



City of Grand Island

Tuesday, March 23, 2010

Council Session

Item G15

#2010-83 - Approving Contract with US Cellular for Cellular Telephone Services for the Police Department

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: March 23, 2010

Subject: Cellular Phone Service

Item #'s: G-15

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department cell phones and service has been provided under the State of Nebraska contract with Verizon Wireless for cost per minute plans. The Department also has several phones on Verizon's Friends and Family plan that provide additional services. The Police Department has experienced difficulties with responsiveness to service and the quality of service received from Verizon. The Department is recommending changing our cellular service to U.S. Cellular. The service with U.S. Cellular for cost per minute would be provided under State contract #29038(04). Phones with additional services would be provided under U.S. Cellular's Biz Share plan.

Discussion

Cellular telephones are a valuable tool used extensively in Police work and especially in investigations. Members of the Police Department routinely use cellular phones to perform duties. They have become a necessity in conducting investigations.

The Police Department cellular phone service is currently through Verizon. The Department has several cell phones that are on a State contract cost per minute plan and several phones on Verizon's Friends and Family plan that provides additional services such as texting and State or nation wide coverage.

The Police Department's cellular telephone service has been through Verizon for the past year. During this period the Department has had difficulty with receiving service and the quality of service received. All service is required to go through the State of Nebraska Department of Communications and a State certified service provider. Verizon does not have a State certified service provider in Grand Island. The Grand Island Verizon service center will not perform any services until receiving authorization from Lincoln. Once they receive authorization, we must go to the Verizon center and wait in line for service. This creates delays and multiple steps when requiring service. Replacement cell phones are specified under the State contract and are mailed out from Lincoln when one of our phones is

inoperable. We are required to mail the inoperable phone to Lincoln. We have found the replacement phones to be of low quality and one of them has already failed within months of being put into service. The Verizon representative was unresponsive when we attempted to discuss these issues and possible remedies such as local service with them.

The Department reviewed other plans available for cellular service in Grand Island. U.S. Cellular also has a State contract, #29038(04) for providing cost per minute cellular services. U.S. Cellular provides a plan, Biz Share that is cost competitive with and in some areas exceeds Verizon's Friends and Family plan. The Biz Share plan provides unlimited free texting and does not charge for incoming calls. The total cost difference of the services under the Verizon and U.S. Cellular plans appears to be revenue neutral. U.S. Cellular's cellular coverage is compatible to Verizon.

U.S. Cellular provides a State certified service provider in Grand Island. The Department can take phones directly to the service provider or in some cases the service provider would come to the Law Enforcement Center to provide assistance. Phone repair and replacement are handled immediately in Grand Island. The replacement cell phones provided by U.S. Cellular are comparable in quality to the phones currently in use in the Department which have proved to be reliable. U.S. Cellular is providing five spare phones to the Police Department that can be put into service if needed without requiring the purchase of a phone. The cost of replacement phones that are out of contract is less than the Verizon replacement phones.

The Police Department recommends contracting with U.S. Cellular for Police Department cellular phone service. The cost of the service is revenue neutral and U.S. Cellular can provide better and more responsive service to the Department.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Postpone the issue to future date
3. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Police Department contracting with U.S. Cellular for cellular telephone service.

Sample Motion

Move to approve the Police Department contract with U.S. Cellular for cellular telephone services.



Proposal and Cellular Service Agreement

Between

U.S. Cellular[®]

And

Grand Island Police Dept.

Eric E. Pearson
Business Account Executive
402-917-0319
Eric.pearson@uscellular

CONFIDENTIAL
Offer expires 03/24/2010



AGREEMENT OVERVIEW

United States Cellular Corporation ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to Grand Island Police Dept. U.S. Cellular® is a financially sound wireless provider that offers an advanced wireless network which has been aggressively expanded over the last 15 years. U.S. Cellular will continue to expand its network and seek opportunities to maintain U.S. Cellular's standing as a leader in the industry. U.S. Cellular will provide Grand Island Police Dept. with cost effective rate plans, products and services based on their business needs, and unmatched customer service and support.



U.S. CELLULAR® INFORMATION

The Company

Chicago-based U.S. Cellular Corporation (AMEX: USM) is a national wireless company, serving 6.2 million customers. With 2008 service revenues of \$3.9 billion, U.S. Cellular maintains one of the industry's highest levels of customer satisfaction by emphasizing customer support, quality network coverage and a comprehensive range of wireless products and services. The company is an active corporate citizen through charitable contributions, award-winning community relations programs and associate volunteer activities.

Founded in 1983, U.S. Cellular and its 9,000 associates are focused on total customer satisfaction, delivering excellent customer service, offering customers great products and services, and generating profitable growth for the company's investors.

