

RESOLUTION 2022-11 APPROVED: April 19, 2022

**A RESOLUTION AUTHORIZING THE
APPROVAL OF AN AGREEMENT WITH T-
MOBILE WIRELESS FOR CELL PHONES AND
AIRCARDS**

WHEREAS, the Village of Maple Park (hereinafter referred to as the "VILLAGE") is a body politic and corporate organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and,

WHEREAS, the VILLAGE has determined that an agreement between VILLAGE and T-Mobile for wireless cell phones and aircards is necessary in order to ensure that certain VILLAGE staff have wireless phones for use during daily operations and emergency situations; and,

WHEREAS, the VILLAGE has determined that it is reasonable and necessary to approve the wireless phone Agreement with T-Mobile for use of Village-owned wireless phones.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF MAPLE PARK, DEKALB AND KANE COUNTY, ILLINOIS, as follows:

SECTION 1. This Agreement shall remain in effect and full force until April 1, 2030, with a 30-day written termination notice clause.

SECTION 2. The Village shall require all employees, who are assigned a Village-owned wireless phone, to adhere to the Village's Wireless Communications Device Usage policy as set forth in Administrative Police 02, signed on August 7, 2007.

SECTION 4. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

ADOPTED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its Special Board Meeting held on April 19, 2022.

Ayes: Groezienger, Peloso, Spear, Ward

Nays: None

Absent: Rebone, Simon



ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Acting Village Clerk

Suzanne Fahnestock
Suzanne Fahnestock, Village President

T-Mobile Connecting Heroes Addendum

This T-Mobile Connecting Heroes Addendum ("**Addendum**"), which will be effective as of the date the second Party signs this Addendum below ("**Addendum Effective Date**"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Village of Maple Park Police Department a(n) Illinois Police Department, with its principal place of business at 302 Willow St Maple Park, IL 60151. ("**Customer**").

1. **Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's purchase and use of the Services will be governed by NASPO ValuePoint Contract No. MA176("Master Agreement").

(a) The terms and conditions of this Addendum or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum.

2. **Term; Termination:** Unless terminated under the terms of this Section 2, this Addendum will continue, provided the Master Agreement is in effect. This Addendum may be terminated: (i) for cause pursuant to the terms of the Master Agreement; or (ii) upon mutual written agreement by the parties; or (iii) by Customer upon 30 days prior written notice to T-Mobile; or (iv) after April 1, 2030, this Addendum may also be terminated by T-Mobile upon 30 days prior written notice to Customer.

3. **Offer/Pricing.**

- a. **Connecting Heroes Initiative Program - Mobile Data Plans include:**

Rate Plan	Monthly Recurring Charge/Line	Features
**Connecting Heroes \$0	\$0	-Unlimited talk and text -Unlimited High Speed Data - High Speed Smartphone Mobile Hotspot up to 1GB (then 3G speeds) - Video streaming – SD 480p - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter - Automated WPS enrollment
**Connecting Heroes AMP \$15	\$15*	-Unlimited talk and text -Unlimited talk, text and High Speed LTE Data - High Speed Smartphone Mobile Hotspot up to 20GB (then 3G speeds) - T-Mobile's Simple Global feature which includes free text and 2G data in

		<p>210+ countries and destinations (subject to change in T-Mobile's sole discretion);</p> <ul style="list-style-type: none"> - GoGo free WiFi on enabled flights - Talk, Text and up to 5 GB of 4G LTE Data in Mexico and Canada; 2G data thereafter- Video streaming – HD 1080p - Automated WPS enrollment
**Connecting Heroes Select	\$25*	<ul style="list-style-type: none"> - Unlimited talk, text, and high-speed data. - Additional benefits include 21GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. - Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. - Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. - Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. - Not Subject to the prioritization threshold - Automated WPS enrollment
**Connecting Heroes Advanced	\$34*	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. -Additional benefits include 41GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds. -Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS enrollment
**Connecting Heroes Ultimate	\$46*	<ul style="list-style-type: none"> -Unlimited talk, text, and high-speed data. - Additional benefits include 101GB of high-speed smartphone mobile hotspot, then unlimited 3G speeds.

