

*In accordance with SB 707, this meeting will be conducted in a hybrid model with both in-person and virtual attendance. Attend this meeting remotely using Zoom.*  
<https://zoom.us/j/7701740377?pwd=pAMeIxIlzMrhc6NZR2PbXmQedPslbw.1&omn=97945627534>

*To request to speak, use the “raise hand” function in Zoom. To join by phone: Dial +1 (669) 900-6833 (Toll Free) and enter Meeting ID: 770 174 0377. To provide public comment by phone, Press \*9 and wait to be recognized by the Mayor.*

- *Livestream online at [www.atwater.org](http://www.atwater.org) (Please be advised that there is a broadcasting delay).*
- *Submit a written public comment prior to the meeting: Public comments submitted to [cityclerk@atwater.org](mailto:cityclerk@atwater.org) by 4:00 p.m. on the day of the meeting will be distributed to the City Council, and made part of the official minutes but will not be read out loud during the meeting.*

*Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation, and those requesting to give or receive live bilingual translation during a meeting, should contact the City in advance of the meeting, and as soon as possible, at (209) 357-6300.*

*Under SB 707, the City will reasonably assist members of the public who wish to bring their own translator or translation device to participate in a public meeting. Although the City is not required by law to provide translation services as a courtesy, and when staffing permits, the City may have a Spanish language translator available to assist members of the public. The City cannot guarantee the accuracy of any translation service it provides.*

# **CITY OF ATWATER**

## **City Council**

### **AGENDA**

Council Chambers  
750 Bellevue Road  
Atwater, California

**September 28, 2026**

REGULAR SESSION: (Council Chambers)

CALL TO ORDER:

**6:00 PM**

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL: (City Council)

**Ambriz \_\_\_\_\_, Cale \_\_\_\_\_, Raymond \_\_\_\_\_, Rochester \_\_\_\_\_, Nelson \_\_\_\_\_**

SUBSEQUENT NEED ITEMS: (The City Clerk shall announce any requests for items requiring immediate action subsequent to the posting of the agenda. Subsequent need items require a two-thirds vote of the members of the City Council present at the meeting.)

APPROVAL OF AGENDA AS POSTED OR AS AMENDED: (This is the time for the City Council to remove items from the agenda or to change the order of the agenda.)

COMMENTS FROM THE PUBLIC

NOTICE TO THE PUBLIC

At this time any person may comment on any item which is not on the agenda. You may state your name and address for the record; however, it is not required. Action will not be taken on an item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on a future agenda. Please limit comments to a maximum of three (3) minutes.

CONSENT CALENDAR

NOTICE TO THE PUBLIC

Background information has been provided on all matters listed under the Consent Calendar, and these items are considered to be routine. All items under the Consent Calendar are normally approved by one motion. If a Councilmember requests separate discussion on any item, that item will be removed from the Consent Calendar for separate action.

MINUTES: (City Council)

**1. September 14, 2026 - Regular Meeting**

**Staff's Recommendation:** Acceptance of minutes as listed.

RESOLUTIONS

**2. Awarding a Professional Services Agreement to Raftelis Financial Consultants, Inc. of Los Angeles, California for a Water and Sewer Rate Study (Public Works Director Vinson)**

**Staff's Recommendation:** Adoption of Resolution 3654-26 awarding a Professional Services Agreement, in a form approved by the City Attorney, to Raftelis Financial Consultants, Inc. of Los Angeles, California for a Water and Sewer Rate Study, in an amount not to

exceed \$110,015; and authorizes and directs the City Manager or her designee to execute all contract documents on behalf of the City.

OTHER ACTIONABLE ITEMS:

3. **Authorizing City Manager to Execute Contract Documents, as necessary, to Switch from AT&T First Net to Verizon Wireless for the Purchase of Equipment and Wireless Services for the City** (Public Works Director Vinson)

**Staff's Recommendation:** Authorize the City Manager to Execute any Necessary Documents to Switch from AT&T First Net to Verizon Wireless for the Purchase of Equipment and Wireless Services for the City.

\*\*\*END OF CONSENT CALENDAR\*\*\*

REPORTS AND PRESENTATIONS FROM STAFF:

4. **Approving a Pilot Program for the Tennis Courts Located at Osborn Park** (Public Works Director Vinson)

**Staff's Recommendation:** Motion to adopt Resolution No. 3655-26 approving a pilot program for the Tennis Courts Located at Osborn Park starting October 1, 2026, and waive the fee set in Resolution 3623-26 of the Miscellaneous Fee Schedule for the Tennis Court keys during the pilot program.

Motion to approve staff's recommendation as presented.

5. **Waive the First Reading, by Title only, and Introduce an Ordinance Adding Chapter 10.53 (E-Bicycles) to Title 10 of the Atwater Municipal Code Relating to the Safe Operation of Electric Bicycles and Other Electric Conveyances** (Police Chief Novetzke)

**Staff's Recommendation:** Motion to waive the First Reading, by Title only, and Introduce Ordinance No. CS 1084 adding chapter 10.53 (e-bicycles) to title 10 of the Atwater Municipal Code relating to the safe operation of electric bicycles and other electric conveyances.

CITY COUNCIL REPORTS/UPDATES

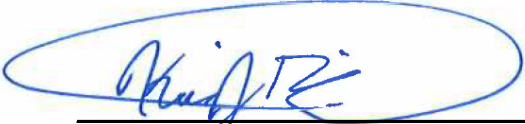
- **Mayor Pro Tem Cale, District 1**
- **City Council Member Rochester, District 2**
- **City Council Member Ambriz, District 3**
- **City Council Member Raymond, District 4**
- **Mayor Nelson**

CITY MANAGER REPORTS/UPDATES:

ADJOURNMENT

**CERTIFICATION:**

I, Kory J. Billings, City Clerk of the City of Atwater, do hereby certify that a copy of the foregoing agenda was posted at City Hall a minimum of 72 hours prior to the meeting.

  
KORY J. BILLINGS  
CITY CLERK**SB 343 NOTICE**

*In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the City Clerk during normal business hours at 1160 Fifth Street, Atwater, California.*

*If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 750 Bellevue Road, Atwater, California.*



*In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a City Council, Commission or Committee meeting due to a disability, please contact the City Clerk's Office a minimum of three (3) business days in advance of the meeting at (209) 357-6241. You may also send the request by email to [cityclerk@atwater.org](mailto:cityclerk@atwater.org).*

***Unless otherwise noted, City Council actions include a determination that they are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), and therefore, that CEQA does not apply to such actions.***

**LEVINE ACT PUBLIC PARTY/APPLICANT DISCLOSURE OBLIGATIONS:**

*Applicants, parties, and their agents who have made campaign contributions totaling more than \$250 (aggregated) to a Councilmember over the past 12 months, must publicly disclose that fact for the official record of that agenda item. Disclosures must include the amount of the campaign contribution aggregated, and the name(s) of the campaign contributor(s) and Councilmember(s). The disclosure may be made either in writing to the City Clerk prior to the agenda item consideration, or by verbal disclosure at the time of the agenda item consideration.*

*The foregoing statements do not constitute legal advice, nor a recitation of all legal requirements and obligations of parties/applicants and their agents. Parties and agents are urged to consult with their own legal counsel regarding the requirements of the law.*



# CITY OF ATWATER

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## CITY COUNCIL ACTION MINUTES September 14, 2026

**Council Chambers – 750 Bellevue Road, Atwater, California**

### **CALL TO ORDER**

The City Council meeting was called to order at 6:00 PM.

### **INVOCATION:**

Provided by Pastor Stephen Teaney.

### **PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Chief Novetzke.

### **ROLL CALL**

**Present:** Mayor Nelson, Mayor Pro Tem Cale, Council Members Ambriz, Rochester.

**Absent:** Raymond

**SUBSEQUENT NEED ITEMS:** None

### **APPROVAL OF AGENDA:**

Motion to approve the agenda as amended.

**MOTION:** Rochester

**SECOND:** Ambriz

**ABSENT:** Raymond

**VOTE:** Motion passed.

### **COMMENTS FROM THE PUBLIC**

Public comment was received regarding Police Department funding and staffing, Measure B funds, and the Senior Vendor Fair.

**CONSENT CALENDAR:**

Item 2 was removed for separate discussion.

Motion to approve Consent Calendar as posted.

**MOTION:** Cale

**SECOND:** Ambriz

**ABSENT:** Raymond

**VOTE:** Motion passed.

**Approved Items:**

- **Item 1:** Treasurer's Report – July 31, 2026
- **Item 3:** Minutes (City Council) – August 24, 2026 Regular Meeting
- **Item 4:** Minutes (Citizens' Oversight Committee) – March 10, 2026 Regular Meeting
- **Item 5:** Adoption of Resolution No. 3649-26 Approving and Ratifying a Side Letter Agreement Between the City of Atwater and Atwater Mid-Managers Group American Federation of State, County, and Municipal Employees (AFSCME), Local 2703, Council 57, Regarding Terms and Conditions of Employment Relating to Article 9 (Other Compensation), adding Section 9.11 (Bilingual Pay) of the Current Memorandum of Understanding (MOU) and Authorizing and Directing the City Manager to Execute the Agreement on Behalf of the City.
- **Item 6:** Adoption of Resolution No. 3650-26 approving an agreement, in a form approved by the City Attorney, with Government Staffing Services, Inc., dba MuniTemps, for Temporary Finance Director Staffing Services and Recruiting Services; and authorizes and directs the City Manager to execute the agreement on behalf of the City.
- **Item 7:** Adoption of Resolution No. 3651-26 approving the City Council's responses to the findings and recommendations contained in the 2025–2026 Merced County Civil Grand Jury report; authorizing the Mayor to sign the responses on behalf of the City Council; and directing the City Manager, to submit the approved responses as required by law.
- **Item 8:** Adoption of Resolution No. 3653-26 designating one member to serve as voting delegate representing the City at the League of California Cities Annual Conference, to be held September 23-25, 2026, in Anaheim, California.
- **Item 9:** Authorizes and approves a Purchase Agreement (Purchase Order) with All Star Fire Equipment Inc of Arcadia, California, for the purchase of new fire hoses & accessories; and authorizes and directs the Interim City Manager, or designee, to execute the purchase on behalf of the City.

City Manager Martin provided clarification regarding the warrants and office supplies.

