

Verizon/City of Boston - Cooperation Agreement

This Cooperation Agreement (the "Agreement") is entered into by and among the City of Boston (the "City"), a duly incorporated City under the laws of the Commonwealth of Massachusetts, Cellco Partnership d/b/a Verizon Wireless, its successors and assigns ("Verizon Wireless"), and Verizon New England, Inc., its successors and assigns (individually, and collectively with Verizon Wireless, "Verizon").

WHEREAS, widespread accessibility of wired and wireless high-speed broadband services is important to support economic mobility, educational attainment, access to culture, and civic participation for the residents of the City;

WHEREAS, the City has a direct interest in improving and upgrading the infrastructure in the City in furtherance of the objective of, among other things, ensuring access to high-speed broadband, advanced wireless, and video services and applications for the City and its residents;

WHEREAS, the City and Verizon have reached certain agreements and understandings and engaged in discussions to identify cooperative measures the parties can undertake in order to provide access to such high-speed broadband, advanced wireless, and video services and applications to the City and its residents; and

WHEREAS, the City and Verizon want to continue discussions under a formal cooperation agreement to improve access to high-speed broadband, advanced wireless, and video services and applications to the City and its residents.

NOW, THEREFORE, the parties hereby enter into this Agreement pursuant to the terms and conditions set forth herein.

1. **Monthly Meetings:** The City and Verizon shall continue to meet on at least a monthly basis to discuss furthering the mutual objectives of enhancing and expanding access to advanced broadband, advanced wireless, and video services and applications for the City and its residents.
2. **Network Transformation:** In connection with Verizon's Network Transformation Project (i.e., replacing its copper network with a fiber network) and pursuant to Verizon's existing authority under Title II of the Communications Act to construct, operate, and maintain its telecommunications facilities in the City of Boston, Verizon will replace, in whole or in part, Verizon's copper facilities with upgraded fiber optics facilities, and/or other advanced telecommunications services to current and future residents and businesses. Verizon's Network Transformation Project will begin in the Dudley Square District Area of Roxbury, the West Roxbury, and the Dorchester neighborhoods of the City. Verizon intends to remove its copper facilities that it replaces with fiber optic facilities.
3. **Growth Areas in Need of Additional Infrastructure:** The City and Verizon will examine the commercial and residential development trends in the City of Boston to

identify areas of the City which may benefit from access to additional infrastructure due to growth.

4. Collaborate on Unique Approaches to Provide Leading Edge

Telecommunications: The City and Verizon will continue to examine industry trends for the delivery of services in urban areas. The parties will review fiber optic deployments made in other urban areas and identify potential collaborative ways to deploy infrastructure and enhance the delivery of such services as high speed broadband, advanced wireless (including 5G), and IP-delivered video in the City of Boston, as well as certain other initiatives associated with "Smart Cities" programs, developments, and infrastructure.

Consistent with this objective, Verizon and the City have executed an agreement facilitating Verizon's deployment of advanced wireless facilities throughout the City which will enable Verizon to provide, among other things, advanced wireless service (the "Wireless Network"). The Wireless Network will include, but will not be limited to, certain fiber-optic connections, distributive antenna systems ("DAS"), small cell facilities, and all other necessary facilities, equipment, and appurtenances, which may be required to be installed on the facilities or equipment of Verizon, other public utilities or the City, and/or other structures in the public right-of-way or on city owned property.

5. Efficient Permitting, Inspections, and Reviews: In furtherance of the City's objective of promoting the efficient deployment of the services contemplated in this Agreement, Verizon and the City shall continue to work cooperatively to identify and, where feasible, implement lawful procedures and processes that will facilitate the expeditious review and consideration of permit applications and other required approvals. Consistent with this objective, Verizon and the City have executed a Memorandum of Understanding regarding the implementation of certain applicable procedures and processes with respect to Verizon's permit applications.

6. Cable Television License: The City has a substantial interest in creating a competitive market for the provision of cable television services in the City of Boston. Accordingly, following the effective date of this Agreement, the City may initiate the competitive cable television license process in accordance with 207 CMR 3.02. To the extent the City so initiates the cable television licensing process, Verizon agrees that it shall submit an application for a cable television license subject to the satisfactory negotiation of a cable television license with the City and taking into account market-based considerations, including, but not limited to, presubscription assessments and campaigns with respect to where Verizon offers Cable Service within the City.

7. Contribution to the City's Digital Equity Initiatives: Verizon will make a one-time contribution of One Hundred Thousand and no/100 Dollars (\$100,000.00) to the City's digital equity initiatives, not later than thirty (30) days from Verizon's receipt from the City of a written description of the City's intended use of the contribution.

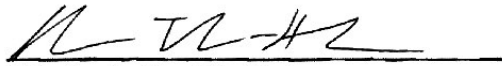
8. **Confidentiality:** The parties acknowledge that Verizon has and may voluntarily provide to the City certain trade secrets or commercial or financial information (together "Confidential Information") in connection with discussions conducted pursuant to this Agreement. The parties agree that such Confidential Information constitutes "trade secrets or commercial or financial information" which are exempt from disclosure pursuant to G. L. c. 4, § 7(26)(g). Except as required under applicable law, Confidential Information may not be disclosed by the City to any Person other than those City officials, employees, attorneys, and agents who have a need to know and are subject to the confidentiality provisions hereof.
9. **Term and Effective Date:** This Agreement shall become effective as of March ___, 2016. The term of this Agreement shall be for seven (7) years from the effective date expiring on midnight on March ___, 2023 unless earlier revoked or terminated as agreed to in writing by the City and Verizon. The Agreement may be renewed by mutual written agreement of the parties.
10. **Entire Agreement:** This Agreement constitutes the entire agreement between Verizon and the City, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof.
11. **Limitation of Terms:** The purpose of this Agreement is to establish certain parameters for the City and Verizon to explore the potential cooperative measures described in this Agreement, and nothing herein shall be construed to obligate either Verizon or the City to pursue, effectuate, or undertake any such measures except as may be separately agreed upon by the parties in writing.

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12. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. The execution, delivery and performance of this agreement has been duly and validly authorized by the parties hereto.

AGREED TO THIS 24th DAY OF March, 2016.

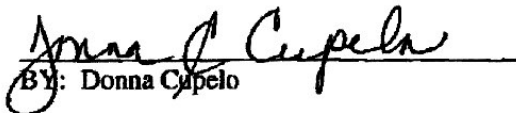
CITY OF BOSTON



BY: Jascha Franklin-Hodge

TITLE: Chief Information Officer, City of Boston Office of Innovation & Technology

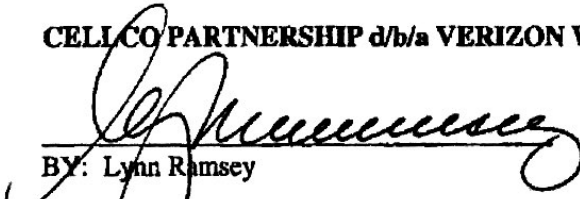
VERIZON NEW ENGLAND, INC.



BY: Donna Capelo

TITLE: Region President, Verizon New England

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS



BY: Lynn Ramsey

TITLE: Vice President, Network Field