

TAB 5

**Verizon In-Building Cell Phone Antenna Agreement**  
**Regular Meeting 10/19/09**

**Problem:**

The strength of Verizon's cell phone service at the Public Works building and Police department is not adequate.

**Background:**

Since the City switched from Nextel to Verizon, staff has noticed that the signal strength in the Public Works building and Police Department building is not adequate. This is causing communication problems for staff. Verizon has committed to install in-building antennas at Public Works and the Police Department to correct the problem. In order to install the equipment, an in-building agreement is required between Verizon and the City. This is standard operating procedure for Verizon. The equipment will be owned by Verizon and there is no cost to the City for the equipment or installation. The agreement is attached for your review. The City attorney has reviewed the agreement and suggested changes which have been incorporated into the document.

**Alternatives:**

1. Approve the Verizon in-building agreement and authorize the Mayor to execute the document.
2. Do not approve the Verizon in-building agreement

**Recommendation:**

Staff recommend alternative #1

**Budget impact:** None.

## Verizon Wireless In-Building Agreement Terms and Conditions

This In-building Agreement ("Agreement") between Verizon Wireless Personal Communications LP D/B/A Verizon Wireless ("Verizon Wireless") and City of Palmetto ("Customer") governs the installation, maintenance and operation by Verizon Wireless of an In-building coverage system for use with Verizon Wireless Service pursuant to the Service Agreement.

1. In-building Equipment: Radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices, provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Unless specifically stated otherwise, references to Equipment throughout the Service Agreement shall include In-building Equipment. The In-building coverage system consists of In-building Equipment.
2. Customer grants Verizon Wireless a license ("License"), during the Term to install, maintain and operate In-building Equipment in the buildings where premises owned or leased by Customer are located ("Premises"). The Premises are further identified in Attachment 1 as may be amended from time to time. The License may be terminated only as provided in the Service Agreement or this Agreement.
3. Customer will provide Verizon Wireless access to or use of facilities and services in the Premises, as required by Verizon Wireless for the installation and operation of In-building Equipment in accordance with local codes and the National Electrical Code. Such facilities and services may include but are not limited to, exterior or rooftop antenna placement, use of ducts, conduit, cables and conductors and electrical power with suitable terminals and power surge protection devices and metallic grounds.
4. Verizon Wireless shall provide Customer with reasonable notice prior to accessing the Premises. To the extent such access does not interfere with security or privacy requirements of Customer, Customer shall grant Verizon Wireless access to the Premises to install, test, upgrade, maintain and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless's network or services.
5. Verizon Wireless will deliver, install, test, operate and maintain the In-building Equipment. Verizon Wireless may act under this Agreement either directly or using such subcontractors or representatives as Verizon Wireless may select. If Customer is vacating all or part of the Premises, Customer shall give Verizon Wireless thirty (30) days prior written notice and shall make all arrangements with the landlord, or other tenants necessary for Verizon Wireless to remove the In-building Equipment from the Premises being vacated.
6. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer represents and warrants to the best of their knowledge 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 Premises; (ii) Customer owns or leases the Premises or otherwise has the right to grant the License and has obtained all required consents or approvals from any landlord, mortgagee or other person or entity ("Party In Interest") having an interest therein; (iii) Customer has or will obtain all required inspections or other approvals, as may be required, except for building permit, FCC and FAA approval if required, which will be obtained by Verizon Wireless.; (iv) Customer does not have any other radio distribution equipment including, repeaters, amplifiers, base station equipment, antennae, cables, wiring, and associated network devices installed on the Premises, (v) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises that may be adversely affected by, or may adversely affect, installation or operation of the In-building Equipment. At its sole discretion, Verizon Wireless may cease installation or operation of In-building Equipment, until such time as Customer corrects any condition that would be a breach of the above representations and warranties.
7. In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under the Service Agreement. However, Verizon Wireless does not warrant and specifically disclaims any warranty regarding the In-building Equipment including, without limitation, operational levels of the In-building Equipment in terms of coverage or signal levels to be provided by the In-building Equipment. In-building Equipment installation by Licensee does not constitute a guarantee of improved coverage within Premises where In-building Equipment is installed. In the event that Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately discontinue all use of In-building Equipment and shall promptly allow its removal by Verizon Wireless. In-building Equipment remains Verizon Wireless property, shall be operated and maintained solely by Verizon Wireless, and shall not become a fixture or a part of the real property where it is installed. Customer shall so inform any current or future Party in Interest.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which its services are provided. If Verizon Wireless determines that any customer equipment interferes with the In-building Equipment or with Verizon Wireless's network or services, then upon oral or written notice from Verizon Wireless, Customer shall disconnect or deactivate such equipment until such interference is remedied. If Verizon Wireless determines in its sole discretion that interference caused by such equipment cannot be otherwise remedied, Verizon Wireless shall have the right to remove In-building Equipment or to require Customer to remove customer provided equipment.