Motion to approve Item 2: Warrants – August 27, 2026, September 3, 2026, September 10, 2026.

**MOTION:** Cale

**SECOND:** Rochester

**ABSENT:** Raymond

**VOTE:** Motion passed.

### **REPORTS AND PRESENTATIONS FROM STAFF:**

#### **Discussion and Possible action regarding the Community Partnership Grant Program**

City Manager Martin provided background information on this item.

No public comment was received.

**MOTION:** Rochester

**SECOND:** Cale

**ABSENT:** Raymond

**VOTE:** Motion passed.

#### **Review and Discussion Regarding Red Light Camera**

Police Chief Novetzke presented an overview of the red-light camera system.

Public comment was received.

Informational item only.

### **CITY COUNCIL MATTERS**

Council Members and Mayor provided individual updates.

### **CLOSED SESSION**

Conference with Legal Counsel - Anticipated Litigation - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Number of cases (1)

Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d)(1): Name of case:Bradley Kessler, et al. vs City of Atwater; Case No. 24CV-04683

**MAYOR OR CITY ATTORNEY REPORT OUT FROM CLOSED SESSION**

City Attorney Splendorio reported out from closed session and there was no reportable action.

**ADJOURNMENT**

The meeting adjourned at 7:26 PM.

APPROVED:

\_\_\_\_\_  
MICHAEL G. NELSON  
MAYOR

ATTEST:

\_\_\_\_\_  
GISELA PERALTA  
DEPUTY CITY CLERK



## AGENDA REPORT

### CITY COUNCIL

Mike Nelson

John Cale  
Danny Ambriz

Brian Raymond  
Kalisa Rochester

**MEETING DATE:** September 28, 2026  
**TO:** Mayor and City Council  
**FROM:** Justin Vinson, Public Works Director  
**PREPARED BY:** Justin Vinson, Public Works Director  
**SUBJECT:** **Awarding a Professional Services Agreement to Raftelis Financial Consultants, Inc. of Los Angeles, California for a Water and Sewer Rate Study** (Public Works Director Vinson)

### **RECOMMENDED COUNCIL ACTION**

Adoption of Resolution 3654-26 awarding a Professional Services Agreement, in a form approved by the City Attorney, to Raftelis Financial Consultants, Inc. of Los Angeles, California for a Water and Sewer Rate Study, in an amount not to exceed \$110,015; and authorizes and directs the City Manager or her designee to execute all contract documents on behalf of the City.

### **I. BACKGROUND/ANALYSIS:**

The City of Atwater provides water and sewer services to a population of approximately 31,978 residents, which includes approximately 7,199 residential customers and 679 multi-family and commercial customers. The water and sewer rates are designed to collect revenues sufficient to provide reliable, high-quality water and wastewater/sewer services to cover the operational costs of the Water and Sewer Enterprise Funds. The City's Water and Wastewater fund relies entirely on customer revenues to provide services. No local, state, or federal taxes offset the cost of services.

The last rate study for water and sewer services was completed by Raftelis in 2024. During the time of the last rate study, the city was not fully metered yet, so it was recommended that the water and sewer rates were sufficient at that time, but after the city finished the meter project, the city should revisit another water and sewer rate study to align rates based more off of consumption.

The City requested proposals from qualified consultants, professional services to prepare a water and sewer rate study with a five year rate schedule, consistent with industry accepted cost-of-service principles, satisfying future revenue requirements and meeting state law requirements for the water and sewer rate study services. The City received 3 proposals for the requested services. Staff evaluated all three proposals and Raftelis was selected based off their knowledge and experience in dealing with water

and sewer rate studies and their experience with the City's systems.

**II. FISCAL IMPACTS:**

Sufficient funding for this item is available in the Water Enterprise Fund, Water Supply, Professional Services, Account No. 6000.7010.3030 and Sewer Enterprise Fund, Sewer System, Professional Services, Account No. 6010.5051.3030.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney's Office.

**IV. EXISTING POLICY:**

This item consists of goals number one (1) and two (2) of the City's Strategic Plan; to ensure the City's continued financial stability and to improve public safety, respectively.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

The public will have an opportunity to provide comments on this item prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code Section 21065.

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council's approval, staff will route the Professional Services Agreement for signatures.

Submitted by:



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Justin Vinson, Public Works Director

Attachments:

1. Resolution No. 3654-26 - Raftelis Financial 9.28.26
2. Template Professional Services Agreement (2024)-c1 (New)
3. Raftelis - Proposal
4. Raftelis - Cost Proposal



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. XXXX-26

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL FOR THE WATER AND SEWER RATE STUDY .**

**WHEREAS**, the last water and sewer rate increase in the City of Atwater was approved in 2019 and ended in Fiscal Year 2023; and

**WHEREAS**, it is best practice for cities to perform rate studies every five years to ensure customers are getting charged correctly; and

**WHEREAS**, on November 30<sup>th</sup>, 2023, the City entered into an agreement with Raftelis Financial to prepare a sewer and water rate study; and

**WHEREAS**, at that time, the city had been installing water meters on all water services inside the city limits; and

**WHEREAS**, it was the consultants recommendation that the city wait to look at the water rates until the city has a year worth of usage trends on all the new water meters to set new rates and/or new thresholds; and

**WHEREAS**, the city released a RFP for a new Water and Sewer Rate Study; and

**WHEREAS**, the city received and reviewed three proposals, in which Raftelis ranked the highest.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Atwater does hereby award a professional services agreement for a Water and Sewer Rate Study, in a form approved by the City Attorney, to Raftelis Financial; and to authorize and direct the City Manager to execute the Agreement on behalf of the City.

The foregoing resolution is hereby adopted this 28th day of September 2026.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MIKE NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**

**CITY OF ATWATER**  
**DRAFT PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of June 10, 2024 by and between the City of Atwater, a public agency organized and operating under the laws of the State of California ("City"), and [\*\*\*INSERT NAME\*\*\*], a [\*\*\*INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY\*\*\*] with its principal place of business at [\*\*\*INSERT ADDRESS\*\*\*] (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

- A. City is a public agency of the State of California and is in need of professional services for the following project:

[REDACTED]  
(hereinafter referred to as "the Project").

- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." [Alternatively, Scope of Services can be included here and all subsequent exhibits renumbered accordingly.]

2. Compensation.

- a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B." [Alternatively, Schedule of Charges may be included here and all subsequent exhibits renumbered accordingly.]
- b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_ [Insert amount of compensation]. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before

performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. [Insert Term or Time of Performance].

**[If engaging the Consultant for a particular term, use the following provision]**

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). **[If the City has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

- a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

- b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.
- c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

- a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.
- b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

- (i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
  - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
  - (1) Bodily Injury and Property Damage
  - (2) Personal Injury/Advertising Injury
  - (3) Premises/Operations Liability
  - (4) Products/Completed Operations Liability
  - (5) Aggregate Limits that Apply per Project
  - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
  - (7) Contractual Liability with respect to this Agreement
  - (8) Property Damage
  - (9) Independent Contractors Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

- (i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

- (iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

- (i) At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

- (i) The following insurance limits are required for the Agreement:

|                              | <u>Combined Single Limit</u>                                                                              |
|------------------------------|-----------------------------------------------------------------------------------------------------------|
| Commercial General Liability | \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage |
| Automobile Liability         | \$1,000,000 combined single limit                                                                         |
| Employer's Liability         | \$1,000,000 per accident or disease                                                                       |
| Professional Liability       | \$1,000,000 per claim and aggregate (errors and omissions)                                                |

- (ii) Defense costs shall be payable in addition to the limits.

- (iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

- i. Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

- (i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
  - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- (iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.
- (iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements

Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

## 12. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.
- b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

- a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public

works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in at the Superior Court of California for the County of Merced.

17. Termination or Abandonment

- a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for

services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

- b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

#### 18. Ownership of Documents and Confidential Information.

- a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of City.
- b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.
- c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from City, its representatives or agents, not in the public domain. Such information may include City's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to City. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of City. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify City of such fact to allow City to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

#### 19. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

#### 20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

1160 Fifth Street  
Atwater, CA 95301  
Attn: City Manager

CityManager@atwater.org

CONSULTANT:

\*\*\*INSERT NAME, ADDRESS &  
CONTACT PERSON\*\*\*]

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Federal Requirements

[\*\*INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP DUE TO FEDERAL FUNDING GUIDELINES. CONSULT LEGAL COUNSEL IF NECESSARY\*\*]

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF ATWATER  
AND [\*\*\*INSERT CONSULTANT NAME\*\*\*]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ATWATER**

**CONSULTANT**

By: \_\_\_\_\_  
Christopher Hoem, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Kory J. Billings, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Frank Splendorio, City Attorney

EXHIBIT A

Scope of Services

## EXHIBIT B

### Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule

## EXHIBIT D

### Federal Requirements

[DELETE EXHIBIT IF NOT APPLICABLE]

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# City of Atwater

## Water and Sewer Rate Study

STATEMENT OF QUALIFICATIONS / SEPTEMBER 11, 2026





## Giving back

The Raftelis Charitable Gift Fund seeks to make a difference on issues that matter to our clients and employees by helping build sustainable, inclusive communities locally and worldwide. We do this by allocating company profits and employee contributions of time and money. We support organizations that:

- Promote efficient, sustainable resource use
- Advance diversity, equity, and inclusion within the public sector
- Invest in access to clean water and sanitation
- Help vulnerable communities by addressing affordability issues



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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**COVER LETTER**

September 11, 2026

Justin Vinson  
Public Works Director  
City of Atwater  
1160 Fifth Street  
Atwater, CA 95301

**Subject: Statement of Qualifications for Water and Sewer Rate Study**

Dear Mr. Vinson:

On behalf of Raftelis, I am pleased to submit our qualifications for the City of Atwater's (City) Water and Sewer Rate Study. No other firm brings our combination of institutional knowledge about the City, California rate-setting expertise, and Proposition 218 experience.

Raftelis has served as the City's rate consultant for several past rate cycles. Our team already knows Atwater's water and sewer enterprise funds, customer base, capital program, and financial policies. Because of this, we can start work immediately, with no ramp-up period, keeping the project on track for a July 1, 2027 rate effective date.

