE  
COMPTROLLER

By:

 *John Egan*

Name:

John Egan

Title:

DEPUTY

Date:

March 10, 2003

**AMENDMENT NO. 2  
TO DIGITAL CELLULAR TELEPHONE SERVICE CONTRACT**

This **AMENDMENT No. 2 to Digital Cellular Telephone Service Contract** (the "Amendment") is made and entered into by and between Celco Partnership, a Delaware general partnership, doing business as Verizon Wireless, successor to PrimeCo Personal Communications, (hereinafter "Contractor") and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter "City").

1. This Amendment is an integral part of the Digital Cellular Telephone Service Contract (hereinafter "Contract"). The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of this Amendment shall control.

2. The Contract shall be extended for one (1) additional year until August 31, 2005.

3. The City hereby agrees to maintain the existing one thousand (1,000) City liable lines of service with Contractor. As a result of the City maintaining each of the existing one thousand (1,000) City liable lines with Contractor, Contractor will provide a one-time access credit to the City in the amount of \$10.50 per line up to \$14,000.00 by August 31, 2005. In the event that City does not maintain the one thousand (1,000) City liable lines of service with Contractor, Contractor shall not be obligated to provide such credit to City.

4. City liable users on Contractor's existing price plans who are new activations or eligible for an upgrade or renewal will receive a Kyocera KX414 including required accessories (i.e. cigarette lighter adapter and ear bud) at no charge based on the execution of a new 12-month agreement and subject to equipment availability. Further, Contractor's upgrade policy allows existing City subscribers to upgrade their current equipment provided City subscriber meets the following additional requirements:

- City subscriber's account must be current, with no past-due balance at the time of upgrade; and
- City subscriber's current contract must be expired or within 2 months of expiration.

Termination of service prior to fulfillment of the required line term commitment in order to upgrade is subject to an early termination fee for each such terminated line.

5. Upon written request by the City, Contractor shall make commercially reasonable efforts to provide the City with City liable individual line level detailed billing information within seven (7) business days of written receipt from City.

6. All provisions of the Contract, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

CELLCO PARTNERSHIP  
d/b/a VERIZON WIRELESS

CITY OF MILWAUKEE

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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