		-Unlimited texting and data at up to 128kbps when traveling abroad to a Simple Global country. -Unlimited talk, text, and data speeds at up to 128kbps in Canada and Mexico. -Optimized video streaming at up to 480p Standard Definition, and Scam Shield via the T-Mobile Scam Shield app. -Not Subject to the prioritization threshold - Automated WPS enrollment
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* Price does not include applicable taxes, fees and surcharges. Included: Priority Access and Preemption for WPS-enrolled first responders smartphone lines, plus automated WPS enrollment. The Connecting Heroes \$0 Plan and Connecting Heroes AMP \$15 Plan are not eligible for any aggregate volume discount. Additional discounts may apply to the following Rate Plans and all are aggregate volume discount eligible: Connecting Heroes Select \$25 Plan; Connecting Heroes Advanced \$34 Plan; and Connecting Heroes Ultimate \$46 Plan.

For state & local fire, police, and EMS agencies' first responder lines; eligibility verified. Video streaming resolution varies by plan; 480p with Free & Select plans. **Coverage not available in some areas and may be impacted by emergencies; check your response area. Line eligibility subject to reverification. Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line (\$0.50 for RPF & \$2.99 for TRF) applies for paid plans; taxes/fees approx. 0–19% of bill. **RPF and TRF subject to change upon notice.** **WPS** eligibility must be confirmed by USDHS. **WPS** functionality (including priority access and preemption) may not be available while roaming; may default to 4G signal in areas with standalone-only 5G. Completion of calls not guaranteed. Unlimited talk & text features for direct communications between 2 people; others (e.g., conference & chat lines, etc.) may cost extra. Unlimited high-speed data US only. In Canada/Mexico, unlimited data at up to 128kbps on all plans with up to 5GB high-speed data for Amp, Advanced, & Ultimate plans. **Video streams** at up to 1.5Mbps. Activation required to deliver video streams at speeds that provide HD video capability (max 1080p) with Amp & Advanced plans and UHD video capability (max 4096p) with Ultimate plan; some content providers may not stream their services in HD or UHD. Optimization may affect speed of video downloads; does not apply to video uploads. **Tethering:** After plan allotment of high-speed data then unlimited on our network at max 3G speeds. For the small fraction of customers using >50GB/mo., primary data usage must be on smartphone or tablet. Smartphone usage is prioritized over Mobile Hotspot (tethering) usage, which may result in higher speeds for data used on device. **Int'l Roaming:** Usage may be taxed in some countries. Calls from Simple Global countries, including over Wi-Fi, are \$.20/min. (no charge for Wi-Fi calls to US, Mexico and Canada). Standard speeds approx. 128 Kbps with Free & Select plans; approx. 256 Kbps with Amp, Advanced & Ultimate plans. **Not for extended international use; you must reside in the U.S. and primary usage must occur on our network.** Device must register on our network before international use. Service may be terminated or restricted for excessive roaming. Coverage not available in some areas; we are not responsible for our partners' networks. **Network Management:** Program/Service may be **slowed, suspended, terminated, or restricted** for interference with our network or ability to provide quality service to other users or abusive/excessive use. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** at www.T-Mobile.com for additional information.

**Connecting Heroes plans are restricted to qualifying state government, local government and tribal government fire, police, and EMS agencies who verify eligibility. Final eligibility determinations are in T-Mobile's discretion. Meeting one of the following NAICS Codes is required, but is not the sole basis for eligibility: Police Protection 922120 Fire Protection 922160, Ambulance Safety Services 621910. Additionally, qualifying in one of the following subcategories is required:

- Police, fire, or emergency medical services first responders
- Public safety or law enforcement command -Police, sheriff, fire, or emergency medical services
- Police or fire chiefs and their staff -Police or fire field command
- Police or fire dispatch -911 call centers