The City faces several interrelated challenges: funding both daily operations and major capital projects, including the planned wastewater treatment plant expansion; redesigning rate structures now that metering is citywide; managing revenue as conservation shifts demand; and meeting debt service on the sewer enterprise's two outstanding bonds. Our models test these variables together, balanced against the City's goals for revenue stability, legal defensibility, and rates that are easy for customers and staff to understand. This gives Council clear trade-offs before it sets rates.

Our approach builds on the financial models and customer data we have already developed for Atwater. We will update revenue requirements to reflect the adopted budget, current expenses, inflation, updated CIP projections, and reserve targets. We will evaluate alternative rate structures for water and sewer, analyze how conservation affects long-term revenue, and develop a five-year rate schedule for each utility that is fair, defensible, and easy to implement.

Rate adjustments succeed only when the community understands why they are needed. Raftelis will lead three community workshops and three City Council presentations, using clear materials that translate our cost-of-service analysis into terms residents can follow. We have designed Proposition 218 Public Hearing Notices and supported legal counsel inquiries through the protest process and Public Hearing for numerous California communities, including Atwater itself.

Raftelis is the nation's largest independent water and wastewater financial consulting firm. Our California practice includes hundreds of rate, cost-of-service, and financial planning engagements, including recent work bringing agencies like Sacramento County Water Agency onto metered service and Proposition 218-aligned rate structures. Our team includes leading rate consultants alongside specialists in affordability, CIP planning, stakeholder engagement, demand forecasting, and elasticity analyses.

The following are key members of our proposed team for your project:

- Kevin Kostiuk, Project Director | 20 years in consulting, 12 focused on California water and wastewater rate setting.
- Theresa Jurotich, PE, PMP, Project Manager | 28 years' experience, prior work with the City, member of the American Water Works Association (AWWA) Rates and Charges Committee and Water Environment Federation (WEF) Utility Management Committee, Registered SEC Municipal Advisor Representative.
- Matt Wittern, APR, PMP, Strategic Communications Lead | 25+ years in stakeholder engagement, formerly Communications Manager at Denver Water.

Thank you for the opportunity to continue our partnership with the City of Atwater. Our team's qualifications, institutional knowledge, and commitment to the community position us to deliver a study that meets the City's goals and serve its ratepayers well. Please feel free to contact me or Theresa with any questions.

Sincerely,



**Kevin Kostiuk**  
*Project Director*

#### **Contact Information**

Kevin Kostiuk, Senior Manager  
1 North Calle Cesar Chavez, Suite 102  
Santa Barbara, CA 93103  
E: [kkostiuk@raftelis.com](mailto:kkostiuk@raftelis.com)  
P: 213.262.9309

Theresa Jurotich, Manager  
611 Wilshire Blvd, Suite 900  
Los Angeles, CA 90017  
E: [tjurotich@raftelis.com](mailto:tjurotich@raftelis.com)  
P: 206.707.9155

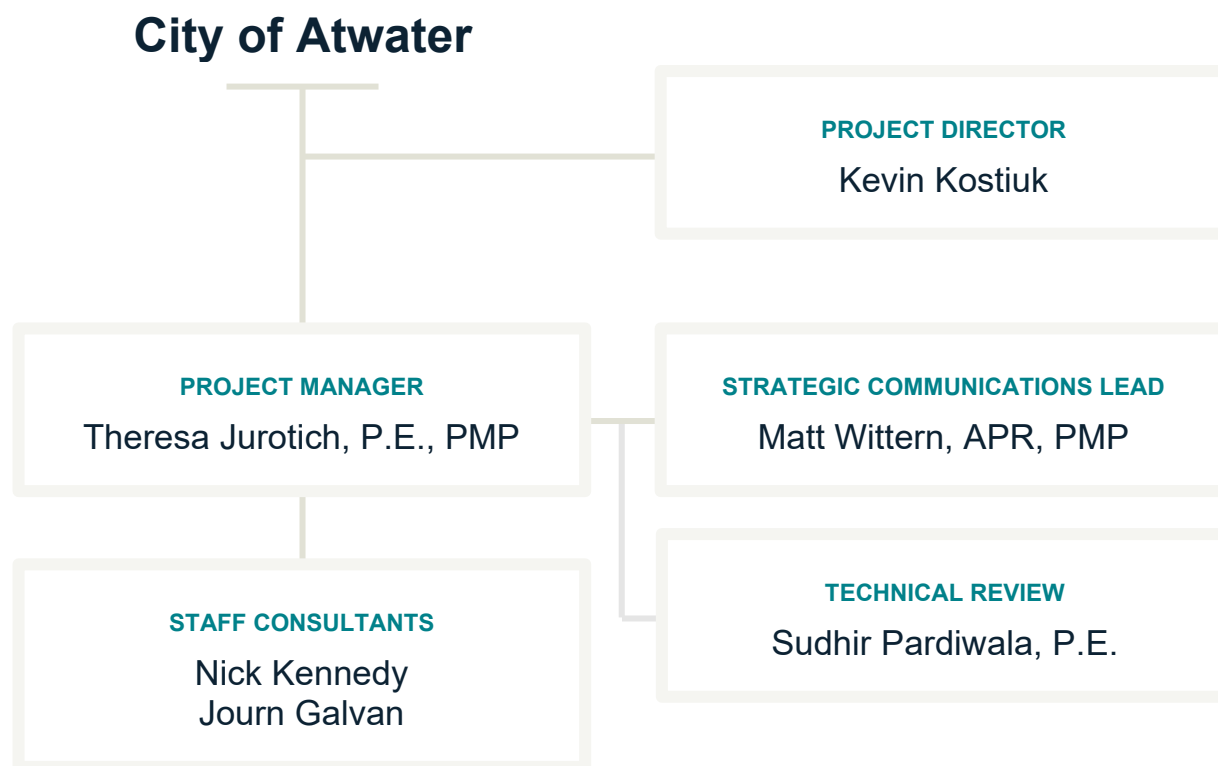
## RELEVANT EXPERTISE

# Project Team

**RAFTELIS HAS BEEN A TRUSTED PARTNER WITH THE CITY SINCE 2007. OUR PROPOSED PROJECT MANAGER HAS BEEN WORKING WITH THE CITY SINCE 2023 AND IS FAMILIAR WITH THE CITY'S PROGRESS TOWARDS METERING ALL WATER CUSTOMERS AND THE WATER AND SEWER BILLING DATA.**

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities. Our team is experienced working with multiple agencies on a single given project including but not limited to: Goleta Sanitary District and it's contributing agency Goleta West Sanitary District; supporting a water optimization study between Soquel Creek Water District and the City of Santa Cruz; Sustainable Groundwater Management Act (SGMA) work between the Borrego Water District and County of San Diego; and current study evaluating effluent management between the Cities of Reno and Sparks and Washoe County. We are familiar working with state and federal procedures including Proposition 218, SGMA, state efficiency standards, and alternative financing methods like SRF and WIFIA among others.

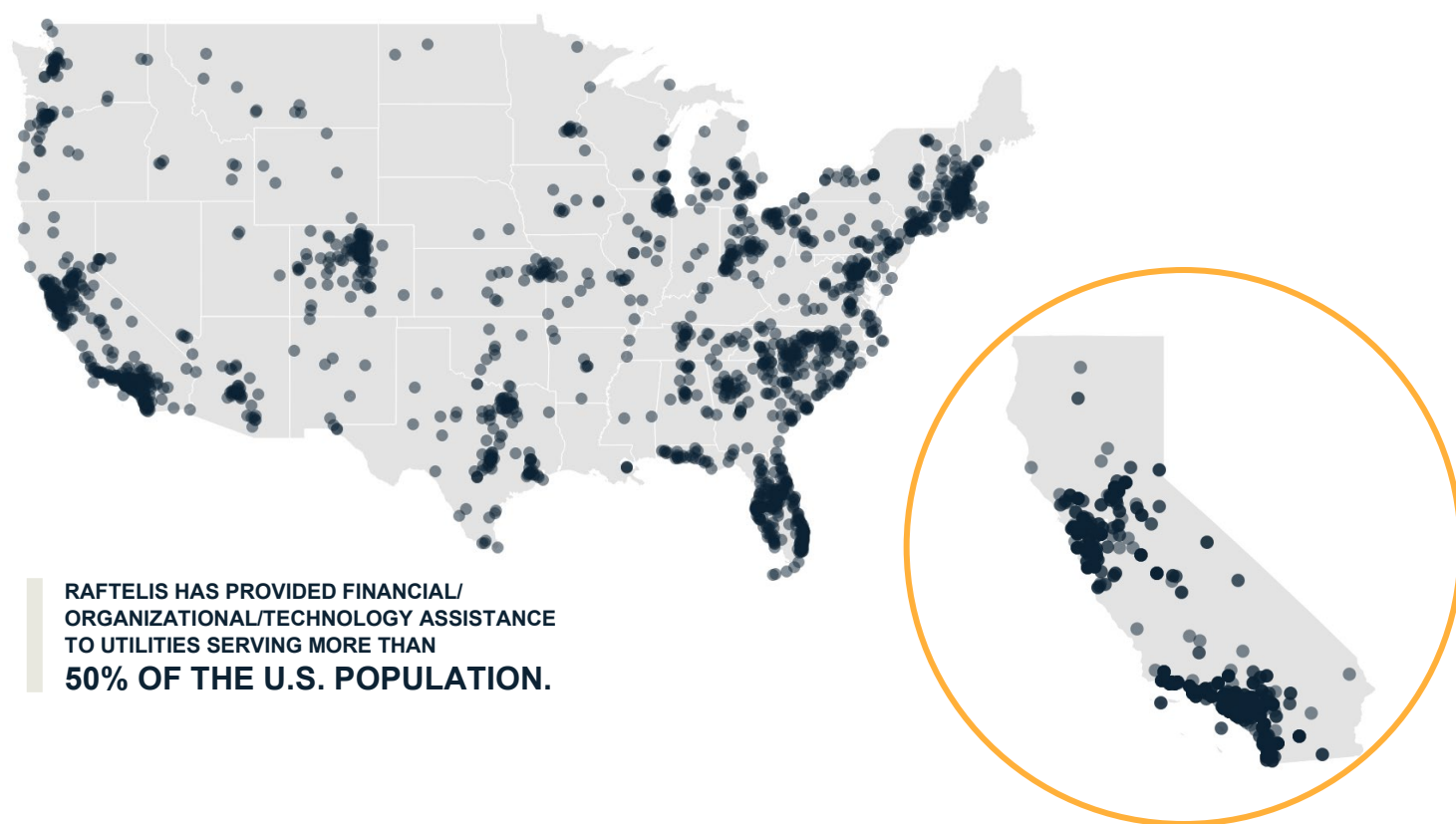
Here, we have included an organizational chart showing the structure of our project team. We have included resumes for each of our team members as well as a description of their role on the project in Appendix A.



