

**Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Monday, April 8, 2019
6:30 p.m.**

I. Pledge of Allegiance

II. Public Comment

III. Minutes

March 4, 2019 - Regular Meeting Minutes
March 20, 2019 – Special Called Meeting Minutes

IV. Reports

- A. Authority Members
- B. General Manager

V. Agreement with Planterra Ridge

VI. Verizon Connect Contract

VII. Employee Handbook and Employee Pay Ranges

VIII. Executive Session – Real Estate, Personnel, Potential Litigation

IX. Adjourn

**** Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South ****

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.

A quorum of City Council will be in attendance.

Peachtree City Water and Sewerage Authority

March 4, 2019

The Peachtree City Water and Sewerage Authority held its monthly meeting on Monday, March 4, 2019, in the conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Board Member Kevin Madden, Ms. Melissa Griffis (attorney with Rosenzweig, Jones, Horne & Griffis), Mr. Dan Davis (ISE), Mr. Cary Dial (ISE), Ms. Leslie Baer (ISE), Mr. Jon Rorie (City Manager - Peachtree City), Mr. Bob Grove, Mr. John Dufresne, and Ms. Corinne Kehayes.

Ms. Fleisch called the meeting to order at 6:30 pm, and began with the Pledge of Allegiance.

Ms. Fleisch opened the meeting up for public comment. There were no public comments.

Ms. Fleisch asked for a motion to approve the February 4, 2019 regular meeting minutes. Mr. King made the motion, seconded by Mr. Madden. Motion carried.

Ms. Fleisch asked for a motion to approve the February 15, 2019 special called meeting minutes. Mr. King made the motion, seconded by Mr. Madden. Mr. Prebor abstained. Motion carried.

Ms. Griffis stated the Report by Compensation Resources is not ready to present; and recommended the agenda item be moved to the April 8, 2019 meeting agenda. Mr. King made a motion to move the item to the April 8, 2019 meeting agenda, seconded by Mr. Ernst. Motion carried.

Mr. Jon Rorie presented a Request from the City of Peachtree to acquire an easement for a new multiuse golf cart path near WASA lift station 13. Since at least 2010, the Master Path Plan has identified a path connection from Sweetgum Road to the Police Department via the sewer easement that runs from Sweetgum over to the WASA lift station. In March 2017 while going through the SPLOST projects, Mr. Rorie approached the WASA Board about the possibility of obtaining an easement through WASA property as depicted in Attachment 1; bringing the path from Sweetgum through the sewer easement, up by the lift station, up the access road, and ultimately to the Police Department (this project is listed as a SPLOST project). In December 2017, Susan Lee (former WASA Interim Manager) proposed an alternate route as depicted in Attachment 2 whereby the path goes around the back side of the lift station, around the property and ultimately back into the access driveway on the front of the property. The idea of the proposed route was to fence around the lift station and avoid the comingling of traffic in and around the lift station. However, due to other SPLOST project priorities we were unable to move forward with the project at that time; and we tabled the project in December 2017. After looking at the proposed route and attempting to limit the impact to the property itself and avoid traffic in and around the lift station, we looked at two alternate routes as depicted in Attachment 3. The 1,730 LF route on the high side has the same Sweetgum access, goes around the WASA property, across other private property and feeds into Guthrie Way; this would require private access, and have greenbelt and wetland impacts. The second alternate route comes off Briarwood through another sewer easement, across City property in the greenbelt, and then connects to the access road; this is a 690 LF path (on WASA property; not what is on City property).

Mr. Rorie stated he is asking to acquire an easement, build the path, and purchase the easement based on the square footage impact it has on the land, as outlined:

- 690 LF or 6,670 SF
- Easement Offer $1.27/\text{Ft}^2 + 10\%$ or $\$1.40/\text{Ft}^2$
- $6,670 * \$1.40 = \$9,338$
- 700 LF Fencing = $\$7\text{k}$ to $\$9\text{k}$
- Survey and Recording Costs

The cost is roughly $\$9,338$ for the linear feet, plus fencing, surveying, and recording costs. Basically bringing the path from Briarwood, purchasing the access easement on WASA property, and then fencing it so that the path/cart traffic cannot come in on the property or get anywhere near the lift station and it lessens the impact on the property. Mr. Rorie stated he is asking to purchase an access easement, build the fence, and maintain the access drive going forward, including fixing the gate.

Mr. Madden asked how much traffic is on the access road. Mr. Rorie stated he does not have a traffic count, but maybe once or twice a day at most. Ms. Fleisch stated that in creating the path you've created an attractive nuisance for people. Mr. Rorie stated this is a critical part of the network as the City goes forward for the next 50 years in terms of making sure we have inner connections between the entire City; this is just one beginning piece of a greater master plan. Mr. Rorie stated as soon as he could get the crew finished with another project. Ms. Fleisch asked regarding timing of the project. Mr. Rorie stated the proposed route is the shortest distance and it has the least amount of impact on the property as a whole. Mr. Rorie determined the cost from a 2016 appraisal provided by Susan Lee, adjusted by 10% because it's dated by two to three years. Mr. Rorie stated like most of our path projects, we would rather lay it out, build it, then survey and recording cost of the easement as opposed to what we projected being built.

Mr. Rorie stated they reconfigured the entry and exit for the Police Department, on the south side of the building so that now is two lanes and they go in and out one way with gated access and they do not have to use the access road side. Mr. Madden asked if the Police Department is agreeable to the proposed route. Mr. Rorie stated it would be no problem as far as the Police Department is concerned. Mr. Prebor confirmed that the appraisal is from 2016. Mr. King stated we have an opportunity to have WASA work with the City for something that is beneficial to both. Ms. Griffis stated since some of the documents Mr. Rorie provided tonight were not previously provided, it would be proper for the Board to wait until the April meeting to take action on this. This will allow the public opportunity to make any comment. Mr. Rorie stated the information presented included the addition of specific square footage and linear footage amounts that we did not have before. Mr. King asked if this would delay or cause problems with Mr. Rorie's department. Mr. Rorie responded no. Mr. Ernst made a motion to add this request to the April 8, 2019 meeting agenda, seconded by Mr. King. Motion carried.

Ms. Griffis discussed the Resolution on Service Contracts. Ms. Griffis stated as previously discussed, we have prepared a resolution to add a 20% surcharge to all service contracts in an effort to control uncontrollable market forces and mitigate costs for rate payers thereby supplementing revenues. This resulted from when ISE first took over as general manager, and the Board tasked ISE and Ms. Griffis to review various contracts in place and numerous contracts were found that were not keeping up with the financial times. This resolution was prepared in an effort to address that issue. Mr. Prebor confirmed that WASA will charge cost plus 20% when doing work outside the city limits or for someone who is not a rate payer. Mr. Prebor made a motion to approve Resolution #2019-001, seconded by Mr. Madden. Motion carried.

Mr. Dan Davis introduced Mr. Dial to discuss the Reve Solutions Contract. Mr. Dial stated the contract with Reve Solutions is to manage septage haulers. Mr. Dial stated Reve has come to us regarding making changes to their contract which could be beneficial to both parties. Mr. Dial requested permission to move forward with conversations with Reve regarding a possible contract amendment, and then come back to the Board at the April 8, 2019 meeting with specific data.

Ms. Griffis discussed a proposed Amendment to the Bylaws of WASA. Under Article V Depositories regarding the Execution of Notes, Drafts and Checks, the way the Bylaws were previously written, the bank does not have checking account procedures that fall in line with the prior Bylaws. This Amendment gets the Bylaws in line with what the banks are doing now. The last Bylaw Amendment was in 2004. Mr. Ernst made a motion to approve the proposed Amendment to Bylaws, seconded by Mr. King. Motion carried.

Mr. Dan Davis presented the proposed revised Organizational Chart. The chart presented is a detailed version of the abbreviated chart presented in the previous Board meeting. The number of positions has decreased from the original 32 budgeted. Positions in red are currently handled by ISE's contract or positions to be filled. This reorganization has a couple of objectives: 1) eliminating the "us and they" mentality (separation between departments: collection and treatment) – both groups are now under the Deputy General Manager creating a greater sense of team; and 2) redundancy between positions (General Manager / Deputy General Manager, Controller / Deputy General Manager). Items to note include: 1) added a HR/Admin Assistant position; and 2) tasks to be outsourced identified (safety, IT and engineering). Specifically, the safety program would be outsourced to an experienced safety professional in a part time role, providing random project site visits and monthly/annual training.

Mr. Dan Davis presented the Realignment of Duties discussing the Amended Job Descriptions. We have reconfigured job duties somewhat. We're trying to take advantage of strengths that exist within the staff and also reassigned some of the weaknesses that exist. Currently maintenance is performed in each department; we want to align maintenance under one roof. We've aligned office and facilities tasks under the office coordinator. The outsourced tasks are outlined as well. Between the Deputy General Manager, Controller, General Manager, and HR person we're trying to create a good "checks and balances" between those four functions, as well as redundancy (reinforce positions when someone needs to be out of the office). Mr. Dan Davis stated the HR and Finance role were previously handled by one person; and that's an unusual person who has both of those skill sets. We're proposing the addition of an HR/Admin Assistant in a part time role. The Controller position would be purely a finance position. This realignment of duties will allow for a reduction in overall staff size. Mr. Ernst asked how these changes will affect the budget; what is the bottom line savings. Mr. Dan Davis stated he will present that budget figure at the next Board meeting. Mr. Prebor asked about the current safety program. Mr. Dan Davis stated WASA has had a safety program in the past but it has not been consistent. Mr. Prebor stated the importance of a consistent safety program. Mr. Dan Davis stated the proposed program would be wide-ranging from being around the digesters at the treatment plant, to going down into a manhole, or office computer work. A good safety program is deliberate about reaching everyone, has a defined syllabus, is consistently communicated, and is fun. Mr. Madden stated the importance of the safety program and that it should be done by professionals.

