

**A FRAMEWORK FOR STRATEGIC COLLABORATION
FOR DISCUSSION PURPOSES ONLY
CONFIDENTIAL SUBJECT TO NON-DISCLOSURE AGREEMENT**

1. A FRAMEWORK FOR STRATEGIC COLLABORATION

Los Angeles (“City”) and Verizon share a mutual interest to improve the quality of life for the citizens in the City of Los Angeles. We are together working towards improvements in digital inclusion, transportation, security, and sustainable energy management, all built on an advanced communications infrastructure designed to ensure Los Angeles has the technologies needed for today and the future. The deployment of Smart City technologies and the accelerated deployment of advanced communications infrastructure are designed to provide residents, visitors, and businesses the benefits of a state-of-the-art digitally connected community. To facilitate the implementation of these initiatives, Verizon proposes a mutually beneficial strategic and collaborative non-exclusive relationship with Los Angeles. The following is a description of the proposed high-level objectives that form the basis for the collaboration: wireless deployment, wireline deployment, Smart City solutions and community engagement.

2. SMART CITY SOLUTIONS, CONNECTIVITY AND COMMUNITY ENGAGEMENT

As a world class city, Los Angeles contends with constantly changing challenges and the priorities they produce, such as addressing homelessness and digital inclusion, providing viable transportation alternatives for its citizens, driving sustainable energy solutions, and fostering innovation and technology. From introducing bike-share, to making dramatic improvements to the City’s lighting costs and pollution, to taking an innovative approach to open data, Los Angeles has taken a leadership role in using technology to address these types of challenges and improve the urban experience.

As one of the City’s existing strategic partners, Verizon has a deep understanding of both the City’s organization and its unique challenges. Verizon’s goal in Smart Cities is to dramatically improve the quality of urban life while also improving the efficiency of City operations. Verizon is committed to partnering with Los Angeles on both accelerating the deployment of an advanced communications infrastructure and furthering the City’s efforts to improve how Los Angeles serves its residents, visitors, and businesses, with the security, privacy protection, open data and standards for which Verizon is known.

As part of the strategic collaboration, Verizon proposes to invest and deploy infrastructure and Smart City solutions at the scale required to help the City make an impact in addressing several of its current challenges and priorities. The goal of the collaboration is to enable Los Angeles to remain at the forefront of innovation by deploying infrastructure and Smart City solutions that can generate measurable improvements in City efficiency, quality of life and overall innovation. Verizon proposes to establish baseline metrics for the areas where solutions are deployed and to work collaboratively with the City to evaluate the solutions and results, and to make improvements as needed. The next-generation wireless and wireline infrastructure outlined below is a key component to powering advanced Smart City technologies. Verizon’s investment will include the following infrastructure, community programs, and Smart City solutions focused on key City initiatives and priorities:

- a. Required Infrastructure. Verizon intends to install fiber and small cell nodes, including in

traditionally underserved communities, in order to substantially increase the capacity and speed of its network in Los Angeles and position Los Angeles to be in the forefront for state-of-the-art connectivity.

