

Jim
10-17-16

16-0931

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this _____ day of October, 2016, by and between NEW-CELL, LLC, a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and CITY OF MANITOWOC, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

1.A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 90 Accounts (the "Account Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account.

1.B. **Additional Features.** Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. **Employee Discount Plan.** Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. **Monthly Service Charges.** Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. **Additional Air Time and Roaming Charges.** Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. **Payment.** Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. **Initial Term.** The Initial Term of this Agreement shall be three (3) years, commencing on the date first written above and ending on the third (3rd) anniversary thereof.

3.B. **Renewal Terms.** Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. **Termination.** This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. **Automatic Termination.** This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. **Default.** In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. **Early Termination of Accounts and Effect of Non-Renewal of Agreement.**

3.D.1. **Termination of Accounts.** Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Accounts than the Account Minimum, Customer must also pay to Cellcom a "Termination Fee" for each terminated Account below the Account Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Account(s) falling below the Account Minimum.

- (i) For each standard device activated on the terminated Account(s), the Termination Fee shall include One Hundred Seventy-Five Dollars (\$175.00), which amount shall be reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement down to a minimum of Sixty Dollars (\$60.00); and
- (ii) For each "Smart Phone" activated on the terminated Account(s), the Termination Fee shall include Three Hundred Fifty Dollars (\$350.00), which amount shall be reduced by Ten Dollars (\$10.00) for each completed month of the term of this Agreement down to a minimum of Sixty Dollars (\$60.00).

Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. **Effect of Non-Renewal of Agreement.** In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each standard device and Three Hundred Fifty Dollars (\$350.00) for each "Smart Phone" activated within the final ninety (90) days of the Initial Term. Upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such

Accounts shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

4.B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

4.C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom: New-Cell, LLC.
d/b/a Cellcom
1580 Mid-Valley Drive
DePere, WI 54115

If to Customer: City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW-CELL, LLC.

By: [Signature] Its Vice President

NEW-CELL, LLC.

By: [Signature] Its Vice President

CITY OF MANITOWOC

By: _____ Its _____

CITY OF MANITOWOC

By: _____ Its _____

EXHIBIT A

Rate Plan and Account Features

- Customer is eligible for the following promotions on the US Association 700 or higher:

- Unlimited Incoming minutes
- Unlimited Cellcom to Cellcom minutes
- Unlimited Night and Weekend minutes beginning at 7pm
- \$9.95 add a lines
- Waived activation fees (\$25 value)

- Customer is eligible for the following on the Business Share Plus Plan:

- Unlimited Nationwide calling minutes
- Unlimited Nationwide Text messages
- Shareable Data for all Smartphones, Tablets and Mobile Hotspots
- Waived activation fees (\$25 value)

- Customer will receive waived activation fees (\$25 value) on Regional Government plan

Customer Incentive

-- City of Manitowoc will receive an account credit of \$2,000 with the execution of this three year agreement. Credits will be applied in amounts of \$1,000 on the 31st day and \$1,000 in the 18th month during the term of this agreement.

-- City of Manitowoc will receive a \$5 discount off monthly smartphone access. Smartphone monthly access is \$30, reduced from regular rate of \$35.

-- City of Manitowoc will receive 50% discount off accessories up to \$30 and then \$15 off accessories above \$30.

Business Select Share Plus Plan



A simple, easy to understand plan.

Enjoy unlimited nationwide talk, unlimited messaging and share a pool of data with all lines on your account.

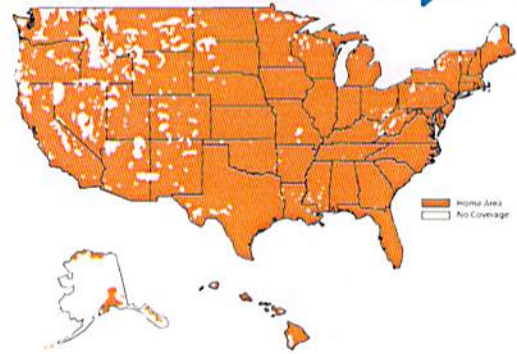
Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.**
- Shareable Data for all devices on your account on the same plan.