Mr. Madden stated a concern with finding a qualified candidate that wants a part-time position for the HR/Admin Assistant role. Mr. Madden stated he thinks we could attempt to fill this position with a part timer, but we need someone who can accomplish the position responsibilities and do it right. In the

past, we've had problems in this role, so we need to be prepared to change it to a full-time position if needed to handle these essential duties. Mr. Madden made a motion to accept the Organizational Chart, seconded by Mr. King. Motion carried. Mr. Madden made a motion to accept the Amended Job Descriptions, seconded by Mr. King. Motion carried.

Ms. Fleisch asked for a motion to adjourn into Executive Session for the purposes of Real Estate, Potential Litigation and Personnel. The motion was made by Mr. King and seconded by Mr. Madden. Motion carried. The meeting was adjourned into Executive Session at 7:07 pm.

The meeting was reconvened at 8:34 pm.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. Madden and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 8:34 pm.

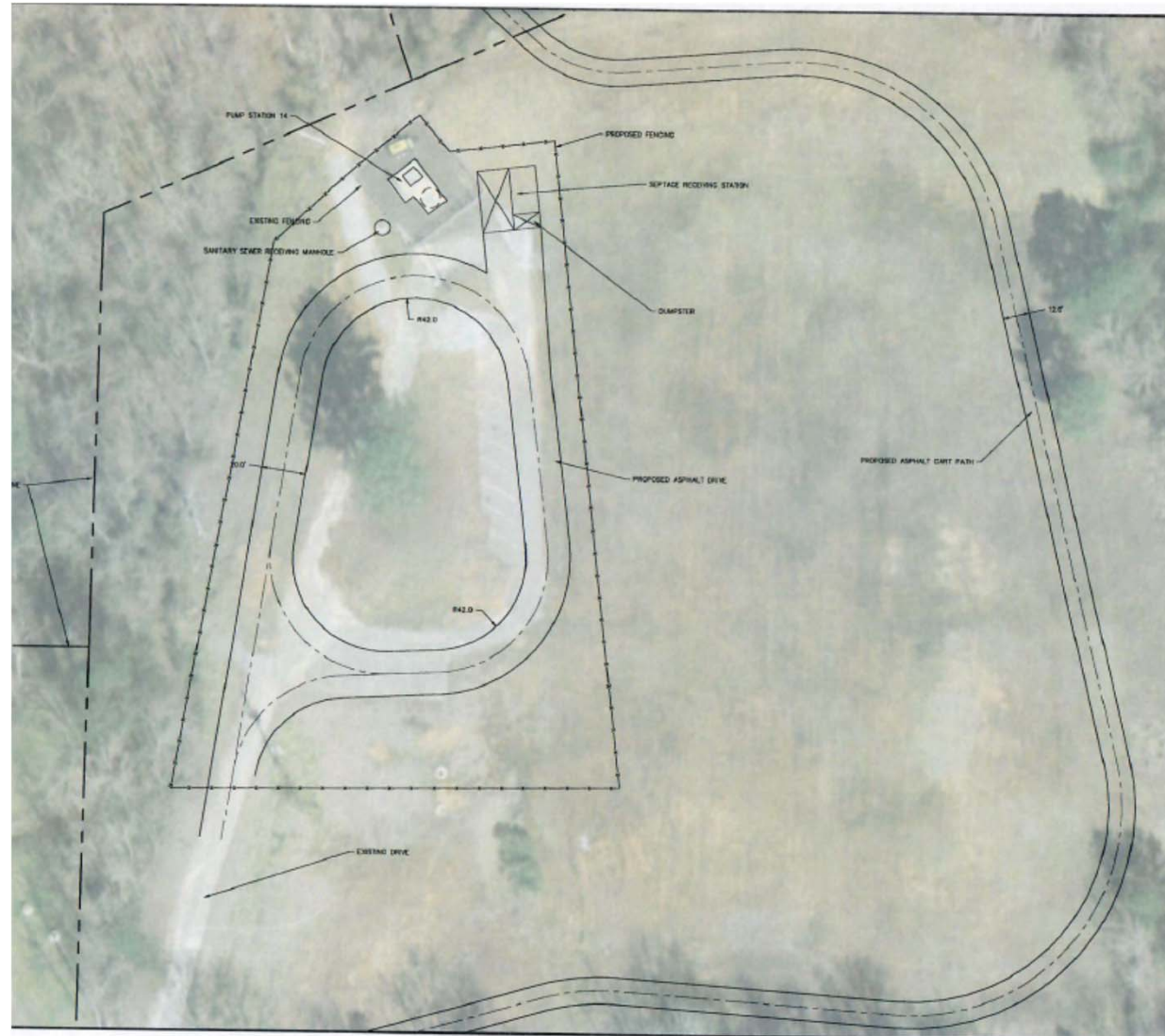
Chairman - Vanessa Fleisch

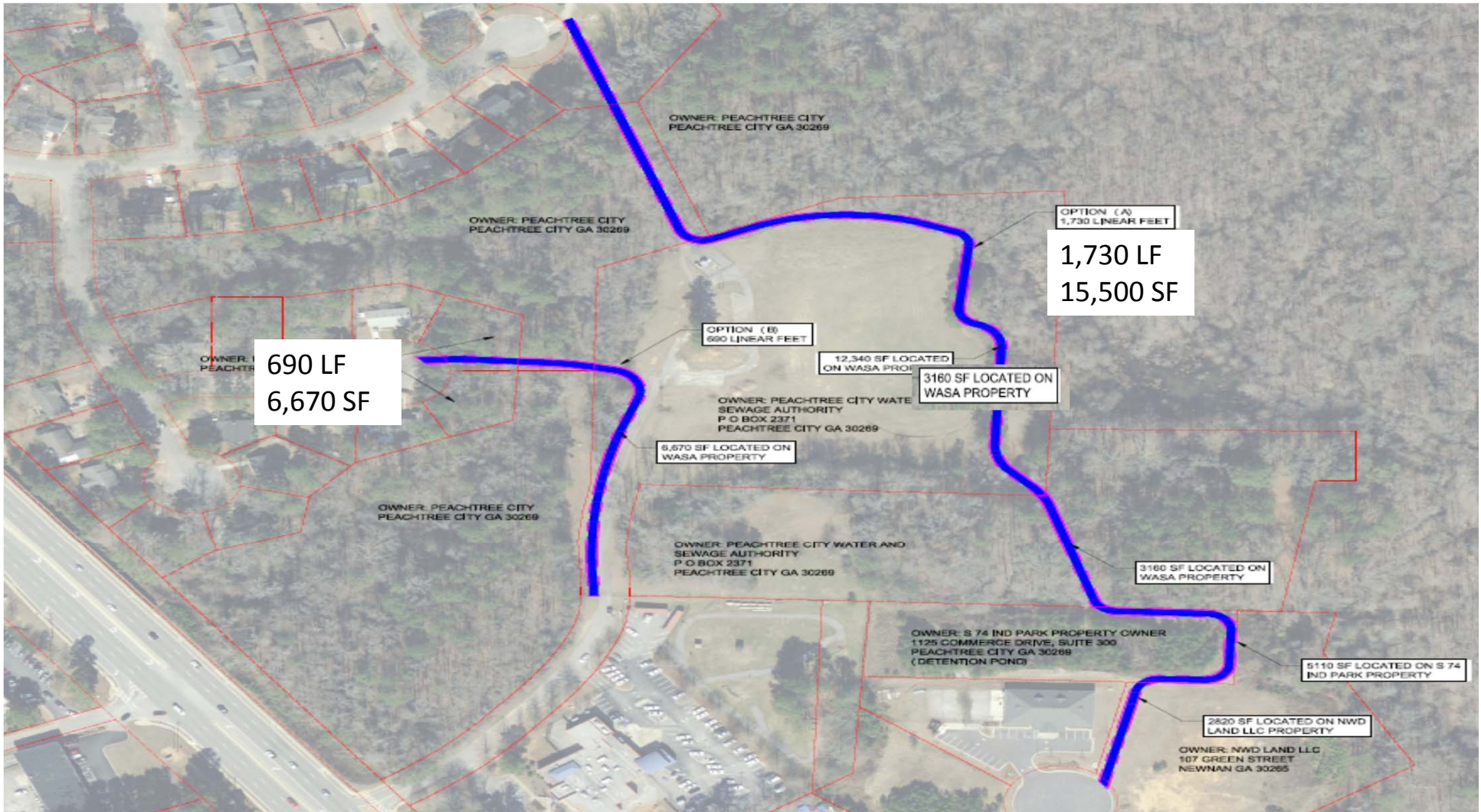
Treasurer/Secretary - Terry Ernst

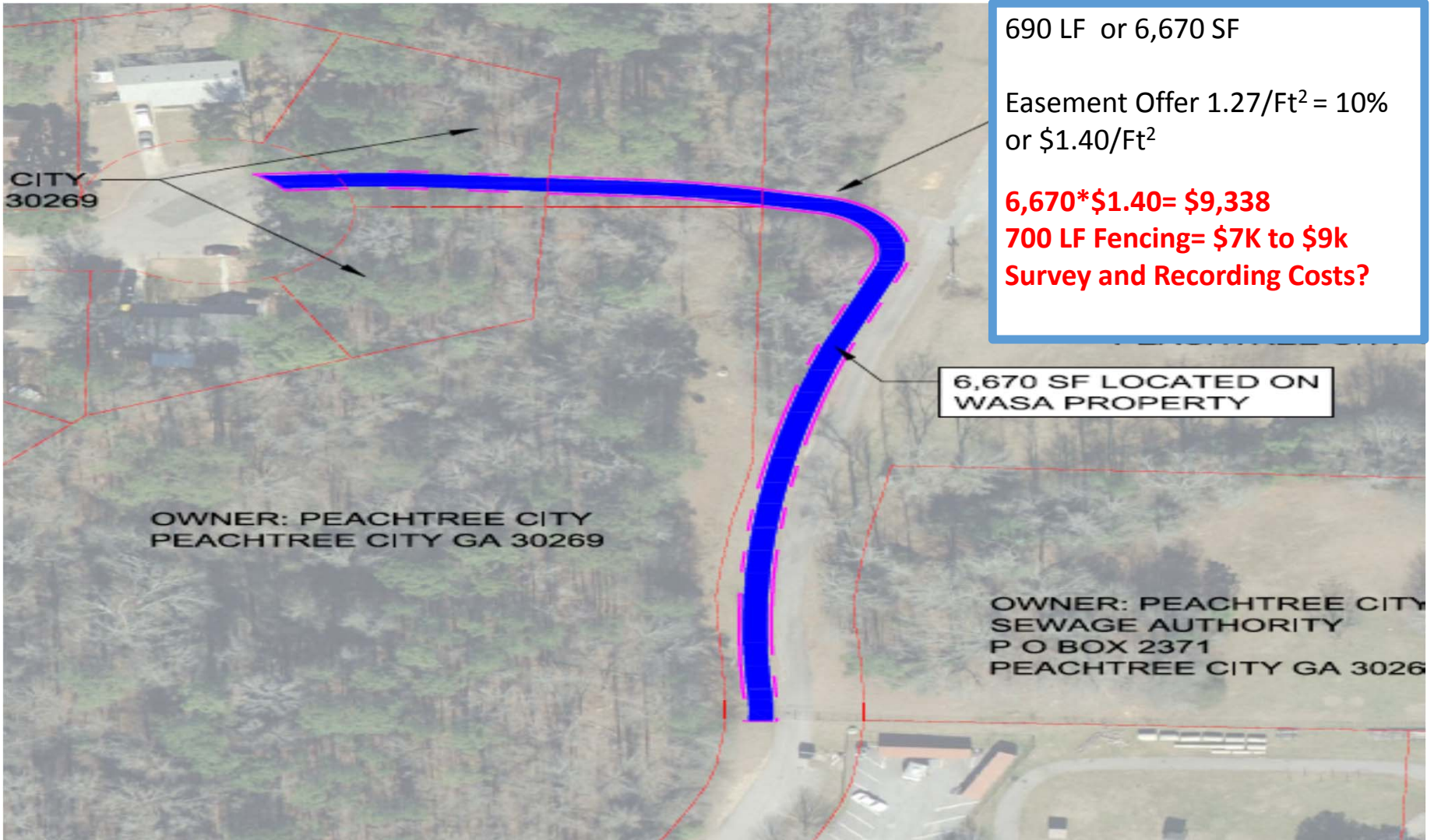
SPLOST Project



12/2017 WASA Proposal







Peachtree City Water and Sewerage Authority

March 20, 2019

SPECIAL CALLED MEETING

The Peachtree City Water and Sewerage Authority held a special called meeting on Wednesday, March 20, 2019, in the conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Board Member Kevin Madden, Ms. Melissa Griffis (attorney with Rosenzweig, Jones, Horne & Griffis), Mr. Dan Davis (ISE), Mr. Bo Davis (ISE), and Ms. Leslie Baer (ISE).

Ms. Fleisch called the meeting to order at 9:00 am, and began with the Pledge of Allegiance.

Ms. Griffis presented the proposed Resolution to Authorize Investment – Georgia Fund 1. Ms. Griffis stated the form resolution should be executed by the Board if they desired because as of March 31, 2019 the previous provider (Morgan Stanley) will no longer be holding funds that are WASA's size, and WASA funds must be moved. Mr. Bo Davis explained that WASA funds will move from Morgan Stanley into a local government investment pool called Georgia Fund 1 hosted by the Office of State Treasurer. Mr. Bo Davis stated this is where local municipalities and governments pool funds for investments. Mr. Bo Davis stated Synovus is shown on the form because funds will be drawn to the Synovus account when the Authority needs cash. Mr. Bo Davis explained the four operating accounts with Synovus: 1) a sinking fund for debt allocation; 2) an escrow account for the sinking fund; 3) a renewal and extension fund; and 4) a main operating fund. Mr. Bo Davis stated the funds currently at Morgan Stanley are approximately 90/10 in long-term versus cash investment; performance has been marginal. Mr. Dan Davis stated the investments earn marginal returns because they are very conservative and restricted as to the type of investment. Mr. Prebor stated he would like a bond review sometime in the future. Mr. Bo Davis stated he will bring a debt schedule to the next Board meeting. Mr. Dan Davis stated the City is currently getting a higher return than WASA. Mr. Dan Davis stated WASA will be moving to a system that other local governments are using where they are seeing better returns; but there is no guarantee of a specific return amount. Mr. Bo Davis stated the same diversification strategy will be used with the new account.

Mr. King made a motion to approve the Georgia Fund 1 Resolution to Authorize Investment. The motion was seconded by Mr. Ernst. Motion carried.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. Ernst and seconded by Mr. King. Motion carried. The meeting was adjourned at 9:10 am.

Chairman - Vanessa Fleisch

Treasurer/Secretary - Terry Ernst

AGREEMENT TO EXTEND TERM
OF URBAN REUSE WATER USE AGREEMENT

THIS AGREEMENT TO EXTEND TERM OF URBAN REUSE WATER USE AGREEMENT (this "Agreement") is entered into this ____ day of _____, 2019 by and between SEQUOIA GOLF PLANTERRA RIDGE, LLC, a Georgia limited liability company ("USER"), and the Peachtree City Water and Sewerage Authority ("PCWASA") (USER and PCWASA each being a "Party" and collectively being referred to herein as the "Parties"). All capitalized terms used in this Agreement and not defined herein shall have the meanings ascribed to them in the Urban Reuse Water Use Agreement (as hereinafter defined).