- b. Digital Inclusion. Improvements in quality of life must be felt by all citizens. In modern day cities, a key to this goal is providing wider Internet availability and access. By addressing digital inclusion through the following investments, Verizon will help the City to make the Internet more available to residents who may not otherwise have access:
 - i. Skid Row Wi-Fi. Verizon will provide Wi-Fi coverage throughout Skid Row. The Wi-Fi equipment will need to be attached to Los Angeles assets identified through site survey. Verizon will provide and manage Wi-Fi in this neighborhood free of charge for sixty (60) months. The deployment of the Wi-Fi infrastructure is subject to, and dependent, upon the following:
 - o Los Angeles and Verizon agreeing on appropriate Los Angeles assets for attachment of required Wi-Fi infrastructure and availability of power;
 - o Waiver of attachment rates for such infrastructure;
 - o Wi-Fi infrastructure being in close proximity to Verizon deployed fiber locations; and
 - o Los Angeles provision of conduits for last mile connectivity to Wi-Fi infrastructure when applicable.
 - ii. Indoor Wi-Fi. Verizon will provide and manage 50 Mbps Indoor Wi-Fi at eighteen (18) locations free of charge for sixty (60) months. Verizon will establish four (4) Access Points per location that will cover a gymnasium, community room and/or lobby, as applicable. The deployment of the Wi-Fi infrastructure is subject to, and dependent, upon the following:
 - o City provision of power for Wi-Fi infrastructure;
 - o Detailed on-site design to measure floor plan, assess structural impediment, etc.; and
 - o City provision of conduits for last mile connectivity to Wi-Fi infrastructure when applicable.
 - iii. Digital Signage, Content Creation and Management. To enhance the experience of City residents and visitors, including increasing awareness of mobility options, Verizon will provide a media player, content management system and wireless data plan for a digital signage deployment at 50 locations. The City will be responsible for providing content, digital signage screens, and attachment to City assets at no cost for digital signage. Verizon will provide the solution free of charge for sixty (60) months. These are to be placed in the agreement ultimately entered into by the parties as contemplated herein (the "Agreement") with the City and under applicable laws.
- c. Improving Lighting Infrastructure & Sustainable Energy Solutions. Los Angeles' Bureau of Street Lighting was the first in the nation to install SmartPole streetlights, equipped with energy-efficient LED lighting and 4G LTE wireless technology. Verizon will make the following

significant investments to continue the Bureau of Street Lighting's ("BSL's") leadership position in Smart Lighting and Smart City initiatives built on its infrastructure:

- i. **Intelligent Lighting.** The core of any Smart City deployment is intelligent street lighting. While most Intelligent Lighting solutions today utilize low bandwidth mesh technology that is slow and relatively insecure, Verizon's solution utilizes our state-of-the-art LTE network to communicate. To demonstrate the value of an integrated, high bandwidth lighting system, Verizon will deploy on behalf of BSL twenty-six thousand (26,000) lighting control nodes, of which nine hundred (900) will be Smart City Hubs that enable lighting control with additional sensor expansion capabilities, with management dashboard to enhance public safety and citizen experience in locations to be mutually determined. The City will ensure existing lighting in mutually determined locations is compatible with lighting controls to be deployed by Verizon. Verizon will provide the solution free of charge for twenty four (24) months.
- ii. **Environmental Monitoring.** Verizon will provide the City two hundred (200) Environmental Monitoring sensor packs that will leverage Smart City Hubs deployed as part of the Intelligent Lighting solution. The type of sensor packs to be provided by Verizon will be as mutually agreed upon by the Parties. Options for the type of sensors to be deployed with this solution include: CO₂, particulate matter, temperature, pressure and humidity. Verizon will provide the required connectivity and related services for the Environmental Monitoring sensor packs free of charge for a period of twenty four (24) months.
- iii. **Copper Theft Monitoring.** Verizon will provide the City with a Copper Theft Monitoring with Video Surveillance solution comprised of two hundred (200) Verizon Video Nodes that will leverage two hundred (200) Smart City Hubs deployed as part of the Intelligent Lighting solution to enable BSL to monitor light poles in high-risk areas. Verizon will provide the Copper Theft Monitoring solution free of charge for a period of twenty four (24) months.

The solutions described in this subsection 2.c will be provided pursuant to individual addendums, exhibits or statements of work or both ("Amendments") to the Agreement and will contain the terms and conditions applicable to the solutions. The Amendments will be mutually agreed upon and will be incorporated by reference or otherwise into the Agreement. The City agrees that Amendments shall be authorized under the terms of the Agreement without the need for City Council approval so long as the Amendment falls within the scope or subject matter of the Agreement or will enhance the ability of the Parties to achieve the objectives of the Agreement.