# Experience

## RAFTELIS HAS THE MOST EXPERIENCED PUBLIC UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 2,000 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, we've worked on 1,400+ projects for 850+ clients in 46 states, the District of Columbia, and internationally. In addition, we have assisted over 350 utilities and local governments in California. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



### San Benito County Water District CA

**Reference:** Brett Miller, Assistant General Manager

30 Mansfield Rd. Hollister, CA 95024 / P: 831.637.8218 / E: [bmiller@sbcwd.ca.gov](mailto:bmiller@sbcwd.ca.gov)

Raftelis conducted a water rate study for San Benito County Water District's (District) Zone 6 charges. The District is the Groundwater Sustainability Agency for the county, owns two surface water treatment plants, and manages local and imported surface water, which is delivered to agricultural and M&I customers throughout the system. Working closely with the District, Raftelis developed a financial plan to support planned projects coming out of the water master plan. Raftelis also conducted a cost-of-service analysis to allocate costs to the different users of the system. Rates were approved in February 2023 for a 3-year period. In 2025, the District asked Raftelis to update the model and develop rates for the next three years. We reviewed the District's

Proposition 218 notices. Those rates were adopted in February 2026. Both studies came in on budget and were completed on time.

## City of Sonoma CA

**Reference:** Mike Berger, Public Works Director

No. 1 The Plaza, Sonoma, CA 95476 / P: 707.938.3332 / E: mberger@sonomacity.org

Raftelis conducted an updated water rate study for the City of Sonoma (City) in 2023. The City’s prior study was conducted in 2018. The study process involved a “top to bottom” reconsideration of key inputs to the water rates, including identifying key objectives for the rate study, reestablishing desired reserve funds and policies, incorporating results from a concurrent citywide cost allocation plan study, and careful consideration of appropriate water-related Capital Improvement Plan projects and project timing. Raftelis worked with City staff to determine an appropriate rate structure. Given the comprehensive level of considerations in this update and the historic interest in water rates in the community, frequent communication with City Council was critical. The water rate study included two presentations to the City Council to update them on the progress and to solicit comments as the study proceeded. Raftelis also designed the Proposition 218 notice. Rates were adopted in October 2023. The project was completed on budget and on time.

## City of Camarillo / Camarillo Sanitary District CA

**Reference:** Pam Townsend, Assistant Director of Finance

601 Carmen Drive, Camarillo, CA 93010 / P: 805.388.5358 / E: ptownsend@cityofcamarillo.org

Since 2011, the City of Camarillo (City) has engaged Raftelis to conduct two-year, comprehensive water and wastewater rate studies. The studies have included several annual reviews of the water and wastewater enterprises’ revenue requirements, a review of the City’s user classification and usage patterns, cost-of-service analyses, the development of water and wastewater connection fees, the design of water, wastewater, and recycled water rates, and the analysis of customer impacts, along with a rate survey of neighboring agencies. In 2017, Raftelis updated the wastewater cost-of-service analysis to simplify the wastewater rate structure for non-residential users and updated the rates for residential classifications. In 2021, Raftelis updated water cost-of-service analysis to incorporate the City’s new groundwater desalter. The water rate structure was updated from four tiers to three to reflect new water demand patterns and source of supply availability between three distinct sources of water. In 2022, Raftelis updated water and sewer capacity fees and has recently proposed a new 10-year financial plan to inform two years of rates. We continued to update the rates in 2024 and are currently working on the 2026 update. We developed the Proposition 218 notices and supported community outreach efforts. Recent projects have come in on budget and on schedule, and the current project is within budget.

## Diablo Water District CA

**Reference:** Dan Muelrath, General Manager

87 Carol Ln, Oakley, CA 94561 / P: 925.625.3798 / E: dmuelrath@diablowater.org

In 2024 – 2025, Raftelis conducted a water rate study for Diablo Water District (District). Several capital improvement program scenarios and associated funding options were modeled. The financial plan dashboard allowed for easily changing between the options. A cost-of-service analysis was performed on the selected financial plan and three rate alternative structures were presented for the Board’s consideration. The Board ultimately selected increasing the single family volumetric structure to expand to four tiers. The first tier was compressed to focus on efficient indoor use and target California efficiency standards. The top tier captured the top 10 percent of annual usage. Raftelis also prepared the bi-lingual Proposition 218 notice, posters for an open house, videos, and a frequently asked questions document. The project was completed on time and on budget.

One amendment was completed to cover additional requested work to develop drought rates without impact to the schedule.

## Ironhouse Sanitary District CA

**Reference:** Danea Gemmell, P.E., District Engineer

450 Walnut Meadows Dr, Oakley, CA 94561 / P: 925.809.3008 / E: Gemmell@isd.us.com

Raftelis created financial planning cashflow scenarios, a detailed cost-of-service analysis based on updated customer classifications, and a recommended update to its rate structure and rates for Ironhouse Sanitary District (ISD). In addition to developing three financial plan scenarios for the Board's consideration, Raftelis worked closely with staff to investigate all non-residential parcels, determine the businesses on those parcels, and develop updated customer classes and rate structure so that customers pay their fair share. Raftelis also examined density information by housing type so that residential classes could also be realigned. Raftelis reviewed the District's Proposition 218 notice. Rates were approved in May 2026. The project was completed on time with one budget amendment to conduct the deep dive into the billing data. Based on the success of this project and the close working relationship established between ISD and Raftelis, ISD has asked Raftelis to review and update its capacity fees.

## Soquel Creek Water District CA

**Reference:** Leslie Strohm, Finance and Business Services Manager

5180 Soquel Drive, Soquel, CA 95073 / P: 831.475.8501 ext 132 / E: leslies@soquelcreekwater.org

Soquel Creek Water District (District) provides potable water service to roughly 40,400 people through 15,800 connections in Santa Cruz County. The District relies solely on local groundwater to meet customer demand of approximately 2,600-acre-feet per year.

In September 2017, the District contracted with Raftelis to conduct a Rate Structure Evaluation Study (Study) to assess the feasibility of a CustomerSelect style rate structure. Goals of the evaluation include examining an alternative rate structure that will balance conservation among customers and revenue stability to the agency. The Study objectives included evaluating various pricing and policy objectives related to a CustomerSelect rate structure and developing a framework for modeling and implementing a CustomerSelect rate structure for residential users. Raftelis produced a report which presented the Study work and resulting decisions and recommendations. The project included numerous meetings with the District's Board of Directors as well as the District's Water Rates Advisory Committee (WRAC).

In 2018, Raftelis was contracted with the District to perform a cost of service and rate study to include development of tiered rates, CustomerSelect rates, and a long-term financial plan. Special considerations included financial sufficiency due to a long-term supplemental supply project; defensibility due to recent litigation and challenges to the District's past rates; and affordability for low volume and median water users whose essential water use maintains the District within the sustainable yield of the groundwater basin. Rates were presented at multiple Board meetings throughout 2018 with rates adopted in February 2019. Raftelis was again retained in 2023 for an updated cost of service and rate study. The project team worked through the WRAC to identify the most appropriate long-term financial plan, identify rate structure modifications, and consider the cost recovery of the District's new water supply and sea water intrusion barrier. Raftelis completed the most recent study adopting four years of additional rates in February 2024. The study included two open houses, a communications plan, and Proposition 218 notice development. The project finished on time and on budget.

## CALIFORNIA EXPERIENCE

This table lists the California utilities that Raftelis has assisted over the past five years on financial, rate, and/or management consulting projects.

| Client                                            | Affordability Analysis & Program Development | Debt Issuance Support | Dispute Resolution | Financial & Capital Improvements Planning | Rate Case Support | Rate Design | Risk Analysis | Cost of Service | Development/Impact Fee | Stormwater Utility Development | Organizational Optimizati | Water/Wastewater Utility Valuation |
|---------------------------------------------------|----------------------------------------------|-----------------------|--------------------|-------------------------------------------|-------------------|-------------|---------------|-----------------|------------------------|--------------------------------|---------------------------|------------------------------------|
| Alameda County Water District                     |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Anaheim, City of                                  |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Arroyo Grande, City of                            |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Atwater, City of                                  |                                              |                       |                    | ●                                         | ●                 | ●           |               | ●               |                        |                                |                           |                                    |
| Bakersfield, City of                              |                                              | ●                     |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Benicia, City of                                  |                                              |                       |                    |                                           |                   |             |               |                 | ●                      |                                |                           |                                    |
| Beverly Hills, City of                            |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                | ●                         |                                    |
| Borrego Water District                            |                                              |                       | ●                  | ●                                         |                   | ●           |               |                 |                        |                                |                           |                                    |
| Brea, City of                                     |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Brentwood (CA), City of                           |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| CAL FIRE/San Luis Obispo                          |                                              |                       |                    |                                           |                   |             |               | ●               |                        |                                |                           |                                    |
| Calleguas Municipal Water District                |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Camarillo, City of                                |                                              | ●                     |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Carlsbad Municipal Water District                 |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Casitas Municipal Water District                  |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Castaic Lake Water Agency                         |                                              |                       | ●                  | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Central Basin Municipal Water District            |                                              | ●                     |                    | ●                                         |                   |             | ●             | ●               |                        |                                |                           |                                    |
| Central Contra Costa Sanitary District            |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Channel Islands Beach Community Services District |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Chino Hills, City of                              |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Chino, City of                                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Chowchilla, City of                               |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Corona, City of                                   |                                              |                       |                    |                                           |                   | ●           |               |                 | ●                      |                                |                           |                                    |
| County of San Diego                               |                                              |                       |                    | ●                                         |                   |             |               | ●               |                        | ●                              |                           |                                    |
| Crescenta Valley Water District                   |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Cucamonga Valley Water District                   |                                              |                       |                    | ●                                         |                   | ●           |               |                 |                        |                                |                           |                                    |
| Del Mar Union School District                     |                                              | ●                     |                    |                                           |                   |             |               |                 |                        |                                |                           |                                    |
| Delta Diablo Sanitation District                  |                                              |                       |                    |                                           |                   |             |               |                 |                        |                                | ●                         |                                    |
| East Bay Municipal Utility District               |                                              |                       |                    | ●                                         |                   |             |               | ●               | ●                      |                                |                           |                                    |
| East Orange County Water District                 |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| East Valley Water District                        |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Eastern Municipal Water District                  |                                              |                       |                    | ●                                         |                   |             |               |                 |                        |                                |                           |                                    |
| El Toro Water District                            |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Elk Grove Water District                          | ●                                            |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Elsinore Valley Municipal Water District          |                                              |                       |                    | ●                                         |                   | ●           |               |                 | ●                      |                                |                           |                                    |
| Escondido, City of                                |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Galt, City of                                     |                                              | ●                     |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Glendora, City of                                 |                                              |                       |                    |                                           |                   | ●           |               |                 |                        |                                |                           |                                    |
| Goleta Water District                             |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Goleta West Sanitary District                     |                                              |                       | ●                  | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Helix Water District                              |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Henderson, City of                                |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Hollister, City of                                |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Holtville, City of                                |                                              |                       |                    | ●                                         |                   |             |               | ●               |                        |                                |                           |                                    |
| Huntington Beach, City of                         |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Imperial County                                   |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Inland Empire Utilities Agency                    |                                              |                       |                    | ●                                         |                   |             |               |                 |                        |                                |                           |                                    |
| Irvine Unified School District                    |                                              | ●                     |                    |                                           |                   |             |               |                 |                        |                                |                           |                                    |
| Jurupa Community Services District                |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Kern County Water Agency                          |                                              |                       |                    |                                           | ●                 |             |               |                 |                        |                                |                           |                                    |
| La Canada Irrigation District                     |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| La Habra Heights County Water District            |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |

| Client                                             | Affordability Analysis & Program Development | Debt Issuance Support | Dispute Resolution | Financial & Capital Improvements Planning | Rate Case Support | Rate Design | Risk Analysis | Cost of Service | Development/Impact Fees | Stormwater Utility Development | Organizational Optimization | Water/Wastewater Utility Valuation |
|----------------------------------------------------|----------------------------------------------|-----------------------|--------------------|-------------------------------------------|-------------------|-------------|---------------|-----------------|-------------------------|--------------------------------|-----------------------------|------------------------------------|
| Laguna Beach, City of                              |                                              |                       |                    | ●                                         |                   |             |               |                 |                         |                                |                             |                                    |
| Lake Valley Fire Protection District               |                                              |                       |                    | ●                                         |                   |             | ●             | ●               |                         |                                |                             |                                    |
| Las Virgenes Municipal Water District              |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Leucadia Wastewater District                       |                                              |                       |                    | ●                                         |                   | ●           |               |                 |                         |                                |                             |                                    |
| Livermore, City of                                 |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| Long Beach City of                                 | ●                                            | ●                     |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Los Alamos Community Services District             |                                              | ●                     |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| Los Angeles Department of Water and Power          |                                              |                       |                    |                                           |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Los Angeles, City of Bureau of Sanitation          |                                              |                       |                    |                                           | ●                 |             |               |                 |                         |                                |                             |                                    |
| Madera, City of                                    |                                              | ●                     |                    | ●                                         |                   |             |               |                 |                         |                                |                             |                                    |
| Mammoth Community Water District                   |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Marin Municipal Water District                     |                                              |                       |                    |                                           | ●                 |             |               |                 |                         |                                |                             |                                    |
| Merced, City of                                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| Mesa Water District                                |                                              |                       |                    | ●                                         |                   |             |               | ●               |                         |                                |                             |                                    |
| Metropolitan Water District of Southern California |                                              |                       | ●                  |                                           |                   |             |               |                 |                         |                                |                             |                                    |
| Modesto Irrigation District                        |                                              |                       |                    |                                           |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Mojave Water Agency                                |                                              |                       |                    | ●                                         |                   | ●           | ●             |                 |                         |                                |                             |                                    |
| Monterey County Water Resources Agency             |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Monterey, City of                                  |                                              | ●                     |                    | ●                                         |                   | ●           | ●             |                 |                         |                                |                             |                                    |
| Moulton Niguel Water District                      |                                              |                       |                    |                                           |                   |             |               |                 | ●                       |                                |                             |                                    |
| Municipal Water District of Orange County          |                                              |                       |                    |                                           | ●                 |             |               | ●               |                         |                                |                             |                                    |
| Napa Sanitation District                           |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Ojai Valley Sanitary District                      |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Olivenhain Municipal Water District                |                                              |                       |                    | ●                                         |                   | ●           | ●             |                 |                         |                                |                             |                                    |
| Ontario Municipal Utilities Company                |                                              |                       |                    |                                           |                   |             |               | ●               |                         |                                |                             |                                    |
| Ontario, City of                                   |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                         |                                |                             |                                    |
| Orange, City of                                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Palo Alto, City of                                 |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                         |                                |                             |                                    |
| Phelan Pinon Hills Community Services District     | ●                                            |                       |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| Placer County Water Agency                         |                                              |                       |                    |                                           | ●                 |             |               | ●               |                         |                                |                             |                                    |
| Pleasant Hill Recreation & Park District           |                                              |                       |                    | ●                                         |                   |             |               | ●               |                         |                                |                             |                                    |
| Pomona, City of                                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| Rainbow Municipal Water District                   |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                         |                                |                             |                                    |
| Ramona Municipal Water District                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Rancho California Water District                   |                                              |                       |                    |                                           |                   | ●           | ●             | ●               | ●                       |                                |                             |                                    |
| Redlands, City of                                  |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                       |                                |                             |                                    |
| Rincon del Diablo Municipal Water District         |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Riverside Public Utilities                         |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                       |                                |                             |                                    |
| Roseville, City of                                 |                                              | ●                     |                    | ●                                         |                   |             |               |                 | ●                       |                                |                             |                                    |
| Sacramento Regional County Sanitation District     |                                              |                       |                    |                                           |                   | ●           |               |                 |                         |                                |                             |                                    |
| Sacramento, City of                                |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| Salton Community Services District                 |                                              |                       |                    | ●                                         |                   |             |               | ●               |                         |                                |                             |                                    |
| San Bernardino Valley Municipal Water District     |                                              |                       |                    |                                           |                   | ●           |               |                 |                         |                                |                             |                                    |
| San Bernardino, County of                          |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                       |                                |                             |                                    |
| San Clemente, City of                              |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                         |                                |                             |                                    |
| San Diego, City of Public Utilities Department     |                                              | ●                     | ●                  | ●                                         |                   | ●           | ●             | ●               | ●                       |                                |                             |                                    |
| San Dieguito Water District                        |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                         |                                |                             |                                    |
| San Elijo Joint Powers Authority                   |                                              |                       |                    | ●                                         | ●                 | ●           | ●             | ●               | ●                       |                                |                             |                                    |

| Client                               | Affordability Analysis & Program Development | Debt Issuance Support | Dispute Resolution | Financial & Capital Improvements Planning | Rate Case Support | Rate Design | Risk Analysis | Cost of Service | Development/Impact Fee | Stormwater Utility Development | Organizational Optimizati | Water/Wastewater Utility Valuation |
|--------------------------------------|----------------------------------------------|-----------------------|--------------------|-------------------------------------------|-------------------|-------------|---------------|-----------------|------------------------|--------------------------------|---------------------------|------------------------------------|
| San Gabriel County Water District    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| San Gabriel, City of                 |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| San Jose, City of                    |                                              |                       |                    |                                           |                   |             |               | ●               |                        |                                |                           |                                    |
| San Juan Capistrano, City of         |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Santa Ana, City of                   |                                              |                       |                    |                                           |                   |             |               | ●               |                        |                                |                           |                                    |
| Santa Barbara, City of               |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Santa Clara Valley Water District    |                                              |                       | ●                  | ●                                         | ●                 |             |               |                 |                        |                                |                           |                                    |
| Santa Clarita Water District         |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Santa Cruz, City of                  |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Santa Fe Irrigation District         |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Santa Fe Springs, City of            |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Santa Margarita Water District       |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Santa Rosa, City Attorney's Office   |                                              |                       |                    |                                           |                   |             |               |                 | ●                      |                                |                           |                                    |
| Scotts Valley Water District         |                                              | ●                     |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Shafter, City of                     |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Shasta Lake, City of                 |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Sierra Madre, City of                | ●                                            |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Signal Hill, City of                 |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Simi Valley, City of                 |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Sonoma, City of                      |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| South Mesa Water Company             |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| South Pasadena, City of              |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| South San Francisco, City of         |                                              |                       |                    | ●                                         |                   |             |               | ●               |                        |                                |                           |                                    |
| Sunnyslope County Water District     |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Sweetwater Authority                 |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Temescal Valley Water District       |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Thousand Oaks, City of               |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Torrance, City of                    |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Trabuco Canyon Water District        |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Triunfo Sanitation District          |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Tustin, City of                      |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Union Sanitary District              |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Ventura Regional Sanitation District |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Ventura, City of                     | ●                                            | ●                     | ●                  | ●                                         | ●                 | ●           | ●             | ●               | ●                      |                                |                           |                                    |
| Vista, City of                       |                                              |                       |                    | ●                                         |                   | ●           |               |                 | ●                      |                                |                           |                                    |
| Walnut Valley Water District         |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Watsonville, City of                 | ●                                            |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| West Basin Municipal Water District  |                                              |                       |                    | ●                                         |                   | ●           | ●             | ●               |                        |                                |                           |                                    |
| Western Municipal Water District     |                                              |                       |                    | ●                                         |                   | ●           |               | ●               | ●                      |                                |                           |                                    |
| Yorba Linda Water District           |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |
| Zone 7 Water Agency                  |                                              |                       |                    | ●                                         |                   | ●           |               | ●               |                        |                                |                           |                                    |

## CONFLICT OF INTEREST

# Conflict of Interest

The firm does not have any conflicts of interest with this project.