WHEREAS, USER's predecessor in interest, Sequoia Golf Holdings, LLC ("SEQUOIA") and PCWASA entered into that certain Urban Reuse Water Use Agreement dated April 20, 2005 (the "Water Use Agreement") for the provision of Urban Reuse Water by PCWASA to SEQUOIA for irrigation of SEQUOIA's golf course located at Planterra Ridge Golf Club in Peachtree City, Georgia; and

WHEREAS, by letter to USER dated October 2, 2018, PCWASA informed USER of its intent to terminate the Water Use Agreement, with such termination to be effective pursuant to the terms of the Water Use Agreement on April 19, 2019; and

WHEREAS, USER and PCWASA desire to extend the termination date of the Water Use Agreement from the present termination date of April 19, 2019 until 11:59 p.m. on October 31, 2019, as specified herein and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Amendment to Section 6 (Terms of Agreement)

1. Effective April 20, 2019, Section 6 of the Water Reuse Agreement (Terms of the Agreement) shall be amended by deleting Section 6, including 6.1, 6.2 and 6.3 in their entirety and inserting the following: Subject to the terms of this Agreement, the PCWASA shall deliver and the USER shall accept and use Urban Reuse Water by the PCWASA's wastewater treatment facility. USER and PCWASA hereby mutually agree to extend the termination date of the Water Use Agreement through and including October 31, 2019, except as otherwise modified by this Agreement.

2. Amendment to Section 5 (Charges). Effective April 20, 2019, Section 5 of the Water Reuse Agreement ("Charges") shall be amended such that the following sentence shall replace the previous paragraph of said section:

It is agreed by the parties that for furnishing of the Urban Reuse Water during the time period from May 1, 2019 through and including October 31, 2019, PCWASA shall charge USER a total of Fifty-Two Cents (\$0.52) per 1,000

gallons of Urban Reuse Water (the “Charges”), to be billed monthly in arrears for each month from May through October 2019.

3. Responsibility for Repairs to Water Distribution System. In addition to the Charges, for the period beginning April 20, 2019 through and including October 31, 2019, USER agrees to bear the actual cost of any repairs plus Twenty Percent (20%) to the Urban Reuse Water distribution system, from the Line Creek Pump Stations to the Delivery Point, which are required in order for PCWASA to deliver Urban Reuse Water under the terms of the Water Use Agreement. Please see attached Exhibit “A” which defines the Line Creek Pump Stations to the Delivery Point. Notwithstanding the foregoing, upon becoming aware of any such necessary repairs, PCWASA shall notify USER of such required repairs, along with the corresponding costs. Upon such notification by PCWASA, USER may within forty-eight (48) hours at its option notify PCWASA that it will incur such expense and authorize such repairs to be made, or alternatively, may by notice to PCWASA terminate the Water Use Agreement, as amended herein. Upon becoming aware of necessary repairs, the parties understand the Urban Reuse Water will not be delivered to the USER until such time as the repair cost has been authorized by the USER, and consequently PCWASA has made the repairs. In the event of such termination, USER shall not be entitled to any refund of monies paid to PCWASA under Section 5 (“Charges”), as amended in numbered paragraph 2 above in this Agreement, and shall only be obligated to pay any subsequent monthly Charges for thirty (30) days from the date of written termination by USER.

PCWASA affirms that while it anticipates repairs as described above (including, by way of example but not by way of limitation, repairs and or replacements of portions of pipeline and/or water pumps) may be necessary for the time period from April 20, 2019 through and including October 31, 2019, it is not presently aware of any such necessary repairs that exist as of the date of this Agreement.

4. Ratification. As amended and modified herein, the Parties hereby affirm that the Water Use Agreement, remains in full force and effect according to its terms.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective successors, successors-in-title, legal representatives and permitted assigns.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile or electronic PDF transmission of signatures of this Agreement shall be deemed to be original signatures.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

[Signatures on Next Page]

USER:

SEQUOIA GOLF
PLANTERRA RIDGE, LLC

By: _____

Name: _____

Title: _____

PCWASA:

PEACHTREE CITY WATER AND
SEWERAGE AUTHORITY

By: _____

Name: _____

Title: _____



Verizon Connect NWF GSA # GS-07F-5559R

Hardware & Service Order

Please review your contract agreement below.
For questions, please inquire with your sales contact.