- d. **Driving Innovation and Economic Development.** Smart Communities are best sustained with the inclusion of a city's citizens, which requires thoughtful planning to promote, educate, and include the community in future technology development. As such, Verizon is investing in education for the City's youth and ensuring innovation labs are developed in the City to encourage and develop innovation with City partners and entrepreneurs as follows:
 - i. **STEM and Job Training.** Verizon will partner with Los Angeles, including the

Information Technology Agency (“ITA”), and community organizations (to be determined by Verizon) to sponsor STEM workshops and job training programs during a period of 5 years. Verizon’s contribution toward this effort will be approximately \$80,000 per year, with the total term investment not to exceed \$400,000.

- ii. Verizon - Los Angeles Advanced Systems Partnership. Verizon proposes to form a development partnership with Los Angeles and other partners within the City with an initial term of two years. Local universities can be a key asset in developing solutions. At a minimum, Verizon proposes to include the University of Southern California and its leadership in the I3 Consortium. The emergence of 5G, connected and autonomous vehicles and sophisticated cloud software platforms will form the basis for new systems that will allow cities to manage their assets more efficiently, facilitate advanced transportation development and create new opportunities for cities to monetize its data. Verizon is the leader in 5G development and is currently working on an advanced Smart City platform that integrates 5G, a City Data Lake, Intelligent Edge Computing and autonomous vehicles. The partnership will establish program goals, define demonstration areas within the City and serve as a development vehicle for these advanced systems.
- iii. Innovation Lab. Through the provision of indoor Wi-Fi, Verizon will support the implementation of two (2) innovation labs: (1) City’s lab for innovation in City services to be located at City Hall; and (2) a community or education-based location to be determined by Verizon. Verizon will provide and manage Indoor Wi-Fi at these two Innovation Lab locations free of charge for sixty (60) months. The deployment of the Wi-Fi infrastructure is subject to, and dependent, upon the following:
 - o City provision of power for Wi-Fi infrastructure; and
 - o City provision of conduits for last mile connectivity to Wi-Fi infrastructure when applicable.

Space will be permanently reserved in the City Hall Lab for Verizon to showcase Verizon-branded technology deployed in Los Angeles, and the City and Verizon will jointly agree on scope and design of such space. Verizon may host an annual developer event (such as a “hackathon”) at the lab. In addition, the City and Verizon will work together to: organize a “Smart City Day” in the City within the first twelve months after launch execution of the Agreement which will feature Verizon technology; host other wireless or Smart City events at the Angeles Lab consistent with the objectives of the lab; and coordinate external communications related to such events.

- e. Modification of Smart City Solutions. At any time, the Parties may mutually agree to modify the Smart City solutions provided by Verizon under the Agreement, including changing the location or timing of deployment of individual Smart City solutions or replacing individual Smart City solutions with alternative Smart City solutions offered by Verizon (“Replacement Solutions”), so long as any such modification is of comparable value as determined by Verizon. Replacement Solutions may include the following in addition to other Smart City solutions that may be offered by Verizon at the time of the modification:
 - i. Drone Management. Verizon’s drone management enterprise solution, includes: a