U.S. Cellular provides its customers with superior support through its five state-of-the-art Customer Care Centers (CCC). These are located in Tulsa, OK; Cedar Rapids, IA; Waukesha, WI; Knoxville, TN; and Bolingbrook, IL. In addition to our Business Account Executives (BAEs), U.S. Cellular also operates over 400 retail locations nationwide and has more than 1,100 agent partners.

U.S. Cellular enjoys one of the highest customer retention rates in the industry. The company serves both individual and business customers with many different wireless products and services.

To ensure customers have exceptional call quality and clarity – as well as access to advanced data services – U.S. Cellular invests millions of dollars annually in technological enhancements to improve its networks. The company has converted its network to CDMA-1X digital technology and EV-DO rev. A (varies by market), adding more voice capacity, high-speed data products and features, and expanded coverage areas..

U.S. Cellular fully supports the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code, which helps customers make informed choices when selecting wireless services and rate plans, and is proud to be recognized by the CTIA as a carrier permitted to display their official certification seal. We believe delivering complete customer satisfaction is our most important job and feel the CTIA's move to develop a formal code for wireless consumers will only enhance their wireless experience.



TECHNOLOGY AND NETWORK

U.S. Cellular® has chosen CDMA (Code Division Multiple Access) 1XRTT and EV-DO rev. A as the primary technology for delivering outstanding voice and data service (technology varies by market). It is one of the most secure technologies available for wireless communication in the world today. CDMA is a "spread spectrum" technology, allowing many users to occupy the same time and frequency allocations, in a given band/space. CDMA systems have been in commercial use since 1995. CDMA networks operate in the 800 and 1900 MHz frequency bands with the primary markets in North America.

- **Outstanding Voice and Call Quality**

CDMA filters out background noise, cross-talk, and interference so you can enjoy crystal-clear voice quality, greater privacy, and enhanced call quality. Qualcomm's CDMA variable rate vocoder translates voice into digital transmissions, zeroes and ones, at the highest translation rates possible (8kbps or 13kbps). This allows for crystal clear voice and also maximizes your system capacity.

- **Greatest Coverage for Lower Cost**

CDMA's spread spectrum signal provides the greatest coverage in the wireless industry, allowing networks to be built with far fewer cell sites than is possible with other wireless technologies. Fewer cell sites translate to reduced operating expenses, which results in savings to both operators and consumers.

- **Packet Data**

CDMA networks are built with standard IP packet data protocols. Other networks require costly upgrades to add new data equipment in the network and will require new data phones. Standard cdmaOne phones already have TCP/IP and PPP protocols built into them.

- **Mobile Broadband**

Our CDMA infrastructure has recently allowed for implementation of EV-DO technology in some markets. The result is 3G technology that supports faster data rates and even greater network capacity. Download speeds with an EV-DO compatible handset or internet air card can range from 600kbps – 1 mbps and upload speeds range from 400 – 500 kbps. The result is faster access to critical information.

- **Longer Talk Time, Longer Battery Life and Smaller Phones**

You can leave your phone on with CDMA. CDMA uses power control to monitor the amount of power your system and handset need at any time. CDMA handsets typically transmit at the lowest power levels in the industry, allowing for longer battery life which results in longer talk time and standby time. CDMA handsets can also incorporate smaller batteries, resulting in smaller, lighter-weight phones. Easier to carry. Easier to use.



- **Fewer Dropped Calls**

CDMA's patented "soft handoff," method of passing calls between cells sharply reduces the risk of disruption or dropped calls during a handoff. The process of soft handoff leads to fewer dropped calls as 2 or 3 cells are monitoring your call at any given time.

- **Improved Security and Privacy**

CDMA's digitally encoded, spread spectrum transmissions resist eaves dropping. Designed with about 4.4 trillion codes, CDMA virtually eliminates cloning and other types of fraud.

- **Greater Capacity**

CDMA allows the largest number of subscribers to share the same radio frequencies, helping service provider's increase their profitability. CDMA uses spread spectrum technology which can provide up to 10-20 times the capacity of analog equipment and more than three times the capacity of other digital platforms. With dual-mode phones, CDMA is compatible with other technologies for seamless widespread roaming coverage.

- **Reduced Background Noise and Interference**

CDMA combines multiple signals and improves signal strength. This leads to the near elimination of interference and fading. Both electrical background noise (computer noise) and acoustic background noise (background conversations) are filtered out by using narrow bandwidth which corresponds to the frequency of the human voice. This keeps background noise out of your conversations.

- **Rapid Deployment**

CDMA systems can be deployed and expanded faster and more cost effectively than most wire line networks. And because they require fewer cell sites, CDMA networks can be deployed faster than other types of wireless networks.