Joshua Shockley

joshua.shockley@verizonconnect.com

CONTRACT INFORMATION	
Date	03/27/2019
Purchase Type	Purchase
Contract Type	GSA GS07F5559R
PO #	

ORDER INFORMATION	
Order Type	New Business
Customer Number	
Account Sub Type	PUBLIC SECTOR

COMPANY INFORMATION	
Company Name	Peach Tree City WSA
Doing Business As	
Address	1127 HIGHWAY 74 S
City	PEACHTREE CITY
State	GA
Zip	30269-3019
Time Zone	

CONTACT INFORMATION				
Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager Main User				
Role	First Name	Last Name	Phone	Email
Accounts Payable	Philip	Abbott		pabbott@cpak.com
Fleet Manager Main User	Philip	Abbott		pabbott@cpak.com
Shipping	Philip	Abbott		pabbott@cpak.com
Signatory	Philip	Abbott		pabbott@cpak.com

PRODUCTS & SERVICES									
SEQ	ITEM	SKU	CATEGORY	QTY	DEVICE CONTRACT TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-GPS AND DIAGNOSTICS	SOL-GPS AND DIAGNOSTICS-VERIZON	SOLUTION	23	12 Months	0.00	30.23	0.00	435.85
1.1	GPS AND DIAGNOSTICS LTE	5500N4VL	HARDWARE	23	N/A	0.00	0.00	0.00	0.00
1.2	MONTHLY SERVICE 5500	MOH5500120	SERVICE	23	12 Months	0.00	0.00	18.95	435.85
1.3	USM OBDII BYPASS HARNESS	PARTS109	HARNESS	1	N/A	30.23	30.23	0.00	0.00
1.4	CONFIGURABLE UPDATE RATE 60 5500	CUH5500060	ACCESSORY	23	12 Months	0.00	0.00	0.00	0.00
* Sales Tax and Shipping are additional to this subtotal									
* ONE TIME CHARGE:				\$ 30.23		* MONTHLY RECURRING CHARGES:		\$ 435.85	

COMMENTS

SHIPPING INFORMATION			
LOCATION 1		LOCATION 2	LOCATION 3
Company	Peachtree City Water and Sewer		
Contact	Philip Abbott		
E-Mail	pabbott@cpak.com		
Phone	7064161616		
Street Address	1127 GA-74		
City	Peachtree City		
State	GA		
ZIP Code	30269		
Country	USA	USA	USA
Shipping Method	Ground	Ground	Ground
Items to Ship			

TAX INFORMATION	
Tax Exempt	X

If Tax Exempt, provide State Tax Exempt form to: nwftaxexempt@verizonconnect.com
Otherwise, please enter your Tax ID below

Tax ID ****

Credit Terms Requested X

TERMS AND CONDITIONS

This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN)(formerly Networkfleet) GSA Contract# GS-07F-5559R only. The PO# if listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by Peach Tree City WSA are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at nwfaccountsreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN's written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Peach Tree City WSA has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Peach Tree City WSA has authority to do so, and that Peach Tree City WSA agrees to all of the terms and conditions of VCN's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN's GSA Contract# GS-07F-5559R.

Notes:

1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.

2. Taxes and Shipping:

- a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice.
b. Shipping: FOB Destination. Shipping is included in the price above.

3. If applicable: "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.

4. Discount for Networkfleet 5200 and 5500 series products only: New and existing Government customers purchasing either the Networkfleet 5200 or 5500 Series Devices, from 1/2/2019 to 3/31/2019, will receive a device discount of \$80.00 for each new 5200 or 5500 Series Device with a new line of Networkfleet Service and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on the earlier of (1) installation in a vehicle or (2) 5/20/2019. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device, but in no event later than 5/20/2019. NOTE: Any executed order, received later than 3/31/2019, will be null and void and ineligible to receive the discount described above

CUSTOMER SIGNATURE

X I have read and agree to the terms and conditions.

Print Name

Signature

Position

Date



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service
Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2019**



**Verizon Connect NWF Inc.
(formerly Networkfleet, Inc.)
9868 Scranton Rd
Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
www.verizonconnect.com**

General Services Administration
Supplement #**PO-0071**, dated **9-25-2018**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

- 1a. **Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).**

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

- 1b. **Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.**

Please see pricing table for pricing information.

- 1c. **If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.**

Not Applicable

2. **MAXIMUM ORDER:**

\$200,000.00

3. **MINIMUM ORDER:**

\$100.00

4. **GEOGRAPHIC COVERAGE (DELIVERY AREA):**

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

5. **Point(s) of production (city, county, and State or foreign country).**

Verizon Connect NWF Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

6. **Discount from list prices or statement of net price.**

GSA Net pricing shown in pricing tables provided.

7. **QUANTITY DISCOUNTS.**

GSA Net pricing shown in pricing tables provided.

8. **PROMPT PAYMENT TERMS:**

0%, Net 30 Days

- 9a. Government purchase cards **are accepted** at or below the micro-purchase threshold.

- 9b. Government purchase cards **are accepted** above the micro-purchase threshold.

10. **FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):**

Please see Country of Origin information in attached pricing table.

- 11a. **TIME OF DELIVERY:**

Thirty Days ARO
Title Transfer occurs at the time of shipment

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

11b. EXPEDITED DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Verizon Connect NWF for expedited delivery information.

12. F.O.B. POINT(S):

F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the cost of devices.

13a. ORDERING ADDRESS:

Verizon Connect NWF, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Verizon Connect NWF, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

15a. The following is Verizon Connect NWF's commercial limited warranty which applies to goods and services purchased off Verizon Connect NWF's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Verizon Connect NWF under this GSA Schedule Contract.

LIMITED WARRANTY. (i) DEVICES: Verizon Connect NWF warrants to Customer that Devices (other than an Asset Tracker device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device. **(ii) ASSET TRACKER DEVICES.** Verizon Connect NWF warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device. **(iii) ACCESSORIES.** Verizon Connect NWF warrants to Customer that all accessories (other than harnesses) which are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. **(iv) INSTALLATION SERVICES.** Verizon Connect NWF warrants to Customer that installation services provided by Verizon Connect NWF or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. In the event the Customer purchases an extended

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installation warranty ("Limited Lifetime"), Verizon Connect NWF warrants to Customer that such installation services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the Device pursuant to this Agreement **(v) WARRANTY CLAIMS.** Warranty claims must be made by notifying Verizon Connect NWF in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF's then-current applicable warranty policy located at https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf, as it may be updated from time to time. Subject to Exclusions (below) and the provisions of Verizon Connect NWF's then-current applicable warranty policy, Verizon Connect NWF will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device: **(f) THE REMEDIES IN THIS SECTION ARE VERIZON CONNECT NWF'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.**

15b. EXCLUSIONS.

The Limited Warranty and Support Services provided by Verizon Connect NWF do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Verizon Connect NWF or its authorized subcontractors ("Self-Installation"), failure to properly install the Devices as described in the Verizon Connect NWF installation guides; (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation) (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or failure to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of any Support Services provided by Verizon Connect NWF caused by any of the foregoing.

15c. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, VERIZON CONNECT NWF MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE VERIZON CONNECT NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON CONNECT NWF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON CONNECT NWF DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

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If Verizon Connect NWF accepts an order for Device installation services, Verizon Connect NWF or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Verizon Connect NWF Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Verizon Connect NWF will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Connect NWF has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Verizon Connect NWF's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

1) **VERIZON CONNECT NWF LICENSE.** (a) During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, Verizon Connect NWF grants to Customer a non exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Connect NWF in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of the Verizon Connect NWF Services by the Customer is prohibited without prior written consent. (b) Verizon Connect NWF Data Services, if applicable, are subject to the then current "Verizon Connect NWF Data Services Use Policy and Procedure" which is located at https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf and may be updated from time to time.

2) **CUSTOMER OBLIGATIONS.** (a) Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, and Privacy Policy which are available on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.

3) **VERIZON CONNECT NWF IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON CONNECT NWF CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT NWF SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH VERIZON CONNECT NWF'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND**

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TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON CONNECT NWF DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Verizon Connect NWF nor the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Verizon Connect NWF's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Verizon Connect NWF under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

4) CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

5) PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Verizon Connect NWF, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Verizon Connect NWF Website or Verizon Connect NWF Services, or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Connect NWF, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) remove or alter any proprietary notices in the Verizon Connect NWF Services; (d) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect NWF Services in

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any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (f) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders.

6) MODIFICATIONS; WEBSITE MAINTENANCE. Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided that Verizon Connect NWF shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.

7) SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Verizon Connect NWF and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Verizon Connect NWF Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at: [No longer applicable](#)

8) TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Verizon Connect NWF Services and will require such coordinator(s) to participate in the Device and Verizon Connect NWF Services training provided from time to time by Verizon Connect NWF. (b) During the time Customer is entitled to receive Verizon Connect NWF Services, and subject to Exclusions, Verizon Connect NWF or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Verizon Connect NWF Services during Verizon Connect NWF's regular working hours. Customer may call Verizon Connect NWF or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@verizonconnect.com for support services.

9) DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Verizon Connect NWF Services and the Verizon Connect NWF Website ("Business Data") and that Customer approves and grants to Verizon Connect NWF, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Verizon Connect NWF Services. Customer further grants to Verizon Connect NWF and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Verizon Connect NWF Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

10) DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Verizon Connect NWF.

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"Agreement Term" means the term of this Agreement.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Verizon Connect NWF products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Verizon Connect NWF Website which are designated by Verizon Connect NWF for use by Customer.

"Device Contract Term" means the minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.

"Devices" means the Verizon Connect NWF wireless device or devices identified on an Accepted Order Form.

"Fees" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Verizon Connect NWF Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"Order Form" means an order form provided by Verizon Connect NWF to Customer, pursuant to which Customer orders Devices, and/or Verizon Connect NWF Services.

"Verizon Connect NWF Services" means the services offered hereunder by Verizon Connect NWF, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Verizon Connect NWF Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Verizon Connect NWF, ("Verizon Connect NWF Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Verizon Connect NWF as set forth on a Professional Services Addendum attached hereto.

"Verizon Connect NWF Website" means the Verizon Connect NWF website currently located at www.networkfleet.com.

