CITY OF WEST DES MOINES CITY COUNCIL MEETING COMMUNICATION

ITEM:

Approval to Execute a Development Agreement between DATE: July 6, 2020 Google Fiber and the City of West Des Moines

RESOLUTION: Approval of Development Agreement

FINANCIAL IMPACT: Engineering cost estimates for this project are being evaluated, the project is phased in seven segment stages. Funding for the project will be from a variety of sources: (1) as a separate agenda item at this meeting, a public hearing will be held and Council will be asked to approve the issuance of "Not to Exceed" \$42.8 million General Obligation Urban Renewal Capital Loan Notes to front the project costs; and (2) Google Fiber will provide annual conduit lease payments up to \$20 million which are outlined further in this Development Agreement; and (3) any additional Internet Service Providers (ISP's) or other fiber-centric businesses will be expected to contribute payments through license agreements as they also lease space in the City's conduit network.

BACKGROUND: Over the last several years West Des Moines has been working toward achieving the goal of ubiquitous broadband access throughout our community. One of our key strategies in our 2036 plan has been to "Double Down on technology". Our visioning statement reads, "West Des Moines will be the city that continues to embrace secure technology to empower and improve the quality of life for its citizens". To achieve this goal, the City set several parameters: (1) Preserve Right of Way for future use and public safety needs, (2) Reduce barriers to entry for Internet Service Providers (ISPs) and (3) Create a competitive market for WDM residents whereby any and ALL residents have equitable access to world class internet service.

OUTSTANDING ISSUES: There are no outstanding issues.

RECOMMENDATION: Adopt the resolution approving the Development Agreement and authorizing the Mayor to sign the Agreement on behalf of the City.

Lead Staff Member: Jamie Letzring, Deputy City Manager

STAFF REVIEWS

Interim Department Director	Jamie Letzring, Deputy City Manager	
Appropriations/Finance	Tim Stiles, Finance Director 75	
Legal		
Agenda Acceptance	Mt-	
	VIIV	

PUBLICATION(S) (if applicable)

Published In	Des Moines Register	
Date(s) Published	July 1, 2020	
Letter sent to surrounding property owners N/A		N/A

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	□ Yes	🗆 No	

ATTACHMENTS:

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONDUIT NETWORK LICENSE AGREEMENT

WHEREAS, by Resolution No. ______, adopted July 6, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Economic Development Digital Enterprise Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Economic Development Digital Enterprise Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan, is on file in the offices of the Recorders of Dallas County, Madison County, Polk County, and Warren County; and

WHEREAS, the City has received a proposal from Google Fiber Inc. (the "Service Provider"), in the form of a proposed Conduit Network License Agreement (the "Agreement") by and between the City and the Service Provider; and

WHEREAS, the City wishes to expand its underground conduit network to preserve its congested right-of-way, attract additional private sector companies as licensees in the network, and encourage the deployment of a private, fiber-to-the-premises network, all in an effort to bring world-class connectivity to every resident and business in the City; and

WHEREAS, the Service Provider wishes to support the City's goals by becoming the inaugural Citywide Licensee in the City's multi-user underground conduit network, committing to make monthly license payments, and deploying its fiber-to-the-premises network to residents and businesses throughout the City; and

WHEREAS, pursuant to the terms of the Agreement, the City and the Service Provider would establish their respective rights and obligations in connection with the multi-tenant conduit network and provide for the Service Provider to be a licensee of the conduit network; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 6th day of July, 2020.

Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson, City Clerk

CONDUIT NETWORK LICENSE AGREEMENT

This Conduit Network License Agreement, including the attached Exhibits (the "Agreement"), is entered into as of the date of last signature below (the "Effective Date") by and between the City of West Des Moines, a municipal corporation in the State of Iowa ("City"), and Google Fiber Inc., a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, California 94043 (together with its direct and indirect subsidiaries, "Google Fiber").

BACKGROUND

A. In 2016, the City set a goal of universal broadband access for all residents and businesses. Ever since, the City has actively pursued that goal through shared resources and collaborations between the public and private sectors, including shared or joint fiber conduit systems.

B. Four years later, the City recognizes how COVID-19 has laid bare the importance of universal broadband access -- for the City of West Des Moines and for the country. Indeed, broadband access is fundamental to life in the 21st Century. Among other things, it unlocks new opportunities for learning from home, working from home, and the expanding services provided by tele-health.

C. Over the last four years, the City has worked with several carriers in the area to understand their needs and develop opportunities for collaborative network builds. The City has learned that there is presently limited interest in the private market for providing citywide broadband access. It has also experienced resistance to concepts such as "one dig" policies or municipal open trench ordinances that could entail one company making private investments that increase access to facilities that can increase potential competition.

D. The City wishes to expand its underground conduit network, attract additional private sector companies as licensees in the network, and encourage the deployment of a citywide, high-speed broadband network for the residents and businesses in the City, all in an effort to bring high-speed broadband connectivity to the residents and businesses in the City.

E. Google Fiber wishes to support the City's goals by becoming the inaugural, Citywide Licensee in the City's multi-user underground conduit network, committing to make monthly license payments, and deploying its high-speed network to residents and businesses throughout the City.

F. With this Agreement, the City and Google Fiber establish their respective rights and obligations in connection with the multi-tenant conduit network, Google Fiber's position as the inaugural Citywide Licensee, and the occupancy and use by Google Fiber of portions of the Conduit Network.

AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Google Fiber agree as follows:

1. **DEFINITIONS**

- 1.1. "Acceptance Date" is defined in Section 4.2.4.
- 1.2. "Acceptance Testing" is defined in Section 4.2.2.
- 1.3. "Access Point" means a physical point in the Conduit Network: (a) where Google Fiber can readily and safely access the inside of the Licensed Conduit and the fiber and Equipment for installation, repair, maintenance, replacement, and removal, without the need for excavating a road, sidewalk, or other surface, including without limitation at the vaults, pedestals, cabinets,



and other conduit termination or junction locations; and (b) is connected through Local Access Conduit to the Meet-Me Point.

- 1.4. "Acquired Conduit Network" means interconnected conduits that are not constructed as contemplated by any Network Section Design but that, following the Effective Date, are installed beneath the public right-of-way or private property in the City in connection with any newly developed residential or commercial real estate development, meet the Specifications, are connected to the Local Access Conduit, and are dedicated, gifted, or otherwise transferred to the City by the developer of residential or commercial properties.
- 1.5. "Agreement" means this Conduit Network License Agreement including attached Exhibits.
- 1.6. "Adjusted Unit Rate" is defined in Section 5.1.2.
- 1.7. "Arterial Conduit Network" means the portions of the Local Access Conduit that are designed to contain the Trunk Cables.
- 1.8. "Authorizations" means all permits and authorizations from all third parties that have the right to grant or withhold its authorization, permission, or consent, which authorization, permission, or consent is required under applicable law for: (a) constructing the Conduit Network, (b) traversing, occupying, and accessing the property on, in, or under which the Conduit Network is constructed and maintained, (c) maintaining and repairing the Conduit Network, and (d) granting to Google Fiber the license, access, and usage, and all other rights set out in, or contemplated by, this Agreement.
- 1.9. "Business Day" means each calendar day, excluding Saturdays, Sundays, and federally recognized holidays.
- 1.10. "City" is defined in the preamble to this Agreement.
- 1.11. "City Bonds", or "Bonds", mean the general obligation urban renewal bonds to be issued by the City in one or more series for the purpose of funding the design and construction of the Conduit Network.
- 1.12. "City Indemnified Party" is defined in Section 12.1.
- 1.13. "Citywide Licensee" means a licensee that licenses at least ninety percent (90%) of the Conduit Network measured by linear route feet of licensed conduit.
- 1.14. "Commencement Date" is defined in Section 5.1.1.
- 1.15. "Conduit Network" means the underground conduit network currently existing in the City and which the City plans to expand within the Municipal Authority Area as contemplated by this Agreement. For the avoidance of doubt, Conduit Network does not include any City-owned conduit that currently exists or is subsequently constructed or acquired that is not included in a Network Section Design, except with respect to Drop Conduits, any Acquired Conduit Network, and any Extended Conduit Network.
- 1.16. "**Confidential Information**" means all strategic, functional, technical, financial, marketing, sales, promotional and other information (including all related know-how, implementation, operational methods and procedures) related to the business of a Party, which is disclosed by one



Party to the other Party, to the extent that such information is marked or identified as confidential or proprietary or would normally be considered confidential under the circumstances, excluding information that: (a) is independently developed by the receiving Party, (b) is lawfully received by the receiving Party free of any obligation to keep it confidential, or (c) becomes generally available to the public other than by breach of this Agreement. Disclosure of Confidential Information is subject to the Iowa Open Records Law and Section 13.2.

- 1.17. "**Constructible Address**" means a residential or commercial address within the Municipal Authority Area that the City designates in a Network Section Design as either: (a) a Designed Address, or (b) as having the potential to be served by a Drop Conduit at some point after the Acceptance Date of the Network Section such that when it is served by a Go-Back Drop Conduit it converts into a Go-Back Address.
- 1.18. "Costs" means all actual, documented, and reasonable costs incurred and computed in accordance with generally accepted accounting principles and include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs (the overhead allocation will not exceed twenty percent (20%) of the labor costs computed without such overhead); and (b) other direct costs and out-of-pocket expenses on a pass-through basis (including without limitation equipment, materials, supplies, contract services, sales, use or similar taxes, and professionals' fees).
- 1.19. "Damage" is defined in Section 6.1.1.
- 1.20. "Delivery Delay Credit" is defined in Section 3.3.
- 1.21. "Delivery Milestone Date" is defined in Section 3.3.
- 1.22. "**Delivery Date**" means the date on which the City actually completes the installation of the Licensed Conduit for a Network Section and the Licensed Conduit is ready for Acceptance Testing.
- 1.23. "Designed Address" means a Constructible Address that the City intends to be served by a Drop Conduit as of the Acceptance Date of the Network Section in which such Constructible Address is located in accordance with the Network Section Design. A Designed Address will convert to a Servable Address as of the later of (a) Acceptance Date of the Licensed Conduit in the applicable Network Section and (b) the actual Acceptance Date of the Drop Conduit serving the SxU or MxU associated with such Designed Address.
- 1.24. "Draft Network Section Design" is defined in Section 2.1.1.
- 1.25. "**Drop Conduit**" means a segment of Licensed Conduit that is connected through Local Access Conduit to the Meet-Me Point, and that begins from the edge of the public right-of-way or private road and runs along a lateral pathway ending at an Access Point located inside or on the exterior wall of a residential or commercial structure.
- 1.26. "Effective Date" is defined in the preamble to this Agreement.
- 1.27. "Equipment" means communications and networking facilities used for fiber service drops, and other equipment owned or leased from third parties by Google Fiber and used in connection with providing its communications services.



- 1.28. "Evaluation Period" means the period of twenty (20) Business Days after Google Fiber receives the Acceptance Testing results.
- 1.29. "Existing Third-Party User" is defined in Section 4.5.2.
- 1.30. "Extended Conduit Network" means interconnected conduits that: (a) are installed by the City beneath the public right of way or private property in the City after the City has achieved Initial Network Completion, (b) were not included in a Network Section Design, (c) meet the Specifications, and (d) are connected to the Local Access Conduit.
- 1.31. "Extension Term" is defined in Section 9.5.
- 1.32. "First Delivery Milestone Date" is defined in Section 3.2.1.
- 1.33. "First Section Design" is defined in Section 2.2.
- 1.34. "Force Majeure Event" means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of commercially reasonable efforts, the claiming Party is unable to overcome or avoid or cause to be avoided, including but not limited to acts of God, fire, explosion, flood, storm or other similar catastrophe, war, revolution, civil commotion, acts of public enemies, pandemic, terrorism or national emergency, or any law, order, or regulation of the government (or any department, agency, commission, court, or bureau of a government) resulting from the above. Notwithstanding the foregoing, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of the effects of the COVID-19 outbreak, as of the Effective Date, the continuation of which the Parties agree will not be deemed a Force Majeure Event, absent changes in circumstances or occurrence of events, as of the date hereof, beyond the Parties' reasonable control which would independently meet the definition of a Force Majeure Event.
- 1.35. "Franchise Fee Credit" is defined in Section 4.7.1.
- 1.36. "Go-Back Address" means a Constructible Address for which Google Fiber has received a request for Google Fiber's services or permission to install a Drop Conduit after the Acceptance Date for the applicable Network Section. A Go-Back Address will convert to a Servable Address as of the Acceptance Date of the Drop Conduit serving such Go-Back Address.
- 1.37. "Go-Back Drop Conduit" means a Drop Conduit serving a Go-Back Address.
- 1.38. "Google Fiber" is defined in the preamble to this Agreement.
- 1.39. "Google Fiber Indemnified Party" is defined in Section 12.1.
- 1.40. "Google Fiber Network" means the fiber and Equipment installed by Google Fiber in the Licensed Conduit, or any portion thereof.
- 1.41. "Initial Network Completion" is defined in Section 3.4.
- 1.42. "Initial Network Completion Date" is defined in Section 3.4.



- 1.43. "Initial Term" is defined in Section 9.1.
- 1.44. "Interfering Use" is defined in Section 4.6.
- 1.45. "Licensed Conduit" is defined in Section 4.1.1.
- 1.46. "Local Access Conduit" means conduit in the Conduit Network that is installed in the public rights-of-way and connects the Meet-Me Point to Drop Conduit Vaults or Drop Demarc Vaults (each as defined in the Specifications).
- 1.47. "Material Change" means, with respect to a Network Section: (a) a modification to the Network Section from the applicable Network Section Design, whether or not such modification is first recorded as such in the corresponding Network Section Design, made during or prior to construction of such Network Section that would materially affect the ability of the Licensed Conduit in the Network Section to meet the Specifications; or (b) a change of more than thirty percent (30%) of the number or locations of Designed Addresses contained in the Network Section.
- 1.48. "**Meet-Me Point**" means a point on the Conduit Network at which the Conduit Network connects to a facility or network designated by Google Fiber, at which Google Fiber may interconnect the Google Fiber Network to optronics and other facilities, and to other networks, for purposes of aggregating and backhauling the data carried on the Google Fiber Network and for connecting the Google Fiber Network to the public Internet.
- 1.49. "**Municipal Authority Area**" means the geographic area within the corporate boundaries of the City and areas not farther than ten (10) miles outside of the corporate boundaries of the City where the City owns the public right-of-way and has the authority under applicable law to grant any licensee of the Conduit Network the right to install, repair, maintain, operate, and replace fiber and other communications facilities under the public right-of-way in which such licensed portion of the Conduit Network is located.
- 1.50. "**MxU Development**" means a residential multi-dwelling development, or commercial multitenant development, in each case containing one or more MxU Buildings. Multiple MxU Buildings that share a single address will be deemed to be a single MxU Development.
- 1.51. "**MxU Building**" means a residential multi-dwelling unit building or a multi-tenant commercial building. Notwithstanding the foregoing, a residential multi-dwelling unit building or multi-tenant commercial building that is structurally separate from, or does not share an interior connection to, an adjacent building is deemed to be a separate MxU Building, notwithstanding its having common ownership with an adjacent building.
- 1.52. "Network Delivery Form" is defined in Section 4.2.1.
- 1.53. "Network Section" means each of the sections of the Conduit Network as described in the First Section Design, and includes the Licensed Conduit as described in one or more Network Delivery Forms in accordance with the applicable Network Section Design.
- 1.54. "Network Section Design" means the final network design for each Network Section, including any subsequent updates and modification thereto, prepared by the City in accordance with the Specifications and approved by Google Fiber, and used in connection with the construction of the applicable Network Section.



- 1.55. "Network Validation Period" means, with respect to any Network Section, the period of time beginning on the date on which the Network Section Design for such Network Section is deemed validated and ending on the date that is eighteen (18) months following the date on which such Network Section is accepted in accordance with Section 4.2.
- 1.56. "**Non-Standard Address**" is a residential or commercial address served by a Non-Standard Drop Conduit for which the City elects to install the Drop Conduit in consideration for a monthly License Payment at the Unit Rate in accordance with Section 3.6.
- 1.57. "**Non-Standard Drop Conduit**" means a Drop Conduit for which the Parties have agreed for the City to install in accordance with Section 3.6.
- 1.58. "Open Records Law" means Iowa Code chapters 21 and 22.
- 1.59. "Party" means the City or Google Fiber and "Parties" means the City and Google Fiber.
- 1.60. "**Person**" means a natural person, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other legal entity or organization, or a governmental authority.
- 1.61. "Pro-Rated Operating Cost" means, with respect to each calendar year during the Extension Term, the City's budgeted out-of-pocket costs for performing the operations and maintenance on the Conduit Network in accordance with Section 6, Exhibit F and Exhibit G, plus twenty percent (20%) for shared overhead and administrative expenses, pro-rated by the total linear footage of the Licensed Conduit utilized by Google Fiber compared to the sum of (a) the total linear footage of the Conduit Network used respectively by Google Fiber and by each Third-Party Users and (b) the linear footage of the Conduit Network that has capacity for additional licensees. A Third-Party User will be included for purposes of calculating the following year's Pro-Rated Operating Cost if such Third-Party User has an agreement with the City to use the Conduit Network or any portion thereof for at least one hundred and eighty (180) days during such following year.
- 1.62. "Rate Chart" is defined in Section 5.1.3.1.
- 1.63. "Service Credit" is defined in Exhibit G.
- 1.64. "Servable Address" means a residential or commercial address that is (a) located within the Municipal Authority Area and (b) assigned to a SxU that is served by a Drop Conduit, or to a MxU Development in which every MxU Building in such MxU Development is served by a Drop Conduit. A SxU is deemed to be served by a Drop Conduit if there is an Access Point on the Drop Conduit, both meeting the Specifications, located on the exterior wall of the SxU. A MxU Building is deemed to be served by a Drop Conduit if there is an Access Point on a Drop Conduit, both meeting the Specifications, located (x) inside the telecom closet or similar space at which there are existing fiber communications cables or ducts connecting to the individual units located in the MxU Building; or (y) if there is no available telecom closet or similar location, on the exterior wall of the MxU Building. Subject to the foregoing, the number of Servable Addresses in a single building with multiple tenants will be the higher of (i) the number of suites, units, or other subdivided portions of a building that are designed for permitting purposes to be used by separate tenants, (ii) the number of suites, units, or other subdivided portions of the buildings that are actually separately leased to tenants; provided, however, that multiple suites or units made available by a single entity operating a co-working space business will be deemed to be one Servable Address.



- 1.65. "Shortfall Credit" is defined in Section 5.1.2.
- 1.66. "**Specifications**" means the minimum viable architecture and other specifications for the Conduit Network as set out in Exhibit A, which Specifications may be altered by mutual written consent of the Parties and pursuant to a written, agreed-upon process, when appropriate to achieve value engineering or cost savings.
- 1.67. "**SxU**" means a single-family residential building or a single-tenant commercial building. In any series of physically connected row houses, townhouses, terrace houses or similar buildings, separate dwelling units or commercial units that are individually owned will be deemed separate SxUs.
- 1.68. "Term" means the Initial Term plus the Extension Term (if applicable).
- 1.69. "Third-Party Revenue" is defined in Section 5.5.
- 1.70. **"Third-Party User"** means any third party that installs or maintains any facilities or equipment in the Licensed Conduit pursuant to a license, lease, or other agreement with the City.
- 1.71. **"Trunk Cables**" means the fiber cables in the Google Fiber Network designated as critical routes in accordance with the Specifications.
- 1.72. "Unit Rate" is defined in Section 5.1.1.
- 1.73. "Universal Access Credit" is defined in Section 5.5.
- 1.74. "Up-Front Address" is defined in Section 5.1.4.

