

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

2011-070
11/000499

**RESOLUTION APPROVING AGREEMENT WITH CELLCO PARTNERHSIP D/B/A
VERIZON WIRELESS FOR IN-BUILDING COVERAGE SYSTEM**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Sarpy County Sheriff's Office desires to enter into an agreement with Cellco Partnership d/b/a Verizon Wireless for the installation, maintenance, and operation of an in-building coverage system.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the agreement with Cello Partnership d/b/a Verizon Wireless for an in-building coverage system at the Sheriff's Office located at 8335 Platteview Rd., copies of which are attached.

BE IT FURTHER RESOLVED by the Sarpy County Board of Commissioners that the Chairman of this Board is authorized to sign the attached agreement with Cello Partnership d/b/a Verizon Wireless and any other related documents the same being approved by the Board.

DATED this 8th day of March, 2011.

Moved by Jim Warren, seconded by Jim Thompson, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Kimberly

none

none

Jim Warren

ABSTAIN:

[Handwritten signatures]

none

Dee Noughtaling
County Clerk



Verizon Wireless In-building Agreement

This In-building Agreement ("Agreement") between Cellco Partnership, d/b/a Verizon Wireless, a Delaware General Partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its affiliates ("Verizon Wireless") and Sarpy County 1210 Golden Gate Drive, Papillion, NE 68046 ("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 Agreement.

1. In-building Equipment is defined as follows:
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 Agreement shall include 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 this Agreement or Amendment. For purposes of this Agreement, "Term" shall be defined as that period of time when the customer continues to occupy the space which is the subject of this Agreement and continues to utilize Verizon Wireless services there in accordance with the terms of this Agreement or Amendments thereto.
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 will provide one location where the customer owned internal system can be attached to receive the Verizon Wireless signal via coaxial cable. All ownership and maintenance of equipment before this point is the responsibility of Verizon Wireless. Example of equipment before this point (Verizon Wireless owned equipment) includes but not limited to repeaters, remote monitoring equipment, cabling, lightning protection and external antennas as listed in parts list. All equipment and cabling and system design attached after this point is the responsibility of the customer.
5. Customer grants Verizon Wireless access to premises 24 hours per day, seven days per week as necessary 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' network or services. Routine maintenance and repairs will be conducted during normal business hours unless otherwise mutually agreed by the parties. Customer acknowledges that in the event that such 24 hour access cannot be provided, there may be instances where service may be interrupted or adversely effected because of delays in authorizing access for emergency repairs/maintenance.
6. 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.
7. Except as disclosed to and acknowledged in writing by Verizon Wireless, Customer 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 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 building permits, inspections or other approvals; (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. Customer shall indemnify, defend and hold Verizon Wireless harmless from any cost, claim, damage or liability (including but not limited to reasonable attorneys' fees and costs) resulting from any breach of the representations and warranties in this paragraph.
8. In consideration of this License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under separate Agreement. 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.

March 2, 2011

Verizon Wireless Matter 710-31157-2011

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

9. 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' 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.
10. This Agreement shall become effective when signed by both Parties.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS**

By: Mark Wibts

Name: Mark Wibts

Title: Director Contracts

Date: 4/23/2011

SARPY COUNTY - PAPILLION, NE

By: Tom Richards

Name: Tom Richards

Title: Chairman, County Board

Date: 3/8/11

**ATTACHMENT 1 to
In-building Agreement**

Customer Name:

Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Premises Address:

8335 Platteview Road
Papillion, NE 68046

IN-BUILDING SYSTEM TO BE INSTALLED IN THE PREMISES

Part	Manufacturer Part #		
BDA - Digital Dual Band	CSI	CSI-DSP85, B Cell - F & D PCS	1
BDA - Digital Single Band	CSI	CSI-DSP85-U7C, Upper C	1
BDA Monitoring	CSI-AI	VZ Monitoring	1
Donor Antenna	CSI	CSI-AY/746-896/11	1
Donor Antenna	Digital Antenna	489 - DB	1
Indoor Ant	Andrew	Cellmax-O-CPUSE	8
TX Line - Plenum	Andrew	HL4RP-50A	1250
TX Line - Black PVC	Andrew	LDF4-50A	200
Splitter	Andrew	S-2-CPUSE-L-N	2
Splitter	Andrew	C-10-CPUSE-N	2
Splitter	Andrew	C-6-CPUSE-N	2
Connectors	Andrew	L4TNM-PS	32
Crossband Coupler	CSI	CSI-700-2500	1
Non Pen Mount w/ Blocks	Rhon	NFM125	1
Lightning Protector	Polyphaser	DSX-L	2