"Service Partners" means the companies that Verizon Connect NWF works with, from time to time, to provide the Verizon Connect NWF Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY VERIZON CONNECT NWF).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

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- 24a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).**
Not Applicable
- 24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor s website or other location.) The EIT standards can be found at:**
www.Section508.gov/.
Not Applicable
25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.**
85-842-6260
26. **Notification regarding registration in the System for Award Management (SAM) database.**
CAGE CODE # 3F8C9

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GSA PRICE LIST

Verizon Connect NWF Inc. (formerly Networkfleet, Inc.) - GS07F5559R, GSA PRICELIST
Pricelist effective as of 2/1/2017 (modified 9/6/2018)

SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
HARDWARE						
426-4Q	Morey Corporation	5200N4VL	GPS ONLY LTE	\$ 80.00	EA	US
426-4Q	Morey Corporation	5200E4VL	GPS ONLY LTE EXTENDED	\$ 80.00	EA	US
426-4Q	Morey Corporation	5200N3AS	GPS ONLY-ATT	\$ 80.00	EA	US
426-4Q	Morey Corporation	5500N4VL	GPS AND DIAGNOSTICS LTE	\$ 80.00	EA	US
426-4Q	Morey Corporation	5500E4VL	GPS AND DIAGNOSTICS LTE EXTENDED	\$ 80.00	EA	US
426-4Q	Morey Corporation	5500N3AS	GPS AND DIAGNOSTICS-ATT	\$ 80.00	EA	US
426-4Q	Morey Corporation	1009N2VD	6100 Device (Expressfleet)	\$ 50.00	EA	US
426-4Q	CALAMP Corp	1000N2VD	Asset Guard BX	\$ 150.00	EA	US
426-4Q	CALAMP Corp	1003N3AS	ASSET GUARD BX-ATT	\$ 150.00	EA	US
426-4Q	CALAMP Corp	1002N2VD	Asset Guard PW	\$ 150.00	EA	US
SUBSCRIPTIONS SERVICES						
426-4Q	Verizon Connect NWF	MOH5200120	Monthly service fee for GPS only on the 5200 device	\$ 17.00	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH5500120	Monthly service fee for GPS and Diagnostics data for the 5500 device	\$ 18.95	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH6100120	6100 Monthly Service Fees	\$ 13.50	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AGBX120	MONTHLY SERVICE AG BX	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AGPW120	MONTHLY SERVICE AG PW	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CONNECTMS	Garmin CONNECT fee	\$ 2.95	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200060	60 Second Configurable Update Rate 5200 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500060	60 Second Configurable Update Rate 5500 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200045	45 Second Configurable Update Rate 5200 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500045	45 Second Configurable Update Rate 5500 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200030	30 Second Configurable Update Rate 5200 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500030	30 Second Configurable Update Rate 5500 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200015	15 Second Configurable Update Rate 5200 ¹	\$ 3.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200015 or CUH5500015	15 Second Configurable Update Rate 5500 ¹	\$ 3.00	EA / MTH	US
¹ Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration						
ACCESSORIES						
426-4Q	Morey Corporation	PARTS030	Reinstallation Kit	\$ 3.00	EA	US
426-4Q	Morey Corporation	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	EA	US
426-4Q	Onshore Technologies	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	EA	US
426-4Q	Onshore Technologies	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	EA	US
426-4Q	Onshore Technologies	PARTS054	Garmin FMI Modified Cable	\$ 55.00	EA	US
426-4Q	Coachella Valley Packagi	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	EA	US
426-4Q	Onshore Technologies	A-PEM001	PEM Port Expansion Module	\$ 140.00	EA	US
426-4Q	Onshore Technologies	PARTS060	Driver ID Reader	\$ 15.00	EA	US
426-4Q	Morey Corporation	PARTS061	Driver ID Key	\$ 3.50	EA	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS071	Bluetooth Extension	\$ -	EA	US
426-4Q	Onshore Technologies	PARTS087	Driver ID Reader Audible	\$ 15.00	EA	US
426-4Q	Onshore Technologies	PARTS090	Alt Power / Ground Adapter (5200/5500)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS095	ID Reader Adapter Install Kit	\$ 30.00	EA	US
426-4Q	OCP	PARTS099	USM - 6-pin Heavy Duty Harness for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS100	USM - 9-pin Heavy Duty Harness with Square Flange for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS101	USM - 9-pin Heavy Duty Harness with "D" Mount for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS102	USM - Universal Harness for 5000	\$ 9.57	EA	US
426-4Q	OCP	PARTS104	USM - Quick Install Harness	\$ 9.57	EA	US
426-4Q	OCP	PARTS106	USM - 5000 9-pin Heavy Duty Harness "D" Type 2	\$ 30.23	EA	US
426-4Q	OCP	PARTS107	USM - 5000 9-pin Heavy Duty Harness "Square" Type 2	\$ 30.23	EA	US

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SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
ACCESSORIES (CONT)						
426-4Q	OCP	PARTS108	USM - 6100 Power Harness	\$ 9.57	EA	US
426-4Q	Morey Corp	PARTS109	USM - OBD Harness Kit for 5000	\$ 30.23	EA	US
426-4Q	Morey Corp	PARTS110	USM - 16-pin Heavy Duty Harness (Volvo/Mack) with Adapter Kit	\$ 30.23	EA	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	EA	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	EA	US
INSTALLATION						
426-4Q	Verizon Connect NWF	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-SWAP-UNIT	Device Swap	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-FULL	Full Day Installation Training	\$ 300.00	EA	US

Verizon Connect Telo (VCT) Platform (added 9/7/2018)

SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
HARDWARE						
426-4Q	Verizon Connect	FHW10001-TAA	VCT Standard Equipment - Fleet	\$ 100.00	EA	Various
SUBSCRIPTIONS SERVICES						
426-4Q	Verizon Connect	FSS10001G	VCT Government Essential Subscription	\$ 18.95	EA / MTH	US
426-4Q	Verizon Connect	FSS10002G	VCT Government Enhanced Subscription	\$ 25.95	EA / MTH	US
426-4Q	Verizon Connect	F24314-01	API Add-On	\$ 1.95	EA / MTH	US
ACCESSORIES						
426-4Q	SFERECOMM	F37511-TAA	6 Pin JPOD Y Cable	\$ 30.23	EA	Taiwan
426-4Q	OCP	F37529A-TAA	JPOD Adapters HD Trucks with J1962 connector (version 2)	\$ 30.23	EA	USA
426-4Q	OCP	F37532-A-TAA	JPOD Low Profile Y Cable	\$ 30.23	EA	Taiwan
426-4Q	OCP	F37686-TAA	Threaded 9 Pin JPOD Y Cable (Black)	\$ 30.23	EA	Taiwan
426-4Q	OCP	F39386-TAA	6 Pin JPOD Adapter (must be included with 6 Pin Cable)	\$ 9.57	EA	Taiwan
426-4Q	OCP	F39473-TAA	Green 9 Pin JPOD Y Cable	\$ 30.23	EA	Taiwan
426-4Q	OCP	F39479-TAA	Green Threaded 9 Pin JPOD Y Cable	\$ 30.23	EA	Taiwan
426-4Q	OCP	F39504-TAA	VT-400 Light Duty Y Cable	\$ 30.23	EA	Taiwan
426-4Q	OCP	F39507-TAA	Green Threaded 9 Pin Alternative Low Speed CAN Cable	\$ 35.00	EA	Taiwan
426-4Q	Verizon Connect	SVC10001	Installation - Standard	\$ 95.00	EA	US

1. The VCT Products above require the acceptance of the term changes indicated below.

2. Standard Equipment must be purchased with a Subscription Service.

Verizon Connect Telo Platform Supplemental Terms and Conditions: When purchasing the above Verizon Connect Telo Platform products, the following supplemental terms and conditions pertaining to the Verizon Connect Telo Platform products ("VCT Terms"), are in addition to all other Terms and Conditions in this Verizon Connect NWF's GSA Terms and Conditions for GS-07F-5559R ("VCN GSA Terms"). In the event of a conflict between the VCN GSA Terms and the following VCT Terms, the terms of these VCT Terms shall control.

15 a. LIMITED WARRANTY:

(i) **PRODUCTS:** Verizon Connect NWF warrants the Products sold to Customer hereunder shall to be free from material defects in material and workmanship under normal use. The warranty for the Products is for a period twelve (12) months from shipment. (ii) **INSTALLATION:** If Verizon Connect NWF agrees to perform Product installation for Customer, and Verizon Connect NWF and Customer have not entered into

a Statement of Work for the provision of such Product installation, then Verizon Connect NWF warrants such installations performed for 30 calendar days from the date the work is completed. VCN does not warrant installations, during any period, (i) against abuse, misuse, modification, or unintended use of the Products or other installed equipment; or (ii) an installation, whether requested and implemented by Customer or VCN, or its installers, which results in covering or otherwise concealing an antenna. Other than provided herein, all Product installation is provided "AS IS." VCN expressly disclaims all other warranties and liabilities as provided in Sections 24 (Disclaimer) and 25 (Limitation of Liability) (ii) **WARRANTY CLAIMS:** If a Product fails to comply with the warranty, Verizon Connect NWF will, during normal business hours, repair or replace the Product at no charge, to Customer, except that Customer shall be responsible for removal of the defective Product, shipment to and from Verizon Connect NWF, and installation of the repaired or replaced Product. Verizon-Connect NWF is not responsible, and this warranty does not apply, in the event any defect is caused by the exclusions to the warranty described in Section 15b. The disclaimer of warranty provided in the Agreement shall apply. This warranty obligation for the Products is limited to making good at Verizon Connect NWF's or its supplier's factory any part or parts which are returned to Verizon Connect NWF or its supplier within the warranty period, with transportation charges prepaid and which Verizon Connect NWF or its supplier's examination shall disclose to its satisfaction to have been thus defective.

15b. EXCLUSIONS

This warranty shall not apply to any hardware which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgment of Verizon Connect NWF or its supplier to affect its stability and reliability; (ii) has had an accessory purchased from any entity other than Verizon Connect NWF installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by Verizon Connect NWF or its contractor), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, Verizon Connect NWF, or its subcontractor; (v) has been subjected to operating or environmental conditions that deviate from the Product's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The warranty will be voided to the extent any of the occurrences listed in clauses (i) through (viii) of this Section causes failure of the Product, or to the extent the failure to conform to the warranty is caused by any defect in any other product, system, software, or hardware not provided by Verizon Connect NWF.