2. CONDUIT NETWORK DESIGN

- 2.1. General.
 - 2.1.1. <u>Network Section Designs</u>. The City shall design the Conduit Network, which may consist of separate designs for each Network Section (each a "Draft Network Section Design"), consistent with the Specifications. Upon Google Fiber's validation in accordance with Section 2.3, a Draft Network Section Design will be deemed the Network Section Design for purposes of this Agreement.
 - 2.1.2. Design Contents. Each Draft Network Section Design will include the information mutually agreed upon by the Parties for First Section Design, and at a minimum will include the list of all Designed Addresses and other Constructible Addresses within the Network Section corresponding to such Draft Network Section Design. Each Draft Network Section Design will designate no fewer than the number of Constructible Addresses (including Designed Addresses) as set out in Exhibit B for the applicable Network Section. The City will designate no fewer than 34,000 addresses as Constructible Addresses (including Designed Addresses) collectively across all Network Section Designs for the Conduit Network.
 - 2.1.3. <u>Access Points</u>. Without limiting the Specifications, each Draft Network Section Design will require, and specify the design for, the construction of at least one (1) Drop Conduit Vault or Drop Demarc Vault (each as defined in the Specifications) located no further



than five (5) feet from the property line of, and on the same side of the street crossing as, each of at least ninety percent (90%) of the parcels or lots that have one or more residential or commercial addresses associated with the building or buildings on such parcel or lot.

- 2.1.4. <u>Sequencing</u>. The Parties will mutually agree on the sequence of the design, construction, and delivery of the Network Sections in the Conduit Network as soon as practicable following the Effective Date, with the goal of reducing the cost to the City of construction while maximizing the number of Servable Addresses. Once agreed upon in writing, the sequence of Network Sections will be memorialized in an amendment to <u>Exhibit B</u>, and may be revised thereafter only if (a) the City can reasonably articulate how such revisions would have a material positive impact on the cost or speed of the City's construction of the Conduit Network and such revisions are made prior to the delivery of the First Section Design under Section 2.2; or (b) by mutual agreement of the Parties.
- 2.2. **First Section Design**. The City will deliver the first Draft Network Section Design ("**First Section Design**") to Google Fiber for review and validation by December 31, 2020. The First Section Design will also include: (a) the design for the Arterial Conduit Network, and (b) the design for the connections between the Conduit Network and the Meet-Me Points at the locations indicated in Exhibit A.
- 2.3. Review, Comment, and Validation. Google Fiber will review each Draft Network Section Design and will reasonably determine whether the Draft Network Section Design meets the Specifications, the requirements of Section 2.1, and the Network Section sequencing set out in Exhibit B (including any modifications made thereto in accordance with Section 2.1.4). Google Fiber will notify the City in writing of the result of its evaluation and provide written comments and proposed revisions, including notifications of any deficiencies to the Draft Network Section Design as compared to the Specifications and Exhibit B within ten (10) Business Days of receiving such Draft Network Section Design. The City will provide Google Fiber with a revised Draft Network Section Design within twenty (20) Business Days following receipt of Google Fiber's comments and identified deficiencies, and Google Fiber will have an additional ten (10) Business Days to review and reasonably determine whether the revised Draft Network Section Design meets the Specifications and is consistent with Exhibit B. The Parties will cooperate in good faith to address and resolve any comments and deficiencies identified by Google Fiber. Each Draft Network Section Design will be deemed validated by Google Fiber: (a) upon written notice provided by Google Fiber to the City of such validation, (b) at the end of the ten (10) Business Days following Google Fiber's receipt of such Draft Network Section Design, or of revised versions of such Draft Network Section Design, unless Google Fiber has either provided written proposed revisions on the Draft Network section Design to the City, or has provided written notice to the City of Google Fiber's reasonable need for up to an additional ten (10) Business Days for its review (only one such extension is allowed per Network Section Design).
- 2.4. <u>Material Change to Network Section</u>. If the City intends to make any Material Change to a Network Section or a portion thereof prior to or during its construction, the City will promptly notify Google Fiber in writing of such Material Change and provide Google Fiber with the proposed design changes. Google Fiber and the City will follow the procedures set forth in Section 2.3 with respect to the review, comment, and validation of such design changes. The City will not implement any Material Change to a Network Section unless the proposed design modification is validated, or deemed validated under Section 2.3, by Google Fiber.



2.5. Ownership of Designs. To the extent the City has the legal right to do so, the City (a) will grant to Google Fiber a nonexclusive and irrevocable (during the Term of this Agreement) license to use the Draft Network Section Designs and the Network Section Designs for purposes of designing, installing, maintaining, or removing the Google Fiber Network; and (b) will provide Google Fiber with a nonexclusive license to use or share the designs for purposes unrelated to the Google Fiber Network. Google Fiber acknowledges and agrees that the City may share the Draft Network Section Designs and the Network Section Designs with potential Third-Party Users and said designs may be subject to review and comment by potential Third-Party Users, provided such review and comment does not interfere with Google Fiber's rights hereunder and does not negatively affect the review, comment, and validation process set out in Section 2.3 or the schedules set out in Section 3 and in Exhibit B.

3. CONSTRUCTION TIMEFRAME AND PROJECTED DELIVERY MILESTONES.

3.1. **Progress Updates.** The City will meet and confer with Google Fiber, including Google Fiber's third-party engineering or other contractors, to discuss the construction progress of the Conduit Network on at least a monthly basis, such meetings to take place by telephone, videoconference, at the construction site, or at such location mutually agreed to by the Parties.

3.2. First Network Section.

- 3.2.1. The City will deliver the first Network Section meeting the Specifications and the First Section Design and containing the number of Servable Addresses equal to or exceeding 50% of the number of Designed Addresses in such Network Section by July 31, 2021 ("First Delivery Milestone Date").
- 3.2.2. In the event that, by the Acceptance Date (as described in Section 4.2.4) for the First Network Section, fewer than 50% of the Designed Addresses for the First Network Section have become Servable Addresses, then either Google Fiber or the City may terminate this Agreement in accordance with Section 9.4.2.
- 3.3. Delivery Schedule for Additional Network Sections. Exhibit B sets out the agreed upon delivery schedule dates for the Network Sections after the first Network Section (each date a "Delivery Milestone Date"). If the City anticipates that it will not be able to deliver a Network Section by the applicable Delivery Milestone Date, the City will notify Google Fiber in writing at least thirty (30) Business Days prior to such Delivery Milestone Date. If the City fails, by a Delivery Milestone Date, to deliver the corresponding Network Section that has been accepted in accordance with Section 4.2, and such failure is reasonably attributable to either the City's construction contractors' failure to complete construction in accordance with the timeframes set out in Exhibit B or the City's failure to take steps reasonably within its control to meet the applicable Delivery Milestone Date, then the City will provide a credit to Google Fiber (a "Delivery Delay Credit") against Google Fiber's then-current total monthly License Payment. The amount of the Delivery Delay Credit will be equal to Five Hundred Dollars (\$500) for each day completion is delayed beyond the applicable Delivery Milestone Date.
- 3.4. Initial Network Completion. The City will achieve Initial Network Completion by the 2nd (second) anniversary of the date on which the First Section Design is deemed validated under Section 2.3 (the "Initial Network Completion Date"). "Initial Network Completion" means the City has delivered to Google Fiber the agreed upon number of Network Sections that meet the Specifications and corresponding Network Section Designs and have been validated by Google Fiber pursuant to Section 4.2.



- 3.5. <u>Go-Back Drop Conduits</u>. The City will install Drop Conduits to serve Constructible Addresses in accordance with the timeframe set out in <u>Exhibit G</u>, provided that this requirement will cease to apply once the total number of Servable Addresses equals or exceeds 42,000.
- 3.6. Non-Standard Drop Conduit Installations. In the event that Google Fiber notifies the City in writing that Google Fiber has received a request for service for a residential or commercial address within a Network Section that is not already served by a Drop Conduit and is not a Constructible Address, the City will: (a) provide Google Fiber with a firm estimate of the cost for installing a Drop Conduit to serve such address, (b) notify Google Fiber that the City elects to install the Drop Conduit in consideration for a monthly License Payment at the Unit Rate for the Servable Address served by such Drop Conduit, or (c) decline to install a Drop Conduit. If the City provides an estimated cost for such Drop Conduit, Google Fiber will either accept or reject the estimate within twenty-four (24) hours after receiving the estimate. Failure to reply within 24 hours shall be deemed a rejection by Google Fiber. If Google Fiber accepts the City's estimate, or if the City elects to install the Drop Conduit in consideration for a monthly License Payment at the Unit Rate, then the City will install such Drop Conduit in accordance with the timeframe set out in Exhibit G. If the City elects to install the Drop Conduit in consideration for a monthly License Payment at the Unit Rate or if Google Fiber accepts the City's estimate, then the address served by such Drop Conduit will be deemed a Servable Address in accordance with Section 5.1.4. If Google Fiber rejects the City's estimate or the City declines to install a Drop Conduit, neither Party will have any obligation to the other Party with respect to such address, without prejudice to Google Fiber's right to make future requests for the same address under this Section 3.6.
- 3.7. Financing and Contracting Contingency. In the event that the City is unable to complete one or more offerings of Bonds required to finance the construction of the Conduit Network as contemplated, or if the City does not execute an agreement with a construction contractor for the construction of some or all of the Conduit Network following the completion of the competitive bid process, and either such event continues for a period of three (3) months following the Effective Date, City will notify Google Fiber of whether the City intends to complete construction of the Conduit Network, and if it so intends, will also provide reasonable assurances to Google Fiber that it is able to do so. If the City indicates that it does not intend to complete the construction of the Conduit Network under the preceding sentence or the City's inability to complete the contemplated Bonds offering or execute an agreement with a construction contractor continues for a period of six (6) months after the Effective Date, either Party may terminate this Agreement in accordance with Section 9.4.3. For the avoidance of doubt, unless and until this Agreement is terminated in accordance with this Section 3.7 and Section 9.4.3., the City's inability to complete one or more offerings of Bonds for any reason or its inability to execute an agreement with a construction contractor, in each case other than as a result of a Force Majeure Event, will not suspend, toll, or otherwise affect either Party's obligations under the rest of this Agreement.

4. LICENSING CONDUIT NETWORK

4.1. Grant of License: Limit on Obligation to License.

4.1.1. The City hereby grants to Google Fiber a license for, and the right to access and use, for purposes of installing, maintaining, operating, repairing, and replacing the Google Fiber Network and providing any lawful service that does not constitute an Interfering Use, such conduit space and dedicated ducts in the Conduit Network consistent with the Specifications and as further described in one or more Network Section Designs and one



or more Network Delivery Forms, to be delivered by the City and accepted by Google Fiber in accordance with Section 4.2 (the "Licensed Conduit"). The license for Licensed Conduit in each Network Section will be deemed to begin upon Google Fiber's acceptance of the applicable Network Section and will end upon the expiration of the Term. The parties acknowledge and agree that the Licensed Conduit constitutes a license and right of use of the City's personal property, and that the rights granted by the City to Google Fiber under this agreement is not a conveyance of any interest in any real property.

4.1.2. Notwithstanding anything else to the contrary in this Agreement, Google Fiber will not be required to accept for delivery or to license, and no such delivery will be deemed accepted by operation of Section 4.2.3, any conduit, in the Conduit Network or otherwise, delivered by the City after Google Fiber has accepted Drop Conduits connecting 42,000 Servable Addresses. Upon the occurrence of the event described in Section 4.1.2, Google Fiber will have the right, but not to the obligation, to license additional Drop Conduits for Servable Addresses pursuant to the terms of this Agreement

4.2. Delivery and Acceptance of Licensed Conduit.

- 4.2.1. <u>Notice of Delivery</u>. The City will provide written notice to Google Fiber no later than sixty (60) days prior to the date, on or after the completion of installation of the Licensed Conduit in a Network Section, on which the City anticipates delivering the Licensed Conduit for Acceptance Testing (the "Estimated Delivery Date"). The written notice will include, at a minimum, the information listed in Exhibit C in a format and medium to be agreed upon in good faith by the Parties as part of the Network Section Design for the first Network Section (the "Network Delivery Form"). The City will also provide a completed Network Delivery Form for Drop Conduits delivered after the Acceptance Date of the Network Section in which they are located.
- 4.2.2. <u>Acceptance Testing</u>. On or after the Delivery Date of the Licensed Conduit in a Network Section, the City will conduct testing in accordance with the conduit testing procedures specified in <u>Exhibit D</u> to verify that the Licensed Conduit in such Network Section was installed in accordance with the Specifications and with the applicable Network Section Design ("Acceptance Testing"). In the event of a conflict between the Specifications and the applicable Network Section Design, the Specifications will control. The City will give Google Fiber at least two (2) days' prior notice of the date, time, and location of Acceptance Testing and Google Fiber will have the right to have representatives present to observe the Acceptance Testing. The City will provide the Acceptance Testing results with its notification to Google Fiber that the Licensed Conduit in such Network Section has been installed in accordance with the Specifications. Nothing in this Section 4.2.2 will limit the City's discretion to provide Third-Party Users with the same notice prior to such Third-Party User's acceptance of its licensed conduit in the Conduit Network.
- 4.2.3. <u>Google Fiber's Evaluation</u>. If Google Fiber does not notify the City during the Evaluation Period that the Licensed Conduit delivered for Acceptance Testing under Section 4.2.2 was not installed in accordance with the Specifications and with the applicable Network Section Design, then such Licensed Conduit will be deemed accepted. If Google Fiber determines that a portion of the Licensed Conduit delivered by the City is not installed in accordance with both the Specifications and the applicable Network Section Design, then during the Evaluation Period, Google Fiber will notify the City and specify in reasonable detail the portions of such Licensed Conduit that are out of



compliance. The City will, at no additional cost to Google Fiber, promptly take such action as is reasonably necessary to bring the installation of such Licensed Conduit within the Specifications and applicable Network Section Design, and the acceptance process set out in Sections 4.2.2 and 4.2.3 will apply to the redelivered Licensed Conduit. During the Evaluation Period, Google Fiber may request by notice to the City the opportunity to independently verify the compliance of the Licensed Conduit with the Specifications and applicable Network Section Design, and the City will provide Google Fiber with escorted access to any intermediate points on the Conduit Network for the purpose of such independent verification, where such access is technically feasible and where an interface point can be made available for testing without adversely affecting the condition or operation of the Conduit Network. Nothing in this Agreement shall be interpreted as preventing the City from making similar access available to Third Party Users, provided such access does not infringe upon Google Fiber's rights hereunder.

4.2.4. <u>Acceptance Date</u>. The "Acceptance Date" with respect to Licensed Conduit delivered under Section 4.2.2 is the earlier of the date Google Fiber confirms its acceptance, or the last day of the Evaluation Period, provided that the Evaluation Period will be suspended for the duration of any corrective action or retesting pursuant to Section 4.2.3. However, no acceptance or deemed acceptance will constitute a waiver by Google Fiber of the City's obligations of maintenance and repair of the Licensed Conduit in accordance with the Specifications, the operations and maintenance procedures (<u>Exhibit F</u>), or the Service Level Agreement (<u>Exhibit G</u>).

4.3. Ownership.

- 4.3.1. <u>Ownership of Conduit</u>. Unless and until the City sells the Conduit Network pursuant to Section 10, the City will remain the legal and beneficial owner of the Licensed Conduit. This Agreement does not give or convey to Google Fiber any ownership property right, or any title or interest of ownership in such Licensed Conduit. Subject to Google Fiber's rights under this Agreement, including without limitation Section 4.5, the City may use the Conduit Network for any lawful purpose, provided that such use is not an Interfering Use and does not require Google Fiber to share the dedicated ducts assigned to Google Fiber within the Licensed Conduit.
- 4.3.2. <u>Ownership of Fiber and Equipment</u>. All ownership or other property interests, rights, and titles in and to any Equipment and any fiber cables installed by or at the direction of Google Fiber in the Licensed Conduit remain with Google Fiber, even if it may be or become attached to or embedded in realty. The City will not access, use, move, modify, or dispose of any Equipment or any portion thereof except as expressly permitted by this Agreement. As between the Parties, Google Fiber is responsible for installing, maintaining, and replacing the fiber cables and associated Equipment in the Licensed Conduit.
- 4.4. <u>Access and Use of Licensed Conduit</u>. During the Term and subject to and in accordance with the terms and conditions of this Agreement, Google Fiber will have the right to use the Licensed Conduit including the exclusive right to use designated ducts within the Licensed Conduit, and will have unrestricted rights of access to the Conduit Network at the Access Points, without prior notice to the City and without payment or posting of any addition permitting fee or bond, for the purposes of installing, testing, maintaining, replacing, or removing its fiber and Equipment, and for purposes of connecting its own conduit to the Licensed Conduit to the extent allowed in this Agreement, and to provide any lawful service provided that such use is not an Interfering Use for



any other Third Party User within the Conduit Network. If the Access Points are physically situated such that appropriately trained personnel cannot reasonably and safely access the Access Points to perform their tasks, the City will, at Google Fiber's request, promptly relocate, at the City's sole expense, such Access Points, or to install new Access Points, to enable such access by Google Fiber and its contractors. Google Fiber also has the right to interconnect the Licensed Conduit at any Access Point to conduit that Google Fiber may own, lease, or otherwise acquire for its own use, provided: (a) Google Fiber receives written permission from the City in advance (such permission shall not be unreasonably withheld provided such connection is consistent with the City's stated purposes for constructing the Conduit Network); (b) such connection does not damage or impair the Conduit Network or other property of the City; and (c) such connection does not constitute an Interfering Use.