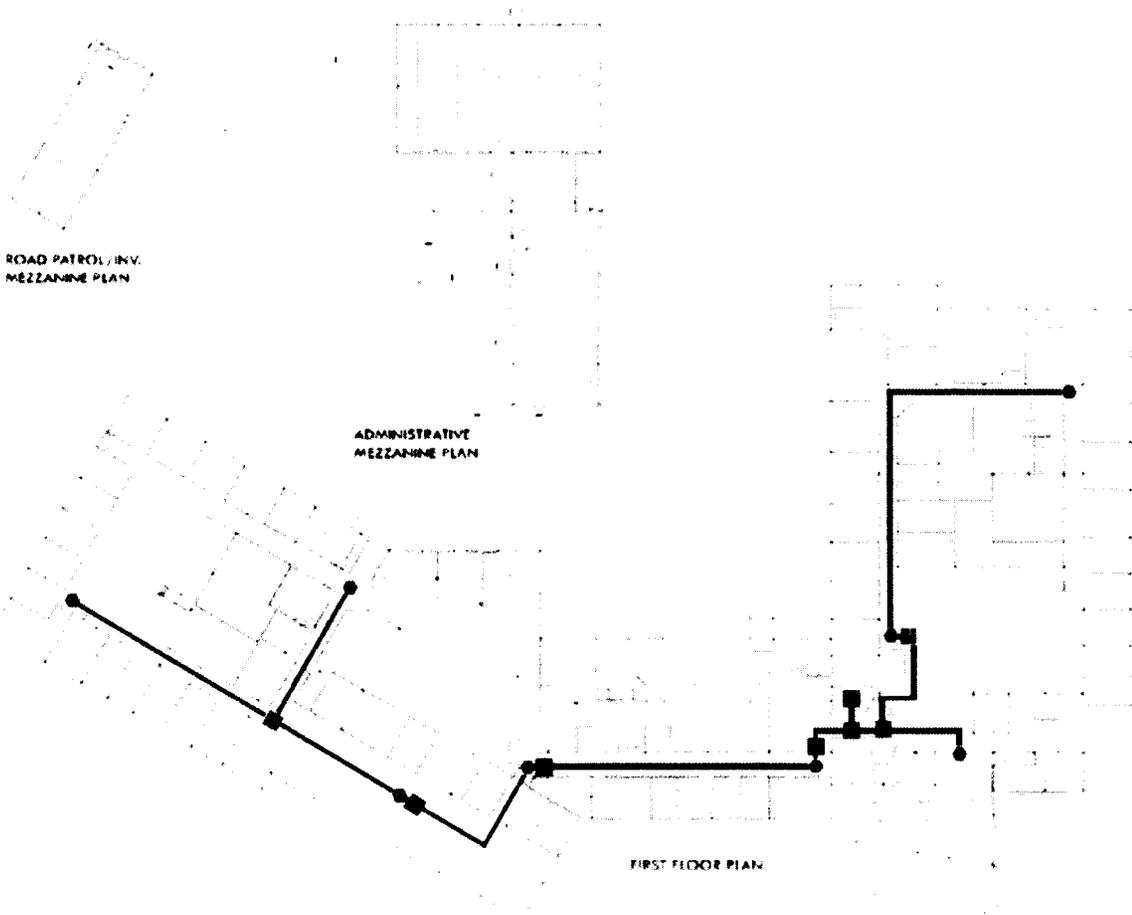
March 2, 2011

Verizon Wireless Matter 710-31157-2011

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Coverage System Design _____

- Repeater
- 2-WAY Splitter
- 6db Coupler
- 10db Coupler
- Indoor Antenna
- Plenum Coax cable



SARPY COUNTY LAW ENFORCEMENT CENTER
FLOOR PLANS
3/32"=1'

March 2, 2011

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Verizon Wireless Matter 710-31157-2011

ATTACHMENT 2 IN-BUILDING AGREEMENT

Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

To: Sarpy County Board of Commissioners
From: Beth Cunard
Re: In-Building Coverage Agreement

A bi-directional antenna was budgeted for in the Law Enforcement Center Bonds. This equipment will provide cellular coverage inside the new Sheriff's Office. The cost for installation and equipment will be shared by Sarpy County and Verizon Wireless.

Purchasing recommends approval of the attached agreement. If you have any questions, please feel free to contact me at (402) 593-4476.

March 3, 2011


Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Capt. Williamson