LETTER AGREEMENT

November 19, 2018

Patricia Boyle-McKenna
Interim Chief Information Officer
Department of Innovation & Technology
Boston City Hall
1 City Hall Square,
Boston, MA 02201

Re: **License Agreement between City of Boston ("CITY") and Cellco Partnership d/b/a Verizon Wireless ("VERIZON WIRELESS") dated March 31, 2016 (" Agreement")**

Dear Ms. Boyle-McKenna:

The purpose of this letter is to memorialize amendments to the Agreement as to which the parties have agreed.

1. Reset and Offset of Attachment Fee:

On June 21, 2018, VERIZON WIRELESS provided notice under section 7.1.9 of the Agreement of its decision to advance the first Reset Year (as defined in Section 7.1.8 of the agreement) from 2020 to 2019. As intended by the Agreement, the CITY and VERIZON WIRELESS have negotiated in good faith over the past several months and have reached agreement on a Reset Attachment Fee.

Under Section 7.1.7 of the Agreement, a portion of the Reset Attachment Fee may be offset by in-kind elements. The parties have reached agreement on the nature and amount of these in-kind elements and agree that it is consistent with the intent of Section 7.1.7 that the in-kind elements may include lump sum payments for specified purposes.

a. The Reset Attachment Fee, effective January 1, 2019, is $270 per City Pole or other City-owned infrastructure. Notwithstanding Section 7.1.2 of the Agreement, the fee amount will not increase by 1.5% on January 1st of each year.

b. The parties have also agreed to the schedule of in-kind elements on the attached Exhibit A, which shall be contributed by VERIZON WIRELESS in addition to the Reset Attachment Fee.

2. Pole Repair and Replacement:

The Agreement is hereby amended by the addition of the following Section 4.7:

4.7 During the term of the agreement, VERIZON WIRELESS shall repair or replace at its sole cost and expense, any of the City Poles used for VERIZON WIRELESS Approved Wireless Facilities that are knocked down or structurally damaged. Unless otherwise approved, any such replacement light pole shall be substantially the same in appearance as the light pole it replaces. In the event of a loss of electrical power to a City Pole used for VERIZON WIRELESS Approved Wireless Facilities, VERIZON WIRELESS shall coordinate, at its sole expense, the restoration of electric power to all equipment and fixtures on the City Pole with the electric power provider. The parties further agree that nothing in this section shall be construed to prohibit the reasonable, necessary and lawful exercise of the CITY's police powers for the removal of a knocked down pole being used for VERIZON WIRELESS Approved Wireless Facilities, provided that the CITY shall give VERIZON WIRELESS access to the removed pole so it can remove its Wireless Facilities from the pole.

3. Competitive Parity

The parties agree that Section 13.11(ii) of the Agreement encompasses any similar attachment agreement between the CITY and another wireless service provider that contains more favorable monetary and/or non-monetary terms such that the terms of the Agreement, as amended, place VERIZON WIRELESS at a material competitive disadvantage to any other wireless service providers.

4. Timing of Approvals

The Agreement is hereby amended by the addition of the following Section 3.14:

3.14 Timing of Approvals.

(a) Requests for Location Pre-Clearance under Section 3.2.2.1 of the Agreement shall be approved or disapproved within ten (10) Business Days of VERIZON WIRELESS submitting a request for such approval, provided that VERIZON WIRELESS is available to meet with the City and answer any necessary questions during that process,

(b) Notwithstanding anything to the contrary in Section 3.2.1 of the Agreement and provided any Location Pre-Clearance approval required by Section 3.2.2 of the Agreement has been obtained, the Commissioner shall complete the process of approving (or disapproving for one of the specified reasons) the location and installation of an Approved Wireless Facility on City Poles and on Non-City Poles within ten (10) Business Days of Verizon Wireless submitting a request for such approval.

(c) Amendments to Exhibit X pursuant to Section 3.4.1 of the Agreement shall be signed by the City and the PIC within ten (10) Business of VERIZON WIRELESS submitting a request for such amendment, or if the request is disapproved, the reasons for the disapproval will be provided at that time.

Sincerely,

Cellco Partnership d/b/a Verizon Wireless

By: _____

Its: CMO

11/19/18
Date

Accepted and Agreed to

City of Boston

_____

By:

Its duly authorized _____

_____
Date

Sincerely,

Cellco Partnership d/b/a Verizon Wireless

_____
By:
Its: _____

_____
Date

Accepted and Agreed to

City of Boston

Patricia Boyle McKenna
By:
Its duly authorized _____

11/19/18
Date

EXHIBIT A

Schedule of In-Kind Elements

1. VERIZON WIRELESS will make an investment in the Mayor's Digital Equity Fund of a total of one million dollars ($1,000,000) divided over two annual installments, one payment to be made within 30 days of executing this Letter Agreement and the second payment to be made within one year after the first payment.