4.5. Network Validation Period; Right-of-Way Access Equity.

- 4.5.1. The City acknowledges and agrees that the City stands to benefit from Google Fiber's work inspecting and validating the Leased Conduit, the prompt and orderly deployment of the Google Fiber Network so as to allow for Third Party Users to deploy efficiently, and from building an accurate inventory of excess space in the Licensed Conduit. Google Fiber acknowledges and agrees with the City's objective of ensuring that access to the public right-of-way is available in a fair and equitable manner.
- During the Network Validation Period, the City may require Google Fiber to share space 4.5.2. in the Licensed Conduit installed in any portion of the public right-of-way designated as congested or approaching congested as indicated in Exhibit E, provided that: (a) the total amount of the Licensed Conduit, measured in linear feet, used by all such Third-Party Users may not exceed ten percent (10%) of the total linear footage of the Licensed Conduit accepted by Google Fiber in accordance with Section 4.2; (b) the City will not permit any Third-Parties Users to use any portion of the Licensed Conduit which is not subdivided into separate ducts; and (c) the City will notify Google Fiber as soon as practicable after the City enters into an agreement for the license, lease or other use of the Licensed Conduit with each Third-Party User, and the City will not schedule or permit the scheduling of any work on the Licensed Conduit by such Third-Party User until thirty (30) days following the date of the City's notification to Google Fiber described in clause (c). Except as otherwise provided in the preceding sentence, the City will not require Google Fiber to share space in the Licensed Conduit in a given Network Section, irrespective of whether such Licensed Conduit is subdivided into ducts, with any Third-Party User during Network Validation Period for such Network Section. This Section 4.5.2 shall not be construed to limit the rights of any person that, as of the Effective Date, has entered into an agreement with the City for the use by such person of existing conduit ("Existing Third-Party User") that may be subsequently incorporated into the Conduit Network, from exercising such Existing Third-Party User's rights under such agreement with the City with respect to such existing conduit.
- 4.6. Interfering Use. Google Fiber shall not, and the City shall not permit any Third-Party User of the Conduit Network to, install, store, place, or operate any cables, wires, or other powered or unpowered facilities or equipment in, or to otherwise use or to take any other action with respect to, the Licensed Conduit if such installation, storage, placement, operation, or other use or action constitutes an Interfering Use. For purposes of this Agreement, an "Interfering Use" means any use of, or action with respect to, the Conduit Network that (a) causes any physical or electromagnetic interference in violation of any applicable Federal Communications Commission rule or the National Electrical Safety Code; (b) physically damages the Google Fiber Network or



a Third-Party User's fiber or facilities installed in the Licensed Conduit; or (c) impedes Google Fiber's or a Third-Party User's ability to access, install, repair, replace, or remove the Google Fiber Network or such Third-Party User's facilities, or any portion thereof, due to the placement of facilities and equipment in intermediate vaults or other shared spaces in the Conduit Network, in excess of the space allocated by the City. In the event that Google Fiber determines that a Third-Party User is engaging in an Interfering Use, Google Fiber may notify the City and the City will promptly cooperate with Google Fiber to determine the source of and remediate such Interfering Use. In the event that a Third-Party User notifies the City that it has determined that Google Fiber is engaging in an Interfering Use, Google Fiber will cooperate in good faith with the City and any Third-Party User to promptly determine the source of and remediate such Interfering Use.

- 4.7. <u>No Additional Fees or Charges</u>. During the Term of this Agreement, unless and until expressly and affirmatively compelled by federal or state statute or by a final, non-appealable order of a court with competent jurisdiction, the City will not charge Google Fiber any additional charge, license, encroachment or franchise fee, or any in-kind service or any other consideration, other than the License Payment or other payments expressly described in this Agreement, for the use of the Licensed Conduit as and to the extent set forth in this Agreement.
 - 4.7.1. If the City implements a franchise fee under Iowa Code section 364.2 (or other applicable law) in connection with Google Fiber's use of the Google Fiber Network to provide data, communications, or dark fiber services, then Google Fiber shall be eligible for a "Franchise Fee Credit." The Franchise Fee Credit shall be equal to the amount of franchise fees collected by the City based on Google Fiber's revenue from its customers' purchase of Google Fiber's data, communications, or dark fiber services provided through the Google Fiber Network during the preceding calendar year; provided, however, that (a) the amount of any such credit must be established and substantiated by Google Fiber to the reasonable satisfaction of the City; and (b) under no circumstances shall such credit reduce Google Fiber's monthly license payment after Initial Network Completion to an amount below the Minimum License Payment set forth in Section 5.1.5.
 - 4.7.2. Notwithstanding the foregoing, in the event that Google Fiber offers "cable service" or "video service," as those terms are defined in Chapter 477A of the Iowa Code, as amended, over the Google Fiber Network, Google Fiber will comply with the requirements with Chapter 477A of the Iowa Code including without limitation the payment of any applicable franchise fees to the City and such fees, as well as any franchise fees implemented by the City related to the provision of "cable television" services under Iowa Code section 364.2, shall not result in the provision of any credit to Google Fiber under Section 4.7.1.
- 4.8. <u>Authorizations</u>. The City will obtain (or cause to be obtained) and comply with and maintain the Authorizations for the Term of this Agreement.

4.9. Additions to the Conduit Network.

4.9.1. <u>Acquired Conduit Network</u>. Should the City from time to time acquire ownership of any Acquired Conduit Network, Google Fiber will have the right, but not the obligation, to license space in the Acquired Conduit Network on the same terms as those that apply to the Licensed Conduit, subject to exclusions in this Section 4.9.1, and the conduit licensed by Google Fiber in the Acquired Conduit Network will be deemed Licensed Conduit for



purposes of this Agreement, except that the monthly License Payment for the Licensed Conduit in the Acquired Conduit Network will be equal to the Pro-Rated Operating Cost as applied to the Acquired Conduit Network. Notwithstanding the foregoing, the provisions of Section 2 (Conduit Network Design) and Section 3 (Construction Timeframe and Projected Delivery Milestones), will not apply to any Licensed Conduit in any Acquired Conduit Network.

- 4.9.2. <u>Extended Conduit Network</u>. Should the City from time to time install any Extended Conduit Network, Google Fiber will have the right, but not the obligation, to license space in the Extended Conduit Network on the same terms as those that apply to the Licensed Conduit, subject to exclusions in this Section 4.9.2, and the conduit licensed by Google Fiber in the Extended Conduit Network will be deemed Licensed Conduit for purposes of this Agreement. Notwithstanding the foregoing, the provisions of Section 2 (Conduit Network Design) and Section 3 (Construction Timeframe and Projected Delivery Milestones) will not apply to any Licensed Conduit in any Extended Conduit Network.
- 4.10. **Permitting.** In recognition of the value and benefit of a streamlined permitting process for the efficient and rapid deployment of facilities by private users in the Conduit Network, the Parties will cooperate in good faith on executing a master permitting agreement or similar protocol that will be available for users of the Conduit Network in connection with installing and maintaining their respective facilities therein. Where excavation (as defined in the West Des Moines City Code) of the street or sidewalk surface is not required, the master permitting agreement will enable users of the Conduit Network to obtain permission from the City upon submission of a prior electronic, consolidated notice containing the scheduled time and location of work, and identifying information previously provided by the City to such user about the portions of the Conduit Network to be accessed. If the City determines that an ordinance is required to adopt such streamlined permitting process, it will take steps consistent with applicable law and procedures to adopt such an ordinance prior to executing a master permitting agreement or similar protocol.

5. PAYMENTS

5.1. License Payments.

5.1.1. Amount. Google Fiber will pay a monthly license fee (the "License Payment") for the Licensed Conduit equal to \$2.25 (such amount, the "Unit Rate"), subject to adjustments, if any, under Section 5.1.2, multiplied by the number of Servable Addresses in the Network Sections that have been accepted and that have been reconciled in accordance with this Section 5.1.1. The date on which each Servable Address will begin to be counted for purposes of calculating the License Payment (such date the "Commencement Date") will be three (3) months after the Acceptance Date for the Network Section containing the Drop Conduit for the Servable Address. No later than ten (10) Business Davs before the Commencement Date for the Servable Addresses in a Network Section, Google Fiber will provide the City with the total number of Servable Addresses Google Fiber believes should be counted for purposes of calculating the License Payment. In the event of any discrepancy between the Parties' count of the number of Servable Addresses, the City will verify the actual number of Servable Addresses at the relevant locations and the Parties will reconcile their respective lists. If a Drop Conduit is added to convert a Designed Address, Constructible Address, or Nonstandard Address in a Network Section to a Servable Address after the Acceptance Date



for the Network Section, then the acceptance process set forth in Section 4.2 shall be applied to the added Drop Conduit and the Commencement Date for the new Servable Address shall be three (3) months after the Acceptance Date for the added Drop Conduit. The City will provide a Network Delivery Form with an updated list of the total number of Servable Addresses (such updated list subject to Section 5.1.4) no later than ten (10) Business Days before the Commencement Date for such Servable Addresses, and the Parties will reconcile any differences between their respective lists of Servable Addresses prior to the City's issuance of its next invoice.

5.1.2. <u>Shortfall Adjustments</u>. If, by the Initial Network Completion Date, the City has delivered Network Sections that have been accepted in accordance with Section 4.2 containing fewer than 37,610 Servable Addresses (including any Servable Addresses added to a Network Section after the particular Network Section was accepted), then beginning with the following month's invoice and thereafter for the remainder of the Initial Term (until further revised in accordance with this Section 5.1.2 if applicable), the Unit Rate will be adjusted in accordance with the following table based on the total number of Servable Addresses, and as adjusted will be the "Adjusted Unit Rate":

Number of Servable Addresses	Adjusted Unit Rate
37,610 or greater	\$2.25 (same as Unit Rate)
Less than 37,610, greater than 36,000	\$2.00
Less than 36,001, greater than 35,000	\$1.75
Less than 35,001, greater than 34,000	\$1.50
Less than 34,001, greater than 33,000	\$1.25
Less than 33,001, greater than 32,000	\$1.00
Less than 32,001, greater than 31,000	\$0.75
Less than 31,001	\$0.50

The City may deliver additional Servable Addresses after the Initial Network Completion Date, and Google Fiber will accept such additional Licensed Conduit provided that they otherwise meet the acceptance criteria in Section 4.2 (up to the a total of 42,000 Servable Addresses), and any such additional Servable Addresses will be added to the total number of Servable Addresses for purposes of calculating the License Payment in accordance with Section 5.1.1 and Section 5.1.2. In the event that the City has not delivered at least 37,610 Servable Addresses within two (2) years after the Initial Network Completion Date, the City will provide an additional credit to Google Fiber (the "Shortfall Credit") in an amount equal to: (a) the total amount of the License Payments that had accrued through the month prior to the month of the Initial Network Completion Date, after adjusting for any Delivery Delay Credits or Service Credits, minus (b) the total amount in License Payments that Google Fiber would have been charged, after adjusting for any applicable Delivery Delay Credits and Service Credits, had the Unit Rate been equal to



the Adjusted Unit Rate, calculated as of the second anniversary of the Initial Network Completion Date, for the period prior to the Initial Network Completion Date.

- 5.1.3. Rate Structure/Adjustment for More Favorable Pricing.
 - 5.1.3.1. Upon the Initial Network Completion Date, the City shall prepare a rate chart ("Rate Chart") evidencing the minimum per linear foot rate to be charged for users of the Conduit Network. The Rate Chart shall have a declining rate structure so that the per linear foot rate decreases as the percentage of Conduit Network licensed by the user increases. The lowest per linear foot rate in the Rate Chart shall be 20% less than the per linear foot rate calculated in Section 5.1.3.2, without taking into account any credits described in this Agreement.
 - 5.1.3.2. Upon the Initial Network Completion Date, the City and Google Fiber shall work cooperatively to translate the License Payment calculated under Sections 5.1.1, 5.1.2., and 5.1.5, exclusive of any credits available under this Agreement, into a per linear foot of Licensed Conduit rate.
 - 5.1.3.3. Unless the Third-Party User licenses more linear feet of the Conduit Network than Google Fiber, the monthly License Payment amount will at all times during the Term be equal to or less, on a per-linear-foot of Licensed Conduit basis, than the lowest amount that the City charges any Third Party User of the Conduit Network when the amount charged to such other user is calculated in or converted to a perlinear foot basis of the Conduit Network licensed or otherwise used by such user. In the event the City offers a Third Party User the use of the Conduit Network at a price that, upon conversion of such pricing to a per-linear-foot of licensed conduit basis, is lower than the per-linear-foot amount of the License Payment, and the Third-Party User is not licensing more linear feet of the Conduit Network than Google Fiber, the City will immediately notify Google Fiber in writing and Google Fiber may accept such more favorable pricing in lieu of the amount of the License Payment established under this Agreement by providing written notice to the City. The transition to the more favorable pricing shall be effective as of the second License Payment date after the City's receipt of the written notice from Google Fiber and continue through the earlier of the date when the more favorable rate is no longer being provided to a Third Party User (after which date the Google Fiber License Payment shall be calculated pursuant to Sections 5.1.1, 5.1.2, and 5.1.5) or the end of the Initial Term.
- 5.1.4. Up-Front Addresses: Non-Standard Addresses. The City will receive for a Go-Back Address, upon its conversion into a Servable Address, the License Payment in accordance with this Section 5, except that the City may, by notifying Google Fiber in writing prior to the Commencement Date for such Servable Address, elect to receive as license payment for such Servable Address for the remainder of the Initial Term a one-time payment of \$250 in the following invoice; provided, however, that such election is available only after the total number of Servable Addresses equals or exceeds 37,610. A Servable Address for which the City elects to receive this one-time payment will be deemed an "Up-Front Address." In the event the Parties agree under Section 3.6 for the City to install a Non-Standard Drop Conduit in exchange for the quoted estimated cost, Google Fiber will pay the estimated amount in the invoice following the Commencement Date for such Non-Standard Drop Conduit. Up-Front Addresses and Non-Standard Addresses will not be counted as Servable Address solely for the purpose of determining the number of Servable Address solely for the purpose of determining the number of Servable Addresses to be multiplied by the Unit Rate or Adjusted Unit



- Rate, and the Drop Conduits serving Up-Front Addresses or Non-Standard Addresses will be subject to the terms of this Agreement applicable to other Drop Conduits and will be counted as Servable Addresses for all other purposes including in determining the applicable Unit Rate or Adjusted Unit Rate.
- 5.1.5. <u>Minimum License Payment Upon Initial Network Completion</u>. Upon Initial Network Completion, irrespective of the number of Servable Addresses, the minimum monthly License Payment for the Initial Term, after accounting for any credits under Section 5.4, will be \$20,000.

5.2. Invoicing Process.

- 5.2.1. The City will invoice Google Fiber for the Licensed Conduit for any given Servable Address only on or after the Commencement Date for such Servable Address. The City will invoice Google Fiber for the License Payment on a monthly basis in arrears. The City will deliver invoices to Google Fiber at an address that Google Fiber specifies.
- 5.2.2. Google Fiber will tender payment of the amount of the License Payment due within forty-five (45) days of the date of Google Fiber's receipt of each invoice.
- 5.3. <u>Audit Rights</u>. Google Fiber will have a limited right to access the documents, records, and systems in the City's custody or control that the City relied upon and are sufficient to calculate the License Payments or other charges stated in an invoice, including the Pro-Rated Operating Cost during the Extension Term and any credits or Unit Rate adjustments due under this Agreement, and to calculate the amount of any credits due to Google Fiber. Google Fiber is responsible for the costs associated with any requested audit, <u>provided</u>, <u>however</u>, that if an audit reveals an overcharge of the License Payment or an underpayment of any credit, by more than twenty-five thousand dollars (\$25,000), then the City will reimburse Google Fiber for Google Fiber's Cost of the audit.
- 5.4. <u>Credits</u>. Google Fiber's License Payments will be subject to reductions for (a) Delivery Delay Credits, if any, calculated in accordance with Section 3.3; (b) Service Credits, if any, calculated in accordance with the Service Level Agreement (<u>Exhibit G</u>); (c) Franchise Fee Credits, if any, calculated in accordance with Section 4.7.1; (d) the Shortfall Credit, if any, calculated in accordance with Section 5.1.2; and (e) any credits due under Section 5.5. Notwithstanding the foregoing, under no circumstances shall credits reduce Google Fiber's monthly license payment after Initial Network Completion to an amount below the Minimum License Payment set forth in Section 5.1.5.
- 5.5. <u>Citywide Licensee Credit</u>. If, after the Initial Network Completion Date and during the Initial Term, (a) Google Fiber qualifies as a Citywide Licensee throughout the prior calendar year; and (b) Google Fiber has paid a per linear foot licensee rate that exceeds the lowest rate available on the Rate Chart; and (c) the City receives license fees from Third-Party Users that are neither Existing Third-Party Users nor a Citywide Licensee ("Third-Party Revenue"), then in the following calendar year Google Fiber will receive a Citywide Licensee credit against its Licensee Payment equal to 50% of the Third-Party Revenues divided by the number of Citywide Licensees; provided, however, that the credit shall not, when utilized over the subsequent calendar year, reduce Google Fiber's per-linear-foot licensee rate below the greater of the lowest rate available on the Rate Chart or the Minimum License Payment provided for in Section 5.1.5, after taking into account any other available credits under this Agreement.



6. OPERATIONS AND MAINTENANCE

6.1. City's Responsibility for Maintenance.

- 6.1.1. During the Term, the City will be responsible for maintaining the structural integrity of the Licensed Conduit in good condition, utilizing sound engineering practices and in accordance with Exhibit F. If the City becomes aware of a blockage, cut, collapse, dislocation, destruction or other damage to the Licensed Conduit ("Damage"), the City will notify Google Fiber as soon as practicable, and will restore the Licensed Conduit to meet the Specifications and applicable Network Section Design in as timely and expedited a manner as reasonably possible and in accordance with the Service Level Agreement in Exhibit G. For the avoidance of doubt, the construction of an Access Point for Licensed Conduit at a location contrary to the location requirements in the Specifications and applicable Network Section Design will be deemed to be Damage to such Licensed Conduit.
- 6.1.2. The City will require Third-Party Users, if any, to: (a) provide Google Fiber no less than 72 hours' prior written notice before such Third-Party User accesses any portion of the Licensed Conduit for any purpose, including without limitation to repair, maintain, or replace such Third-Party User's facilities installed in the Licensed Conduit, and (b) permit Google Fiber to observe the work performed by or at the direction of the Third-Party User to ensure that the Google Fiber Network is not damaged in the process. Likewise, Google Fiber hereby agrees to: (x) provide Third Party Users no less than 72 hours' prior written notice before accessing any portion of the Licenses Conduit for any purpose, including without limitation to repair, maintain, or replace Google Fiber's facilities installed in the Licensed Conduit; and (y) permit Third Party Users to observe the work performed by or at the direction of Google Fiber to ensure the Third Party User's equipment is not damaged in the process.
- 6.1.3. Notwithstanding anything to the contrary in this Agreement or any Exhibit hereto, if Google Fiber or one of its contractors or agents causes Damage to the Conduit Network, Google Fiber will repair such Damage and restore the Conduit Network to its condition prior to such Damage to the extent allowed under Section 6.3, or reimburse the City for the City's Costs of repairing such Damage and restoring the Conduit Network to its condition prior to such Damage. Google Fiber's repair and restoration under this Section 6.1.3 will also be consistent with Section 6.1.1 if the portion of the Conduit Network that experienced Damage caused by Google Fiber or one of its contractors or agents is licensed to a Third-Party User or Existing Third-Party User. Notwithstanding the foregoing, the Parties may mutually agree in writing on a process for coordinating and cooperating on repairs for Local Access Conduit as needed.
- 6.2. <u>Use of Contractors</u>. Either Party may contract and subcontract for engineering, planning, testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated or permitted to provide hereunder. Both Parties will remain responsible for their respective obligations under this Agreement delegated to their contractors. Google Fiber may also use contractors to install its fiber and Equipment, and may also use contractors to perform maintenance under Section 6.3.
- 6.3. <u>Repairing Drop Conduit</u>. Google Fiber may elect to repair, either directly or through a thirdparty contractor, any Damage to any Drop Conduit and restore such Drop Conduit to the Specifications and Network Section Design. Google Fiber may not repair or restore any portion



of the Licensed Conduit other than Drop Conduits without the City's express prior written consent (including email). If Google Fiber elects to perform repairs and restoration, if permitted by this Section 6.3, it will follow all safety and guidelines and other requirements provided by the City that are generally applicable to repair and restoration work performed by the City or the City's contractors on the Conduit Network. Except as provided in <u>Exhibit G</u>, Google Fiber will be responsible for its own costs of such repairs and restoration. The City will provide Google Fiber's contractors with access to the Drop Conduit at points of the Conduit Network other than the Access Points for the purpose of performing the repairs and restoration of the Drop Conduit to meet the Specifications and Network Section Design, if permitted under this Section 6.3. Prior to performing repairs and restoration under this Section 6.3, Google Fiber will notify the City and make good faith efforts to notify Third-Party Users, if any, of the affected portions of the Licensed Conduit.