15c. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 15, (I) Verizon Connect NWF MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VERIZON CONNECT TELO PLATFORM PRODUCTS SOLD OR RENTED, OR SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (INCLUDING HOURS OF SERVICE REPORTS) OR PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING QUALITY, RELIABILITY, OR ACCURACY; (II) THE VERIZON CONNECT TELO PLATFORM SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, PROFESSIONAL SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS;" AND (III) VERIZON CONNECT NWF AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, VERIZON CONNECT NWF AND ITS SUPPLIERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, PERFORMANCE, ACCURACY OR THE RESULTS OF THE USE OF PRODUCTS, SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES, ALERTS OR HOURS OF SERVICE REPORTS), SERVICE WEBSITE, SERVER SOFTWARE, REMOTE SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS, OR ANY PROFESSIONAL SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VERIZON CONNECT NWF OR ITS SUPPLIERS SHALL CREATE A WARRANTY, AND

CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CERTAIN PRODUCTS WORK WITH EXISTING NETWORKS (INCLUDING, BUT NOT LIMITED TO, GPRS AND EDGE NETWORKS) ONLY AND THAT IF A CARRIER RETIRES THOSE NETWORKS, THE PRODUCTS WILL NO LONGER OPERATE AND IN SUCH CASES, VERIZON CONNECT NWF WILL HAVE NO OBLIGATION OR LIABILITY.

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)

If Verizon Connect NWF provides Product installation, then Verizon Connect NWF will work with Customer to develop and execute a installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location. (ii) Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF installation partner. (iii) Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues. The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and **Product Installation:** If Verizon Connect NWF provides Product installation, then Verizon Connect NWF will work with Customer to develop and execute a Product installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location.

- 19.1)** Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF installation partner.
- 19.2)** Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues.
- 19.3)** The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and configuration of mobile devices; (b) installation of tablets and tablet mounts; or (c) training Customer on installation of Product or other hardware.
- 19.4)** Unless otherwise negotiated between the parties, Verizon Connect NWF will generally require two to three weeks lead-time to begin installations. Requests for VCT resources and schedules are managed by Verizon Connect NWF and will be assigned based on mutual agreement, the skillset needed for the installations, and availability of resources possessing the required skill set.
- 19.5)** Installations will take place at a single Customer location Customer is responsible for coordinating vehicle location and installation dates with Verizon Connect NWF or its third-party installation coordinator.
- 19.6)** Customer personnel will be onsite during the onset or beginning of hardware installation and will provide keys and access to the vehicles. At the completion of the installation of all units at an installation site, the installer is required to provide the designated Customer contact an installation log and note any issues found. VCN, or its installer, will lock all vehicles and place the vehicle keys in a location previously designated by Customer. In the event the Customer is not present to provide acceptance, the install will be deemed accepted.
- 19.7)** Upon completion of each install, the installer will provide Customer an opportunity to review the install and provide acceptance. If Customer raises any issues or concerns, the installer will execute the corrections prior to releasing the unit.
- 19.8)** Unless otherwise specified by Customer in writing, VCN, or its installer, will install Product in a logical and reasonably tamper resistant location in the vehicle, as best determined by the individual installer following generally accepted industry standards

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

20b.1) LICENSE: Product, Software and Map Data License:

20b.1.1) The Verizon Connect Telo Software Service is licensed to Customer through an access restricted website and related databases, servers, and software (collectively, the "Service Website" with the software residing on the server referred to herein as the "Server Software") to be used only in the permitted territory or territories identified in an Order Form ("Permitted Territory"). For certain Software Services, Verizon Connect NWF may provide Customer software to be installed on a permitted device or computer system (the "Remote Software") to access the Service Website or to use certain additional features of the Software Service.

20b.1.2) Subject to the terms and conditions of this Agreement, Verizon Connect NWF hereby grants to Customer a non-transferable, non-exclusive, limited right within the Permitted Territory to: (i) access and use the Server Software through the Service Website for internal purposes only; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for internal purposes only, the Remote Software on each permitted device or computer system; and (iv) view any map data and satellite imagery provided as part of the Software Services (collectively, the "Map Data").

20b.1.3) To the extent any vehicles, assets, mobile objects, or persons are tracked, routed, or managed using any Software Service, those vehicles, assets, mobile objects, or persons must be operating only within the Permitted Territory when they are tracked, routed, or managed. Customer and its employees, consultants and other authorized users of the Software Services shall be subject to the applicable click-thru licenses ("End User Terms"), which are available at <https://login.platform.telogis.com/terms.html>. Customer acknowledges that its employees, consultants, agents, customers and other authorized users of the Software Services may be subject to the End User Terms and other VCT policies, as the case may be.

20b.1.4) Use of certain Map Data is pursuant to the applicable End User Terms, privacy terms, terms of use and acceptable use policies. Map Data are to be used or viewed solely as part of the Software Service for Customer's internal business purposes only. Use of the Remote Software is subject to additional terms and conditions of the applicable click-through end user license agreements incorporated herein by reference and made available when the Remote Software is downloaded.

20b.1.5) Customer's employees, agents, customers and contractors (who are not competitors of VCT or its affiliates) may access the Service Website and Remote Software for Customer's business purposes. Customer's authorized customers may access certain features of the Service Website, provided that such customers agree to the applicable terms and conditions provided at <https://login.platform.telogis.com/terms.html>.

20b.1.6) Customer receives no title or ownership rights in or to such Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of VCT, its affiliates or its licensors.

20b.2) CUSTOMER OBLIGATIONS.

Customer agrees to use the Verizon Connect Telo Products, Service Website, Server Software, remote Software, Map Data, and Verizon Connect Telo Website in accordance with all applicable laws and regulations, Verizon Connect Telo's acceptable use policy, and all other policies that Verizon Connect NWF may establish from time to time, which are or will be available on the Verizon Connect Telo Website. Customer will provide notice to their vehicle operators that the vehicles have been enabled for Software Service and that the Software Service may collect data associated with the vehicle's location and manner of operation.

20b.5) PROPRIETARY RIGHTS.

20b.5.1) Customer receives no title or ownership rights in or to the Verizon Connect Telo Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of Verizon Connect Networkfleet or its licensors.

20b.5.2) Verizon Connect NWF, or its affiliates own all right, title, and interest, in and to the Service Website, Server Software, Remote Software and Map Data, trade secrets, confidential information, and other proprietary or creative ideas, information, and other material used by Verizon Connect NWF or its affiliates, developed by or for Verizon Connect NWF or its affiliates, or presented to Customer under this Agreement (collectively, "VCT Materials"), including, but not limited to: software, modules, scripts, components, designs, utilities, databases, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, including any copyrights, patents, or other intellectual property or proprietary rights in any of the foregoing, and any improvements, modifications, or derivative works of any of the foregoing.

20b.6) MODIFICATIONS; WEBSITE MAINTENANCE.

Verizon Connect Telo Platform: Customer agrees VCT may alter or modify all or part of the Product, the Software Service, Service Website, Server Software, or VCT Website from time to time; provided such changes do not materially adversely affect Customer's use of the Software Service, Service Website, or VCT Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of certain features, information, products, services, software or changes in instructions. Customer agrees VCT has the right to perform scheduled maintenance for the Software Service, Service Website, and VCT Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Software Service, Service Website, or VCT Website unavailability.

20b.9 DATA.

In the course of providing the Software Service, VCT or its affiliates may receive or collect spatial data or data relating to the vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers ("Collected Data"). Customer agrees to notify its vehicle drivers and other authorized users of the Products that a vehicle has been fitted with a Product enabled for the Software Services and that such Software Services include the collection of data points associated with the vehicle's location and manner of operation. If Customer has provided consent, VCT may continue to receive and collect the Collected Data after the termination of the Software Services for purposes of facilitating Third-Party Services (defined in Section 14 below) that are requested by Customer. Customer agrees that during and after termination of the Software Services, (i) VCT may retain and use Collected Data for purposes of providing the Software Services, the Support Services, and the Professional Services, and conducting research and development; (ii) VCT may share Collected Data with Affiliates, Third-Party Service Providers and other third-parties providing services to VCT with VCT, subject to obligation of confidentiality; (iii) VCT may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCT may use and share with third-parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCT for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in VCT's privacy policy (available at www.verizon.com/privacy). To the extent required by applicable law or regulation, Customer agrees to provide notice to and to receive consents from its vehicle drivers and other authorized users of: (i) the nature of the Products and Software Service, (ii) VCT's collection, use, and disclosure of Collected Data

and Confidential Information, which may contain Personal Information from time to time, and (iii) VCT's tracking, recordation, processing and use of Collected Data and other information relating to such drivers' and users' whereabouts, movements, vehicle usage, and other activities.

Customer acknowledges and agrees that VCT or its affiliates may access, transfer, process and store Collected Data and Customer Data in the European Union, the United States, New Zealand or any other country in which VCT or its affiliates, subsidiaries, service providers, contractors, business partners or customers maintain facilities.

20b.10) DEFINITIONS.

"Map Data": The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCT Website.

"Product": Any equipment or accessory provided for use with any Software Service.

"Product Installation Services": The set of services offered to install a Product in accordance with Section 4 below.

"Remote Software": Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCT Website.

Service Partners: The companies that VCN and VCT work with, from time to time, to provide the VCN Services and/or VCT Software Service, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Service Website": An access-restricted website and its related databases, servers, and software.

"Server Software": The software residing on the Service Website.

"Software Service": Any software service ordered hereunder.

"VCT": Verizon Connect Telo Inc. is an affiliate of VCN.

"VCT Website": The VCT website located at www.verizonconnect.com.

"Third Party Services": The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the Software Service. Additional terms and conditions between the Third Party Service Provider and Customer apply if Third Party Services are used in connection with the Software Service.

"Third Party Service Providers": The providers of the Third Party Services.



