

33958

**Verizon Wireless In-Building Agreement
for Customer Provided
In-building Radio Distribution Equipment**

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 City of Long Beach at 333 West Ocean Blvd., Long Beach, CA 90802 ("Customer") governs the installation and operation of in-building radio distribution equipment ("Customer-Provided Equipment") that is provided to Customer by a party other than Verizon Wireless and that is capable of operating on Verizon Wireless Frequencies (as defined below).

1. Under applicable regulations of the Federal Communications Commission ("FCC"), Verizon Wireless are the exclusive licensees of certain radio frequencies ("Verizon Wireless Frequencies") used in connection with the Wireless Service provided to Customer under the Agreement. Verizon Wireless grants Customer permission to operate Customer-Provided Equipment on Verizon Wireless Frequencies, subject to the terms and conditions of this Agreement.
2. The permission granted by Verizon Wireless to Customer under Section 1 above shall continue for the Term of the Agreement as may be amended, unless withdrawn by Verizon Wireless as provided below. If Customer ceases to be a Verizon Wireless Subscriber, Customer shall immediately cease operating any Customer-Provided Equipment on Verizon Wireless Frequencies. If Customer is vacating any premises where Customer-Provided Equipment has been installed, Customer shall arrange for the removal of the Customer-Provided Equipment. 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. No Customer-Provided Equipment shall be operated on the Verizon Wireless Frequencies unless Verizon Wireless has approved both the manufacturer and the model device for such use. All Customer-Provided Equipment shall be properly installed on Customer's premises according to manufacturer or Verizon Wireless specifications or requirements. Customer 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 Agreement. Customer-Provided Equipment operated on the Verizon Wireless Frequencies under this Agreement shall be installed only in buildings where premises owned or leased by Customer are located ("Customer Premises") and shall be operated by or on behalf of Customer for use primarily by Customer and its invitees. Customer shall not impose any charge on any third party for accessing Verizon Wireless services via the Customer-Provided Equipment or intercept, alter, record or store communications using Verizon Wireless services passing over Customer-Provided Equipment. This Agreement does not authorize the resale or redistribution of Verizon Wireless services, whether on Customer Premises or elsewhere.
4. Customer grants Verizon Wireless the right at any time upon not more than twenty-four (24) hours prior oral or written 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. 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.
5. Verizon Wireless or its local affiliates are the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless services are provided. 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, Customer shall power down, disconnect or deactivate such equipment, and shall not resume operating such equipment on Verizon Wireless Frequencies until Verizon Wireless notifies Customer that the cause of such interference has been remedied. Verizon Wireless may withdraw the permission granted pursuant to Section 1 of this Agreement if Verizon Wireless determines that permanent disconnection of Customer-Provided Equipment is necessary to remedy interference to Verizon Wireless's network or services, and upon notice thereof Customer shall permanently cease operating such equipment on Verizon Wireless Frequencies.
6. 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 Customer Premises Verizon Wireless or its authorized representatives may access hereunder; (ii) Customer 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) Customer has obtained or will obtain all required permits, inspections or other approvals necessary for the installation and operation of Customer-Provided Equipment; (iv) Customer has no knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on Customer's Premises, or within the building where Customer'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 Agreement with respect to any Customer-Provided 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 the installation, operation, use or removal of any Customer Provided Equipment or from any breach of the representations and warranties in this paragraph.

7. This Agreement shall become effective when signed by both parties

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

By: [Signature]

Name: Todd Loccisano

Title: Exec. Dir. - E&G Contract MGMT

Date: 8/19/2015

CITY OF LONG BEACH, CA
Assistant City Manager

By: [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Name: Patrick H. West

Title: City Manager

Date: 7/30/15

APPROVED AS TO FORM

July 22, 2015
CHARLES PARKIN, City Attorney

By: [Signature]
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

City Clerk of Long Beach

By: [Signature]
Name: POONAM DAVIS
Title: CITY CLERK
Date: 8/5/15

15 AUG 27 PM 2:07
LONG BEACH, CA
CITY CLERK
RECEIVED

**ATTACHMENT 1 to
In-building Agreement**

Customer Name:

City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802

Premises Address:

2990 Redondo Avenue
Long Beach, CA 90806

**CUSTOMER INSTALL/OWN/ MAINTAIN IN-BUILDING SYSTEM TO BE INSTALLED IN THE
PREMISES**

Qty	Description
1	700-2700 10/11DBI YAGI ANTENNA
1	50 OHMS - 1/2" SUPERFLEXIBLE FOAM DIELECTRIC COAX CABLE - FSJ SERIES
1	RG142 JUMPER CABLE -2 FEET - ICA12-50JPL - N MALE / N MALE - IN-BUILDING
120	1/2" FOAM CELLFLEX CABLE
1	N FEMALE OMNI FIT CONNECTOR FOR LCF12-50 CABLE
1	N MALE RAPID FIT CONNECTOR FOR LCF12-50 CABLE
2	N MALE OMNI FIT CONNECTOR FOR LCF12-50 CABLE
1	700-2700 MHZ LIGHTNING DC BLOCKED FILTER PROTECTORS - N MALE / N FEMALE CONNECTORS
1	UNIVERSAL GROUND BAR
1	NODE A4 OUTDOOR WALL MOUNT
1	DONOR ANTENNA MOUNT MISC HARDWARE
1	NODE A 4 - SYSTEM RACK
1	NODE A - DUMMY CARD
2	GROUNDING KIT FOR 1/2" ALUM OR COPPER
1	NODE A - DCM AF 737 - 94 DB GAIN - SELECTIVE REPEATER - 700 MHZ (UL: 698-716 MHZ AND 776-787 MHZ / DL: 728-757 MHZ) - N FEMALE

1	NODE A - DCM AF 1937 - 94 DB GAIN - SELECTIVE HIGH POWER REPEATER - PCS1900 (UL: 1850-1915 MHZ / DL: 1930-1995 MHZ) - N FEMALE
1	NODE A - DCM AF 8537 - 94 DB GAIN - SELECTIVE HIGH POWER REPEATER - CELL850 (UL: 824-849 MHZ / DL: 869-894 MHZ) - N FEMALE
1	NODE A - COMBINER KIT 698-787 MHZ / 824-894 MHZ / 1850-1995 MHZ / 1710-2155 MHZ
1	MISC ITEMS, CONTIG

9	UNIVERSAL WIDEBAND ANTENNA - 150-6000 MHZ - N-FEMALE CONNECTOR
32	RG142 JUMPER CABLE -2 FEET - ICA12-50JPL - N MALE / N MALE - IN-BUILDING
800	PLENUM RATED LOW-LOSS COAXIAL CABLE 1/2"
26	N FEMALE OMNI FIT CONNECTOR FOR LCF12-50 CABLE
1	DIPLEXER (80-520 / 698-2700 MHZ) - N CONNECTORS, LOW PIM
3	6 DB COUPLER
1	3-WAY WILKINSON POWER SPLITTER - LOW LOSS - 380-2700 MHZ - TYPE N CONNECTORS
2	10 DB COUPLER
3	2-WAY COUPLER