2. The City agrees to receive and VERIZON WIRELESS agrees to provide Verizon Smart Communities ("VSC") products and services with an aggregate value of $4.7 million based on Verizon's retail prices. The overall time frame for selection, deployment, and use of the VSC products and services is anticipated to last a total of four (4) years pursuant to the deadlines established below. VSC services shall be provided for two (2) years.

   a. Within one hundred eighty (180) days after the parties sign this Letter Agreement, the City will hire and/or retain the services of a Smart City Fellow ("Fellow"). VERIZON WIRELESS will pay to the City an amount to be used exclusively for the actual costs incurred by the City exclusively for employing the Fellow. The total amount of these payments shall not exceed five hundred thousand dollars ($500,000). The payments will be made in monthly installments, commencing with the month in which the City first notifies VERIZON WIRELESS that a Fellow has commenced employment with the CITY and provides documentation of the actual costs to the City of the Fellow's services. The payments will end at the earlier of (i) four years after VERIZON WIRELESS begins making such payments, or (ii) when the City ceases to employ a Fellow. The expectation and understanding of the parties is that the City will employ the Fellow on a full-time basis during that period.

   b. Within two hundred seventy (270) days after the parties sign this Letter Agreement, the parties will develop, negotiate and execute a Statement of Work that will contain all relevant details, terms and conditions appropriate for VERIZON WIRELESS to deliver and the City to receive the agreed upon VSC products, including:

      i. reasonable dates for deployment of the VSC products, which will be established based on each party's diligent completion of its respective obligations and currently is estimated by VERIZON WIRELESS to take fifteen (15) months; and

      ii. establishment of criteria necessary to begin the period during which the agreed upon VSC products and services will be available to the City.

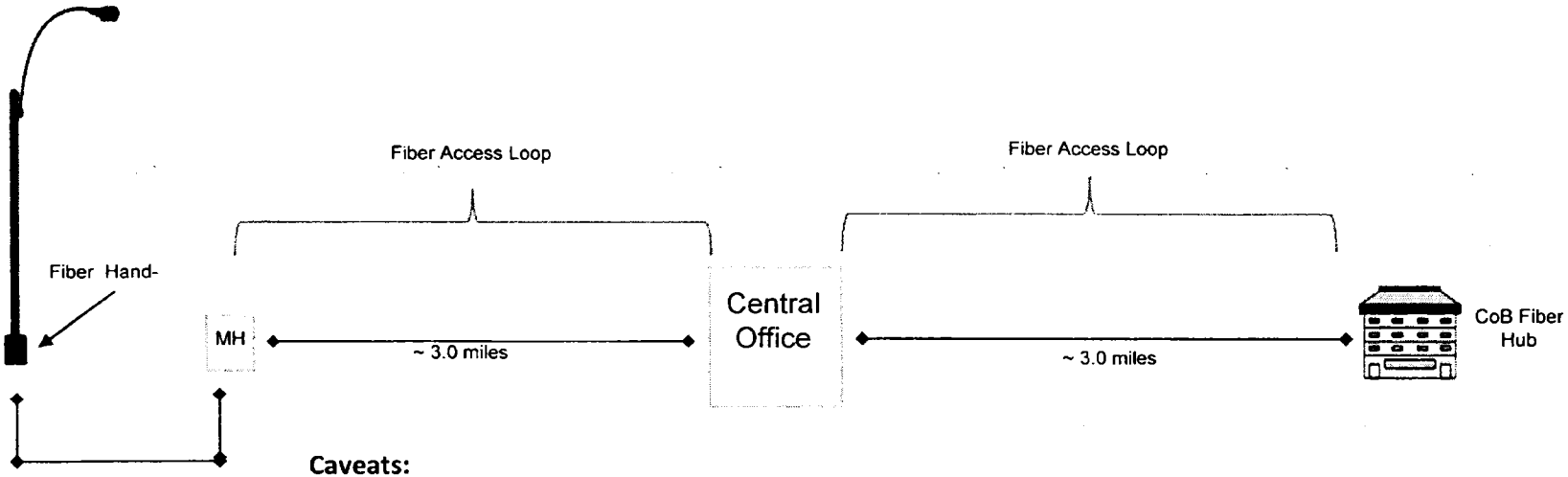
3. VERIZON WIRELESS shall make available three hundred and thirty-five (335) Street Light locations in the City for expansion of the City's Public Institutional Network ("PIN"). These 335 PIN Street Light locations will be designed and built by Verizon in a manner consistent with Exhibit B hereto, which is incorporated by reference. The 335 PIN Street Light expansion locations will be mutually agreed upon by the City and Verizon. Verizon shall maintain the

additional PIN locations at its sole cost and expense. Within on hundred and twenty (120) days the parties will develop, negotiate and execute a service level agreement governing the selection, acceptance, testing, and maintenance of the 335 PIN Street Light expansion locations.

4. VERIZON WIRELESS will pay to the City an amount to be used exclusively for the actual costs incurred by the City exclusively for employing additional permitting staff, which payments shall not exceed a total of one million two hundred thousand dollars ($1,200,000) over four years. VERIZON WIRELESS shall make such payments to the City commencing in the fixed amount of twenty five thousand dollars ($25,000) per month commencing with the month in which the City first notifies VERIZON WIRELESS that it has employed such additional permitting staff, provided that the payments will end no later than April, 2023 regardless of when the City first hires additional staff.

EXHIBIT B

Fiber to New wireless installations



Caveats:

- Non-Commercial Use only
- Up to 335 New Pole Deployments (City/ VZ will coordinate selection process based on new implementations)
- Fibers provided to be used for city use only
- Timeline for deployments will be based on VZ deployment schedules – Estimated @ 3-5 years
- VZ to provide 2 fibers spliced to a terminal handoff at base of fixture
- VZ to provide power to base of fixture for VZ equipment and light. City to provide separately metered power for any other City equipment, splice off power for City equipment, to be separately metered.
- 1 CoB Fiber Hub per each Boston Wire Center needed based on design discussions
- MH handoff and CoB Fiber Hubs distance from CO = ~3 miles

verizon

Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.