- subscription to the Skyward Drone Operation Management Platform with active licenses; professional services and annual software support; customized enterprise deployment services; and training.
- ii. Gunshot Location Service. Verizon's Gunshot Location Service utilizes Verizon Audio Nodes connected to Smart City Hubs and leverages ShotSpotter software and services to alert the City of gunshot incidents, including estimated location where the gun was fired.
 - iii. Intelligent Traffic Management ("ITM"): Verizon ITM solution provides signal timing tools (e.g., route delay, progression diagrams, route speed by segment, timing run, etc.) as well as performance metrics (e.g., vehicle delay hours, idle & congestion emissions, congestion index, percentile travel time, vehicle miles traveled, vehicle hours traveled , etc..) Data from this solution is shared via City access to an online portal.
 - iv. Parking Management. Verizon's Parking Management solution provides video nodes and computer vision software to monitor parking availability and occupancy. The solution includes a parking optimization application that leverages real-time and historical parking availability information with other relevant parking data provided by a city, including parking payment data, in order to optimize the utilization of the parking asset.
 - v. Traffic Data Services. This turnkey Software-as-a-Service solution provides vehicle traffic speed analytics on a near real-time basis to enable cities to better understand its vehicle traffic. In addition, Origin/Destination ("O/D") traffic analytics reports are provided after a data collection period to enhance understanding of traffic patterns.
 - vi. Vision Zero. This solution allows cities to use data gathered at traffic intersections using Verizon's proprietary video nodes and computer vision software to guide interventions and infrastructure changes to improve traffic safety. Data provided by this solution includes turning movement counts, near misses, jaywalking, failure to yield, and dilemma zone incidents.
- f. Follow-on Services. Following the expiration of the applicable term during which the Verizon services may be provided free of charge as specified herein, the City and Verizon agree that the City may continue to receive such services, subject to availability, at rates and terms to be negotiated by the Parties. The City will give advance written notice no less than sixty (60) days prior to the expiration of each applicable term of the City's intent to enter into negotiation of the rates and terms for the continuation of the services. Ownership of equipment associated with the solutions set forth in 2.c above shall transfer to the City after expiration of the twenty-four (24) month term associated with each such solution. Ownership of equipment and facilities used to provide all other services and solutions set forth in this section 2 shall remain with Verizon.
- g. Event Collaboration. The Parties will work on potential collaboration in preparation for the Mobile World Congress Americas 2018, the Super Bowl in 2022, and the Olympics 2028, to be defined

later.

- h. Required On-Going Collaboration and Partnership. Both Parties agree to work closely together from design through deployment and operation of the solutions and programs set forth above. This will include a significant amount of dialogue and co-creation in order to ensure the solutions work with the City's existing solutions and that the data generated provides the information required to drive the benefits expected from the solutions.
- i. Conditions Precedent. Verizon's obligation to deploy and activate Wi-Fi equipment in Skid Row pursuant to section 2.b(ii) above is contingent upon Verizon having received all necessary permits and approvals needed for the twenty-seven (27) macro cells set forth in subsection 3.i above. In addition, Verizon's obligation to provide the solutions, services and programs set forth in subsections 2.b(ii), 2.b(iii) and 2.d above is contingent upon the City's development and implementation of streamlined permit processes and timelines pursuant to subsection 4.e(ii) below that are acceptable to Verizon and the City. Notwithstanding the foregoing, the parties agree that prior to development and implementation of acceptable streamlined permit processes and timelines pursuant to subsection 4.e(ii) below, they may proceed to take the preliminary steps necessary to lay the groundwork for establishment of the Verizon-Los Angeles Advanced Systems Partnership set forth in 2.d(ii) above, including scoping out the project, conducting any necessary site surveys, negotiating specific terms, and contacting potential additional partners.

3. WIRELESS DEPLOYMENT

We understand that the City of Los Angeles is interested in expanding its wireless capabilities. Accordingly, Verizon will enhance and further densify its existing wireless network through the deployment of traditional "macro" cell sites as well as small cells to provide users with more wireless broadband coverage and capacity for current and future needs. This will include broadband access via Wi-Fi in Skid Row.

In furtherance of enhancing its core network throughout Los Angeles, Verizon has identified twenty-seven (27) Los Angeles-owned properties that may be suitable for rooftop or stand-alone wireless communications facilities ("traditional wireless communications facilities") in exchange for Verizon's provision of free Wi-Fi in Skid Row, as set forth in Section 2.b.i above. Los Angeles will work with Verizon to determine the feasibility of these or other Los Angeles-owned sites for the placement of Verizon traditional wireless communications facilities to be leased to Verizon by Los Angeles at no cost for a term of 20 years.

In addition, Verizon intends to install a significant number of small cell nodes within the next few years and additional nodes to support technological developments, in various locations throughout Los Angeles with the primary goal of supporting growing data needs. These infrastructure investments require attachment to municipal traffic poles, street lights and other Los Angeles-owned assets ("Los Angeles Assets").