EMPLOYEE HANDBOOK

Welcome

Welcome to Peachtree City Water and Sewerage Authority (“**PCWASA**”)! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **PCWASA**’s goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, **PCWASA** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **PCWASA**'s success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources (HR) Administrator.

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Employment at Will

Employment at the Peachtree City Water and Sewerage Authority ("**PCWASA**") is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the General Manager of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. The policies and procedures in this handbook may be changed by **PCWASA** from time to time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **PCWASA** employees have the right to engage in or refrain from such activities.

Governance of the Authority

Authority Board Members

PCWASA is a public body corporation enacted by the General Assembly of Georgia and is run by its five-member Board of Directors ("Board"). The Board members are the members of the City Counsel of the City of Peachtree City to serve as ex-officio members. The membership, or any interest in such office, is not assignable or otherwise transferable. Membership on the Board shall not confer upon any member, any benefits or any rights or interest in or to any of the assets or properties of **PCWASA**.

The Board appoints and approves the General Manager and personnel policies and procedures. The Board considers proposed amendments to personnel policies and procedures, works with the General Manager and HR Administrator on personnel matters, adopts policies regarding

working conditions, reviews various employee benefit proposals and decides various personnel issues.

General Manager

The General Manager reports to the Board and is responsible for the day to day operations of the Authority. The General Manager is responsible for developing the Authority's annual budget and making recommendations to the Authority regarding long-range planning and projects. With the assistance of a HR Administrator, the General Manager is also responsible for implementing and enforcing the policies contained in this handbook and other human resources matters.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

PCWASA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, national origin, sex, religion, age, disability or genetic information. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

PCWASA expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Administrator or the General Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR Administrator or the General Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, **PCWASA** will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result.

Employees who may require a reasonable accommodation should contact the HR Administrator. **PCWASA** may require you to provide information regarding your disability in order to evaluate what reasonable accommodations may be needed.

Commitment to Diversity

PCWASA is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at **PCWASA** and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, national origin, sex, religion, age, disability status, or other characteristic protected by state or federal law, is prohibited.

It is **PCWASA's** policy to provide a work environment free of sexual and other harassment. To that end, harassment of **PCWASA's** employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. **PCWASA** will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, national origin, sex, religion, age, disability status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against another's body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at **PCWASA**.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR Administrator, or any other member of management with whom you feel comfortable bringing such a complaint. You may also make your complaint to any member of the Board. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, **PCWASA** will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

PCWASA expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. **PCWASA** recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by or ownership interest in another firm that is a vendor to **PCWASA**.
2. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
3. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
4. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
5. Participating in civic or professional organization activities in a manner that divulges confidential company information.
6. Misusing privileged information or revealing confidential data to outsiders.
7. Using one's position in the company or knowledge of its affairs for personal gains.
8. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of **PCWASA**. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business. That may include information about **PCWASA**, as well as information about its vendors or customers.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the General Manager.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employment Relationship

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, **PCWASA** classifies its employees as shown below. **PCWASA** may review or change employee classifications at any time.

Exempt and Nonexempt

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for all hours worked after 40 hours in a single workweek.

Regular Employees

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefit program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly and who maintain continuous employment status. Part-time employees are not eligible for the benefit programs offered by **PCWASA** to its full-time employees.

Temporary Employees

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Monday 12:00 a.m. to Sunday 11:59 p.m. and generally consists of 40 work hours. Office hours are 8:00 a.m. to 5:00 p.m., with a minimum 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

Meal Breaks

Employees are entitled to a minimum 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. The length of meal breaks may vary depending on the department you work in and the needs of the business. You should not perform any work while on an unpaid meal break.

Time Records

Timekeeping systems vary depending on your department. Your supervisor will give you instructions on how to use the timekeeping system applicable to you. It is important that you use these systems to clock in and out so that they maintain an accurate record of the time you actually work. This includes clocking out and back in for your meal break. Any use of the timekeeping system to defeat their purpose – such as clocking in or out for another employee who is not actually present – is strictly prohibited. If for any reason you believe that the timekeeping system you use is not accurately recording your time or that of your co-workers, you should immediately raise this issue with your supervisor or the General Manager. **PCWASA** wants to ensure that all nonexempt employees are paid for all hours they actually work, including overtime for all hours worked in excess of 40 in a workweek.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply towards work time. You may be disciplined if you work overtime without prior approval of your supervisor, but you will be paid for all time worked.

Shift Differentials

The Treatment Department operates 24 hours a day, seven days a week, with three eight-hour shifts each day. Employees assigned to shifts other than the standard 7:00 a.m. to 3:00 p.m. Monday through Friday shift earn shift differentials of between four and ten percent to compensate for working atypical hours. You should contact the HR Administrator or your supervisor for details on these shift differentials.

On-Call Requirements

In order to ensure that there are no interruptions in service, some employees are required to be “on-call” for periods of seven days at a time to address emergency repairs. The “on-call” week begins Monday morning at 12:00 a.m. and ends on Sunday evening at 11:59 p.m. Your supervisor will maintain and publish the on-call schedule well in advance of the need for “on-call” assistance, and assignments will rotate among all employees whose job duties require “on-call” service. Depending on the nature of your duties, you will receive a payment (currently \$75 for the primary technician or \$50 for a helper, which is subject to change) for any week you are on-call, whether or not you are actually called to perform services outside of normal working hours. If called, all time worked will be added (with a minimum of two hours) to hours worked for that workweek and you will be paid overtime for hours in excess of 40, if applicable.

Any employee who is on the active “on-call” list must report to work within 30 minutes of being called. This means that you must not consume alcohol or any unprescribed controlled substance or travel beyond a range that would make it impossible to report to work within 30 minutes if called. Absent a genuine emergency or serious illness, you may be disciplined up to and including discharge if you are on the active list and fail to report ready to work within 30 minutes of being called.

It is your responsibility to identify another qualified employee to fill in for you during the time you are on the active “on-call” list if you know of a personal conflict for the week that you are assigned “on-call” duties. You must find a substitution who agrees to take the entire week that you are on-call and notify both your supervisor and the HR Administrator of any such substitution at least 24 hours prior to the beginning of your “on-call” week. Substitutions for less than an entire week or which are made without the required notice are not permitted.

Training and Educational Assistance

PCWASA encourages its employees to earn state certifications which are applicable to their positions. You may be eligible to earn an upward adjustment in your compensation upon completion of applicable state certifications. Please contact your supervisor or the HR Administrator for details.

Deductions from Pay/Safe Harbor

PCWASA does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees

classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the HR Administrator. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

Paychecks

PCWASA operates on a biweekly pay period, with pay dates every other Friday. If a pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Direct deposit is available to all employees who make that election. See the Controller if you have questions about direct deposit.

Access to Personnel Files

Employee files are maintained by the HR Administrator and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Representatives of government or law enforcement agencies, or other persons pursuant to a court order or subpoena, may be allowed access to file information. Personnel file access by current employees and former employees upon request will generally be permitted within three days of the request. Employee files are property of **PCWASA** and may not be removed from the premises.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) in the sole discretion of **PCWASA** the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisor at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and Paid Time Off (PTO) will not be counted toward the 10-day notice.

Employees who do not provide the requested amount of notice will generally not be considered for re-hire and will forfeit payment of any PTO that would otherwise be paid under applicable Company policies. Employees terminated for cause will also forfeit payment of unused PTO.

In most cases, the HR Administrator will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee’s home address.

Workplace Safety

General Policy

PCWASA intends to maintain a safe and secure working environment for all employees and visitors. We expect our employees to use common sense and refrain from horseplay, careless behavior and negligent actions. It takes the efforts of every employee to keep our workplace safe.

In the event of a medical or other emergency you should immediately dial 911 and ask for appropriate assistance before taking any other action.

While the federal Occupational Safety and Health Act (“OSHA”) does not apply to state and local government entities like **PCWASA**, you should nevertheless observe OSHA safety standards. While working, employees must observe safety precautions for their safety and the

safety of others. All work areas must be kept clean and free of clutter and debris. All hazards or potentially dangerous conditions must be corrected immediately and reported to a supervisor.

If you are involved in an accident, you must report the accident to your supervisor and the HR Administrator immediately and obtain any necessary medical treatment or testing in accordance with our workers' compensation and drug-free workplace policies. You must also fill out an accident report regardless of the severity of the injury. You may be subject to disciplinary action up to and including discharge if you fail to comply with this policy.

Drug-Free and Alcohol-Free Workplace

It is the policy of **PCWASA** to maintain a drug-free and alcohol-free work environment that is safe and productive for employees and others having business with the company. **PCWASA** complies with the Georgia Drug-Free Workplace Program.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any unprescribed controlled substance and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. **PCWASA** also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, **PCWASA** prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Company's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

- **Pre-employment:** Required for all prospective employees who receive a conditional offer of employment.
- **For Cause:** Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance, including situations where the employee has caused or contributed to an on the job injury which resulted in a loss of worktime.
- **Random:** As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

PCWASA encourages any employee with a substance abuse problem to utilize its confidential Employee Assistance Program described in the Employee Benefits section herein.

Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

PCWASA is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All **PCWASA** employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the HR Administrator. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

PCWASA prohibits the possession of weapons on any part of its property at all times, including parking lots or in company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, **PCWASA** may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Emergency Closings

PCWASA will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with **PCWASA**. However, you must notify your supervisor and the HR Administrator before accepting another position and approval of this request is subject to the sole discretion of **PCWASA**. The demands of a second job must not interfere with you working your regularly assigned schedule and will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

PCWASA provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to the HR Administrator. Decisions regarding attire will be made by the HR Administrator in consultation with the General Manager and not by individual departments or managers.

Social Media Acceptable Use

PCWASA encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the company, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge **PCWASA** confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not use profanity, make derogatory comments, or engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company’s business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Confidentiality. Do not identify or reference company customers or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the company’s business belong to the company. Do not post them on a social media site without the company’s permission.

Links. Employees may provide a link from a social media site to the company’s website during employment (subject to discontinuance at the company’s sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company’s site and to register the site with the company.