4. **Total Line Eligibility and Line Limits.** To be eligible, Customer must be a police, emergency medical technician (EMT), fire, or non-profit responder agency. Customer is eligible for a combined total of 8

lines of Service using any combination of Connecting Heroes rate plans ("Line Limit"). Line Limits are based on number of personnel performing first responder functions as described in this Section 4 ("Qualifying Headcount"). By way of example only, Qualifying Headcount will include, but will not be limited to, firefighters, EMTs, police officers, and dispatchers, but will not include, by way of example only, maintenance staff and office staff. In its sole discretion, T-Mobile will review the Customer's Line Limit based on Customer's Qualifying Headcount. T-Mobile may request documentation from Customer relating to its Qualifying Headcount. T-Mobile may also re-verify Customer's Qualifying Headcount on a regular basis during the Term of the Addendum. Changes in Customer's Qualifying Headcount may affect Customer's total Line Limit.

5. **Subsidized Rate Plans.** If Customer has existing lines of Service with T-Mobile that have subsidized devices with term commitments ("Subsidized Lines"), and Customer wishes to move these Subsidized Lines to these Connecting Heroes rate plans, Customer agrees to comply with the requirements of those subsidized rate plans, including, but not limited to reimbursement to T-Mobile for device subsidies, if applicable.
6. **Priority Access and Preemption/Wireless Priority Service.** T-Mobile will provide Customer with priority voice and data access and preemption ("Priority Access and Preemption") when using T-Mobile's wireless network subject to the following:
 - a. Priority Access and Preemption Service Description. Priority Access and Preemption provides specialized treatment of voice and data sessions during times of high network utilization for approved first responder Customer. Priority Access and Preemption will be provided at no additional cost to approved eligible Customers subject to the terms, conditions, and limitations herein. In order for Customer to receive Priority Access and Preemption, Customer must register and be eligible for Wireless Priority Service ("WPS") with the U.S. Department of Homeland Security ("DHS"). The process for WPS registration under this Addendum is described in Section 6.c. below.
 - b. WPS Service Description and Eligibility. WPS was created by DHS and is designed to provide voice calling priority to government-approved wireless subscribers in certain emergency situations across providers. To receive WPS for qualifying Employees of Customer, Customer must first register with DHS. The DHS determines a customer's eligibility for WPS and the level of priority a customer will receive. If Customer is approved by the DHS, T-Mobile will provide WPS to Customer at no charge. For technical support related to WPS, Customer must contact the DHS at 866-627-2255 or support@priority-info.com. Customer acknowledges that (i) the WPS program is governed by DHS; (ii) Customer is subject to all applicable DHS program rules and limitations; and (iii) continued WPS eligibility is determined by and subject to approval of DHS.
 - c. WPS Enrollment/Registration. By executing this Addendum, Customer agrees to enroll for WPS, and authorizes T-Mobile to submit a registration application with DHS on Customer's behalf (including managing WPS line additions or removals on behalf of Customer) unless the Customer opts out of enrollment as described in subsection d. below. T-Mobile's submission of Customer's WPS registration application is contingent on the Customer's agreement to all DHS terms and conditions of the WPS program including, but not limited to, the following: (i) Customer continues to have an organizational mission which supports National Security/Emergency Preparedness

("NS/EP") as this mission is defined by DHS at <https://www.cisa.gov/gets-eligibility> ; (ii) Customer identifies a Customer Point of Contact ("POC") to manage the WPS account; and (iii) Customer certifies that all Customer users on whose behalf Customer request WPS meets all DHS and Federal Communication Commission ("FCC") requirements for WPS eligibility. WPS requirements can be found at <https://www.cisa.gov/sites/default/files/publications/WPS%20Eligibility.pdf>.