9. With regard to in-building equipment, the following terms and conditions, including but not limited to, would apply:

**9.1 NO WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT. CUSTOMER AGREES THAT VERIZON WIRELESS HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS" HOWEVER, VERIZON WIRELESS WILL PROVIDE CUSTOMER WITH ANY MANUFACTURERS' CONSUMER WARRANTIES RECEIVED BY VERIZON WIRELESS WITH RESPECT TO THE EQUIPMENT.

**9.2 LIMITATION OF LIABILITY:** VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR INJURY TO PERSONS OR PROPERTY, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, OR BY THE CUSTOMER'S EMPLOYEES' OR CUSTOMER'S AGENTS' USE OF THE EQUIPMENT, OR BY THE MANUFACTURER OF THE EQUIPMENT, OR BY ANY REPAIR, SERVICE OR ADJUSTMENT TO THE EQUIPMENT OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER UNLESS DIRECTLY CAUSED BY VERIZON WIRELESS' WILLFUL MISCONDUCT. IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE, ATTEMPTED USE, OR INABILITY TO ACCESS 911 OR E911 SERVICE OR OTHER EMERGENCY CALL.

**9.3 NO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS BY THE CUSTOMER'S AGENT(S) OR EMPLOYEE(S) THAT ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES.

**9.4 Force Majeure:** Verizon Wireless' performance hereunder shall be excused if caused by equipment failure, failure of another wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, equipment or facility shortage or any other causes beyond Verizon Wireless' reasonable control.

10. All terms and conditions of the Service Agreement shall remain in full force and effect. This Agreement shall become effective when signed by both parties.

Verizon Wireless Personal Communications LP D/B/A Verizon Wireless

City of Palmetto

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

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

Name: Hans F. Leutenegger

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

Title: Area Vice President Network

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

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

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

## IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

NETWORK SYSTEM PERFORMANCE INPUT FORM

IBRD Site Name: Palmetto Public Works IBRD

### ATTACHMENT 1 to IBRD CONTRACT ADDENDUM

Customer Name:  
City of Palmetto -- Public Works Building  
600 17th Street West  
Palmetto, FL 34221

### EQUIPMENT LIST

## IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Receiver(s) **Cushcraft PC18513N, CSI-AY806-960/14 directional yagi**

Repeater(s) **ADRF Epoch M1P-15A, M1C-15, ADRF-25K**

Conduit or space for the wire/fiber/cable to connect the receiver(s) and the repeater(s)

**2nd floor wiring closet**

Wire/fiber/cable **1/2" Trilogy plenum coax**

Antennas **Andrew O-25**

NETWORK SYSTEM PERFORMANCE INPUT FORM

IBRD Site Name: Palmetto Police IBRD

**ATTACHMENT 2 to IBRD CONTRACT ADDENDUM**

Customer Name:  
City of Palmetto  
1115 10th Street W  
Palmetto, FL 34221

**EQUIPMENT LIST**

**IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES**

Receiver(s) Cushcraft PC 18513N and CSI-AY 806-960-14

Repeater(s) ADRF-25K

Conduit or space for the wire/fiber/cable to connect the receiver(s) and the repeater(s)

BDA placed in the wiring closet.

Wire/fiber/cable 1/2" Trolley plenum coax

Antennas Andrew Cellmax-O-25