Trademarks and copyrights. Do not use the company’s or others’ trademarks on a social media site, or reproduce the company’s or others’ material without first obtaining permission.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Employees may submit to the HR Administrator notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. The HR Administrator approves, posts, and takes down all notices. All notices posted by employees will be removed after two weeks

unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on company property at any time.

Computers, Internet, Email, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, e-mail, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection and monitoring by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company’s systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company’s systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers.

It is against company policy to turn off antivirus protection software, install unauthorized software, or make unauthorized changes to system configurations installed on company computers. You are also prohibited from making any unauthorized copies of **PCWASA** information, or deleting any information from **PCWASA** computers, computer network,

smartphones, external drives or any other storage media. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without advance notice by the management of **PCWASA**.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Abuse of these privileges is subject to corrective action up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or to refrain from such activities.

Company Vehicles

PCWASA provides vehicles for business use. Only employees whose job duties require using a **PCWASA** vehicle will be allowed to operate a **PCWASA** vehicle and only after the employee has consented to a complete background and driving history check acceptable to **PCWASA**. Any traffic violations charged against the employee, whether or not while driving a **PCWASA** vehicle, should be immediately reported to the HR Administrator. The approval of an employee to drive a **PCWASA** vehicle may be revoked at any time in the sole discretion of **PCWASA**.

Vehicle use by approved employees is strictly limited to business purposes. Employees must not be intoxicated or impaired for any reason, must drive in compliance with all applicable laws, and must not allow non-essential persons (including non-employees of **PCWASA**) to ride in a

company-owned vehicle. Any citations given to an employee while operating a **PCWASA** vehicle must be immediately reported to the HR Administrator, and the employee is responsible for paying any applicable fines assessed.

If an employee is involved in an accident while operating a **PCWASA** vehicle, he should immediately dial 911 to report the accident. The employee should then next report the accident to the HR Administrator. The employee should also report damage caused to the vehicle for other reasons, like theft or vandalism.

Disciplinary Procedure

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

- **Step 1: Coaching.** When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be discussed with the employee. The supervisor should place a memo in the employee's file identifying the date the counseling took place, the matters discussed, and the steps necessary to resolve the performance issue.
- **Step 2: Written Performance Improvement Plan.** If a private informal discussion with the employee has not resulted in corrective action, the supervisor should meet with the employee and (a) again review the problem, (b) permit the employee to present his or her views on the problem, and (c) develop a written Performance Improvement Plan that identifies the performance issues that must be corrected and a time frame in which those issues must be corrected. The plan should advise the employee of the consequences of failing to correct the performance issues, up to and including discharge. The employee should sign the plan to acknowledge receipt and it should be placed in the employee's personnel file.
- **Step 3: Final Written Warning.** This is an optional step if there are good reasons why the employee has not successfully completed the Performance Improvement Plan.
- **Step 4: Termination.**

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The company observes and allows time off with pay for the following holidays:

- New Year's Day
- MLK Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas

Any changes to this schedule will be designated by the company at the start of each calendar year.

If a holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of PTO. If an employee is absent on one or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

Holiday pay shall be at the employee's regular straight-time rate times the employee's regularly scheduled hours (not to exceed eight hours). If you work on a holiday and would otherwise be eligible to receive holiday pay, you will be paid for hours actually worked, at a rate of 1.5 times

the regular rate, in addition to holiday pay. Only holiday hours actually worked will be considered in the calculation of overtime for that workweek.

Religious Observances

Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take PTO, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

Leave Requests Generally

If you need to be absent from the workplace for any reason, you need to notify your immediate supervisor as soon as possible. Requests for Paid Time Off are addressed in the section below. In most cases, any leave you request and which **PCWASA** grants will be paid and deducted from your applicable PTO balance. While **PCWASA** will consider any requests for leave after your **PTO** balance has been exhausted, it cannot guarantee that such requests will be granted.

Paid Annual Leave, Sick Leave and Paid Time Off (PTO)

As of the effective date of this handbook through December 31, 2019, employees will continue to accrue both paid Annual Leave and paid Sick Leave as before. All full-time employees accrue sick leave at the rate of 3.7 hours per pay period up to a maximum accrual of 640 hours. Paid annual leave is accrued at the following rates depending on an employee's years of service:

Length of Service	Paid Leave Accrual
Under 5 years	3.08 hours per pay period/10 days per year
Over 5 years through 10 years	4.62 hours per pay period/15 days per year
Over 10 years through 15 years	6.16 hours per pay period/20 days per year
Over 15 years through 20 years	7.70 hours per pay period/25 days per year
20+ years	9.24 hours per pay period/30 days per year

Beginning January 1, 2020, **PCWASA** will convert to a Paid Time Off ("PTO") system instead of a split Annual Leave/Sick Leave system. The new PTO system will provide all regular, full-time staff members with paid time away from work that can be used for vacation, personal time, personal illness, time off to care for dependents, or any other personal need. PTO must be scheduled in advance and have supervisory approval, except in the case of illness or emergency. The PTO policy takes the place of Annual Leave and Sick Leave.

Eligibility. All full-time employees are eligible to earn PTO. Part-time employees do not earn PTO. PTO is earned on a bi-weekly pay period. PTO is not earned for months when unpaid leave

is taken or when short- or long-term disability benefits are paid. PTO is not earned by temporary or contract employees or those whose job descriptions specifically exclude this benefit. PTO is earned on the following schedule:

Years of Service	PTO Accrued
0-5	18 days/year or 5.54 hours/pay period
6-15	23 days/year or 7.08 hours/pay period
15+	28 days/year or 8.62 hours/pay period

Procedures. PTO should be scheduled as early as possible in advance, according to department policy, and must have supervisory approval. Time off taken in excess of the amount that will be earned during the calendar year will be without pay.

Payment of unused PTO. You will be paid accrued and unused PTO if you resign (including retirement), so long as you give **PCWASA** at least ten full working days advance notice prior to the effective date of your termination. You will also be paid accrued and unused vacation if **PCWASA** terminates your employment without good cause, including an involuntary layoff. You will not be paid accrued and unused PTO if you are terminated for cause or do not give **PCWASA** at least ten full working days advance notice.

PTO for new hires and rehires. New and rehired employees begin accruing PTO beginning with the date of hire. If an employee is rehired, prior service will be added to current service to determine the PTO accrual rate in the years following the year of rehire, unless the time away from the company exceeds the length of prior service.

Transition from Annual Leave/Sick Leave to PTO. As stated above, the existing Annual Leave/Sick Leave system will remain in effect until December 31, 2019. Employees may carry over up to 200 hours of Annual Leave and 50 hours of Sick Leave into 2020, both of which will be converted to PTO. In other words, employees will begin calendar year 2020 with up to 250 hours of PTO (depending on their balances of Annual Leave/Sick Leave as of December 31, 2019) and then begin to accrue PTO according to the schedule set forth above. In addition, employees with more than 200 hours of Annual Leave as of December 31, 2019 will be paid for the excess over 200 hours at ½ of the value of the excess.

Limits on carry over of PTO. Effective January 1, 2021, and each calendar year thereafter, employees may carry over a maximum of 120 hours of PTO from the prior calendar year. Any PTO over 120 hours at the end of calendar year 2020 and thereafter will be forfeited. You should therefore plan to use your PTO each year so that you do not have a balance of more than 120 hours at the end of the year starting with calendar year 2020.

Military Leave

PCWASA supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the HR Administrator and his or her supervisor,

who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

Bereavement Leave

Employees with more than three months' service may take up to three days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The company may require verification of the need for the leave. The employee's supervisor and the HR Administrator will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of eight hours for one day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for jury duty service at their regular rate of pay minus any compensation received from the court for the period of service.

If an employee is released from jury duty after four hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, PTO will be used for this purpose.

Time Off for Voting

PCWASA recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

Employee Benefits

In General

PCWASA recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program for its regular, full-time employees.

Insurance benefits offered to all full-time employees include medical, dental, vision, long-term disability, and life insurance.

We also offer employees the opportunity to participate in a tax-sheltered retirement plan that includes matching contributions from **PCWASA**.

Detailed information regarding all of these benefits, including qualification periods, employee contributions, coverages, claims procedures and value added services, are available from the HR Administrator. While **PCWASA** intends to continue offering similar benefits in the future, these benefits may be increased, reduced and/or withdrawn in the sole discretion of **PCWASA**.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

PCWASA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and HR Administrator immediately. The supervisor will complete an injury report with input from the employee and return the form to the HR Administrator. The HR Administrator will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid PTO for approved absences covered by the company's workers' compensation program, except

to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. **PCWASA** wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

The company encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to the company, nor is the company given any information on who chooses to use the services. Information on how to use this service, including a confidential hotline phone number, is posted in in the break room.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of **PCWASA**. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the General Manager may make a commitment for employment for a definite term. I also understand that if such an agreement is made, it must be in writing and signed by the General Manager.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

RECEIPT OF ANTI-HARASSMENT POLICY

I have read and I understand the Company's Anti-Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

PCWASA PAY RANGES

APRIL 2019

POSITION TITLE	MINIMUM	MAXIMUM
Plant Operator Trainee	\$30,642	\$50,558
Plant Operator III	\$32,755	\$54,045
Plant Operator II	\$38,642	\$63,758
Plant Operator I	\$43,472	\$71,728
Press Operator/Driver	\$36,604	\$60,396
Assistant Treatment System Supervisor	\$47,547	\$78,453
Treatment System Supervisor	\$55,925	\$92,275
Collection Maintenance Technician Trainee	\$30,642	\$50,558
Collection Maintenance Technician	\$36,453	\$60,147
Collection Maintenance Technician Senior	\$39,925	\$65,875
Assistant Collection System Supervisor	\$45,736	\$75,464
Collection System Supervisor	\$53,887	\$88,913
Construction Coordinator	\$51,611	\$85,159
Technical Support Coordinator	\$40,302	\$66,498
Executive Administrative Assistant	\$44,830	\$73,970
Maintenance Supervisor	\$43,321	\$71,479
Maintenance Technician	\$39,925	\$65,875
Instrumentation Technician	\$45,660	\$75,340