- 6.4. <u>Responsibility for Data Security</u>. As between the Parties, Google Fiber shall be responsible for compliance with all data privacy and other legal requirements associated with the Google Fiber Network and the transmission of data on or through its network or equipment.
- 6.5. **Improving Access**. Google Fiber agrees to use good faith efforts to consult with the City on developing City public programs and initiatives designed to bridge the digital divide by increasing affordability of and access to broadband internet services and improving digital literacy.

7. RELOCATION

- 7.1. <u>Emergency Relocations</u>. The City shall have the right at any time to remove or relocate any portion of the Conduit Network that presents an imminent danger to life or property, at the City's sole discretion without incurring any liability for such removal or relocation, other than as a result of the City's negligence or willful conduct, provided that the City will restore such affected Licensed Conduit that has been cut or removed as soon as reasonably possible. The City will not be responsible for reinstalling and repairing Google Fiber's fiber and Equipment nor paying Google Fiber's Costs of reinstalling and repairing its fiber and Equipment for relocations under this Section 7.1.
- 7.2. **Relocation for City's Convenience**. Other than in the case of an emergency relocation or removal described in Section 7.1, the City will give Google Fiber one hundred and eighty (180) days' prior written notice (unless Google Fiber consents to a shorter notice period in writing) before beginning any relocation or removal of any Licensed Conduit, and will provide for alternate pathways connected to the Conduit Network suitable for housing Google Fiber's fiber and Equipment in relocated portion of the Conduit Network no later than thirty (30) days prior to the schedule date of relocation. Google Fiber will cooperate in good faith with the City to facilitate such other relocation, including the removal or relocation of Google Fiber's fiber and Equipment installed in the Licensed Conduit. The City will be responsible for reinstalling and repairing Google Fiber's fiber and Equipment resulting from any such non-emergency relocation. Relocations required to bring any portion of the Licensed Conduit into compliance with the Specifications and applicable Network Section Design will be subject to this Section 7.2.
- 7.3. **<u>Relocation of Equipment</u>**. Except as provided by Section 7.1, the City may relocate Google Fiber's fiber and Equipment only with the prior written consent of Google Fiber, which may be withheld at Google Fiber's sole discretion. If Google Fiber does not consent to the City's



relocation or removal of Google Fiber's fiber and Equipment, then Google Fiber will be responsible for relocating or removing its fiber and Equipment during any relocation.

- 7.4. <u>Minimizing Interruptions</u>. During any relocation, the City will, in cooperation with Google Fiber, use reasonable best efforts to minimize: (a) any material interruption to Google Fiber's use of the Licensed Conduit; (b) any material impact on the route diversity of the Licensed Conduit; and (c) any material impact on Google Fiber's ability to carry traffic on its fiber network installed in the Conduit Network.
- 7.5. **Restoration**. The City will replace the relocated Licensed Conduit at a different location with a quantity and quality materially equivalent to those of the Licensed Conduit before the relocation. If the relocation of such Licensed Conduit results in a change to the location of any Access Points, then the City will also deliver a map to Google Fiber that describes the changes and the new locations of the Access Points within ten (10) Business Days following the completion of the relocation.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. <u>Mutual Representations</u>. Each Party represents and warrants to the other Party that: (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable laws in connection with its obligations under this Agreement, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the effect of bankruptcy, insolvency, and similar laws affecting the rights and remedies of creditors, and general equitable principles.
- 8.2. <u>Authorizations</u>. The City represents and warrants that it has secured, or will have secured by the Delivery Date of the applicable Network Section, the Authorizations for the applicable Network Sections. The City will maintain the Authorizations through the Term. The City will provide prompt written notice to Google Fiber upon the City's becoming aware of any occurrence or event that could reasonably lead to the City losing any Authorization for any of the Licensed Conduit.
- 8.3. **Network Warranty**. The City represents and warrants that the construction of the Conduit Network will be performed in a professional workmanlike manner using qualified personnel following all applicable public bidding processes, and that the equipment and materials used in construction of the Conduit Network are installed and constructed in all material respects in accordance with applicable building, construction and safety codes for such construction and installation, as well as any and all other applicable laws.
- 8.4. <u>Disclaimer of Warranty</u>. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT BEYOND THE MANUFACTURERS' WARRANTY AS TO THE FITNESS OF THE LICENSED CONDUIT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND THE PARTIES HEREBY EXPRESSLY EXCLUDE AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARISING BY A COURSE OF DEALING, USAGE, OR TRADE PRACTICE OR COURSE OF PERFORMANCE.

9. TERM, DEFAULT, AND REMEDIES



- 9.1. **Initial Term**. The initial term of this Agreement ("**Initial Term**") begins on the Effective Date and expires at 11:59 PM Pacific time on the twentieth (20th) anniversary of the date on which the first Network Section is accepted under Section 4.2, unless earlier terminated pursuant to the provisions herein.
- 9.2. **Default**. A Party will be in default of this Agreement if it fails to cure any material breach of any term of this Agreement within thirty (30) days of receiving written notice of the breach from the other Party; provided that if the breach is not reasonably curable within thirty (30) days then the period for cure shall be extended for up to an additional thirty (30) days so long as the breaching Party is diligently pursuing a cure at the end of the first thirty (30) days.

9.3. Remedies Upon Default.

- 9.3.1. Google Fiber Default. In the event Google Fiber commits a material breach that remains uncured after the cure period specified in Section 9.2, and after the Parties have followed the process set out in Section 14.3, the City may pursue any remedies it may have against Google Fiber at law or in equity subject to the waivers in this Section 9.3.1. Notwithstanding the foregoing, the City acknowledges that Google Fiber intends to make significant investments in reliance on its right to use the Conduit Network for its fiber network, and that a termination of its right to such use will result in a loss of its investment. Accordingly, as essential consideration for Google Fiber's willingness to enter into this Agreement, the City hereby waives any right it may have under this Agreement, at law or in equity, to terminate this Agreement or to eject, evict, or otherwise dispossess Google Fiber of Google Fiber's right to use and access the Licensed Conduit during the Term or any Extension Term, for any material breach by Google Fiber other than a failure of Google Fiber to pay the License Payments due and owing under this Agreement.
- 9.3.2. <u>City Default</u>. The City acknowledges that any default by the City under the Service Level Agreement in <u>Exhibit G</u> hereto, will result in lost revenue and harm to the reputation of Google Fiber and that actual damages resulting from any of the foregoing occurrences are difficult to ascertain. Accordingly, the City agrees to provide liquidated damages in the form of credits to Google Fiber as set forth in the Service Level Agreement in <u>Exhibit G</u> hereto. The availability of credits under the Service Level Agreement will be Google Fiber's exclusive remedy for the City's default thereunder, provided however that Google Fiber is not precluded from obtaining actual damages or from obtaining specific performance of the City's other contractual obligations under this Agreement.

9.4. Early Termination.

9.4.1. If Google Fiber, pursuant to Section 2.2, does not validate the First Section Design, including any Material Change to the first Network Section, and the City has not been able to address and resolve the deficiencies identified in the comments and suggested revisions provided by Google Fiber within twenty (20) Business Days after Google Fiber provides its initial comments and suggested revisions, then either Party may terminate this Agreement without any liability to the other Party by providing written notice of the termination to the other Party within twenty (20) Business Days of the qualifying event, provided, however, that if such suggested revisions cannot reasonably be resolved within the first twenty (20) Business Days and the City is diligently attempting to resolve such suggested revisions, then the City will have an additional twenty (20) Business Days to



resolve such comments and suggested revisions before Google Fiber may terminate. If either Party terminates this Agreement under this Section 9.4.1, then neither Party shall have any further obligations to the other Party under the Agreement.

- 9.4.2. If by the Acceptance Date (as described in Section 4.2.4) for the First Network Section, fewer than 50% of the Designed Addresses for the First Network Section have become Servable Addresses, then either Google Fiber or the City may terminate this Agreement without any liability to the other Party by providing written notice of the termination to the other Party within twenty (20) Business Days of the qualifying event. If Google Fiber or the City terminates this Agreement under this Section 9.4.2, then neither Party shall have any further obligation to the other Party under the Agreement.
- 9.4.3. If the Agreement is terminable pursuant to Section 3.7, either Party may terminate this Agreement by providing written notice of the termination to the other Party within twenty (20) Business Days of the qualifying event. If a Party terminates this Agreement under this Section 9.4.3, then the other Party shall have no further obligation to the terminating Party under the Agreement.
- 9.4.4. If the City has failed to achieve Initial Network Completion by the Initial Network Completion Date, then Google Fiber may terminate this Agreement without any liability to the City by providing written notice of an intent to terminate to the City within twenty (20) Business Days after the Initial Network Completion Date, with such termination to become effective only if: (a) the City does not achieve Initial Network Completion within ninety (90) days after receipt of the notice of intent to terminate; or (b) the Initial Network Completion cannot be achieved during that ninety (90) day cure period and the City does not provide assurances reasonably satisfactory to Google Fiber that Initial Network Completion will be achieved within one hundred and eighty (180) days after the ninety (90) day cure period has elapsed. If Google Fiber terminates this Agreement under this Section 9.4.4, then the City shall have no further obligation to Google Fiber under the Agreement and Google Fiber shall remove all of its fiber and Equipment from the Conduit Network, at its own cost, within ninety (90) days of the effective date of the termination.
- 9.5. Extension Terms. Google Fiber has the option, exercisable upon written notice to the City at least six (6) months prior to the end of the Initial Term (or Extension Term), to extend the Term of this Agreement following the expiration of the Initial Term of this Agreement for up to three successive terms of ten (10) years each (such period the "Extension Term"). During the Extension Term, if any, all of the provisions of this Agreement will continue to apply, except that the amount of the monthly License Payment during the Extension Term will equal the lesser of (a) the Pro-Rated Operating Cost divided by twelve (12); (b) ten percent (10%) of the amount of the License Payment applicable to the last full month of the Initial Term, without consideration for any credits; and (c) the applicable rate in the City's Rate Chart as then in existence. The City will provide the Pro-Rated Operating Cost for each calendar year in the Extension Term no later than three months prior to the end of the preceding calendar year.

10. SALE OF CONDUIT NETWORK DURING TERM

10.1. <u>Competitive Sale</u>. The City hereby agrees that it shall not sell the Conduit Network, or any portion thereof, without completing a competitive bid process and providing Google Fiber with written notice of the contemplated sale and the competitive bid process in advance of the start of the competitive bid process.



11. LIMITATION ON LIABILITY

11.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY INCURRED OR SUFFERED BY EITHER PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. INDEMNIFICATION

- 12.1. Scope of Indemnity. To the extent authorized by law, the City will indemnify, defend and hold harmless Google Fiber, its directors, officers, employees, and agents, successors and assigns ("Google Fiber Indemnified Party"), from all claims, damages, costs, expenses and liabilities, including reasonable attorneys' fees and disbursements, sustained in any action commenced by any third party in connection with damage to property or personal injury resulting from any work performed by the City or the City's agents and contractors in or around the Licensed Conduit, except to the extent (and only to the extent) any part of such claim, damage, costs, expenses and liability is caused by the Google Fiber Indemnified Party's negligence or intentional misconduct. Google Fiber will indemnify, defend and hold harmless the City, its elected officials, employees, and agents, successors and assigns ("City Indemnified Party"), from all claims, damages, costs, expenses and liabilities, including reasonable attorneys' fees and disbursements, sustained in any action commenced by any third party in connection with damage to property or personal injury resulting from any work performed by Google Fiber or Google Fiber's affiliates, agents and contractors in or around the Licensed Conduit, except to the extent (and only to the extent) any part of such claim, damage, costs, expenses and liability is caused by the City Indemnified Party's negligence or intentional misconduct.
- 12.2. Indemnification Procedure. The Google Fiber Indemnified Party will promptly notify the City in writing of any action or claim specified in Section 12.1, and will take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The City will have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the Google Fiber Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the City will not take any action in defense or settlement of the claim that would result in liability for the Google Fiber Indemnified Party or limit the Google Fiber Indemnified Party's business or operations. The Google Fiber Indemnified Party will provide cooperation and participation of its personnel as required for the defense at the cost and expense of the City. The City Indemnified Party will promptly notify Google Fiber in writing of any action or claim specified in Section 12.1, and will take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. Google Fiber will have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the City Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that Google Fiber will not take any action in defense or settlement of the claim that would result in liability for the City Indemnified Party or limit the City Indemnified Party's business or operations. The City Indemnified Party will provide cooperation and participation of its personnel as required for the defense at the cost and expense of Google Fiber.



13. CONFIDENTIALITY

- 13.1. <u>Non-Disclosure of Confidential Information</u>. Neither Party will disclose the other Party's Confidential Information, except to (a) any entity such Party directly or indirectly controls, is controlled by, or under common control with such Party; and (b) employees, agents or professional advisors of such Party but only to the extent needed to exercise its rights and fulfill its obligations under this Agreement. The Party receiving Confidential Information will ensure that any such additional recipients have agreed in writing (or in the case of professional advisors are otherwise bound) to keep such information confidential. Upon termination of the Agreement for any reason or upon request of a Party, each Party will return all Confidential Information, together with any copies of the same, to the other Party, or certify as to its destruction; provided, <u>however</u>, that each Party may keep one (1) copy of any Confidential Information of the other Party to the extent reasonably required (as determined by the retaining Party) for such Party to perform its obligations or exercise its rights under this Agreement.
- 13.2. Disclosures Required by Law. To the extent there is a third-party request for Confidential Information, the Party receiving the request may disclose Confidential Information when required by applicable law, including without limitation for purposes of this Section 13.2 the Iowa Open Records Law, after giving the notice set forth in this Section 13.2 to the other Party, if such notice is permitted by applicable law. If any Party is required by applicable law or similar process to disclose any Confidential Information, it will provide the other Party with prompt prior written notice of such request or requirement so that such Party may seek an appropriate protective order and/or waive compliance with this Section 13. The Party whose consent to disclose Confidential Information is requested will respond to such request in writing within five (5) days of the request by either authorizing the disclosure or advising of its election to seek a judicial or administrative protective order. If such Party fails to respond within the prescribed period, the disclosure will be deemed approved. If a Party chooses to seek an appropriate protective order or similar judicial relief, the other Party will (a) refrain from disclosing such Confidential Information (unless legally compelled to do so) until the request for a protective order or similar judicial relief is resolved; (b) make all reasonable efforts to cooperate with the Party seeking the protective order or similar judicial relief before the applicable judicial or administrative body; and (c) comply with any validly-issued protective order or similar judicial relief. Without limiting the foregoing, in the event that Google Fiber seeks judicial relief under Section 22.8 of the Open Records Law, it will be responsible for its own costs of obtaining such relief and will reimburse the City for the actual, reasonable, and documented costs incurred by the City as a result of the City's reasonable efforts to cooperate with Google Fiber during the pendency of a proceeding to determine if the relief sought will be granted.

14. MISCELLANEOUS

14.1. Assignment/Sublicense.

14.1.1. Neither Party may transfer or assign, voluntarily or by operation of law, its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned, or delayed); provided, <u>however</u>, that either Party may assign its obligations and rights under this Agreement upon notice and without the other Party's consent to: (a) an entity that directly or indirectly controls, is controlled with or by, or is under common control with the assigning Party; (b) an entity resulting from any merger, consolidation or other reorganization involving the assigning Party; or (c) the purchaser of all or substantially all of assigning Party's assets.



- 14.1.2. Without limiting Google Fiber's rights under Section 14.1.1, after the one (1) year anniversary of the Initial Network Completion Date, the City will consent to Google Fiber's assignment of its rights and obligations under this Agreement to the purchaser of all or substantially all of Google Fiber's assets used to provide its services in West Des Moines, Iowa, provided, however, that the City's consent will be conditioned upon: (a) the assignee assuming all of Google Fiber's obligations under the Agreement in writing; (b) the assignee procuring a surety bond securing the assignee's obligations to pay any amounts which are or may become due under the Agreement for a period equal to the longer of (i) the remaining number of months in the Initial Term or then-current Extension Term, and (ii) five (5) years; (c) the assignee not being debarred from contracting with the City (for so long as the debarment is not removed); (d) the assignee does not have an outstanding liability to the City; and (e) the assignee is not in material breach of a contract with the City (for so long as the material breach remains uncured).
- 14.1.3. Google Fiber shall not have any right or authority to sublicense its right to use the Conduit Network under this Agreement to any party other than to a direct or indirect subsidiary of Google Fiber, Inc. For the avoidance of doubt, nothing in this Section 14 limits Google Fiber's ability to lease or otherwise use the Google Fiber Network in accordance with Section 4 of this Agreement.
- 14.2. **Governing Law: Venue**. Any and all disputes arising out of this Agreement will be governed, construed and enforced according to the laws of the State of Iowa, excluding its conflict-of-law principles. A Party seeking to bring an action relating to the validity, construction, interpretation and enforcement of this Agreement will institute such action in any state or federal court in the State of Iowa where venue lies under applicable law.
- 14.3. **Disputes**. In the event a Party alleges a material breach of any provision of this Agreement, the Party will not give notice of breach or pursue any other remedy otherwise available to such Party unless and until the following dispute resolution process has been concluded:
 - 14.3.1. On either Party's request, each Party will designate a knowledgeable representative, who will meet at the principal business office of the City, or such other location as the Parties may mutually agree, as promptly as reasonably practicable and in any event within fifteen (15) days, to negotiate in good faith to resolve the dispute.
 - 14.3.2. If the Parties have not resolved the dispute fifteen (15) days after the first meeting of the representatives, each Party will designate a senior executive, who will meet at the principal business office of the City, or such other location as the Parties may mutually agree, as promptly as reasonably practicable and in any event within fifteen (15) days, to negotiate in good faith to resolve the dispute.
 - 14.3.3. If the Parties have not resolved the dispute within sixty (60) days after the first meeting of the senior executives, the Party alleging breach may provide notice of default to the other Party pursuant to Section 9.2, and pursue any other remedy otherwise available to such Party.
- 14.4. <u>Attorney Fees and Costs</u>. Both Parties hereto agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorneys' fees and costs.
- 14.5. **Force Majeure**. Neither Party will be liable for delays or any failure to perform under this Agreement due to causes that prevent the Party from performing its obligations under this



Agreement by reason of a Force Majeure Event. The other Party will not be required to perform or resume performance of those of its obligations that correspond to the obligations of the Party excused by Force Majeure Event, until the end of such Force Majeure Event.