In addition, Customers acknowledges and agrees that T-Mobile will share limited Customer information with DHS to complete WPS enrollment on behalf of Customer. By executing this Addendum, Customer authorizes T-Mobile to share with DHS: (i) the Customer's organizational name, (ii) internal T-Mobile account number, device number(s), and (iii) the following POC information for Customer: (a) first and last name; (b) phone number; and (c) physical address. In the event DHS requires additional Customer information for WPS enrollment, Customer will agree to exercise commercially reasonable efforts to provide this information to T-Mobile, and provide any and all consents required by T-Mobile pursuant to applicable law in order to provide this information to DHS on behalf of Customer.

- d. WPS Enrollment Opt-Out. Customer can elect not to receive the benefit of the WPS program and the T-Mobile-specific benefits of Priority Access and Preemption by opting out of automatic enrollment of WPS as described above. Customer must notify T-Mobile in writing within 14 days of the effective date of this Addendum of its election not to participate in WPS enrollment/registration. Customer may also notify T-Mobile of its desire to withdraw from WPS registration after enrollment by providing T-Mobile written notice.
- e. Limitations/Disclaimers. Priority Access and Preemption is for Domestic traffic only on T-Mobile's Network and requires T-Mobile approval of both end users and devices. Features, coverage and service are not available everywhere and are subject to change. Priority Access and Preemption is not available while roaming on another carrier's network or while connected to Wi-Fi. In areas with standalone 5G, WPS functions may cause data service to default to 4G LTE. Priority Access and Preemption provides WPS users with voice and data priority over standard users on the T-Mobile Network, but does not guarantee voice and data network access. End users with the same priority will be prioritized on a first-come, first-serve basis. Priority Access and Preemption service are subject to the wireless coverage and service limitations described in the Customer's Master Agreement. T-Mobile reserves the right to discontinue this service at any time to an end user for abusive or excessive use of T-Mobile's Network.

- 7. **Use of Service (Body-Worn Cameras).** The parties acknowledge and agree that the lines of Service under this Addendum may be activated (via either: (i) Customer provided Devices; or (ii) T-Mobile provided Devices or SIM cards) for smartphone-based body-worn camera use ("**Body-Worn Solution**") to be utilized by Customer in connection with their first responder functions, subject to the terms, conditions and limitations herein. The Body-Worn Solution (which, for purposes of this Addendum, includes any embedded software and other applications/platforms/solutions in or on the Devices) generally are recognized to have benefits that may include, among other things, collection of audio and/or video footage (e.g., during officer-community interactions) (collectively, "**Video**"), sending/receiving of real-time alerts, and transmission of telemetry data (e.g., officer's GPS location). Customer acknowledges and agrees to the following terms and

conditions with respect to Body-Worn Solution that are activated on lines of Service under this Addendum:

- a. Customer-Provided Devices. If T-Mobile is providing only lines of Service under this Addendum, Customer, and not T-Mobile, is solely responsible for procuring, maintaining, determining compatibility and operating the Body-Worn Solution. T-Mobile will not provide any technical or other support with respect to the Body-Worn Solution or the Customer provided Devices. Customer represents and warrants to T-Mobile that all Customer-provided Devices: (i) have an LTE connection; and (ii) are compatible with T-Mobile's Service.
- b. T-Mobile Provided Devices. If T-Mobile is providing lines of Service and will also provide Devices under this Addendum that will be used for the Body-Worn Solution, T-Mobile will assist the Customer with any troubleshooting as to the T-Mobile provided Devices; provided however, T-Mobile will not provide any technical or other support with respect to the embedded software/applications/platforms/solutions in or on the Devices to operate the Body Worn Solution.
- c. Livestreaming/Excessive Use. Customer and its end-users acknowledge and agree that the Service under this Addendum is not intended to support continuous uninterrupted/sustained livestreaming of Video from the Body-Worn Solution at any time (e.g., officers live streaming Video of officer-community interactions from the Body-Worn Devices via T-Mobile's LTE network to a police, command or dispatch center). Customer acknowledges and agrees that sustained or uninterrupted use of, and/or simultaneous use by, a number of Devices operating the Body-Worn Solution may exceed available network capacity which would impact Service speed and availability. Service shall continue to be governed by and be subject to the terms and conditions of the Master Agreement, including, but not limited to, T-Mobile's disclaimers on service availability and T-Mobile's right to secure, protect, improve and/or manage its Network. Further, T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this Addendum with 30 days written notice.
- d. Video Uploading/Excessive Use. Customer and its end-users of the Service will not use the Service to upload any Video from the Body-Worn Devices to any cloud-based, on-premise, or other evidence/data management system in a manner that will exceed the 50 GB data usage threshold described in subsection c. above. T-Mobile may at its sole discretion monitor and require Customer to implement mitigation efforts in the event line(s) of Service have data usage exceeding 50GB/month for more than two consecutive billing cycles. Should Customer not implement and enforce mitigation efforts that bring data usage below the 50GB/month limit after two consecutive billing cycles, T-Mobile shall have the right to request adjustment of Customer's rate plan applicable to the Service upon 30 days' written notice to Customer. Should the parties not be able to agree on a rate plan adjustment, either party may elect to terminate this addendum with 30 days