To accommodate the vast implementation of these deployments within the time frame contemplated, wireless permitting of small cells and nodes to be placed on Los Angeles Assets and non-Los Angeles-owned assets must be efficient, expeditious and economical. This joint objective will be met through Los Angeles' grant to Verizon of a small cell license for the use of designated Los Angeles Assets for wireless equipment and associated structures (which may require amendment to existing agreement with BSL and/or additional agreements, e.g. Department of Transportation),

as well as through coordination and collaboration between Verizon and Los Angeles in accordance with the following for a term of ten (10) years except as otherwise provided:

- a. In addition to receipt of the consideration provided in subsection 2.c above, Los Angeles will charge mutually agreed to annual fee of \$175 per pole or structure for all small cell attachments to Los Angeles Assets with the exception of assets owned or managed by the Department of Water and Power which are not governed by this subsection a. The \$175 attachment rate shall be in effect for an initial term of ten 10 years. The start of the term for each of these small cells and nodes will begin when the small cell or node has been attached or 120 days after the pole is "handed off" as construction ready, whichever occurs sooner. Prior to expiration of the initial 10-year term for the first small cell deployed under the Agreement, the City and Verizon shall meet to negotiate terms and conditions for extension of the \$175 rate or establishment of a lower rate for an additional term of ten (10) years.
- b. Installation of small cells will be achieved by permit only, with no zoning approvals required for any antennas or equipment. Los Angeles will approve applications for attachments to Los Angeles Assets (including issuance of Site, Encroachment and Excavation permits), inclusive of all City department, agency, commission, board and other approvals required for issuance of a permit, within thirty (30) calendar days of receipt of a completed application.
- c. Los Angeles will accept "batch" applications for attachments to Los Angeles Assets.
- d. BSL will increase capacity to complete make ready work within thirty (30) calendar days of approval of an application. BSL will "hand off" construction-ready poles within three (3) days of completion of make-ready work.
- e. With regard to attachment of small cells to non-BSL Los Angeles Assets, the City will use best efforts to improve and consolidate existing permitting, make ready and "hand off" processes with the goal of achieving the time frames for permitting, make ready and "hand off" processes set forth in subsection 3(b) and 3(d) by a target date of September, 2018.
- f. Los Angeles will not impose new or additional fees (such as right-of-way access) or any other fees outside of reasonable application fees.
- g. For assets not owned by BSL requiring power (e.g. utility poles), the City will use best efforts to streamline delivery of power by the Department of Water and Power ("DWP") in order to achieve, by a target date of September 2018, the goal that power will be delivered to the pole/asset within 45 days of receipt of an application and where upgrades are required to deliver power, within 75 days of receipt of an application.
- h. No municipal permits will be required for aerial attachments to power poles or telephone poles so long as Verizon has the required pole attachment agreement in place with the pole owner. This is subject to any applicable laws that may exist.
- i. Los Angeles agrees to no cost rates for the placement of twenty-seven (27) macro cells (traditional wireless communications facilities) for a term of twenty (20) years, placement of these cells to be mutually agreed to.

- j. In addition to the above, Los Angeles will work with Verizon to pursue avenues to ensure a streamlined approach to wireless communication facilities permitted both in and outside of the public right-of-way. For wireless communications facilities that do not fall under ministerial-only review (no zoning), Los Angeles will use best efforts to improve and consolidate existing processes to shorten overall time frames in order to achieve, by a target date of September, 2018, the goals of: i) the Planning Department deciding upon Verizon's applications for new wireless communication facilities within 60 calendar days of submittal of a completed application for a collocated site (as defined in the Nationwide Programmatic Agreement for the Collocation of Wireless Antennas) and within 90 calendar days for a non-collocated site; ii) subsequent Building Permits being issued within 30 calendar days; and iii) power being delivered within the timelines set forth in 3.g above. Modifications to an existing wireless communications facility where there is no visual or structural change will not require a Building Permit or Planning approval.

