



MEMORANDUM
INFORMATION TECHNOLOGY DEPARTMENT

TO: Thomas Thomas, City Manager

Number: CY16-002

SUBJECT: Verizon Wireless Addendum

Date: 1/13/16

The wireless communications signals in the new Police station are in need of a booster for both public safety radios and cellular. The Police Department has contracted with RACOM to install the booster in the new station. To activate the booster on the Verizon Network the Addendum to the Verizon Wireless Local government Entity Authorized User Agreement for Customer-Provided In-Building Radio Distribution Equipment will need signed. The agreement is attached for review.

Recommendation:

The Information Technology Department recommends that the City Council authorize the City Manager to sign the agreement between the City of Rock Island and Verizon related to the in-building distribution system.

Submitted by: Timothy Bain, IT Director

APPROVED: Thomas Thomas, City Manager

Addendum to the Verizon Wireless Local Government Entity Authorized User Agreement
for Customer-Provided
In-building Radio Distribution Equipment

This addendum ("Addendum") to the Local Government Entity Authorized User Agreement (the "User Agreement"), made between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates, ("Verizon Wireless") and The City of Rock Island, Information Technology ("Authorized User"), 1212 5th Ave., Rock Island, IL 61201 governs the installation and operation of in-building radio distribution equipment that Authorized User has obtained from a party other than Verizon Wireless ("Customer-Provided Equipment") and that is capable of operating on Verizon Wireless Frequencies (as defined below).

1. Under applicable regulations of the Federal Communications Commission, Verizon Wireless and/or its local affiliates are the exclusive licensees of certain radio frequencies ("Verizon Wireless Frequencies") used in connection with the Wireless Service provided to Authorized User under the User Agreement. Verizon Wireless grants Authorized User permission to operate Customer-Provided Equipment on Verizon Wireless Frequencies, subject to the terms and conditions of this Addendum.
2. The permission granted by Verizon Wireless to Authorized User under Section 1 shall continue for the Term of the User Agreement as it may be amended, unless withdrawn by Verizon Wireless as provided below. If Authorized User's User Agreement terminates and is not replaced by a new Verizon Wireless User Agreement, Verizon Wireless may require Authorized User to immediately cease operating any Customer-Provided Equipment on Verizon Wireless Frequencies. If Authorized User is vacating any premises where Customer-Provided Equipment has been installed, Authorized User shall arrange for the removal of the Customer-Provided Equipment.
3. Authorized User must notify Verizon Wireless in writing of the type, manufacturer, and location of any Customer-Provided Equipment that has been or will be placed in operation under this Addendum. No Customer-Provided Equipment shall be operated on the Verizon Wireless Frequencies unless Verizon Wireless has approved both the manufacturer and the device model for such use. All Customer-Provided Equipment shall be properly installed on Authorized User's premises according to manufacturer or Verizon Wireless specifications or requirements. Customer-Provided Equipment operated on the Verizon Wireless Frequencies under this Addendum shall be installed only in buildings where premises owned or leased by Authorized User are located ("Authorized User Premises") and shall be operated by or on behalf of Authorized User for use primarily by Authorized User and its invitees. Authorized User shall not impose any charge on any third party for obtaining access to Verizon Wireless services via the Customer-Provided Equipment, nor may Authorized User intercept, alter, record or store communications using Verizon Wireless services passing over Customer-Provided Equipment. This Addendum does not authorize the resale of Verizon Wireless services, whether on Authorized User Premises or elsewhere.
4. Authorized User grants Verizon Wireless the right at any time, upon not more than twenty-four (24) hours prior notice, to enter any premises where Customer-Provided Equipment is operating to inspect such equipment to determine whether it is properly installed as required above and to test such equipment and nearby radio frequency coverage for the purpose of investigating or remediating interference with Verizon Wireless's network or services.
5. If Verizon Wireless determines that any Customer-Provided Equipment is causing interference with Verizon Wireless's network or services, then immediately upon Verizon Wireless's request, Authorized User shall power down, disconnect or deactivate such equipment, and shall not resume operating such equipment on Verizon Wireless Frequencies until Verizon Wireless notifies Authorized User that the cause of such interference has been remedied. Verizon Wireless may withdraw the permission granted pursuant to Section 1 of this Addendum if Verizon Wireless determines that permanent disconnection of Customer-Provided Equipment is necessary to remedy interference to Verizon Wireless's network or services. Upon such notice, Authorized User shall permanently cease operating such equipment on Verizon Wireless Frequencies.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Authorized User represents and warrants that (i) no lead paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any Authorized User Premises Verizon Wireless or its authorized representatives may access hereunder; (ii) Authorized User owns or leases the premises on which any Customer-Provided Equipment has been or will be installed, and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity having an interest therein; (iii) Authorized User has obtained or will obtain all required permits, inspections or other approvals necessary for the installation and operation of Customer-Provided Equipment; (iv) Authorized User has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on Authorized User's Premises, or within the building where Authorized User's Premises are located, that may be adversely affected by, or may adversely affect, installation or operation of the Customer-Provided Equipment. At its sole discretion, Verizon Wireless may upon written notice withdraw the permission granted in Section 1 of this Addendum with respect to any Customer-Provided Equipment, until such time as Authorized User corrects any condition that would be a breach of the above representations and warranties. Authorized User shall indemnify, defend and hold Verizon Wireless harmless from any cost, claim, damage or liability (including reasonable attorneys' fees and costs) resulting from the installation, operation, use or removal of any Customer-Provided Equipment or from any breach of the representations and warranties in this paragraph.

7. Upon written notice from Authorized User to Verizon Wireless requesting that Customer-Provided Equipment be installed at discrete Authorized User Premises, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Addendum, Verizon Wireless shall append a supplemental attachment or attachments to this Addendum in the form of Attachment 1 that will serve to identify the location of such new Premises. Such supplemental attachment(s) shall (i) render the Premises described on it subject to the applicable terms and conditions of the User Agreement and this Addendum, including the consideration set forth in the User Agreement and this Addendum; (ii) be cumulative and not intended to replace any previous attachment(s) unless specifically stated therein; and (iii) not require that the parties execute a new Addendum or re-execute this Addendum.
8. All terms and conditions of the User Agreement shall remain in full force and effect. This Addendum shall become effective when signed by both parties.

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

CITY OF ROCK ISLAND, INFORMATION TECHNOLOGY

By: _____

By: _____

Name: Todd Loccisano

Name: _____

Title: Executive Director - Enterprise & Government Contracts

Title: _____

Date: _____

Date: _____

**ATTACHMENT 1 to
In-building Addendum**

Authorized User Name: City of Rock Island, Information Technology

Premises Address: 1212 5th Avenue., Rock Island, IL 61201

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Repeater Information:

PCS or Cellular: BOTH

Make: Commscope

Model: NODE A 4 POSITION SUB RACK AC 7561932-0018

Coverage (Indoor) Antennas Information:

Make: Commscope

Model: Drop ceiling antennas 698 - 2.7 Frequency range CL-O/698-2.7K/N

Quantity: 15

Donor (Outdoor) Antenna Information:

Make: Commscope

Model: CMAX-EXT-CPUSEI53