## PROJECT ORGANIZATION AND TIMELINE

# Project Understanding

The City of Atwater seeks an expert consultant to assist in the completion of a water and sewer rate study. Given that customers have recently been placed on meters, the City is concerned about revenue stability under its current and potentially restructured water rates. Overall long-term stability and self-sufficiency of each enterprise are also of concern given the delay in implementing rate adjustments. More, the selected consultant must be able to evaluate the effects of multiple potential changes: operational cost changes with metering infrastructure; capital and operating cost changes with an expanded wastewater treatment facility; and increased water conservation. The sewer customer classifications should also be reviewed for potential consolidation.

Major elements of the study include:

### Financial Planning and Revenue Requirement Determination

- Five-to-ten-year financial plans and revenue requirement projections including all costs associated with each enterprise (water and sewer) such as annual operating costs, planned capital improvements and expansions, and that ensure water and sewer enterprise funds' financial sufficiency and stability, including the maintenance of the appropriate cash reserves
- Financial plan scenario analysis from impacts of increased water conservation and from all services being metered

### Cost-of-Service Analysis

- Water cost-of-service analysis using the cost allocation principles described in the American Water Works Association publication, Manual of Water Supply Practices M1, Principles of Water Rates, Fees, and Charges, 8th Edition (AWWA Manual M1)
- Wastewater cost-of-serve analysis using the cost allocation principles described in the Water Environment Federation publication, Manual of Practice No. 27, Financing and Charges for Wastewater Systems, 5th Edition (WEF Manual 27)
- Aligning cost allocations with the requirements of Proposition 218

### Rate Structure Design

- Review of the effectiveness of the City's existing water and sewer rate structures at achieving the City's financial objectives and cost recovery equity

### Comprehensive Report

- Comprehensive report that provides a detailed administrative record of the assumptions and analytics used to develop all proposed rates and charges

### Presentations

- Present results of financial plans and associated rates to City Council at three meetings including a public hearing.

### Public Outreach

- Support and participate in three community workshops

### Proposition 218 Support

- Design content and layout
- Assist City with printing and mailing based on city-provided mailing list

# Project Approach

The scope of work provided below is based on our experience conducting water and sewer rate studies for utilities throughout California and the United States. Unless noted otherwise, the Project Manager and Staff Consultants listed in our Project Team chart will complete each task. Further detail on staff members and level of support for each task is provided in our separate cost proposal.



## Task 1: Project Management

*This task sets the stage for efficient and effective project execution through understanding the City's perspectives and what you value in a successful project.*

### Client Communications

- Provide timely invoices, regular updates with the City's project manager, identify milestones and deliverables.

### Project Initiation Meeting

- Review scope of work.
- Provide data request in advance of the project kickoff meeting.
- Review and clarify data request items.
- Discuss financial policy objectives that may affect the study (e.g., reserve policies, debt coverage requirements, etc.).

### DELIVERABLES:

- Virtual kickoff meeting with City staff
- Meeting minutes
- Data request sent upon notice to proceed



## Task 2: Financial Plan Development

*This task lays the groundwork for creating a long-term financial roadmap to meet financial goals. This will assist the City with proactive planning of large capital projects, evaluating various funding options, and balancing those to minimize future revenue adjustments.*

### Analytical Procedures

- Analysis of annual and monthly billed water consumption and billed sewer discharges of each customer class as applicable.
- Calculation of winter average water consumption.
- Development of a comprehensive water and sewer demand forecast for use in the financial planning process.
- Conduct water conservation and volume sensitivity analysis to develop optimum sales projections scenarios.

### Separate Water and Sewer Financial Plans

- Create separate water and sewer financial plans for the study period from FYE 2027 – FYE 2037. The financial planning models will be developed using Microsoft Excel.

## Operating Cash Flows

- Forecast revenue under existing rates using the demand projections developed in this task and other miscellaneous revenues.
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, expansion capital (based on master plan results or other engineering reports), and existing and proposed debt service costs.

## Financial Plan Optimization

- Develop an ‘optimal’ capital financing strategy balancing a mix of cash and debt funding for projected capital projects while meeting reserve targets and debt service coverage requirements. Calculate annual rate revenue adjustments needed through the study period.
- Review existing reserve and debt capacity levels and recommend changes based on specific financial risks or upcoming large capital expenditures.

## MEETINGS:

- Up to two virtual meetings to review preliminary results with City staff – update financial planning scenarios based on feedback from City staff.

## DELIVERABLES:

- Water and sewer financial plans for the period FYE 2028 through FYE 2037
- Water and sewer revenue requirement for the period FYE 2028 through FYE 2032



### Task 3: Cost-of-Service Analysis

*The cost-of-service analysis will determine the amount of the FYE 2028 revenue requirement that must be recovered from each customer class based on their proportionate demands. We will use industry standard methodologies and our expertise to develop an equitable distribution of costs.*

## Water Utility

- **Test-Year Revenue Requirement** – Determine the test year revenue requirement based on the Task 2 financial planning process.
- **Cost Functionalization** – Assign test-year capital costs (cash financing and projected debt service), O&M expenses, and non-rate revenue offsets to appropriate functional categories. Assign the net book value or replacement cost of existing utility infrastructure to appropriate functional categories for the allocation of annual capital costs.
- **Allocation to Cost Causation Components** – Apportion test-year capital costs, O&M expenses, and non-rate revenue offsets to appropriate cost causation components.
- **Review Customer Classifications** – Review current customer classifications and demand patterns to determine the appropriateness of customer reclassifications, class consolidations, or new classifications.
- **Customer Class Units of Service** – Determine customer class units of service. Units of service include class average day demands, peak demands, number of bills and number of 3/4” meter equivalents.
- **Customer Class Cost-of-Service** – Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills, and equivalent meters. Compare the class cost of service to the revenue projected under existing rates. This comparison will show the percentage change in the classes based on the cost-of-service process.

## Sewer Utility

- **Test-Year Revenue Requirement** – Determine the test year revenue requirement based on the Task 2 financial planning process.
- **Cost Functionalization** – Assign test-year capital costs (cash financing and projected debt service), O&M expenses, and non-rate revenue offsets to appropriate functional categories. Apportion the net book value or replacement cost of existing utility infrastructure to appropriate functional categories for the allocation of annual capital costs.
- **Allocation to Cost Causation Components** – Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to appropriate demand parameters.
- **Review Customer Classifications** – Review current customer classifications and flow/strengths to determine if customer class refinements are warranted based on available data. Particular focus will be placed on customers charged special rates.
- **Customer Class Units of Service** – Determine customer class units of service. Units of service include class billable flows, infiltration and inflow contributions, strength, and customer costs.
- **Customer Class Cost-of-Service** – Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of flows and equivalent dwelling units. Compare the class cost of service to the revenue projected under existing rates. This comparison will show the percentage change in the classes based on the cost-of-service process.

## DELIVERABLES:

- Water customer class cost-of-service for FYE 2028
- Sewer customer class cost-of-service for FYE 2028



## Task 4: Water and Sewer Rate Design

*This task develops the structures and specific rates required to meet the pricing objectives of the utility and generate sufficient revenue recovery from each customer class based on the cost of service analysis and overall revenue requirement.*

## Review of Existing Rate Structures

- Update the current water and sewer rates with the test year revenue requirement increase. This serves as the baseline for comparison against other rate structures.

## Develop Rate Structure Alternatives

- Based on discussions with City staff, Raftelis may develop one alternative water rate structure and one alternative sewer rate structure to recover the cost-of-service determined in Task 3.
- Raftelis will review the existing water tiers and water use data to recommend alternative tiers.
- Raftelis will review the current sewer customer classes and rate structure and may recommend simplified and/or consolidated customer classifications and rates.
- Develop a bill impact table for each customer class that compares typical monthly bills under existing and proposed rate structures.

## MEETINGS:

- Up to two meetings with City staff to discuss rate design

## DELIVERABLES:

- Five-year schedule of rates for water and sewer



### Task 5: Study Reports and Council Presentations

*This task develops a report that details the methodology and analysis used to develop the financial plans and rates. This task also includes presenting the financial plans and draft rates, rates for Proposition 218 authorization, and presenting at the public hearing.*

#### Draft and Final Report

- Draft Report: Raftelis will prepare a draft report for City staff and City counsel's review.
- Final Report: Raftelis will incorporate one set of consolidated comments into a final report.

#### Council Presentations (Three In-Person)

- Prepare presentation materials for three council presentations.
- Incorporate City staff comments on presentations.
- Present study findings to City Council (up to three in-person meetings, including the public hearing).

## DELIVERABLES:

- Draft and final reports
- Presentations
- Final models (water and sewer)



### Task 6: Community Engagement and Workshop Facilitation

*This task addresses the critical need for the City to communicate the value of the services it provides. Well-crafted strategic communications can build trust, reputation, influence, and brand equity.*

Raftelis supported Atwater's 2024 open houses. We know which questions residents bring to a rate discussion and where the numbers create confusion. This study builds on that experience. Atwater's Strategic Plan commits the City to proactive, bilingual communication with residents and businesses. Our outreach plan delivers on both commitments.

#### Engagement Kickoff and Message Development

We begin with a structured kickoff session with City staff to confirm key audiences, review existing communication channels, and identify changes in the customer base since 2024. From there we develop a core message framework around the question residents will ask: why is my bill going up?

The answer must be specific and plain. The wastewater treatment plant expansion, aging infrastructure, debt service on the 2017 and 2018 wastewater bonds, and the cost of operating self-funded utilities are real drivers. Matt Wittern leads Raftelis's communications work on this project. He translates each driver into plain language and connects it to outcomes the community cares about: safe water and sewer service that does not fail.

#### Public Materials

We prepare the following for the City's use throughout the study:

- A plain-language FAQ covering what the study is, why it is happening now, how Atwater's utilities are funded, and what the key cost drivers are. Available in English and Spanish.
- Bill impact comparison tables by customer class, showing current and proposed monthly costs at typical usage levels.
- A one-page fact sheet for print and digital distribution. Available in English and Spanish.
- Content for the City's rate study webpage, consistent with the format used in 2024.
- We coordinate the format and timing of all materials with City staff before publication. The City retains editorial control over anything published under its name.

### Workshop Facilitation (Three In-Person)

Each workshop includes advance coordination with City staff on venue, date, time, and promotion; a pre-event rehearsal; a facilitated agenda with structured input opportunities and written feedback forms; bilingual facilitation support for Spanish-speaking attendees; and a written post-event summary report delivered within five business days.