written notice. To avoid exceeding the 50 GB data usage threshold, uploads should be done via Customer provided wi-fi or wired broadband connection (e.g., Video could be uploaded via in-vehicle modem or at Customer's premises via wi-fi network service that is provided by Customer).

- e. **Notice to End-Users.** Customer will ensure that all end-users of the Service are aware of the requirements and limitations set forth in this Section. It will be Customer's sole responsibility to implement and enforce policies regarding permitted and prohibited use(s) of the Services. Should T-Mobile determine that Customer and/or its end-users have not adhered to the requirements/limitations of this Section, then, in the event the parties are unable to mutually agree on a resolution to Customer's excess network usage, T-Mobile may, among other available remedies, suspend the Services or terminate this Addendum upon not less than 30 days' prior written notice. T-Mobile makes no representations, warranties, guarantees or service level commitments regarding: (i) the Body-Worn Solution or (ii) the Services' coverage area for the Body-Worn Solution, compatibility with Devices, or performance results when the Body-Solution is activated.

8. **Primary Contacts:** The primary contact individuals for this Addendum are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

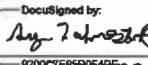
For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38 th Street, Bellevue, WA 98006

Customer:

Name:	Village of Maple Park Police Department - Cheryl Aldridge - Accounting Clerk
Address:	302 Willow St Maple Park, IL 60151
Telephone:	(815) 827-3309
Email:	caldrige@villageofmaplepark.com

This Addendum is executed by each Party's authorized representative as of the date of the Addendum Effective Date.

Customer: Village of Maple Park Police Department	Contractor: T-Mobile USA, Inc.
Signature: <small>DocuSigned by:</small> 	Signature:
Printed Name: <small>0200071550051005</small> Suzanne Fahnestock	Printed Name:
Title: President	Title:
Date: 4/20/2022	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

NASPO ValuePoint

PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**

Participating Entity: Village of Maple Park Police Department

1.Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **Not Applicable.**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

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**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

Participating Entity:

Name:	Village of Maple Park Police Department - Cheryl Aldridge - Accounting Clerk
Address:	302 Willow St Maple Park, IL 60151
Telephone:	(815) 827-3309
Fax:	
Email:	caldridge@villageofmaplepark.com

9. **Software Terms and Conditions:** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without replacement without either party being in breach of the

NASPO ValuePoint
PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: Village of Maple Park Police Department	Contractor: T-Mobile USA, Inc.
Signature:  <small>DocuSigned by: Suzanne Fahnestock</small>	Signature:
Printed Name: Suzanne Fahnestock	Printed Name:
Title: President	Title:
Date: 4/20/2022	Date:
	Reviewed and Acknowledged:  T-Mobile USA, Inc. CSCA Representative

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

*****Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****



NASPO ValuePoint

PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

***Contractor - email a fully executed PDF copy of this document
to: PA@naspovaluepoint.org***

***To support documentation of participation and posting
in appropriate databases***

IN PROCESS