- 14.6. <u>Third Party Beneficiaries</u>. The representations, warranties, covenants and agreements of the Parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party or Person not a party to this Agreement.
- 14.7. **Non-Waiver**. The waiver by any Party hereto of a breach under any of the provisions of this Agreement, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege thereunder will not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege thereunder. A waiver of any provision of this Agreement by a Party must be in writing to be effective.
- 14.8. <u>Notices</u>. Except as otherwise set forth, all notices of termination or breach will be in writing and addressed to the other Party's legal representative. All other notices will be in writing and addressed to the other Party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

City (legal representative):	Google Fiber (legal department):
	Google Fiber Inc.
City of West Des Moines	Attn: General Counsel
Attn: City Attorney	1600 Amphitheatre Parkway
4200 Mills Civic Pkwy West Des Moines, IA 50265-0320	Mountain View, CA 94043
	email: legal-notices@google.com
	fax no.: (650) 618-1806
City (primary contact)	Google Fiber (primary contact):
City of West Des Moines	Google Fiber Inc.
Attn: Deputy City Manager	Attn: Vice President
4200 Mills Civic Pkwy	1600 Amphitheatre Parkway
West Des Moines, IA 50265-0320	Mountain View, CA 94043

- 14.9. **Interpretation**. This Agreement has been negotiated by the Parties and their respective counsel. This Agreement will be interpreted without any strict construction in favor of or against either Party.
- 14.10. <u>Severability</u>. If any provision of this Agreement is found unenforceable or invalid, the remainder of this Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 14.11. **<u>Relationship of the Parties</u>**. This Agreement does not make either Party the agent or legal representative of the other Party, and does not create a partnership or joint venture between the Parties.



- 14.12. <u>Captions/Headings</u>. Captions and section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way.
- 14.13. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which would be deemed to be original and all of which taken together will constitute one and the same agreement.
- 14.14. **Electronic Signatures**. Each Party to this Agreement agrees to use electronic signatures and be subject to the provisions of the applicable laws governing electronic signatures.
- 14.15. **Survival**. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties will so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification and confidentiality.
- 14.16. **Entire Agreement**. This Agreement, including the attached Exhibits, constitutes the entire understanding between the Parties relating to the rights, duties and obligations granted and assumed therein. Any prior agreements, promises, negotiations or representations regarding the subject matter of this Agreement are of no force or effect. No alteration, modification, amendment, or variation of the terms of any provision will be valid unless made in writing and signed by duly authorized representatives of the City and of Google Fiber.

[This space left intentionally blank]



IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative.

Google Fiber Inc.

City of West Des Moines:

By: Fleur Knowsley Its: Secretary By: Its:

Address: 1600 Amphitheatre Parkway Mountain Address: View, CA 94043

Date:

Date:



LIST OF EXHIBITS

- Exhibit A Specifications
- Exhibit B Network Section Sequence and Delivery Schedule
- Exhibit C Information Required for Network Delivery Form
- Exhibit D Acceptance Testing Procedure
- Exhibit E Right-of-Way Congestion Map
- Exhibit F Operations and Maintenance Procedures
- Exhibit G Service Level Agreement



EXECUTION VERSION

Exhibit A



Exhibit A - Standards

01.01 - General Provisions

01.01A - Definitions

The following capitalized terms have the meanings set out in this Exhibit. Capitalized terms not defined here have the meanings set out in the Agreement.

- 1. "AASHTO H-20" is defined in Section 01.04A.2.e of this Exhibit.
- 2. "Active Conduit" is defined in Section 01.04C.4.a.ii of this Exhibit.
- 3. "Agreement" means the Conduit Network Agreement attached hereto, as may be amended.
- 4. "Alternate Licensee Conduit. "Alternate Licensee Conduit" ("ALC") is defined in Section 01.02B.4 of this Exhibit.
- "Backfill" means a material used solely to fill an existing void in its entirety and/or provide physical separation between build elements of a system.
- 6. "Conduit Sealing Material" is defined in Section 01.04C.4.a.i of this Exhibit.
- 7. "Critical Routes" is defined in Section 01.03A.1.a of this Exhibit.
- 8. "Deliberate Medium and Heavy Vehicle Traffic Areas" is defined in Section 01.04A.3.a.iv of this Exhibit.
- 9. "Drop Closure Vault" ("DCV") is defined in Section 01.02A.1.c of this Exhibit.
- 10. "Drop Conduit, Primary" ("DCP") is defined in Section 01.02B.3.a of this Exhibit.
- 11. "Drop Conduit, Secondary" ("DCS") is defined in Section 01.02B.3.b of this Exhibit.
- 12. "Drop Conduit Package" is defined in Section 01.04C.1.a.ii of this Exhibit.
- 13. "Drop Demarc Vault" ("DDV") is defined in Section 01.02A.1.d of this Exhibit.
- 14. "Effectively Grounded" means a point where at least four grounded points, consistent with NESC requirements, exist within a Rolling Mile.
- 15. "End Caps" is defined in Section 01.04C.4.b.ii.1 of this Exhibit.
- 16. "Extra Large Vault" is defined in Section 01.04A.1.c of this Exhibit.
- 17. "Grade Difference" is defined in Section 01.04A.4.a.ii.1 of this Exhibit.
- 18. "Hardscape" means landscape or roadway elements comprised of hard wearing material such as concrete or asphalt including but not limited to paved landscape areas, paved roads, driveways, walkways, sidewalks, curbs, gutters and other similar elements.
- 19. "Incidental/Non-Deliberate Light Vehicle Traffic Areas" is defined in Section 01.04A.3.a.ii of this Exhibit.
- "Incidental/Non-Deliberate Medium and Heavy Vehicle Traffic Areas" is defined in Section 01.04A.3.a.iii of this Exhibit.
- 21. "Intermediate Access Vault" ("IAV") is defined in Section 01.02A.1.b of this Exhibit.
- 22. "Large Vault" is defined in Section 01.04A.1.c of this Exhibit.
- 23. "Licensee" means a licensee of the conduit in the Conduit Network.
- 24. "Licensee Assigned Vaults" ("LAV") is defined in Section 01.02A.1.e of this Exhibit.
- 25. "Local Access Conduit, Primary" ("LCP") is defined in Section 01.02B.2.a of this Exhibit.
- 26. "Local Access Conduit, Secondary" ("LCS") is defined in Section 01.02B.2.b of this Exhibit.
- 27. "Local Access Conduit Package" is defined in Section 01.04C.1.a.i of this Exhibit.
- 28. "Manufacturer Part Number" ("MPN") means an identifier given to a particular part by a manufacturer as a reference number that is unique to the given part and manufacturer.
- 29. "Meet-Me Vault" ("MMV") is defined in Section 01.02A.1.a of this Exhibit.
- "National Electric Safety Code" ("NESC") means the consensus standard developed for safe practice in the construction of electric networks including distribution.
- 31. "Non-Power Side" means any side of the building that has no existing power meter installed (although other utilities may be present).
- 32 "Outside Plant" means the aerial, buried, or at-surface cables and cable transition devices, such as splice closures and vaults, that are installed as part of the civil construction work required to build the segment of network extending up to the customer or building demarcation point.
- 33. "Pedestrian and Minimal Incidental Traffic Only Areas" is defined in Section 01.04A.3.a.i of this Exhibit.
- 34. "Power Side" means the side of the building that has an existing power meter installed.
- 35. "Rolling Mile" means any linear mile of contiguous Outside Plant, which may include branches.
- 36. "Sealant" means a material used to fill an existing void while also providing a waterproof seal by adhering to sidewalls and allowing for any anticipated movement or expansion.
- 37. "Service Access Points" ("SAP") is defined in Section 01.02A.2 of this Exhibit.
- 38. "Service Boundary" is defined in Section 01.03A.1.b of this Exhibit.
- 39. "Small Vault" is defined in Section 01.04A.1.a of this Exhibit.
- 40. "Softscape" means landscape or other elements comprised of soft or native material including bare soil, sod, turf, mulch, lawns, gardens and any other landscape or roadway areas that are not classified as Hardscape.
- 41. "Standard Dimensional Ratio" ("SDR") means the ratio of the nominal outside diameter of a conduit to its nominal wall thickness.
- 42. "Tier 5" is defined in Section 01.04A.2.a of this Exhibit.



- 43. "Tier 8" is defined in Section 01.04A.2.b of this Exhibit.
- "Tier 15" is defined in Section 01.04A.2.c of this Exhibit. 44.
- 45. "Tier 22" is defined in Section 01.04A.2.d of this Exhibit.
- 46. "Vacant Conduit" is defined in Section 01.04C.4.a.iii of this Exhibit.

01.01B - Locatability

- 1. General Grounding Requirements.
 - a. All Leased Conduit will be Effectively Grounded and electronically locatable by means of a separate tracer wire meeting the requirements of ASTM D-1248 either within a sheathed conduit bundle or installed separately with the conduit bundle.
 - b. All grounding requirements not otherwise specified in this Exhibit will be in accordance with NEC Articles 250 and 800 and NESC Section 99.
 - c. Any ground method will either meet the minimum required surface area contact or depth; or if not achievable will be shown to have achieved less than or equal to 25 ohms resistance and adhere to separation requirements of NEC 250 and 800 and NESC Section 99. If neither depth nor resistance requirements are achievable, select an alternate grounding location while maintaining the Effectively Grounded requirement.
 - All grounding locations should be identified on the Draft Network Section design. i.

Grounding Installation Requirements. 2

- Wherever feasible, use grounding rods driven vertically through the bedding material and subgrade а. to a depth of 8 feet, or a resistance of 25 ohms or less is achieved.
 - Test to confirm required resistance level for all grounding rods at depths of between 5 and 8 feet
- Use either of the following alternate ground methods to achieve the required resistance level if b obstruction or other constructability issues prevent the use of a vertical grounding rod driven to a depth of at least 5 feet:
 - The grounding rod may be driven at an angle not to exceed 45 degrees from the vertical; i. or
 - ii. The grounding rod may be buried in a trench that is at least 30 inches deep. The upper end of the electrode will be flush with or below ground level unless the above-ground end and the grounding electrode conductor attachment are protected against physical damage.
 - iii. If 25 ohms or less resistance can not be achieved by typical installation methods, a larger diameter rod, a grounding plate or grounding ring may be installed when pre-approved by Google Fiber.
- When installing grounding rods in a vault, locate the grounding rod or grounding method electrode C. tie in point at the corner of the vault while maintaining an offset from vault sidewalls of between 2 and 4 inches.
- When a grounding point and tracer wire are colocated, tracer wire will be connected to the grounding d. rod or other grounding electrode as follows:
 - Connected grounding electrodes to the tracer wire via a grounding conductor that is a i. minimum AWG 6, made of copper or other noncorrosive material, and will be corrosion resistant for the expected lifetime with no breaks in the grounding conductor.

01.01C - Conduit and Vault Capacity

Conduit and Vault Size and Count. The sizes and counts of Drop Conduit and Vaults specified are based 1. on the occupancy of 50% of the space by Google Fiber. Accommodating multiple Third-Party Users may require an increase in the vault and conduit size or count in Drop Conduit and Vault specifications.

01.02 - Access Point and Conduit Classification

01.02A - Access Point Classifications

- 1. Vaults. Vaults will be used as Access Points throughout the Arterial Conduit, Local Access Conduit, and Drop Conduit, and will be classified per this Section 01.03A. Vaults will be further classified as follows: a.
 - "Meet-Me Vault" ("MMV") means a vault identified by Google Fiber to be a Meet-Me Point.
 - Conduit Terminated: LCP, LCS İ.
 - Minimum Size: Not applicable ii.
 - iii. Occupant: Google Fiber
 - "Intermediate Access Vault" ("IAV") means a vault installed along Local Access Conduit or b. Arterial Conduit for the purpose of accessing Leased Conduit for the installation and ongoing maintenance of the Google Fiber Network.


- i. Conduit Terminated: LCP, LCS, ATP, ATS
- Minimum Size: Large Vault İİ.
- Occupant: All Licensees iii.
 - 1. The use of the IAV to support Licensee Equipment will be limited to cable pulls, slack storage and reel-end splicing.
 - 2 The maximum volume each Licensee may use of the IAV will be based on the ratio of the Licensee's Local Access Conduit entering the IAV to the total conduit package entering the IAV.
- "Drop Closure Vault" ("DCV") means a vault installed at the demarcation point between the Local C. Access Conduit, Secondary, and the Drop Conduit, Primary, and will act as the demarcation point between any Licensee's Outside Plant deployment and success-based Drop Cable installation. Conduit Terminated: LCS, ATS, DCP, DCS İ.

 - 1. DCS will only terminate at a DCV for parcels immediately adjacent to the DCV.
 - ii. Minimum Size: Large Vault
 - iii. Occupant: All Licensees
 - 1. The use of the DCV to support Licensee Equipment will be limited to cable pulls and a single drop closure.
 - 2. The volume of the DDV will be divided evenly between Licensees.
- d. "Drop Demarc Vault" ("DDV") means a vault installed at the demarcation point between the Drop Conduit, Primary, and the Drop Conduit, Secondary, for the purpose of routing Drop Cables from DCV to a SAP
 - Conduit Terminated: DCP, DCS i.
 - ii. Minimum Size: Small Vault
 - iii. Occupant: All Licensees
 - 1. The use of the DDV to support Licensee Equipment will be limited to cable pulls and slack storage for any cables utilizing the DCS terminated at the DDV.
 - 2. The volume of the DDV will be divided evenly between Licensees. "Licensee Assigned Vault" ("LAV") means a vault installed at critical locations identified by
- e Google Fiber during the Network Segment Design review and approval process. i.
 - Conduit Terminated: LCP, LCS
 - Alternate conduit break-outs may be identified by Google Fiber during the 1. Network Segment Design review process.
 - ii. Minimum Size: Large Vault
 - 1. Alternate vault sizing may be identified by Google Fiber during the Network Segment Design review process.
 - ΪΪ. Occupant: Google Fiber
- "Service Access Point" ("SAP") means an Access Point located at SxU and MxU Buildings served by 2 DCS.
 - a. For SxU, the SAP will be established on the building facade.
 - b. For MxU Developments, the SAP will be established at each building on the property either mounted on the exterior of a building or inside a designated telecom room.

01.02B - Conduit Classifications

Arterial Conduit Network. 1

- This Exhibit will not differentiate between the Arterial Conduit Network and Local Access Conduit.
 - This Exhibit will reference Local Access Conduit as the connection between the Meet-Me Point and а. the Drop Closure Vault and associated Drop Conduit.
 - Where the Arterial Conduit Network meets the requirements outlined for Local Access Conduit in b. this Exhibit, the Arterial Conduit Network may be included by the City in their Network Segment Design and may be part of the Leased Conduit.
 - Any use of the Arterial Conduit Network where the requirements of the Local Access Conduit are C. not met is not allowed without explicit pre-approval by Google Fiber prior to the Network Segment Design.
- 2. Local Access Conduit. The Local Access Conduit will be installed as a single conduit package, either bundled or sheathed, of multiple conduit. The different conduit comprising the Local Access Conduit will be classified as follows:
 - "Local Access Conduit, Primary" ("LCP") means a Local Access Conduit intended for Google Fiber's Trunk Cables or Feeder Cables and will connect between MMV, IAP and LAV throughout the Leased Conduit. i.
 - Minimum Conduit Count: 2
 - 1. Additional LCP conduit may be identified by Google Fiber during the Network Segment Design review process.
 - ij. Minimum Nominal Conduit Size: 1"



- iii. Occupant: Google Fiber
- "Local Access Conduit, Secondary" ("LCS") means a Local Access Conduit intended for Google b. Fiber's Feeder Cables and/or Distribution Cables and will connect between MMV, IAP, LAV, and DCV throughout the Leased Conduit.
 - Minimum Conduit Count: 1 i
 - ii. Minimum Nominal Size: 1.5"
 - iii. Occupant: Google Fiber
- 3. Drop Conduit. The Drop Conduit will be installed as a single conduit and will be bundled or sheathed when installed in parallel with other conduit in the Conduit Network. Each Drop Conduit will consist of two segments, classified as follows:
 - "Drop Conduit, Primary" ("DCP") means a Drop Conduit installed along the right of way, either а public or private, connecting a DCV to one or multiple DDV.
 - Minimum Conduit Count: 1 i.
 - ii. Minimum Nominal Conduit Size: 1.5"
 - **Occupant:** All Licensees iii.
 - "Drop Conduit, Secondary" ("DCS") means a Drop Conduit installed on a private property b connecting the SAP on an individual building to either a DCV or DDV. For an MxU Development with multiple buildings, the DCS will connect from the DCV or DDV to the SAP on the first building with additional DCS connecting from the SAP on the first building to the SAP on the second building, continuing as such until all buildings on the MxU Development are connected.
 - Minimum Conduit Count: 1 i. ii.
 - Minimum Nominal Conduit Size:
 - 1. 1.5" for MxU Developments with multiple buildings; or
 - 2. 1" for all other property types.
 - iii. Occupant: All Licensees
- Alternate Licensee Conduit. "Alternate Licensee Conduit" ("ALC") means any conduit installed in parallel 4. with the Local Access Conduit dedicated to a Third-Party User.

01.02C - Access Point and Conduit Layout

1. General Overview - Minimum Requirements.

- a. LCP and LCS will originate from the MMV and will be installed as needed to reach all associated DCV throughout the Conduit Network.
- b. DCP will be installed as needed to reach all associated parcels with addresses designed to be Servable Addresses throughout the Conduit Network.
- Multiple IAV will be installed along the Local Access Conduit pathway where both the LCP and LCS C. will be accessed.
- Multiple DCV will be installed along the Local Access Conduit pathway where the LCS, one or d. multiple DCP will be accessed, and one or more DCS may originate.
- Multiple DDV will be installed along the Drop Conduit pathway where the DCP will be accessed and e. one more multiple DCS may terminate.
- DCS will be installed as needed to connect a building SAP either to another building's SAP on the f. same property or to the associated DCV or DDV.

2. General Overview - Schematic View.

Leased Conduit Configuration: Conduit and Access Points Only.





Access Point and Conduit Placement. 3.

- Drop Conduit.
- [Reserved] i.
- Drop Vault. b.

iii.

a.

- All DCV and DDV are to be placed at the end of the Right of Way abutting the private i. property line for the served MxU Development or SxU. ij.
 - When a DCV is to be shared between multiple SxU:
 - 1. The DCV may support up to a maximum of 8 SxU,
 - The DCV will be located centrally with respect to the supported SxU, 2
 - One DDV is required for every one to two SxU
 - 1. The DCV may serve this purpose for one to two SxU.
 - Where feasible, the DDV or DCV serving two SxU should be placed on the 2. common lot line for the two properties being served.
- iv. One dedicated DCV is to be placed for each MxU Development.
- The distance from the DCV to all supported SAP should be a maximum of 1,000 LFT. V.
 - 1. Any instance where the DCV to SAP length is greater than 1,000 LFT should be identified on the Draft Network Section Design and may be a reason for not validating the Draft Network Section Design.
- Drop Conduit connecting any DCV and SAP should connect through a maximum of 3 vi. DDV.
 - Any instance where the DCV to SAP connection requires the use of more than 3 1. DDV should be identified on the Network Section Design and may be a reason for not validating the Draft Network Section Design.

Intermediate Access Vault. C.