The Letter Agreement dated January 11, 2018 previously executed by the City and Verizon (the "Letter Agreement") sets forth the terms and rights and obligations of the Parties related to Verizon's planned initial 5G deployment in the City and is not intended to modify the terms of the Agreement contemplated herein. Similarly, any agreement ultimately executed by the Parties to memorialize the terms set forth herein will have no impact on the terms and rights and obligations of the Parties set forth in the Letter Agreement.

4. WIRELINE DEPLOYMENT

Verizon will make a significant investment in Los Angeles by further expanding its state-of-the-art fiber network. Verizon's major capital expenditure will benefit Los Angeles in many ways. Examples of such benefits include making Los Angeles more attractive to new business, availability of better services, and enhanced competition for broadband services including focus on digital inclusion.

To accommodate the extensive wireline deployment within the time frame contemplated, Los Angeles agrees to provide Verizon with the following for ten (10) years:

- a. Designation of project-dedicated City representatives to ensure cross-City support for overall network deployment. This will continue to be coordinated through the Connectivity and Digital Inclusion Working Group.
- b. Los Angeles support for development and administration of streamlined construction-permitting processes to ensure an efficient network deployment.
- c. Project Management
 - i. Project "champion" active involvement in periodic review of goals, objectives, and progress for infrastructure deployment support.
 - ii. Assignment by Los Angeles of a dedicated, single-point of contact ("SPOC") for all permitting submission, review, and resolution. SPOC to be available during all normal business hours, with back-up for periods of absence. SPOC function may be staffed by more than one person, provided all are knowledgeable regarding Los Angeles/Verizon shared goals and objectives for the build. SPOC must have authority to obtain support/resources Los Angeles-wide for meeting

the agreed-upon permitting performance objectives, including requiring expedited processing or review by any Los Angeles department or official, as necessary.

d. Agreed-upon Performance Objectives

- i. Meet with Verizon and mutually agree on process for permitting the network deployment. Due to the size of the network build, Verizon shall be permitted to file for Utility Permits (“U permits”) in larger (than standard) geographic areas.
- ii. Same-day response from SPOC to Verizon on all routine inquiries seeking clarification of requirements or process, status of applications, guidance on permitting requirements, and scheduling of meetings.
- iii. SPOC to meet weekly with Verizon to discuss ways to enhance completeness and accuracy of initial applications and to streamline the process for Los Angeles to obtain additional information, corrections, or clarifications from Verizon as well as discuss permit status and compliance with permit timeline requirements.
- iv. Los Angeles utilization of its relationships with other key entities (e.g., county, state and federal authorities, non-City owned utilities, e.g. power, water/sewer, gas, cable, telecoms, etc.) to help reduce the overall permitting process timelines to the greatest extent feasible, with the objective being that all necessary permits from all required permitting entities are issued within the timeframes specified above.
- v. Permit requirements and timelines will be no more burdensome than comparable requirements imposed on any cable, telecommunications or power company.

e. Permitting Processes

- i. All permitting activity to be conducted through electronic permit process submission. Verizon to be allowed to submit permits for review Monday through Friday.
- ii. The City will use best efforts to improve and consolidate existing wireline permit processes to shorten overall permitting time frames and achieve the following streamlined process goals by a target date of September, 2018: 1) issuance of permits related to Verizon’s fiber deployment within thirty (30) calendar days of submission, inclusive of all City department, agency, commission, board and other City approvals required for issuance of a permit, for 90% of all permit applications submitted; and within sixty (60) calendar days, inclusive of all City department, agency, commission, board and other City approvals required for issuance of a permit, for 100% of permit applications submitted; 2) provision of initial review and comments within fourteen (14) calendar days of initial filing of a permit application, the City will provide an initial review and comments; and 3) provision of approval or denial with specific revisions required for approval within seven (7) calendar days of filing of a resubmission,. The City will establish an executive team with representatives from relevant City departments involved in wireline permitting to meet with Verizon on a weekly basis to review existing processes, identify areas for improvement and consolidation, and discuss methods for streamlining processes to facilitate meeting these goals. The Parties will work together expeditiously to implement streamlined permit timelines and processes,