- **Wide Product Selection**

Qualcomm has licensed CDMA technology to over 65 leading communications manufacturers' worldwide, enabling service providers and customers to choose from a wide range of highly advanced, cost-competitive, CDMA-based products.



SUMMARY OF U.S. CELLULAR[®] BENEFITS

- Large network of retail locations that can provide battery swap service at no additional cost
- State-of-the-art wireless network.
- Complete portfolio of value-added corporate rate structures to meet the varying needs of our business customers.
- Specialized business customer support teams to work closely with customers to understand their business needs.
- Tenured, experienced Business Account Executives to recommend the best wireless plans and services for private-sector, business, and government customers.
- Specialized, dedicated Business Customer Service team available by toll free number, to support business and government accounts.
- Local sales support available for on-site user training, deliveries and other assistance.
- Highest quality products and services at a competitive price.
- Extensive experience working with large corporate and government accounts (References available upon request).
- Industry leading customer retention record.
- Strong local presence, and community involvement.



LOCAL SERVICE AND SUPPORT STRUCTURE

U.S. Cellular® provides specialized Support Teams for its business and government accounts. These individuals are some of U.S. Cellular's most experienced, tenured associates whose focus is to provide personalized and professional service.

Dedicated Local BAE:

U.S. Cellular provides a **Business Account Executive (BAE)** to business and government accounts for personal and local sales representation. These representatives work closely with customers to understand their business needs and offer services and rate plans specifically suited to those needs.

Eric E. Pearson
402-917-0319
Eric.pearson@uscellular.com

Dedicated Local Sales Support Specialist:

U.S. Cellular will provide a local Sales Support Specialist to assist your business account by facilitating phone training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services, and other field support.

Russ Batenhorst
402-519-1897
Russ.batenhorst@uscellular.com

Business to Business Billing Support:

Grand Island Police Dept. will also have access to a specialized Business to Business Customer Service and Billing Support Team.
Business Support – 1-800-819-9373

Battery Support

U.S. Cellular retail locations will be equipped to exchange your associate's handset batteries at no cost to Grand Island Police Dept. or the end user. Device must be active with U.S. Cellular® service and be one of the many devices supported by the U.S. Cellular® Battery Swap Program.

Roamer Support Center

U.S. Cellular's Roamer Support Center is open 24 hours a day 7 days a week and can assist customers when they are roaming and encountering problems placing or receiving calls.

Roamer Support Center: 1-888-872-7462



Recommended Rate Plans

U.S. Cellular® offers a variety of business rate solutions designed for Grand Island Police Dept. specific needs.

All of U.S. Cellular's Corporate Custom and BizShare plans include nationwide long distance calling as well as productivity tools such as voice mail, caller ID, call waiting, call forwarding, detailed billing (at your request) and 3-way calling at no additional charge.

\$199.99 National Promotional BizShareSM 4000 plan (\$199.99 rate is for 2 users)

- 4,000 Monthly Anytime Minutes, pooled together
- Additional \$10 per line monthly recurring charge for additional lines
- Choice of 2 vertical features: Unlimited Incoming Calls, Unlimited Mobile to Mobile, or Unlimited Night & Weekend Minutes starting at 7:00 P.M.
- Local overage rate \$.25 cents / minute
- Unlimited Text Plan - \$70
- Total monthly charge for 15 lines - \$399.99

\$4.50 State of Nebraska Custom ("pay per use" plan)

- Monthly Access Fee \$4.50 per line
- Anytime Minutes: 0
- Per Minute Rate \$0.07 per minute
- Home Rate Area: Wide Area Coverage
- Preferred Roaming Rate: \$0.39 / minute
- Free Nationwide Long Distance



Equipment – Handset Pricing

Grand Island Police Dept. will receive discounted equipment pricing that U.S. Cellular® will offer with a two-year service contract. The discounted pricing listed below applies to all new activations and eligible equipment upgrades.**

U.S. Cellular® phone handset and pricing offer:

Handsets and Accessories	
Model and/or Description	Price with 2yr. Service Agreement
Moto W385	\$.01
Leather Case	\$14.95
Car Charger	\$19.95

U.S. Cellular will offer Grand Island Police Dept. a pool of 5 W385's to be used as needed for the term of this agreement. (example: replacements for lost, stolen or for phones not eligible for upgrade**).

These handsets include a color screen, battery, wall charger and ear bud.
U.S. Cellular reserves the right to substitute comparable models due to manufacturer's availability.

**Lines of service on which the phone handset was purchased at least 18 months previously are eligible for upgrade at the discounted prices listed above.