*Visual Voicemail available on select devices.

**See cellcom.com for international messaging details.

Coverage Map



STEP 1: Choose your Data Packages

Plan Options for up to 10 devices per package

Shared Data	300MB	1GB	3GB	6GB	10GB	15GB	20GB
Monthly Data Charge	\$14 ²⁵	\$23 ⁷⁵	\$38	\$52 ²⁵	\$66 ⁵⁰	\$85 ⁵⁰	\$104 ⁵⁰

Plan Options for up to 25 devices per package

Shared Data	25GB	30GB	40GB	50GB
Monthly Data Charge	\$130 ⁶³	\$156 ⁷⁵	\$209	\$261 ²⁵

Plan Options for up to 50 devices per package

Shared Data	60GB	80GB	100GB
Monthly Data Charge	\$313 ⁵⁰	\$418	\$522 ⁵⁰

Cellcom recommends 1-2GB per Smartphone on your account. Each primary line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

Data overage is charged at \$15/300MB on the 300MB plan, and \$15/GB on 1GB+ plans.

STEP 2: Add Phones or Devices to Your Business Select Share Plus Plan

Line Access	Fees/month	2 year Agreement	No Contract*
Smartphone		\$35/mo.	\$20/mo.
Basic Phone		\$20/mo.	
Hotspots/USB Modems		\$10/mo.	
Tablets		\$10/mo.	
Connected Devices		\$5/mo.	

*No contract pricing is available with Flex, upon completion of a 2-year service agreement, paying full price for device, or bringing own device on Business Share Plus Plan. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement. Flex line access does not include monthly device installments. Price varies by device. See cellcom.com/flex for details.



Manage and monitor your data usage:

- To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>

- Change your data allowance at any time without extending your contract.

Add Ons for Share Plans (per line)

Delphi Connect	\$5.00/month
Fleet for Vehicles	\$15.00/month
Fleet for Smartphone	\$15.00/month
Fleet Mobile Worker	\$25.00/month

MultiRing	\$6.95/month
Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month
Detail Billing	\$0.99/month
Handset Protection	refer to eSecuritel brochure

International Long Distance & Text

International Dialing	pay per minute
International Dialing Discount Package	\$3.95/month

Refer to cellcom.com for current long distance rates by country and international roaming options.

Important Information: An E911 compliant-GSM phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than fifty percent (50%) of the customer's overall minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from National Minutes while within the Cellcom designated area. Call forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. See sales representative for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Dialing Discount Package has a monthly feature charge in addition to reduced international long distance rates. Unlimited voice services are for free dialing between two individuals, voicemail, and authorized services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded messages. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: Shared data monthly charge and overages will be charged to the primary line on a Share Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at www.cellcom.com/AUP. Scrolling and receiving picture messages may deduct from your data allowance. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To suggest about specific service availability in a geographic area, contact Cellcom's Customer Service at 1-800-230-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Fees do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A late set up fee and early termination fee may apply. If applicable, the early termination fee may be reduced proportionately to the remaining months of the term of the agreement. Drivers of Service Fund (DSF) and regulator and other recovery fees charged on all service lines. An E911 fee or Public Safety Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or www.cellcom.com/fees for details.