We recommend the approach Atwater used in 2024: a weekday evening and a Saturday morning, with a third session timed to reach households unavailable for either.



### Workshop Sequencing

Workshop 1 takes place before the Proposition 218 notice mailing. When residents already understand why rates are changing, the notice is less alarming and generates fewer unnecessary protests. Workshops 2 and 3 fall within the 45-day noticing window, when property owners are actively deciding whether to submit a written protest. Workshop timing and protest volume are directly connected. We build the outreach schedule around that relationship.

### DELIVERABLES:

- FAQ (English and Spanish)
- Fact sheet (English and Spanish)
- Webpage content
- Three workshop facilitation packages with post-event summary reports



### Task 7: Proposition 218 Process Support

*The Proposition 218 notice reaches every property owner in Atwater's service area. It starts the 45-day clock (additional required if AB 2257 is invoked) and forms the legal foundation for rate adoption. Everything in this task supports that document and what follows it.*

### Notice Preparation

Raftelis drafts all notice content: the multi-year rate schedule, the basis for proposed adjustments, required disclosures under Proposition 218, AB 2257, and any supporting findings the City's legal counsel requires. We write for the actual reader, a property owner who has never thought about rate-setting methodology and does not need too. Key facts come first. What is changing. By how much. When. What they can do about it.

After City staff and legal counsel approve the content, we require four business days to design the notice into a press-ready PDF in English and Spanish. We start translation during the draft review process so both versions go through City staff and legal counsel review before we produce the final file. This proposal includes a single round of revisions for the designed piece; we require a single consolidated document of the City's requested design changes and three business days to incorporate them. Additional rounds of revisions require one business day to complete and will be billed at standard hourly rates.



## Mailing List and Printing

Proposition 218 notices must reach every property owner in the service area. In California, that list comes from County Assessor parcel records, the authoritative legal source for property ownership. The City of Atwater works directly with the Merced County Assessor's Office and carries the legal responsibility that comes with that relationship.

Any gap or error in the mailing list creates legal exposure for the City. Raftelis does not certify parcel ownership records. What we will do: review the billing data the City provides, compare it against parcel data, and flag any observed gaps or apparent duplicates to City staff in writing. The City retains full responsibility for all mailing list decisions and accuracy.

On printing: we supply a press-ready PDF in the specifications the City's printer requires and will join a coordination call with the City and its vendor to confirm the file and delivery timeline. Placing primary control of a time-critical, legally required process outside City staff creates handoff risk the City cannot afford at this stage and so the City must own the relationship with the vendor.

## Supplemental Public Communication Materials

Once the notice is mailed, the 45-day protest window opens and questions will come. City staff will field calls. Council members will hear from constituents. We prepare the City for that period with a supplemental FAQ for property owners (in English and Spanish) covering what the notice means, what a written protest is, how to submit one, and what happens at the public hearing; talking points for City staff fielding questions during the protest window; webpage content directing property owners to the FAQ and City contact information.

## Legal Counsel Support

Raftelis answers legal counsel questions throughout the Proposition 218 process, including questions about rate methodology, the cost-service nexus, and what the administrative record needs to contain. We provide supporting documentation as needed, formatted for the City Attorney's use. We have worked alongside legal counsel on Proposition 218 proceedings across California and know what the record must demonstrate.

## DELIVERABLES:

- Draft and final Proposition 218 notice (Word and press-ready PDF in English and Spanish)
- Supplemental FAQ for property owners (English and Spanish)
- Staff talking points for the 45-day window
- Webpage content for the noticing period
- Written protest tracking protocol



## Task 8: AB 2257 Support

*AB 2257 establishes an exhaustion of administrative remedies procedure. It was created to give a legislative body the right to discover and remedy concerns regarding Proposition 218 prior to litigation.*

AB 2257 is a process that runs alongside the Proposition 218 process and gives the public the right to submit legal objections to the rates. Objections are different from protests in the sense that objections specify a reason why the rates do not adhere to Proposition 218. A protest is simply a statement that one is against the rate increase and does not require a specific legal basis. If the City wishes to take advantage of the protections from AB 2257, the City (or City Attorney's office and/or special legal counsel) must validate objections, reply to all objections, and summarize the objections and responses at a council meeting so that Council can make an informed decision prior to rate adoption. Raftelis can help reply to simple objections in support of the City as part of this rate study. However, if many and/or substantive objections are received, requiring extensive effort to reply, Raftelis would request a contract amendment to cover the time to reply.

## ARTIFICIAL INTELLIGENCE

Raftelis uses artificial intelligence (AI) as a support tool, much like other software our teams rely on every day, to work more effectively and deliver high-value, insightful results for the clients we serve. We use a private and secure AI platform, built as a closed environment specifically for Raftelis so that your sensitive information never leaves our system, while giving our project teams instant access to our firmwide knowledge and expertise. By leveraging our AI platform, our consultants can reinvest the time they save into deeper analysis and closer collaboration with your staff. Our professionals remain the primary authors and reviewers of every deliverable, verifying all findings for accuracy and context. Our use of AI is a powerful step forward in providing our clients with thoughtful, higher-value work backed by leading technology and the trusted advice Raftelis' clients have relied on for decades.



# Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below, assuming a notice-to-proceed by the beginning of October 2026, timely receipt of necessary data, and the ability to schedule meetings as necessary. The public hearing is planned for May 24, 2027 and presumes notices are mailed 60 days in advance to accommodate responding to written objections submitted as part of the AB 2257 process, should the City opt to follow that option.

If the City elects to extend the project completion schedule beyond the initial timeframe, we will work with City staff to identify any necessary revisions to the project budget.

| TASKS                                             | Oct 2026    | Nov 2026 | Dec 2026 | Jan 2027 | Feb 2027 | Mar 2027 | Apr 2027 | May 2027 |
|---------------------------------------------------|-------------|----------|----------|----------|----------|----------|----------|----------|
| 1. Project Management                             | N<br>T<br>P |          |          |          |          |          |          |          |
| 2. Financial Plan Development                     |             |          |          |          |          |          |          |          |
| 3. Cost-of-Service Analysis                       |             |          |          |          |          |          |          |          |
| 4. Water and Sewer Rate Design                    |             |          |          |          |          |          |          |          |
| 5. Study Reports and Council Presentations        |             |          |          |          |          |          |          |          |
| 6. Community Engagement and Workshop Facilitation |             |          |          |          |          |          |          |          |
| 7. Proposition 218 Process Support                |             |          |          |          |          |          |          |          |

- In-person Meetings
- Web Meetings
- Deliverables
- Public Hearing
- Data/Reviews from City

## COST PROPOSAL

# Cost Proposal

Per instructions, the cost proposal is submitted as a separate, sealed document.

## CONTRACT

# Contract

We request that the City consider making the following modifications, shown in red below. Please contact us if you have any questions or concerns about these modifications.

### Sample Professional Services Agreement

**4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

~~During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.~~

### Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

**5.1 General Requirement.** Professional shall indemnify, defend with counsel ~~selected by reasonably acceptable~~ to the City, and hold harmless the City and its officials, officers, employees, ~~agents,~~ and volunteers from ~~and against any and~~ all losses, liability, claims, suits, actions, damages, and causes of action ~~arising out of~~ any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply ~~to any damages or claims for damages pursuant to the express provisions of this Section 5.1~~ whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration. ~~Professional shall have no obligation to indemnify City or any other indemnified~~

person against liability for claims by a third party for failure to comply with its obligations under Article XIII D of the California Constitution (Proposition 218).

**Section 9. Confidentiality.** Professional understands and agrees that, in the performance of services under this Agreement or in the contemplation thereof, Professional may have access to confidential information or other materials exempt from public disclosure, and that such information may contain sensitive or confidential data, the disclosure of which to third parties may be damaging to City (“Confidential Information”) or any third party. Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City, **unless disclosure is compelled by legal process.** If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization.

## **Section 10. KEEPING AND STATUS OF RECORDS.**

**10.1 Records Created as Part of Professional’s Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder **and are intended by Professional to be deliverables in the performance of the services** shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all **such** data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. **Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Professional of any of its intellectual property, know-how or trade secrets.**

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## REFERENCES

# References

We urge you to contact the references listed below to better understand our capabilities and the quality of service that we provide. All projects were completed on time and on budget.

## City of Ventura CA

Gina Dorrington, General Manager  
336 Sanjon Road, Ventura, CA 93001 / P: 805.677.4131 / E: gdorrington@cityofventura.ca.gov

## City of Watsonville CA

Danielle Green, Director of Public Works and Utilities  
320 Harvest Drive, Watsonville, CA 95076 / P: 831.768.3104 / E: danielle.green@watsonville.gov

## Sacramento County Water Agency CA

Camelia Radulescu, Chief Financial and Administrative Officer, Department of Water Resources  
827 7th Street, Room 301, Sacramento, CA 95814 / P: 916.874.3190 / E: radulescuc@saccounty.gov

APPENDIX A: RESUMES

# Appendix A: Resumes



# Kevin Kostiuik

## PROJECT DIRECTOR Senior Manager

### ROLE

Kevin will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

### PROFILE

Kevin has a background in environmental economics and policy and possesses extensive analytical skills. His expertise lies in water resources management, environmental economics, environmental policy, and federal water supply and flood control policy. Kevin is a past member of the American Water Works Association (AWWA) Young Professionals (YP). He has authored articles on potable reuse in Journal AWWA discussing the treatment, financing structures, and pricing of treated water at advanced purification treatment plants; an article on municipal water demand pattern changes during the California State-wide drought of 2012-2017; and an article on proactive financial planning in times of drought for California Society of Municipal Finance Officers (CSMFO) Magazine. Kevin has presented an evaluation of the conceptual CustomerSelect rate model for Soquel Creek Water District at the AWWA Utility Management Conference.

### KEY PROJECT EXPERIENCE

#### City of Hayward (CA): Water Rate Structures, Financial Planning, and Water Cost-of-Service

Raftelis assisted the City with reviewing water rate structures, financial planning, and water cost-of-service. The City serves an urban retail base with very low per capita demands and has a relatively large share of low-income customers. Raftelis assisted the City of Hayward (City) with a comprehensive water cost-of-service and rate study in 2021. Kevin served as the project manager for this engagement, which involved developing a 10-year financial plan, a two-year rate proposal, a water rate model, and a technical report (or administrative record). The City receives 100% of its water supply from the San Francisco Public Utilities Commission (SFPUC); the increasing costs of purchasing water from SFPUC is often unpredictable. The key drivers in the financial plan included developing a reserve policy which mitigated the risk of volatile SFPUC costs and minimizing the financial impact to customers to the greatest extent possible. Additionally, Raftelis recommended a simplified rate structure based on a detailed cost-of-service allocation. The proposed rate structure helped improve equity among customer classes, provided affordability for low water users, and enhanced customer understanding. The water rates were successfully approved and implemented by City Council.