Partner Employee Discount Program (PEDP)

(rates and discounts may be subject to change)

Discounted Service for Your Associates

Grand Island Police Dept.'s partnership with U.S. Cellular® qualifies your associates for a discount of 15% on their consumer wireless service! Both current and new customers employed by Grand Island Police Dept. will be able to take advantage of this discount and great customer service that U.S. Cellular has become known for.

Gaining access to the discount is easy! Associates simply visit www.uscellular.com/partner. Upon entering their name and corporate e-mail address they will receive an e-mail with their discount. They will then simply be prompted to continue with the process and have the discount applied.

Requirements:



- Grand Island Police must maintain 21 lines of service. (changes to the number of active lines on the corporate account may impact discount rate)
- Discount will only be applied to the voice plan portion
- Single line plans must have a monthly service charge of \$49.95 or greater
- Family Plans must have a monthly service charge of \$69.99 or greater
- Not eligible on Wireless Modem or data only plans



Terms of Agreement

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of execution of this Agreement. All lines will have coterminous end dates. If Grand Island Police Dept. should cancel its service before the expiration of this Agreement, or should elect not to renew its cellular service contract with U.S. Cellular upon expiration of the Agreement, any cellular lines that received equipment discounts within the previous (six months of service) will be charged full list price for each of those phones. This Agreement covers any lines of service added under this Agreement, and requires maintenance of a minimum threshold of 21 lines of service. The Terms and Conditions of Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to the Customer. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall govern and control.

- Grand Island Police Dept. - **Corporate Activation Fees are Waived – 60 Day Guarantee**
- **Termination Fees:** \$150.00/line per line. There will be no termination fees for lines canceled prior to the end of the coterminous contract date when the minimum threshold requirement of 21 lines is maintained. See terms and conditions for details on the pro-ration of termination fee pro-ration
- **Expiration Date of Contract:** Twenty-four months from date of contract signing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION

By : _____

Name: _____

Title: _____

Date: _____

CITY OF GRAND ISLAND

By: _____

Name: _____

Mayor: of Grand Island

Date: _____



Exhibit A

TERMS AND CONDITIONS OF AGREEMENT

These are the Terms and Conditions for Service between the customer ("you") and United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions applicable to each Service (typically included in the Service brochure) and (4) if you purchase data services, the additional terms posted at www.uscellular.com/termsandconditions.

Eligibility. You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for wide area rate plans.

Term. This Agreement is effective upon acceptance by us and continues until terminated in a manner as provided below. If the Agreement is terminated for any reason during the Initial Term ("IT") you may be assessed an Early Termination Fee ("ETF"). IT and ETF are specified in your Service Agreement. Each line of service shall be subject to a separate ETF. Starting in the 5th month of the Agreement, the ETF will be reduced by \$7.50/month (24 month IT) or \$18.50/month (12 month IT). Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

Termination by You. You may terminate Service at any time by notifying U.S. Cellular. A request to port your number will be a request by you to terminate Service.

Termination by U.S. Cellular. U.S. Cellular may terminate or suspend your Service if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date."

Use of Service. At least 50% of your monthly usage must be used in U.S. Cellular's licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations).

Payment and Due Date. You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other

discretionary goods and services (such as ringtones, graphics, games and other on-line content) regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number



Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly invoice. We may charge a late fee of up to \$5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment (except where prohibited by law).

Coverage. You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

Lost or Stolen Phones. You are responsible for all charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone you must report your phone as lost or stolen so that we may investigate your claim. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate.

Deposits. U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 12 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account.

Billing Practices. Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. **YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.**

Billing Out of Area Calls. Billing for some calls made/received by you outside of the home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

Changes to Relationship. We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material



Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

Privacy/Acceptable Use/Copyright. U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect process and share personal information about you or your account consistent with our privacy policy, available at www.uscellular.com, without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at www.uscellular.com.

Credit Information. You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.

Limits of Liability. U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

Disclaimer of Warranties. U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

Assignment. U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

Entire Agreement. This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION



AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

Directory Information. U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

No Waiver; Severability. U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

Errors. We reserve the right to correct any errors or omissions in the Agreement. These are the Terms and Conditions for Service between the customer ("you") and U.S. Cellular ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Order ("Service Order"), and (3) if you purchased data services, the license agreement posted at www.uscellular.com/termsandconditions.

RESOLUTION 2010-83

WHEREAS, cellular telephone service has become an important communications tool for law enforcement services, and

WHEREAS, the Grand Island Police Department has budgeted funds for cellular telephone services, and

WHEREAS, U.S. Cellular provides competitive plans and provides cost per minute services under State contract #29038(04) and competitive plans for plans with extended services, and

WHEREAS, U.S. Cellular provides adequate cellular coverage and local service to the Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the contract for cellular telephone services for the Police Department with U.S. Cellular.

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2010

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk