



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/12/2025

File ID: TMP-5551

Department: ITS

Subject:

Type of Action: Introduction

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Celco Partnership d/b/a Verizon Wireless that governs the installation, maintenance and operation of an In-building cellular coverage system for use with Verizon Wireless Service at no cost to the City of Huntsville.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Cellco Partnership d/b/a Verizon Wireless on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Cellco Partnership d/b/a Verizon Wireless,” consisting of two (2) pages and the date of June 12, 2025 appearing on the margin of the second page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the Clerk of the City of Huntsville, Alabama.

ADOPTED this the 12th day of June, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 12th day of June, 2025.

Mayor of the City of Huntsville,
Alabama

In-Building Augmentation Agreement



MATTER #032625AK

This In-building Augmentation Agreement ("Agreement") between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless ("Verizon Wireless"), and City of Huntsville ("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. Definitions:

In-building Equipment: Radio distribution or regeneration equipment, including repeaters, amplifiers, base station equipment, antennas and associated network devices, all provided by Verizon Wireless and installed in the Premises (as defined below) for use with Wireless Service provided by Verizon Wireless. Except as provided below, references to Equipment throughout the Agreement shall include In-building Equipment.

2. Customer grants Verizon Wireless a License (the "License") during the Term of the Agreement, as it may be amended, to install, maintain and operate In-building Equipment in the premises owned or leased by Customer ("Premises"). The License may be terminated only as provided in this Agreement. 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 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. Upon reasonable advance notice from Verizon Wireless, Verizon Wireless may require access to the Premises during Customer's business hours to install, operate, test, upgrade, maintain, add, replace and/or repair In-building Equipment, to test radio frequency coverage or to investigate or remediate interference with Verizon Wireless' network or services. Notwithstanding the foregoing, Customer shall provide or arrange to provide prompt access to the Premises as requested by Verizon Wireless in emergency situations when in Verizon Wireless' opinion urgent action is required to protect against threats to the security, integrity or safety of, and/or to remedy interference with, Verizon Wireless' network or services. Customer may accompany Verizon Wireless during any access to the Premises, and any access shall be in accordance with safety and other rules applicable to the Premises. Customer acknowledges that delays in providing access to the Premises for emergency repairs, maintenance and/or interference mitigation may cause service interruptions.
5. Verizon Wireless will deliver, install, test, operate, upgrade and maintain the In-building Equipment, either directly or using such subcontractors 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. If Verizon Wireless, in its discretion, opts to remove the In-building Equipment from the Premises being vacated, Customer shall make all arrangements with its landlord or with other tenants, if necessary, to permit Verizon Wireless to remove the Equipment.
6. Customer represents and warrants to the best of its knowledge that it 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. If Customer has knowledge of any equipment (such as equipment that may be sensitive to RF signals), wiring or other conditions on the Premises, it will so inform Verizon Wireless so that Verizon Wireless may determine whether such equipment 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.
7. In consideration of the License, Customer receives the benefit of enhanced coverage provided by the In-building Equipment in connection with Wireless Service provided under the Agreement. Unless otherwise agreed to in writing by Verizon Wireless, In-building Equipment remains Verizon Wireless' property and shall be operated and maintained solely by Verizon Wireless. Absent specific written agreement from Verizon Wireless, In-building equipment 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 with an interest in the real property.
8. Verizon Wireless or its local affiliate is the exclusive FCC licensee of certain radio frequencies on which Verizon Wireless provides service. 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 its In building Equipment.

9. Upon written notice from Customer to Verizon Wireless requesting that In-building Equipment be installed at other Customer locations, provided Verizon Wireless approves the request and determines that the requested solution may be governed by the terms and conditions of this Agreement, Verizon Wireless shall append supplemental attachments to this Agreement in the form of Attachment 1 that will serve to identify such other locations. Such supplemental attachments shall (i) render the other locations described thereon subject to the applicable terms and conditions of the Agreement, including the consideration set forth in the Agreement; (ii) be cumulative and not intended to replace any previous attachments unless specifically stated therein; and (iii) not require that the parties execute a new Agreement or re-execute this Agreement.

10. Premises:

Physical Location for the In-building Equipment on Customer's Premises	
Address	305 Fountain Cir SW
Floor/Room #, Rooftop (if applicable)	
City, State, Zip Code	Huntsville, AL 35801

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

City of Huntsville	CELLCO Partnership d/b/a Verizon Wireless
By:	By: Amy Lloyd (May 13, 2025 11:37 EDT)
Name: Tommy Battle	Name: Amy Lloyd
Title: Mayor	Title: Sr. Director – Contract Management
Date: 06/12/2025	Date:
This offer will expire if not accepted, executed and returned to Verizon Wireless by the Expiration Date noted below. Unauthorized changes will render this Agreement null and void. Please return the executed document via email attachment to VZWPartnershipProposals@vzw.com	
Issue Date: 03/26/25	Expiration Date: 06/30/25



President of the City Council of the City
of Huntsville, Alabama

Date: 06/25/2025