- An IAV will be placed no less than once every 1,500 LFT of Local Access Conduit i. pathway.
 - 1. An IAV will be required at all planned angled turns or deviations from a linear running line including, but not limited to, all ninety-degree crossings or transitions.
- IAV as specified above supports Google Fiber and one additional tenant deploying using ii. similar Local Access Conduit specifications. A change in IAV specifications would need to be agreed upon jointly between Google Fiber and City for either additional tenant support or if the planned additional tenant requires a larger Local Access Conduit package.

Service Access Point. d

The total conduit length between the SAP for a Servable Address and its associated Meet-İ. me Point will be a maximum of 19 km.



01.03 - Network Section Design

01.03A - Design Requirements

1. Defined Critical Routes.

- a. Google Fiber will identify routes critical to their ability to utilize the Leased Conduit for the intended service area ("**Critical Routes**").
- b. A boundary will be identified for each Critical Route ("Service Boundary") for use during Network Section Design.
 - All addresses designed to be Servable Addresses within a Service Boundary should be connected via Drop Conduit and Local Access Count to the Leased Conduit on the Service Boundary's associated Critical Route through the shortest path reasonably possible.

2. Defined Meet-me Points.

- a. Google Fiber will identify the specific geo-location of one or multiple Meet-Me Points.
- b. The Leased Conduit along each Critical Route will be associated with and should connect a Meet-Me Point designated by Google Fiber.

3. First Network Segment Design Requirement.

- a. Design will include the following, in addition to the required information set out in the Agreement i. Sequencing
 - ii. Critical Routes and associated Service Boundaries
 - iii. Include requirement for Servable Addresses to tie to their associated Trunk Boundary
 - iv. Include requirement for max % of Servable Addresses in buildings located entirely within private Rights of Way
 - v. Include requirements for materials for SAP Enclosures

4. Subsequent Network Segment Design Requirement.

- a. Design will include the following, in addition to the required information set out in the Agreement
 - i. Updates to sequencing
 - ii. Critical Routes and associated Service Boundaries
 - iii. Include updated designs based on as-builts
 - iv. Include requirement for Servable Addresses to tie to their associated Trunk Boundary
 - v. Cross-reference to sequencing & address counts

01.03B - Design Deliverables

1. Design Deliverable Requirements.

- a. Any design updates required to be provided under the Agreement will be provided to Google Fiber in both PDF and GDB files.
- b. GDB files will meet the requirements of Section 01.03B.2.

2. GDB Requirements.

All Network Section Designs will be delivered in a GDB format matching the data schema prescribed in Section 01.04D (Leased Conduit Design Data Schema), which includes both the data elements required, the attribution for each data element, and requirements for when and how each element and attribute is to be used in the design.

01.04 - Access Point and Conduit Construction

01.04A - Vault Construction Requirements

1. Vault Size Classifications.

Vault sizes are determined by a range of width, length, depth or diameter, if applicable, as follows. When the width, length, depth, or diameter fall in different sizes, the larger size will apply.

- a. Small Vault (SV). "Small Vault" means a vault with the dimensions as follows:
 - i. Width: Greater than 12 inches and up to 24 inches.
 - ii. Length: Greater than 20 inches and up to 36 inches.
 - iii. Diameter: Greater than 12 inches and up to 24 inches.
 - iv. Depth: Up to 36 inches.
- b. Large Vault (LV). "Large Vault" means a vault with the dimensions as follows:
 - i. Width: Greater than 24 inches and up to 36 inches.
 - ii. Length: Greater than 36 inches and up to 48 inches.
 - iii. Diameter: Greater than 24 inches and up to 36 inches.



- iv. Depth: Up to 48 inches.
- c. Extra Large Vault (XLV). "Extra Large Vault" means a vault with the dimensions as follows:
 - i. Width: Greater than 36 inches and up to 48 inches.
 - ii. Length: Greater than 48 inches and up to 72 inches.
 - iii. Diameter: Greater than 36 inches and up to 54 inches.
 - iv. Depth: Up to 60 inches.
- 2. Vault Tier Requirements. "Tier Rating" means the designated traffic loading design strength of a vault as determined by the testing requirements or design criteria of either ANSI/SCTE 77 2017 or AASHTO.
 - a. "Tier 5" means a vault certified per ANSI/SCTE 77 2017 to a vertical test load of 7,500 lbf and a lateral test load of 2,700 lbf
 - b. "Tier 8" means a vault certified per ANSI/SCTE 77 2017 to a vertical test load of 12,000 lbf and a lateral test load of 2,700 lbf
 - c. "Tier 15" means a vault certified per ANSI/SCTE 77 2017 to a vertical test load of 22,500 lbf and a lateral test load of 3,600 lbf
 - d. "Tier 22" means a vault certified per ANSI/SCTE 77 2017 to a vertical test load of 33,750 lbf and a lateral test load of 3,600 lbf
 - e. "AASHTO H-20" means a vault designed for deliberate vehicular traffic applications and constructed of certified precast concrete, cast iron, or other AASHTO-recognized materials per the AASHTO Standard Specifications for Highway Bridges.

3. Vault Placement Locations.

- a. Location Definitions.
 - Vaults may be placed only in locations that meet the following classifications:
 - i. **"Pedestrian and Minimal Incidental Traffic Only Areas**" means a Softscape or Hardscape right-of-way or easement area that is located on the frontside or backside of a property at least 4 feet from the edge of residential driveways and where anticipated traffic loading is minimal, and that meets any of the following:
 - 1. Any Softscape location directly behind the property side of a sidewalk, where curb, gutter, and sidewalk are all present;
 - 2. Any Softscape location offset by a minimum of 10 feet from the back of the curb, where curb and gutter are present but sidewalk is not present;
 - 3. Any Softscape location offset by a minimum of 20 feet from the back of the curb or edge of the roadway where the roadway interfaces directly with Softscape;
 - 4. Any Softscape location offset by a minimum of 5 feet from the edge of a parking lot, unpaved road, or unpaved lot; or
 - 5. Any location behind a curb located near a parking lot, unpaved road, or unpaved lot.
 - ii. **"Incidental/Non-Deliberate Light Vehicle Traffic Areas**" means an area that meets any of the following specifications:
 - Any Softscape or Hardscape areas within 10 feet from any street corner centerline, median or traffic road edge with a turning radius of 20 feet or less, and where all adjacent traffic speeds are no greater than 30 mph;
 - 2. Any Softscape or Hardscape within a sidewalk, at the back of the curb, or within beauty strips;
 - 3. Any Softscape area within 10 feet from the back of the curb, where only a curb or curb and gutter, but no sidewalk, is present; or
 - Any Softscape within 20 feet from the edge of a roadway where the roadway interfaces directly with the Softscape.
 - iii. **"Incidental/Non-Deliberate Medium and Heavy Vehicle Traffic Areas**" means a Softscape or Hardscape area that meets the following specifications:
 - Located within 10 feet from any street corner centerline, median or traffic road edge with a turning radius of 20 feet or less, and where any adjacent traffic speed limits exceed 30 mph; or
 - 2. Any shoulder, easement, right-of-way, or median located on highway or state department of transportation property.
 - 3. "Deliberate Light Vehicle Traffic Areas" means a Softscape or Hardscape area that meets the following specifications:
 - 4. Any single or dual lane alleyway not used specifically as a loading dock, and where anticipated traffic use will be limited to vehicles of class 6 or lower, as defined in the Federal Highway Administration's vehicle classification system; or
 - Any trash receptacle areas, outside dumpster placement area, equipment travelway or equipment operating areas
 - iv. "Deliberate Medium and Heavy Vehicle Traffic Areas" means a Softscape or Hardscape area that meets the following specifications:
 - Any location within a traveled roadway; or



2. Any roadway or alleyway used as a loading dock, or where the anticipated traffic use will include vehicles above class 6, as defined in the Federal Highway Administration's vehicle classification system.

b. Vault Tier Rating Location Requirements.

The requirements of this Section 1.04A.3.b take precedence over all criteria in Section 1.04A.3.a and are to be used in conjunction with the location classifications provided in Section 1.04A.2. i

- Allowable uses of Tier 5 or Tier 8 vaults:
 - 1. Pedestrian and Minimal Incidental Traffic Only Areas
- Allowable uses of Tier 15 vaults: ii.
 - 1. Backyard or Rear Easement Areas
 - Pedestrian and Minimal Incidental Traffic Only Areas 2
 - 3. Incidental/Non-Deliberate Light Vehicle Traffic Areas
- Allowable uses of Tier 22 vaults: iii.
 - 1. Incidental/Non-Deliberate Light Vehicle Traffic Areas
 - 2. Incidental/Non-Deliberate Medium and Heavy Vehicle Traffic Areas
 - 3. Deliberate Light Vehicle Traffic Areas
 - Allowable uses of AASHTO H-20 vaults:
 - 1. Deliberate Medium and Heavy Vehicle Traffic Areas

4. Vault Placement Requirements:

iv.

- Surface Grade. а
 - If a vault is placed in a surface with a grade less than or equal to 35 degrees from i. horizontal, place the vault flush with the surface and match the grade.
 - If a vault is placed in a surface with a grade greater than 35 degrees from horizontal, place ij. the vault level (i.e., horizontal), and the following additional requirements apply:
 - 1. If the greatest vertical distance from the surface to the top of the vault (the "Grade Difference") is less than 24 inches, create a layback with a maximum run to rise ratio of 1:2.
 - 2. If the Grade Difference exceeds 24 inches, install a retaining wall if deemed necessary.

Other Vault and Lid Placement Requirements. b.

- If a vault is placed in a narrow alleyway or travelway where the typical vehicle wheel path runs along the road edge, place the vault in the center of the alleyway or travelway.
- If a vault is placed in Softscape, vault edges will be at least 6 inches from any Hardscape ii. element, including but not limited to sidewalk edges, curbs, or driveways, unless a shorter separation is necessary given in-field conditions.
- Secure vault lids properly, and tighten hex bolts to the proper torque required by the iii. manufacturer.
 - 1. Bolts will be tightened at a minimum to be flush or recessed with the vault lid.
- Set vault lid and frame flush with one another, and adhere to the following tolerances iv relative to existing grade:
 - 1. In Softscape, the vault and/or lid cover will not be recessed more than 1/2 inches relative to existing grade, and any elevation gradient between top of vault and existing grade of the surrounding soil or Backfill will have a layback with a run to rise ratio of 1:2.
 - In Hardscape, the vault and/or lid cover will not be recessed more than 1/4 2. inches relative to existing grade.

5. Vault Materials.

- Vault frames and vault lids may be Plastic Material or Polymer Concrete. a.
- Surface Friction. All vault covers, lids and surface exposed to potential pedestrian traffic, or any lid b. or vault surface placed within 5 feet of a pedestrian pathway, will have a surface with coefficient of friction greater than or equal to the following:
 - Plastic Material: 0.25 or greater as determined by ASTM C1028, ASTM E303 or i. equivalent testing.
 - Polymer Concrete: 0.5 or greater as determined by ASTM C1028, ASTM E303 or ii. equivalent testing.

Locking Mechanism. С

All yault lids will have the capability of locking and being secured to the yault frame. The mechanism used to secure the lid will meet the following requirements:

- Use a standard hex bolt that is tightened and secured for the locking mechanism; and i. May not use any turn-latch, spring loaded or key lock style mechanisms. ii.
- d Vault Lid Labeling.

ii.

- All IAV will be clearly marked with "DSM-IAP" i.
 - All DCV will be clearly marked with "DSM-DCV"
- iii. All DDV will be clearly marked with "DSM-DDV"



- iv. All LAV will be clearly marked with a marking agreed upon between City and the associated Licensee; LAV assigned to Google Fiber will be marked with the Google Fiber Utility Logo or a marking of "GFBR".
- 6. Vault Placement Drawings.

The following drawings correspond to the requirements outlined in this Section 01.04A. a. Vault Installation Guide.



b. Typical Vault Placement Guide.





VAULT PLACEMENT GUIDE (Minimum Requirements)

	24.00	Traffic	lier Rating Se	election	
Vault Placement Location	Light Duty	Tier 5/8	Tier 15	Tier 22	H-20
Backyard or Rear Easement	Θ	•	0		
Pedestrian and Minimal Incident Only Traffic		(6		
Incidental/Non-Deliberate Light Vehicle Traffic			6		
Deliberate Light Vehicle				0	
Deliberate Medium and Heavy Vehicle Traffic					11-20

01.04B - Service Access Point Construction Requirements

1. Service Access Point Types.

- a. SAP Conduit Stub.
 - i. For Residential SxU, the SAP will consist of a conduit stub on the exterior of the building.ii. DCS will be swept up, anchored, and terminated at 24 inches above grade.
- b. SAP Enclosure.
 - For Commercial SxU, and for all MxU Buildings, the SAP will consist of a multi-tenant enclosure mounted either on the exterior of the associated building or inside of a telecom room.



ii. DCS will be terminated within the enclosure and accessible to each Licensee.

2. Service Access Point Location.

- a. Exterior SAP will be placed on the Power Side of a property whenever possible and will meet the following requirements.
 - i. Install SAP at a minimum separation of 12 inches from the existing power meter and power lines; and
 - ii. Install SAP at a maximum separation of 48 inches from existing power meter.
- b. Exterior SAP will be installed at the same height as the power meter or as other existing utilities and meet the following requirements:
 - i. The SAP will be a minimum of 24" above the ground measured from the bottom of the SAP Enclosure or the SAP Conduit Stub termination; and
 - ii. The SAP will be a maximum of 5 feet above the ground measured from the bottom of the SAP Enclosure or the SAP Conduit Stub termination.
- c. If an exterior SAP will be installed in front of the fence line running parallel to the street, or if no fence line exists, all of the following additional requirements apply:
 - i. The SAP should be set back at least 4 feet from the front of the building; or
 - ii. If installed on the Power Side and the power meter is mounted with a set back of greater than 4 feet, match the set back of the power meter.
- d. SAP Enclosures will be mounted level and have clearance to open and close freely.

3. Service Access Point Materials.

a. Manufacturer and MPN for materials used as SAP Enclosures will be specified in the first Network Section Design.

01.04C - Conduit Construction Requirements

1. General Conduit Requirements

- a. Conduit Packages.
 - "Local Access Conduit Package" means any bundling of installed conduit that contains Local Access Conduit as well as any other combination of Alternate Licensee Conduit or other City installed conduit.
 - ii. **"Drop Conduit Package**" means any bundling of installed conduit that contains only Drop Conduit.
- b. Bore Profile.
 - i. For all Local Access Conduit Packages, a minimum 36 inch cover is required unless within 10 ft of a vault where a minimum 24 inch cover will be required..
 - ii. For all Drop Conduit Packages, a minimum 12 inch cover is required.
- c. Aerial Construction.

The use of aerial construction will not be accepted for either Local Access Conduit Packages or Drop Conduit Packages unless essential for crossing over areas where underground construction is prohibited by law or otherwise infeasible.

- i. No Drop Conduit Packages may be aerial.
- ii. Each individual crossing must be reviewed and approved by Google Fiber.
- iii. Each street crossing must be accomplished by one of the following:
 - 1. Aerial Conduit. The Local Access Conduit Package may be installed aerially over the street crossing and risered down to IAV installed on both sides of the crossing as close to the riser as possible.
 - 2. **Dedicated Strand.** The City may provide access to a strand for each Licensee for the installation of the Google Fiber Network or other Licensee's facilities where the Local Access Conduit Package is risered from the strand down to an IAV installed as close to the riser as possible on both sides of the crossing.

2. Bored Conduit Installation Requirements.

- a. **Reaming Requirement**. Use backreaming when required by drill rig or conduit manufacturer specifications, or in any scenario when the pullback will exceed the conduit maximum short term tensile load.
- b. Conduit Pullback Requirements.
 - i. Pulling hardware will (i) be of appropriate size, per manufacturer specification, based on the conduit outside diameter, and (ii) be capable of withstanding the maximum load applied during pull.
 - ii. Install a swivel attachment between conduit and drill head to prevent transmission of torsional loads during pullback. Use a swivel suitable for drilling operations in soil and slurry.
 - iii. During pullback, ensure conduit is properly sealed to prevent all soil, slurry or fluids from entering the conduit.



- c. Conduit Handling.
 - i. Conduit will be handled, stored, and joined in accordance to manufacturer's specifications.
 - ii. If a conduit is damaged or separates, or otherwise requires coupling or splicing at a location between two bore pits, the following requirements apply:
 - 1. Couple or splice the conduit in accordance with the conduit manufacturer's requirements; and
 - 2. Use only couplers that are compatible with the conduit material and that provide an air-tight seal.

d. Conduit Proofing and Testing.

- i. Proof and validate the integrity of a minimum of one conduit out of each newly installed Conduit Package by pulling or pushing a mandrel in accordance with the following requirements:
 - 1. Mandrel outside diameter will be a minimum of 85% of the conduit's outside diameter.
 - 2. For any conduit with an outside diameter of less than 1 1/2 inches, a flexible mandrel comprised of neoprene or similar is required.
- ii. All conduit in each newly installed Conduit Package will be left with an intact and operational mule tape or pull line.

3. Trenched Conduit Installation Requirements.

- a. Open trenching will be used as a conduit deployment method only when Bored Conduit requirements cannot be reasonably met.
- b. Any instance where open trenching is required should be identified on the Network Section Design and may be a reason for rejection.
- c. Conduit Handling requirements in Section 01.04C.2.c above will be followed.
- d. Conduit Proofing and Testing requirements in Section 01.04C.2.d above will be followed.

4. Conduit Sealing.

- a. Conduit Seal and Conduit Types.
 - i. **"Conduit Sealing Material"** means a conduit or cored hole Sealant application that meets all of the following requirements:
 - 1. Provides a watertight seal around the conduit or cable with a minimum 10 foot pressure head.
 - 2. Capable of withstanding at least 5 psi pressure.
 - 3. Confirmed material compatibility with the cable jacket, conduit, or metallic elements.
 - 4. If used, sealing plug will be one self-contained assembly having an adjustable resilient filler of neoprene or silicone rubber clamped between backing ends and compressed with stainless steel hardware.
 - 5. If used to seal an empty conduit, sealing plug will have an eye or other type of capturing device on the side of the plug that entering the conduit to enable attachment to the pull tape so that the pull tape will be easily accessible when the plug is removed.
 - ii. "Active Conduit" means any occupied conduit.
 - iii. "Vacant Conduit" means any unoccupied conduit.

b. Conduit Seal Requirements.

- i. All installed conduit will have ends sealed at all times to prevent any soil, slurry, or other materials from entering the conduit during all stages of construction.
- ii. All conduit will be sealed with End Caps upon completion of the Network Segment Construction.
 - "End Caps" means material that can be slipped over, screwed onto or placed into conduit ends and be able to remain attached without the use of permanent adhesives, and still be easily removed by hand.
 - 2. The End Cap must have an eye or other type of capturing device on the side of the plug that enters the conduit to attach onto the pull tape so that the pull tape will be easily accessible when the cap is removed.

5. Conduit Entry at Vaults.

- a. Conduit Sealing at Vaults.
 - . Conduit entry points in vaults will be sealed between the vault wall and outside of conduit, and must be sealed with acceptable permanent sealing Material such as duct putty, permanent foam, or equivalent duct Sealant.
- 6. Conduit Materials.
 - a. Conduit will be HDPE.
 - b. Conduit wall thickness will have a Standard Dimension Ratio of 13.5 or less.



c. Pre-installed mule tape or pull line will be rated to 1,250 lbs.

7. Conduit Identification.

- a. Conduit will be differentiated by color between Local Access Conduit, Drop Conduit, and Alternate Tenant Conduit for each additional Tenant.
 - i. LCP will be differentiated by striping.
 - ii. Conduit End Caps will match conduit coloring.

01.05 - Leased Conduit Design Data Schema

1. General Design Data Requirements.

- a. Projection is to be set to Web Mercator. Please understand the risks associated with this ie. lengths will still need to be calculated as geodesic lengths
- b. GPS data is to be collected and stored as a related record using WGS 1984.
- c. The Trusted Source is listed for each feature and attribute in the Sections below.
 - i. When the Trusted Source is the City, the feature and attribute information from the City will be definitive and any conflicts or changes identified by either the City or Google Fiber should be managed in the City's design system and provided to Google Fiber.
 - ii. When the Trusted Source is Google Fiber, the feature and attribute information from Google Fiber will be definitive and any conflicts or changes identified by either the City or Google Fiber should be managed in Google Fiber's design system and provided to the City.

2. List of Required Objects.

Only the following GIS features will be included in design updates provided by the City to Google Fiber.

Name of Feature	Feature Type	Description	Trusted Source
ADDRESS	Point	Each unique and verifiable address.	Google Fiber
BUILDINGOUTLINE	Polygon	Outline of each structure housing one or multiple addresses, required when an MxU Development contains more than one Building.	Google Fiber
CONDUIT	Polyline	Planned, designed, or constructed Licensed Conduit.	City
GUYSPAN	Polyline	Planned, designed, or constructed aerial strand.	City
PARCEL	Polygon	Outline of each tract or plot of land.	City
POLE	Point	Planned, designed, or constructed pole to which aerial strand is attached.	City
PROPERTYOUTLINE	Polygon	Outline of each SxU ROE or MxU Development containing one or multiple Buildings and/or Parcels.	Google Fiber
RISER	Point	Planned, designed, or constructed pole-attached riser.	City
STRUCTURE	Point	Planned, designed, or constructed Access Point or Meet-Me Point.	City

3. List of Domain Values.

Where a domain is listed for a feature, only the listed domain values associated with each domain may be used. If the domain value is "null" there is not a domain requirement.

a. YesNo.

Code	Name	Description
Y	Yes	Yes
N	No	No

b. **3PAddressType**.

Code	Name	Description
MXU	MxU	An address in a residential multi-dwelling development or commercial multi-tenant development.
SXU	SxU	An address in a single-family residential building or a single-tenant commercial building.



c. 3PAddressStatus.

Code	Name	Description
NULL	Null	Address not assessed.
CONSTRUCTABLE_ADDRESS	Constructable Address	Address meeting the definition of a Constructable Address per the Agreement.
DESIGNED_ADDRESS	Designed Address	Address meeting the definition of a Designed Address per the Agreement.
GO_BACK_ADDRESS	Go-Back Address	Address meeting the definition of a Go-Back Address per the Agreement.
NON_STANDARD_ADDRESS	Non-Standard Address	Address meeting the definition of a Non-Standard Address per the Agreement.
UP_FRONT_ADDRESS	Up-Front Address	Address meeting the definition of a Up-Front Address per the Agreement.
SERVABLE_ADDRESS	Servable Address	Address meeting the definition of a Servable Address per the Agreement.

d. 3PStatus.

Note - these statuses are to be considered a hierarchy, following the order of ACCEPTED, VALIDATED, DRAFTED and then PENDING. Each feature's attribute must be populated correctly once the Status indicated in the attribute's Status Required column is reached.

Code	Name	Description
ACCEPTED	Accepted Network Section	Associated with an Accepted Network Section.
VALIDATED	Validated Network Section Design	Associated with a Google Fiber validated Network Section Design.
DRAFTED	Draft Network Section Design	Associated with a submitted Draft Network Section Design.
PENDING	Pending Network Section Design	Not yet associated with a Network Section Design.

e. 3PConduitType.

Code	Name	Description
LCP	Local Access Conduit, Primary	Local Access Conduit, Primary as defined in the Agreement.
LCS	Local Access Conduit, Secondary	Local Access Conduit, Secondary as defined in the Agreement.
DCP	Drop Conduit, Primary	Drop Conduit, Primary as defined in the Agreement.
DCS	Drop Conduit, Secondary	Drop Conduit, Secondary as defined in the Agreement.
ALC	Alternate Licensee Conduit	Alternate Licensee Conduit as defined in the Agreement.

f. 3PConduitColor.

Code	Name	Description
BLUE	Blue	Blue Conduit color.
ORANGE	Orange	Orange Conduit color.
GREEN	Green	Green Conduit color.
BROWN	Brown	Brown Conduit color.
SLATE	Slate	Slate Conduit color.
WHITE	White	White Conduit color
RED	Red	Red Conduit color.



BLACK	Black	Black Conduit color.
YELLOW	Yellow	Yellow Conduit color.
VIOLET	Violet	Violet Conduit color.
PINK	Pink	Pink or rose Conduit color.
AQUA	Aqua	Aqua Conduit color.
TERRA_COTTA	Terra Cotta	Terra Cotta Conduit color.
GRAY	Gray	Gray Conduit color.

g. 3PPlacementType.

Code	Name	Description
AERIAL	Aerial Placement	Asset placed aerially.
BORED	Bored Placement	Asset placed via boring or directional drilling.
TRENCHED	Open Trench Placement	Asset placed via open trenching.

h. 3PPropertyType.

Code	Name	Description
MXU_DEVELOPMENT	MxU Development	Property meeting the definition of a MxU Development per the Agreement.
SXU_ROE	SxU Right of Entry	Privately developed property with private roads.

i. 3PStructureType.

Code	Name	Description
MMV	Meet-Me Vault	Meet-Me Vault as defined in the Agreement.
IAV	Intermediate Access Vault	Intermediate Access Vault as defined in the Agreement.
DCV	Drop Closure Vault	Drop Closure Vault as defined in the Agreement.
DDV	Drop Demarc Vault	Drop Demarc Vault as defined in the Agreement.
LAV	Licensee Assigned Vault	Licensee Assigned Vault as defined in the Agreement.
SAP_STUB	Service Access Point, Conduit Stub	Service Access Point, Conduit Stub as defined in the Agreement.
SAP_IE	Service Access Point, Interior Enclosure	Service Access Point, Interior Enclosure as defined in the Agreement.
SAP_EE	Service Access Point, Exterior Enclosure	Service Access Point, Exterior Enclosure as defined in the Agreement.

j. PoleMaterial.

Code	Name	Description
WOOD	Wood	Wood Pole Material
METAL	Metal	Metal Pole Material
CONCRETE	Concrete	Concrete Pole Material
COMPOSITE	Composite	Composite Pole Material

k. PoleUse.

Code	Name	Description	
DISTRIBUTION	Distribution	Pole used is Distribution.	
TRANSMISSION	Transmission	Pole used is Transmission.	
DROP	Drop	Pole used is Drop.	
STUB	Stub	Pole used is Stub.	



			-
COMMUNICATIONS	Communications	Pole used is Communications.	

I. VaultSize.

Code	Name	Description
SV	Small Vault	Small Vault as defined in the Agreement.
LV	Large Vault	Large Vault as defined in the Agreement.
XLV	Extra Large Vault	Extra Large Vault as defined in the Agreement.

m. VaultLidType.

Code	Name	Description
SPLIT	Split	Two piece vault lid.
SOLID	Solid	One piece vault lid.

n. VaultLidMaterial.

Code	Name	Description
PLASTIC_MATERIAL	Plastic Material	Plastic Material as defined in the Agreement.
POLYMER_CONCRETE	Polymer Concrete	Polymer Concrete as defined in the Agreement.

o. VaultRating.

Code	Name	Description
TIER_05	Tier 5	Tier 5 as defined in the Agreement.
TIER_08	Tier 8	Tier 8 as defined in the Agreement.
TIER_15	Tier 15	Tier 15 as defined in the Agreement.
TIER_22	Tier 22	Tier 22 as defined in the Agreement.
AASHTO_H20	AASHTO H-20	AASHTO H-20 as defined in the Agreement.

4. List of Attributes by Feature. a. ADDRESS.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	Google Fiber
3P_ADDRESSID	String	null	PENDING	Unique ID for each address.	City
3P_PARCELID	String	null	PENDING	Parcel ID where address is located.	City
3P_ADDRESSTYPE	String	3PAddressType	PENDING	The type of address as defined by the Agreement.	Google Fiber
3P_ADDRESSSTATUS	String	3PAddressStatus	PENDING	Contractual status of each Address as defined by the Agreement.	Google Fiber
3P_ACCEPTANCEDATE	Date	null	ACCEPTED	The contractual Acceptance Date of the Address.	Google Fiber
3P_COMMENCEMENTDATE	Date	null	ACCEPTED	The contractual Commencement Date of the Address.	Google Fiber
3P_NETWORKSECTIONID	String	null	DRAFTED	The unique ID of the Network	Google



				Section containing the Drop Conduit for the Address.	Fiber
3P_STATUS	String	3PStatus	PENDING	Status describes the status of the Network Section containing the Address.	Google Fiber
STREETADDRESS	String	null	PENDING	Street name and number, normalized to follow USPS standards	Google Fiber
UNITNUMBER	String	null	PENDING	Unit number, normalized to follow USPS standards	Google Fiber
CITY	String	null	PENDING	City name, normalized to follow USPS standards	Google Fiber
STATE	String	null	PENDING	Two letter uppercase code for the state, such as CA, TX. The full spelling of the state name, such as "California" or "Texas", must not be used.	Google Fiber
ZIPCODE	String	null	PENDING	5 or 9 digit zipcode (XXXXX or XXXXX - YYYY)	Google Fiber
LATITUDE	String	null	PENDING	In WGS84 format, location of returned addresses should be as close to the center of parcels as possible. If any parcel has several buildings, address points should be located on top of relevant buildings.	Google Fiber
LONGITUDE	String	null	PENDING	In WGS84 format, location of returned addresses should be as close to the center of parcels as possible. If any parcel has several buildings, address points should be located on top of relevant buildings.	Google Fiber

b. BUILDINGOUTLINE.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	Google Fiber
3P_BUILDINGID	String	nuli	PENDING	Unique ID of the building.	City
3P_PARCELID	String	null	PENDING	Parcel ID where building is located.	City
3P_PROPERTYID	String	null	PENDING	Property ID where building is located.	Google Fiber

c. CONDUIT

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not	City



				be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	
3P_CONDUITID	String	null	DRAFTED	Unique ID of the Conduit.	City
3P_NETWORKSECTIONID	String	null	DRAFTED	The unique ID of the Network Section containing the Conduit.	City
3P_STATUS	String	3PStatus	DRAFTED	Status describes the status of the Network Section containing the Conduit.	City
3P_CONDUITTYPE	String	3PConduitType	DRAFTED	Classification of the Conduit as defined in the Agreement.	City
3P_PLACEMENTTYPE	String	3PPlacementType	DRAFTED	Construction method by which the Conduit was installed.	City
3P_ISOCCUPIED	String	YesNo	VALIDATE D	Flag for if the Conduit contains Network Equipment.	City
3P_CONDUITCOLOR	String	3PConduitColor	VALIDATE D	Color of the Conduit.	City
3P_CONDUITSTRIPE	String	YesNo	VALIDATE D	Striping of the Conduit.	City
OWNER	String	null	DRAFTED	Name of the Conduit Owner.	City
DIAMETER	String	null	DRAFTED	The nominal size of the Conduit.	City
TOSTRUCTURE	String	null	VALIDATE D	StructureName of the structure the conduit is going to. When the conduit transitions directly to a riser, please populate this field with the associated 3P_POLEID.	City
FROMSTRUCTURE	String	null	VALIDATE D	StructureName of the structure the conduit is coming from. When the conduit transitions directly to a riser, please populate this field with the associated 3P_POLEID.	City
MEASUREDLENGTH	Double	null	ACCEPTED	Measured length of the Conduit as constructed (ft).	City
INSTALLATIONDATE	Date	null	ACCEPTED	Date the Network Section containing the Conduit was accepted.	City

d. GUYSPAN.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	City
3P_GUYSPANID	String	null	DRAFTED	Unique ID of the Guyspan.	City
3P_NETWORKSECTIONID	String	null	DRAFTED	The unique ID of the Network Section containing the Guyspan.	City



3P_STATUS	String	Status	DRAFTED	Status describes the status of the Network Section containing the Guyspan.	City
OWNER	String	null	DRAFTED	Name of the Guyspan Owner.	City
STRANDSIZE	String	null	DRAFTED	Size of strand used for Guyspan.	City
TOSTRUCTURE	String	null	VALIDATE D	3P_POLEID of the Pole the Guyspan is going to.	City
FROMSTRUCTURE	String	null	VALIDATE D	3P_POLEID of the Pole the Guyspan is coming from.	City
INSTALLATIONDATE	Date	null	ACCEPTED	Date the Network Section containing the Guyspan was accepted.	City

e. PARCEL.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	City
3P_PARCELID	String	null	PENDING	Unique ID of the parcel.	City
3P_LANDSQFT	String	null	PENDING	If available, the total square footage of the parcel.	City
3P_FLOODZONE	String	YesNo	PENDING	Floodzone designation of the parcel.	City
3P_PROPERTYID	String	null	PENDING	Property ID where parcel is located, if applicable.	Google Fiber
PARCELADDRESS	String	null	PENDING	Street name and number, normalized to follow USPS standards for the reference address for the Parcel.	Google Fiber
CITY	String	null	PENDING	City name, normalized to follow USPS standards	Google Fiber
STATE	String	null	PENDING	Two letter uppercase code for the state, such as CA, TX. The full spelling of the state name, such as "California" or "Texas", must not be used.	Google Fiber
ZIPCODE	String	null	PENDING	5 or 9 digit zipcode (XXXXX or XXXXX - YYYY)	Google Fiber

f. POLE.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	City
3P_POLEID	String	null	DRAFTED	Unique ID of the Pole.	City
3P_NETWORKSECTIONID	String	null	DRAFTED	The unique ID of the Network Section containing the Pole.	City
3P_STATUS	String	3PStatus	DRAFTED	Status describes the status of the Network Section containing	City



				the Pole.	
OWNER	String	null	VALIDATE D	Name of the Pole Owner.	City
OWNERPOLEID	String	null	VALIDATE D	If applicable, the Owner's Unique ID of the Pole.	City
MATERIAL	String	PoleMaterial	VALIDATE D	Pole material.	City
USE	String	PoleUse	VALIDATE D	Pole use.	City
ATTACHMENTCOUNT	Double	null	VALIDATE D	Number of communications attachments on Pole.	City
ATTACHMENTHEIGHT1	Double	null	VALIDATE D	Height of Google attachment to pole from bottom of pole (ft).	City
ATTACHMENTHEIGHT2	Double	null	VALIDATE D	Height of Google attachment to pole from bottom of pole (ft).	City
ATTACHMENTHEIGHT3	Double	null	VALIDATE D	Height of Google attachment to pole from bottom of pole (ft).	City

g. PROPERTYOUTLINE.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	Google Fiber
3P_PROPERTYID	String	null	PENDING	Unique ID of the MxU Development or SxU ROE.	Google Fiber
3P_PROPERTYTYPE	String	3PPropertyType	PENDING	Type of property.	Google Fiber
PROPERTYADDRESS	String	null	PENDING	Street name and number, normalized to follow USPS standards for the reference address for MxU Development or SxU ROE.	Google Fiber
CITY	String	nuli	PENDING	City name, normalized to follow USPS standards	Google Fiber
STATE	String	null	PENDING	Two letter uppercase code for the state, such as CA, TX. The full spelling of the state name, such as "California" or "Texas", must not be used.	Google Fiber
ZIPCODE	String	null	PENDING	5 or 9 digit zipcode (XXXXX or XXXXX - YYYY)	Google Fiber

h. RISER.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	City
3P_RISERID	String	null	DRAFTED	Unique ID of the Riser	City
3P_NETWORKSECTIONID	String	nult	DRAFTED	The unique ID of the Network Section containing the Riser.	City



3P_STATUS	String	3PStatus	DRAFTED	Status describes the status of the Network Section containing the Riser.	City
3P_POLEID	String	null	DRAFTED	3P_POLEID that the Riser is attached to.	City
3P_RISERTYPE	String	3PConduitType	DRAFTED	Classification of the Riser as defined in the Agreement.	City
3P_ISOCCUPIED	String	YesNo	VALIDATE D	Flag for if the Conduit contains Network Equipment.	3rd Party
OWNER	String	null	DRAFTED	Name of the Riser Owner.	3rd Party
DIAMETER	String	null	VALIDATE D	The nominal size of the Riser	3rd Party
INSTALLATIONDATE	Date	null	ACCEPTED	Date the Network Section containing the Riser was accepted.	3rd Party

i. STRUCTURE.

Attribute Name	Туре	Domain Name	Status Required	Description	Trusted Source
GLOBALID	String	null	PENDING	Unique feature ID through the lifetime of the database. If a feature is deleted the ID will not be repeated. If a feature is added it will have newly created unique ID. If a feature is modified it will keep its unique ID	City
3P_STRUCTUREID	String	null	DRAFTED	Unique ID of the Structure.	City
3P_NETWORKSECTIONID	String	null	DRAFTED	The unique ID of the Network Section containing the Conduit.	City
3P_STRUCTURETYPE	String	3PStructureType	DRAFTED	The type of Access Point as defined by the Agreement.	City
3P_STATUS	String	3PStatus	DRAFTED	Status describes the status of the Network Section containing the Structure.	City
OWNER	String	null	DRAFTED	Name of the Structure Owner.	City
NAME	String	nuli	VALIDATE D	When 3P_STRUCTURETYPE is VAULT, the vault lid marking as defined in the Agreement.	3rd Party
VAULTSIZE	String	VaultSize	VALIDATE D	Size of structure	3rd Party
VAULTLIDTYPE	String	VaultLidType	VALIDATE D	Type of lid	3rd Party
VAULTRATING	String	VaultRating	VALIDATE D	Rating of the lid	3rd Party
VAULTLIDMATERIAL	String	VaultLidMaterial	VALIDATE D	Material of lid	3rd Party
VAULTLIDRING	String	YesNo	VALIDATE D	Indicate if the vault has a ring	3rd Party
INSTALLATIONDATE	Date	null	ACCEPTED	Date the Network Section containing the Structure was accepted.	3rd Party



Exhibit B



<u>Exhibit B</u>

Network Section Sequence and Delivery Schedule

In accordance with Section 2.1.4, the Parties will mutually agree on the sequence of design and construction of Network Sections. The agreed upon sequence will be memorialized as an amendment to this <u>Exhibit B</u>.

Network Section Number	Delivery Milestone Date	Minimum Number of Constructible Addresses (including Designed Addresses)
1	July 31, 2021	1000
2	September 30, 2021	5000
3	December 31, 2021	6000
4	March 31, 2022	6000
5	July 31, 2022	6000
6	September 30, 2022	6000



Exhibit C



Exhibit C

Information Required for Network Delivery Form

See attached.



