

RADIO SYSTEM LICENSE AGREEMENT BETWEEN CITY OF LA CROSSE AND BNSF
RAILWAY POLICE

15-0059

This radio system license agreement is made and entered into this ____
Day of 7 JANUARY, 2015, by and between the City of La Crosse, located at
400 La Crosse Street, La Crosse, Wisconsin, as licensor and BNSF Railway
Police _____, as licensee.

The purpose of this agreement is to allow Special Agent Brett Cavadini to have
access to City of La Crosse radio channel DATA in the event of an emergency.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants
and agreements herein contained, the parties hereto covenant and agree as
follows:

1. Licensor hereby grants, and licensee hereby accepts, a license to use radio
channel DATA in emergency situations. The use of this channel is subject to
the terms and conditions of this license, and to all applicable Federal, State,
and local laws and regulations.
2. This license allows licensee to access radio channel DATA, and no other, and
only in the event of emergencies, whereby licensee needs to communicate with
licensor or vice-versa. The channel shall not be used by licensee for normal
traffic.
3. The licensee is allowed a maximum of 1 radios on the system consisting of
1 portable radios and 0 mobile radios.
4. Programming of the radios shall be done solely by Communication Services,
Incorporated, located at 3470 Losey Boulevard South, La Crosse, Wisconsin, and
licensee shall bear all costs of programming same.
5. Before operation of the radios, licensee agrees that a radio identification will
be assigned by Communication Services, Incorporated. In addition, an alias will
be assigned to licensee to be referenced at dispatch and on the Genwatch
monitoring system.

6. In the event that a radio is lost or stolen from licensee, licensee shall contact Communication Services, Incorporated immediately to prevent unauthorized use of the radio.
7. Licensee will purchase its own equipment, and shall pay all costs associated with the use of radio channel DATA. Licensors shall incur no costs or fees in connection with licensee's use of radio channel DATA.
8. Licensors may revoke this license agreement at anytime, at will, and without notice to licensee.
9. This license is personal and may not be assigned to any other party without the express written consent of licensors.
10. Licensee agrees to indemnify, defend, save, and hold harmless, licensors, its agents, officers, and employees from and against all liabilities, losses, suits, claims, judgments, fines, or demands of any kind or nature, arising from, or related to, or caused by licensee's use of radio channel DATA.

IN WITNESS WHEREOF, the parties have caused this license to be executed on the date first written above.

CITY OF LACROSSE

BY: Timothy Kolet
Mayor, City of La Crosse

BY: Jeri Lehrke
City Clerk, City of La Crosse

Mark A. Moody

BY: Mark A. Moody
Captain, Mark A. Moody
BNSF Railway Police

BY: Brett Cavadini
Special Agent Brett Cavadini
BNSF Railway Police