Regional Government Plan

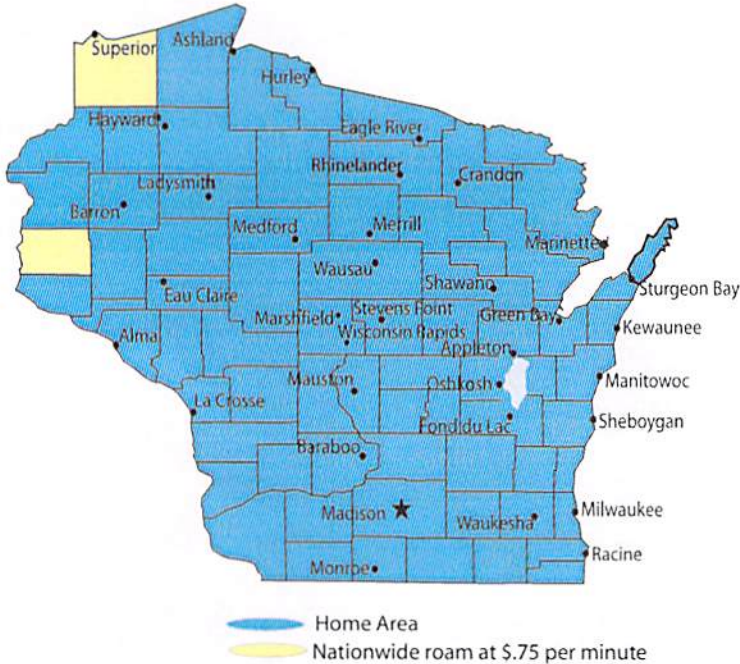
Unlimited Domestic Incoming Messages

employee

made easy

connect

Included



Included Features

- FREE Nationwide Long Distance
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|TxT Messages
- FREE Detail Billing

Monthly Rate \$0.00

Additional Airtime \$0.05

Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.

Important Information: Eligible municipalities include counties, cities, villages, towns, school districts, board of school directors, sewer districts, drainage districts, technical collage districts or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.

An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge.

Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

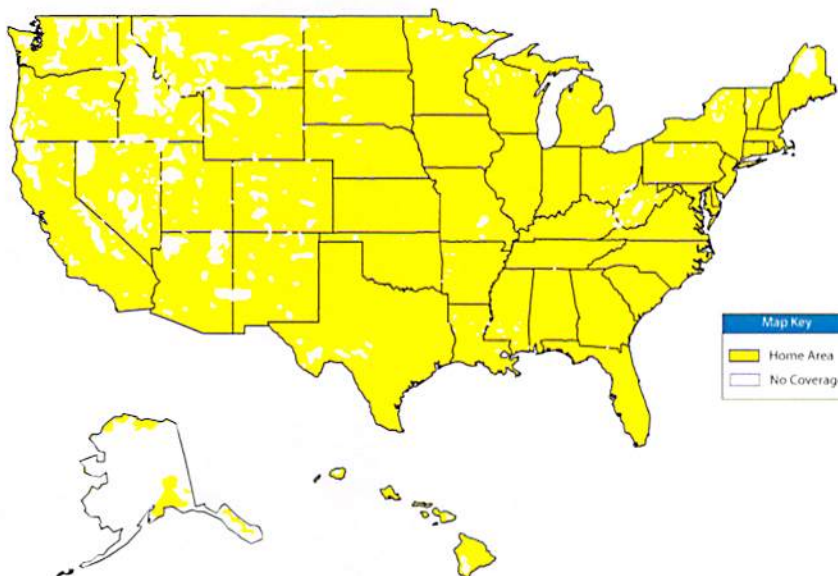
Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a Cellcom retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

US AMERICA

Business Association Calling Plan



the Chamber Manitowoc County



Included Features

- Nights & Weekends Start at 7p.m.
- Nationwide Long Distance
- FREE Calling Features
 - Voice Mail
 - Caller ID
 - Call Waiting
 - 3-Way Calling
- FREE Unlimited Domestic Incoming Quik|TxT Messages

Ask about how you can take advantage of \$9.95 Add-A-Lines and other special promotional offers.

Monthly Rate	\$23.96	\$31.96	\$39.96	\$47.96	\$55.96	\$63.96	\$79.96	\$119.96	\$159.96
Anytime Minutes	200	500	700	900	1,100	1,400	2,100	4,000	6,000
Night & Weekend Minutes	500	2,000	UNLIMITED						
Additional Airtime	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35	\$0.25	\$0.25	\$0.25

Share Your Minutes: Add-A-Lines \$19.95 per additional line per month. Available on calling plans \$31.96 or higher, up to 4 lines

To take advantage of these great savings:

Call 877-611-0008 or visit any authorized Cellcom location.



Important Information: An E911 compliant CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 7:00 p.m. to 6:59 a.m. and all day Saturday and Sunday. Cellcom-to-Cellcom Minutes require both customers have Cellcom service and are signaling a Cellcom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details. Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Cellcom-to-Cellcom Minutes. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 234-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

EXHIBIT B

Master Service Agreement