Metro Submission Form

This form is intended to serve as a method for Metro to submit data to/communicate with Google Fiber:

- 1. Network Section Design Submittal
- 2. Material Change
- 3. Network Acceptance
- 4. Recurring Progress Update
- 5. Invoice
- 6. Request for Information (RFI)
- * Required
- 1. Submitter Name *
- 2. Email Address *
- 3. Submittal Type *

Mark only one oval.

- 1. Network Section Design Submittal Skip to question 4
 - 2. Material Change Skip to question 15
 - 3. Network Acceptance Skip to question 18
- 4. Recurring Progress Update Skip to question 22
- 5. Invoice Skip to question 26
- 6. Request for Information (RFI) Skip to question 37
- 1. Network Section Design Submittal



4. Is this First Section Design?*

Mark only one oval.

\subset	Yes	Skip to question 5			
C	No	Skip to question 12			

First	Please upload supporting documents to the follow Google Drive folder: <u>URL Placeholder</u>
Network	
Section	For more information on the use of Google Drive please visit the following link: <u>URL Placeholder</u>
Design	

5. Is this submission being provided provided to Google Fiber within at least 3 months of the Effective Date? *

Mark only one oval.

\subset	Yes
C	No

6. Does this submittal include the geographic boundaries (design file) and sequencing (spreadsheet) of each of the Network Sections in the Conduit Network? *

Mark only one oval.



7. Does this submittal include the design for the Arterial Conduit Network? *

Mark only one oval.

\subset	Yes
\subset	No



 Does this submittal include the design for the connections between the Conduit Network and the Meet-Me Points at the locations to be designated by Google Fiber?

Mark only one oval.



No

9. Design File (Year-Month-Day-Section_Design_NAME) *

.

- 10. Schedule File (Year-Month-Day-Schedule) *
- 11. Additional Comments / Questions

Network	Please upload supporting documents to the follow Google Drive folder: URL Placeholder
Section	For more information on the use of Google Drive please visit the following link:
Design	<u>URL Placeholder</u>

- --

12. Design File (Year-Month-Day-Section_Design_NAME) *



13.	Schedu	ule File (Year-Month-Day-Schedule) *
14.	Additic	onal Comments / Questions
2. Ma Ch	terial ange	Please upload supporting documents to the follow Google Drive folder: <u>URL Placeholder</u> For more information on the use of Google Drive please visit the following link: <u>URL Placeholder</u>
15.	Docum	ent File Name (Year-Month-Day-NAME) *

- 16. Additional Document File Name (Year-Month-Day-NAME)
- 17. Additional Comments / Questions



Please upload supporting documents to the follow Google Drive folder: URL Placeholder

3. Network Acceptance For more information on the use of Google Drive please visit the following link: <u>URL Placeholder</u>

18. Does this submittal include an As-Built/updated design file? *

Mark only one oval.

\subset	\supset	Yes
\subset	\supset	No

19. Design File (Year-Month-Day-Section_Design_NAME) *

20. Does this submittal include an updated schedule? *

Mark only one oval.

_____Yes

____ No

.

21. Schedule File (Year-Month-Day-Schedule) *

 4.
 Please upload supporting documents to the follow Google Drive folder: URL Placeholder

 Recurring
 For more information on the use of Google Drive please visit the following link: URL Placeholder

 Update
 The second support of the follow Google Drive please visit the following link:



22. Does this submittal include an updated design file? *

Mark only one oval.

)	Yes	
)	No	

- Design File (Year-Month-Day-Section_Design_NAME) 23.
- Does this submittal include an updated schedule? * 24.

Mark only one oval.

Yes

No

25. Schedule File (Year-Month-Day-Schedule) *

Please upload supporting documents to the follow Google Drive folder: URL Placeholder For more information on the use of Google Drive please visit the following link: Invoice URL Placeholder

26. Invoice File (Year-Month-Day-Section_Invoice_NAME)



5.

27. Does this invoice include number of Servable Addresses? *

Mark only one oval.

Yes
No

28. Does this invoice include number of SxU Addresses? *

Mark only one oval.



29. Does this invoice include number of MxU Buildings? *

Mark only one oval.

___ Yes ___ No

30. Does this invoice include number of Drop Conduits placed? *

Mark only one oval.

Yes

31. Does this invoice include Delivery Delay Credits? *

Mark only one oval.

C	Yes
C	No



32. Does this invoice include SLA Credits? *

Mark only one oval.

\subset) Yes
C	No

33. Does this invoice include Anchor Tenant Rebates Credits? *

Mark only one oval.



34. Does this invoice include a true-up billing audit? *

Mark only one oval.

___Yes ___No

35. Does this invoice include a R&M Backcharge? *

Mark only one oval.



36. Does this invoice include a Last Mile Backcharge? *

Mark only one oval.

Yes



6. Request Please upload supporting documents to the follow Google Drive folder: URL Placeholder For more information on the use of Google Drive please visit the following link: URL Placeholder (RFI)

37. Please upload supporting files and/or provide written details of request below. *

This content is neither created nor endorsed by Google.





Exhibit D



Exhibit D - Acceptance Testing Procedure

04.01 - General Provisions

1. City Testing.

- a. Testing as required by the Specification may be performed by the City throughout the City's construction.
- b. When testing is performed during construction, the requirements for Acceptance Testing outlined in Section 4.2.2 of the Agreement will apply.

2. Google Fiber Monitoring.

a. Google Fiber may actively monitor the City's construction of the Leased Conduit.

04.02 - Acceptance Testing

04.02A - Acceptance Testing Requirements

1. Conduit and Vault Acceptance Testing.

- a. Verify all construction has been performed to the Specification.
- b. Verify that all issues identified to the City by Google Fiber during construction have been addressed fully.
- c. Conduct any and all remaining Conduit Proofing and Testing as required by the Specification.
 i. For any conduit where the proofing fails, repair the conduit and conduct Conduit Proofing
 - and Testing for all conduit in the repaired Conduit Package.
- d. Verify mule tape installation in all installed conduit.
- e. Verify conduit cap installation on all installed conduit.
- Record wall-to-wall footages for one conduit out of each newly installed Conduit Package.
 i. Include in the GIS as the measured length for each conduit in the Conduit Package.
- g. Record the locations and corresponding sequentials of all coupled conduits.
 i. Include in the GIS as a comment for each coupled conduit.
- h. Record sub-meter accurate GPS locations for all installed Drop Demarc Vaults, Drop Closure Vaults, Intermediate Access Vaults and Tenant Requested Vaults.
 - i. Include in the GIS as the recorded GPS location.

2. Google Fiber Evaluation.

- a. Google Fiber may request to physically verify compliance with the standard per Section 4.2.3 of the Agreement for any or all portions of the Leased Conduit.
- b. For all requests made by Google Fiber within the Evaluation Period where escorted access by the City is required, the Evaluation Period will remain open until 2 days following said access.

04.02B - Acceptance Testing Documentation

1 Documentation Required.

The following documentation will be provided by the City to Google Fiber following the City's Acceptance Testing for Google Fiber's review during the Evaluation Period:

- a. PDF file reflecting redlines of the Network Section Design annotated to show all changes,
- b. Written acceptance from all governing jurisdictions (e.g., copy of signed permits),
- c. Narrative description of any special conditions or maintenance requirements that may impact Google Fiber's operations of the Network Section,
- d. Fully resolved Issue Log, and
- e. PDF and GDB files reflecting the as-built Network Section.

2. Issue Log.

- a. The city will compile into a single log for each Network Section all issues identified by either Google Fiber or the City during construction, during Acceptance Testing or during the Evaluation Period.
- b. The log will include, at a minimum, the following (final format of the log will be agreed upon by the City and Google Fiber):
 - i. Network Section ID,
 - ii. Identification Date,
 - iii. Identifying Party,
 - iv. Issue Description,
 - v. Resolution, and
 - vi. Resolution Date.



Exhibit E




EXECUTION VERSION

Exhibit F



EXECUTION VERSION

<u>Exhibit F</u>

Operations and Maintenance Procedures

1. DEFINITIONS

- 1.1. **"Non-Routine Maintenance"** means all efforts and activities in response to an emergency circumstance that requires restoration, including the activities outlined in Section 5 below.
- 1.2. **"Operations Escalation List**" means a network operations escalation list identifying contact information for the personnel in the City's management chain who are responsible for the maintenance and repair of the Conduit Network.
- 1.3. **"Routine Maintenance"** means the preventive maintenance activities, upgrades and repairs outlined in Section 4 below.
- 1.4. **"Scheduled Maintenance Period**" means a pre-arranged period of time reserved for performing certain work on the Conduit Network that may adversely impact the Google Fiber Network but that does not require the relocation of any portion of the Licensed Conduit.

2. GENERAL

- 2.1. In the event that multiple users of the Conduit Network have notified the City of their intent to access the same Access Points for purposes of installing, testing, maintaining, replacing, or removing such user's facilities or equipment, the City will schedule the respective times for the users to access the Access Points using weighted round-robin scheduling system weighted based on the proportion of the Conduit Network used by each such user. The user that is scheduled to go first may elect to access the Access Point at any other point in the queue instead.
- 2.2. The City will be responsible for the operation, maintenance and repair of the Conduit Network, including the Licensed Conduit. The City will maintain a toll-free number to contact personnel responsible for the maintenance and repair of the Licensed Conduits will provide such number to Google Fiber along with an Operations Escalation List prior to the Acceptance Date of the first Network Section. The City may update the Operations Escalation List from time to time and will deliver such updates to Google Fiber within three (3) Business Days following the effectiveness of any change in the Operations Escalation List, to ensure that Google Fiber always has the latest Operations Escalation List. The City will report to Google Fiber damages to the Licensed Conduits that adversely affect the Google Fiber Network, and will open a trouble ticket upon Google Fiber's report of any such damage. The City will dispatch maintenance and repair personnel along the Conduit Network to handle and repair problems detected by, or reported to, the City.
- 2.3. The City's maintenance employees or contractors will be available for dispatch twenty-four (24) hours a day, seven (7) days a week. The City will use its commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring an emergency maintenance activity on any Local Access Conduit within four (4) hours from the time the City becomes aware of the event or occurrence causing the need for the maintenance activity.
- 2.4. The City will take workmanlike care consistent with the warranty in Section 8.4 of the Agreement to prevent damage to the Conduit Network that adversely affects the signal



continuity and performance of the Google Fiber Network. The City will repair the Licensed Conduit, as needed, in a workmanlike manner.

2.5. The City will maintain a file geodatabase network map of the Conduit Network, inclusive of other related map features as required for invoicing based on the number of Designed Addresses. The City will notify Google Fiber of any planned network map changes in accordance with scheduled maintenance notification requirements outlined in Section 3 below, and will deliver updated maps to Google Fiber within five (5) Business Days following the City's update thereof to ensure that Google Fiber always has the latest network map.

3. SCHEDULED MAINTENANCE PERIODS

The City will provide prior notice to Google Fiber of any Scheduled Maintenance Period for any planned non-emergency maintenance activity that could adversely affect the Google Fiber Network. The prior notice required by this Section 3 will be five (5) Business Days for configuration changes that are reasonably expected to require temporary reconfiguration of any affected portion of the Google Fiber Network, and twenty-four (24) hours for all other work on the Licensed Conduits that is not reasonably likely to adversely affect the Google Fiber Network; and immediate notification for emergency work that is reasonably expected to produce any signal discontinuity. If a City-planned activity is canceled or delayed for any reason, the City will notify Google Fiber at the City's earliest opportunity and will reschedule any delayed activity in accordance with this Section 3.

4. ROUTINE MAINTENANCE

The City will maintain the Licensed Conduits and keep them in good and operable condition and in conformance in all material respects with the Specifications in a manner that permits normal operation of the Google Fiber Network.

5. NON-ROUTINE MAINTENANCE

- 5.1. Upon Google Fiber's notification to City of suspected damage to the Licensed Conduit that has adversely affected the Google Fiber Network, The City will determine the precise location of the damage and mobilize personnel to begin necessary repair. The City will ensure qualified maintenance personnel is at the site of the affected Licensed Conduit within four (4) hours after receipt of such notice with the required repair material and equipment.
- 5.2. The City will maintain sufficient capability to teleconference with Google Fiber during an emergency repair in order to provide continuous communication.
- 5.3. Upon completion of any maintenance activity that changes the route of the Licensed Conduit, the City will also deliver a map to Google Fiber within five (5) Business Days of completion that describes the change to the route.
- 5.4. The City will ensure that it has adequate personnel and equipment capacity to respond to damages simultaneously at no fewer than two (2) separate locations in the Conduit Network. The City will maintain a disaster recovery plan, detailing the restoration procedures in response to natural disasters including without limitation: tornado, ice storm, flood, high wind, wildfire, and vandalism. The City will keep adequate labor (in-house or through contract) and materials to meet such plans within one (1) day at all times.



EXECUTION VERSION

Exhibit G



Exhibit G

Service Level Agreement

This Service Level Agreement sets out the City's obligations with respect to the maintenance and repair of the Licensed Conduits.

1. MINIMUM PERFORMANCE REQUIREMENTS

- 1.1. <u>Service Level Objectives</u>. The performance objectives for the City's maintenance and repair obligations for the Licensed Conduit are as follows:
 - 1.1.1. Mean-time-to-repair ("**MTTR**") for any Damage to the Licensed Conduit that has adversely affected the installation or operation of the Google Fiber Network. The MTTR is measured based on the average (mean) amount of time during each calendar month required for the City to repair incidents of Damage to the Licensed Conduit such that installation of the Google Fiber Network can proceed or operation of the Google Fiber Network can be restored.
 - 1.1.2. **"Total Downtime**". The Total Downtime is measured monthly based on the cumulative number of hours in the immediately preceding twelve (12) month period during which Damage to the Conduit Network causes Google Fiber to be unable to provide service to its customers. Any incident of Damage to the Licensed Conduit for which City both responds with personnel on site in under four (4) hours and completes repair in under twelve (12) hours will not be included for purposes of calculating the Total Downtime.
- 1.2. <u>MTTR Requirements</u>. The MTTR requirement for any Damage to any Licensed Conduit that prevents or impedes Google Fiber's ability to install or operate the Google Fiber Network in such Licensed Conduit because of a blockage inside of the Licensed Conduit is no more than 2 Business Days ("Blockage MTTR"). The MTTR requirement for any Damage to any Licensed Conduit that prevents or impedes Google Fiber's ability to install or operate the Google Fiber Network in such Licensed Conduit because of a cut, discontinuity, destruction, dislocation, or other Damage other than blockage in the Licensed Conduit is no more than 3 Business Days ("Conduit Cut MTTR").
- 1.3. <u>Total Downtime Requirements</u>. The Total Downtime requirement is a ratio that may not exceed one (1) hour of Total Downtime for every 100 Servable Addresses, rounded to the nearest 100 Servable Addresses ("Total Downtime Ratio"). For purposes of calculating the Total Downtime Ratio, the total number of Servable Addresses will for deemed to be the reconciled number of Servable Addresses for the month in which the requirement is measured. By way of example, the Total Downtime requirement is not met in a given month if, during the immediately preceding twelve (12) month period, the Total Downtime was 400 hours and the reconciled number of Servable Addresses in such month is 38,000.
- 1.4. **Go-Back Drop Conduit and Non-Standard Drop Conduit**. The City will complete the installation of each Go-Back Drop Conduits within six (6) days of Google Fiber's written notification requesting such Go-Back Drop Conduit and identifying the Constructible Address for such installation. The City will complete the installation of each Non-Standard Drop Conduit within six (6) days of the Parties' written confirmation agreeing on the estimate to be paid by Google Fiber for such Non-Standard Drop Conduit.



1.5. <u>Service Level Default</u>. A "Service Level Default" occurs when one or more of the following occurs:

1.5.1 The Blockage MTTR and/or the Conduit Cut MTTR is not met during a given calendar month;

1.5.2 The Total Downtime exceeds the number of hours calculated in accordance with Section 1.3 above based on the ratio of one (1) hour for every 100 Servable Addresses;

1.5.3 The City does not complete the installation of a Go-Back Drop Conduit or Non-Standard Drop Conduit within the timeframes set out in Section 1.4 above.

- 1.4 <u>Service Credit</u>. In any month during which there is a Service Level Default, the City will provide a credit to Google Fiber against Google Fiber's License Payment amount for such month ("Service Credit").
- 1.6. <u>Service Credit Calculation</u>. The Service Credit for each month during which there is a Service Level Default will be calculated as follows:

1.6.1 One percent (1%) of the License Payment amount for each Business Day by which the actual MTTR exceeds the Blockage MTTR and the Conduit Cut MTTR. For purposes of calculating the Service Credit, Service Level Defaults for Block MTTR and Conduit Cut MTTR will be aggregated. By way of example, if during a given month, there is a Service Level Default because the actual MTTR for repairing blockages is 5 Business Days, and the actual MTTR for repairing Damage other than blockages is 6 Business Days, the total Service Credits due will be 6% of the License Payment amount.

1.6.2 One percent (1%) of the License Payment amount for each hour by which the Total Downtime exceeds the number of hours calculated based on the Total Downtime Ratio.

1.6.3 For each Go-Back Drop Conduit and each Non-Standard Drop Conduit whose installation is not completed within the timeframe set out in Section 1.4, a Service Credit equal to one hundred dollars (\$100) for each day of the Service Level Default, up to a maximum of two hundred dollars (\$200) for each Service Level Default for a Go-Back Drop Conduit or Non-Standard Drop Conduit installation.

1.6.4 Google Fiber's Costs of repairing Damage, if Google Fiber elects to perform such repairs under Section 6.3 of the Agreement, to: (a) any Local Access Conduit that in which the Google Fiber Network has been installed if the City has not repaired such Local Access Conduit within twelve (12) hours of notification by Google Fiber; (b) any Drop Conduit in which the Google Fiber Network has been installed if the City has not repaired such Drop Conduit within twenty-four (24) hours of notification by Google Fiber; (c) any Local Access Conduit that in which the Google Fiber Network has not been installed if the City has not repaired such Local Access Conduit within three (3) Business Days of notification by Google Fiber; and (d) any Drop Conduit in which the Google Fiber Network has not been installed if the City has not repaired such Drop Conduit within five (5) Business Days of notification by Google Fiber.

2. SERVICE CREDIT CAP



Notwithstanding anything in this <u>Exhibit H</u> to the contrary, in no event will the total amount of Service Credits in any given calendar month be greater than thirty percent (30%) of the License Payment amount for that month.

3. EXCLUSIONS

- 3.1. **Exclusion for Planned Maintenance**. Scheduled Maintenance Periods (as that term is defined in Exhibit F) will be excluded from the calculation of Service Level Defaults other than a Service Level Default for failure to meet the objective under Section 1.5.3 above, but only to the agreed upon duration of the Scheduled Maintenance Period.
- 3.2. **Exclusion for Emergency Relocation**. The period of time during emergency relocations under Section 7.1 of the Agreement will be excluded from the calculation of Service Level Defaults other than a Service Level Default for failure to meet the objective under Section 1.5.3 above, but only to the extent that such emergency was due to a Force Majeure Event.