- including the possible provision of resources or other support that the City may need from Verizon in order to satisfy such requirements. In addition, the City will track permit processing performance and provide a performance report to Verizon on a monthly basis.
- iii. Eliminate requirement for municipal permit for aerial fiber attachments to third-party owned poles (Verizon will still obtain traffic-control permits, as needed).
 - iv. All permits, including without limitation, construction and traffic-control, valid for six months from date of issuance. Major encroachment permits include any required minor encroachment permits (e.g., traffic).
 - v. Where construction is to be scheduled in an area requiring scheduling review and approval by the Major Transit and Transportation Construction Traffic Management Committee, such approval shall be granted within 30 calendar days of issuance of the underlying permit.
 - vi. To address network deployment during street closures or moratoriums, Los Angeles will work with Verizon to identify alternate routes behind curbs or permit use of Los Angeles-owned conduits. In high traffic areas, Los Angeles will work with Verizon to establish after hours construction schedules. Los Angeles will consider in good faith allowing Verizon to use microtrenching in recently paved areas and in high traffic areas to reduce impact and disruption to traffic flow.
 - vii. All required permit review/approval processes to be conducted concurrently.
 - viii. Ability to bundle into a single permit fiber construction for a group of wireless nodes or, if Los Angeles requires an individual permit for each wireless node, ability to submit for concurrent review multiple permit applications representing a group of wireless nodes.
 - ix. Field inspections within 3 business days of request.
 - x. Municipal permits will not be required if construction is within state/county DOT managed rights-of-way.
 - xi. Right-of-Way restorations requested by Los Angeles will be performed on logical segments as a group by Verizon.
 - xii. Los Angeles shall not require Verizon to provide vertical and horizontal profiles of every existing utility in a right-of-way, however, Verizon shall comply with the State one call underground damage prevention law.
 - xiii. If Verizon installs a vault produced by a City-approved manufacturer consistent with City specifications, no City inspection at the manufacturing facility will be required for such vault.
 - xiv. Los Angeles will discuss with Verizon in good faith the terms pursuant to which Verizon will utilize conduit (including but not limited to DWP conduit) and poles in the

City at no cost, if determined to be feasible for Verizon's network construction.

- xv. If the City should provide any cable, telecom provider, telecom service provider and/or power company, terms or similar terms better than those specified in the Agreement, the City shall inform Verizon of such terms the same business day such terms go into effect, and the City and Verizon will promptly meet to diligently negotiate in good faith terms to place Verizon in an as good as or better competitive position with such other entity.

5. JOINT COLLABORATION TEAM

A Joint Collaboration Team ("JCT") structure will be established to ensure proper diligence occurs prior to permitting and to establish a best in class process with the following structure and objectives:

- Executive team members from Verizon and the City will provide leadership towards achieving the objectives above and will work collaboratively to identify working teams, resolve issues as required, and regularly evaluate achievement aims.
- Working teams consisting of members from Verizon and the City will meet on a regular basis to identify areas needing attention, create a process for issue resolution, and make recommendations to the executive team as needed.
- Each side will identify a relationship manager to serve as a single point of contact for managing the relationship and administering the contemplated undertakings.

6. NO PREEMPTION

This Agreement shall not be preempted or impacted in any form or manner by any changes or enactments made by any state or federal entity unless mutually agreed to by Verizon and the City.

7. MISCELLANEOUS

- a. Verizon will provide project management services to implement the initiatives.
- b. Headings and captions used herein are intended for convenience of reference only and in no way define, limit or describe the scope of this document or any of its provisions.
- c. Public disclosures, including press releases, regarding this collaboration or the Agreement will only be made with the advance written consent of the other party except as required by law. Notwithstanding the foregoing, the Parties acknowledge that Verizon may publicly disclose performance results of the solutions set forth in section 2.