#### City of Watsonville (CA): Water, Sewer, and Solid Waste Utility Rate Study

Kevin served as project manager for this study. The City of Watsonville (City) faced large capital reinvestment needs for regulatory purposes for the water utility and for end-of-life wastewater facilities. As it relates to the sewer utility, the study developed a new long-range financial plan to incorporate the timing and magnitude of treatment plant headworks and cogeneration facilities replacement. In identifying the optimal plan, Raftelis



#### Specialties

- Water & Drought rate design
- Water budget rate structures
- Utility cost-of-service
- Sustainable Groundwater Management Act
- Data analysis
- Environmental policy analysis

#### Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022); Senior Consultant (2014-2019); Consultant (2014-2015)
- Turner New Zealand, Inc.: Director of Operations (2009-2012); Accounting Manager (2007-2009)
- Lesley, Thomas, Schwarz & Postma, Inc.: Staff Accountant (2007)

#### Education

- Master of Environmental Management - Duke University (2014)
- Bachelor of Arts in Business-Economics & History - University of California, Santa Barbara (2006)

brought knowledge in alternative financing (e.g., SRF loans) to the process and worked closely with City public works staff, the finance department, and the City's municipal advisor. As part of the proposed rates, Raftelis updated the sewer utilities' cost-of-service analysis based on best available data from the CASA Flow and Loadings study and the City's own sampling data of industrial dischargers. Once rates were proposed to Council and notices authorized, Raftelis supported staff in an extensive outreach and messaging campaign. The campaign included the Proposition 218 notice, a dedicated rates webpage with comprehensive FAQs, a dedicated community rates webinar on Zoom, as well as supporting staff in their campaign at the local Farmers Market and wastewater treatment plant tours.

### **Sacramento County Water Agency (CA): Water Rate Study**

Kevin served as project manager for this water rate study, which was completed in 2024. The major objectives of the study included: development of a long-range financial plan and annual revenue adjustments to ensure financial sufficiency to fully recover costs of providing service to Zone 41; ensuring current and future debt coverage achieves minimum requirements and policy targets for Zone 40 and Zone 41; and calculation of water rates and customer bill impacts based on the results of the long-range financial plan. The proposed rates were developed using industry-standard methodologies and in conjunction with Sacramento County Water Agency staff and legal counsel to ensure that rates are fair, cost-justified, and aligned with California's Proposition 218 requirements.

### **City of Calistoga (CA): Water and wastewater cost-of-service and rate study**

Kevin served as project manager and completed a water and wastewater cost-of-service and rate study for the City of Calistoga (City) in 2023. Comprehensive ten-year financial plans were developed for each enterprise. Kevin provided three distinct scenarios for revenue increases for each utility as well as three alternative tiered rate structures for all customer classes in the water rate study. For the wastewater enterprise, a comprehensive cost of service analysis was performed to fairly apportion costs to residential and non-residential users, including specialized classes for the City's geothermal spa dischargers, industrial bottling works, and recycled water customers.

Water rate calculations entailed blended supply rates for different sources of water and class-specific cost allocations. Kevin developed three alternative drought rate structures for the City's evaluation. Additional tasks included a regional water and wastewater rate survey to benchmark the updated rates against neighboring agencies and developed bill impacts for each class of rates, as well as a calculation for combined bill impacts for customers with both water and wastewater connections. Public outreach efforts included presentation of the resulting rate structures to both City Council and in two community open houses and the development of the rate notice to customers. Five years of rate increases were adopted in December 2023 and implemented March 2024.

### **Crescenta Valley Water District (CA): Water and Sewer Financial Plan and Rate Study**

Kevin developed a combined water and sewer financial plan and rate model for the Crescenta Valley Water District (District) in 2016. The cost-of-service and rate study included several workshops with the District Board which culminated in structural changes to the District's existing water and sewer rate structures. In addition to the tiered water rate structure, which was ultimately adopted, Kevin developed a water budget rate model for evaluation by District staff and the District Board.

Prior to the cost-of-service and rate study, Kevin performed an economic analysis for the District to determine the feasibility of offsetting imported water supply with the production of local groundwater. Kevin created a customized model for the District to use under different scenarios of capital requirements, lease options, and contract lengths. As part of the study, he reviewed the District's prior consultant's work, determined internal

rate of returns, calculated the net present value of district savings, and determined the cost at which the District should lease water rights for groundwater production.

### **Soquel Creek Water District (CA): Financial Plan and Rate Study**

Kevin has been supporting the Soquel Creek Water District (District) since 2017, first as an analyst and now as project manager. Work has included evaluating a novel rate structure for its ratepayers and conducting several workshops with the District's citizen Water Rates Advisory Committee (WRAC) and Board of Directors to develop a policy framework for the rate structure and conduct pricing objectives exercises with both groups. In 2018 Raftelis contracted with the District for a long-term financing plan and rate study. Kevin served as the assistant project manager and oversaw the model creation for the financial plan, tiered rate model, and CustomerSelect rate model. The District adopted our recommended three years of rates in February 2019. Kevin was project manager for the most recent rate study in 2023. Raftelis worked again with the WRAC and developed a comprehensive communications and outreach plan, with dedicated utility open houses, rates webinars, and staff support for other in person outreach events. Four additional years of rates were adopted in February 2024.

### **City of Camarillo (CA): Rate Consulting Services**

Raftelis has provided rate consulting services to the City of Camarillo (City) for the past seven years with Kevin serving as lead analyst the past three years. In the current rate cycle Kevin serves as project manager. The City adopts rates on a two-year cycle and the most recent study included rebuilding long term financial plan models, revising the wastewater utility's rate structure, and performing a cost-of-service analysis for the sewer utility. Kevin has made presentations to the City Manager, City's Utility Committee, and City Council in consecutive years. Kevin successfully presented rates to City Council in December 2016, November 2017, and November 2018.

During the height of the most recent state-wide drought, the City contracted with Raftelis to evaluate emergency drought rates as a conservation and revenue recovery tool. Kevin adapted the existing financial plan model and developed multiple scenarios based upon the City's water supply condition stages. Kevin developed drought rates utilizing the City's financial plan at each stage and estimating water reductions. The rates were not adopted prior to the end of the state-wide drought however the drought tool is available for quick implementation should drought conditions return. Raftelis is currently contracted with the City for another two-year rate and capacity fee study for 2019 with Kevin as project manager.

### **City of Buena Ventura (Ventura): Financial Plan Study**

Raftelis developed long-range financial plans so that the water and wastewater utilities could be financially stable and save costs in the long run. Raftelis also assisted the City of Buena Ventura (City) with developing different water and wastewater rate alternatives with various scenarios based upon estimated water sales and capital improvement plan (CIP) funding. The study is being conducted with several meetings and input from stakeholders comprised of customers within the City. Raftelis educates the Water Commission on the basics of rates, cost allocations, and rate design to obtain their buy-in using the dashboards in the rate models that were developed. This allows us to demonstrate the impacts of various revenue adjustments on the long-term financial stability of the enterprises. As of May 2019 the studies are ongoing.

# Theresa Jurotich PE (KS, WA), PMP

## PROJECT MANAGER Manager

### ROLE

Theresa will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. She will also lead the consulting staff in conducting analyses and preparing deliverables for the project and serve as the main point of contact.

### PROFILE

Theresa has 28 years of experience in the water and wastewater industries and in the energy industry, split between traditional and alternative technologies. She is skilled in leading asset management projects, feasibility studies and economic analyses (including development of pro forma model inputs) for water and wastewater system capital improvement projects, as well as a variety of traditional and renewable energy technologies. Theresa routinely performs water and wastewater rate studies, including investigating alternative rate structures, conducting utility-basis evaluations of outside-city rates, and bond financing feasibility studies. Her Asset Management efforts include leading the development of asset management strategies, training users on how to collect asset data and use asset management tools, performing gap assessments, and designing likelihood and consequence of failure definitions and risk scoring protocols.

### SELECT RATE STUDY / FINANCIAL PROJECT EXPERIENCE

#### Ironhouse Sanitary District (CA): Wastewater Rate Study

Theresa managed ISD's wastewater financial plan, cost-of-service analysis, and rate structure update for the FYE 2027 – FYE 2031 timeframe. In addition to developing three financial plan scenarios for the Board's consideration, Raftelis worked with staff to investigate all non-residential parcels, determine the businesses on those parcels and develop updated customer classes and rate structure so that customers pay their fair share. Raftelis also examined density information by housing type so that residential classes could also be realigned.

#### Central Contra Costa Sanitary District (CA): Wastewater Rate Study

Theresa updated the wastewater rate model with the latest financial information to test whether or not the scheduled revenue adjustments were still sufficient to cover costs and meet reserve and coverage requirements. She also updated the model's design to simplify inputs and remove items that were no longer needed.

#### City of Atwater (CA): Water and Wastewater Rate Study

Theresa managed and performed the recent water and wastewater rate study for the City of Atwater. She built the financial plan and rate models for both enterprises. One area of concern was ensuring sufficient wastewater



#### Specialties

- Financial planning
- Cost-of-service and rate structure studies
- System development charge studies
- Asset management and risk assessment

#### Professional History

- Raftelis: Manager (2021 – Present)
- CDM Smith: Project Manager & Senior Consultant (2007 – 2021)
- Det Norske Veritas (formerly Global Energy Concepts): Engineer/ Consultant (2003 – 2007)
- Black & Veatch: Engineer/ Consultant (1996 – 2001)

#### Education

- Bachelor of Science in Mechanical Engineering – University of Missouri – Columbia (1996)
- Bachelor of Arts in English – University of Missouri – Columbia (1996)
- Master of Science in Science and Technology Studies – Virginia Polytechnic and State University (2003)

#### Certifications

- PE – Kansas
- PE – Washington
- PMP
- Series 50 Municipal Advisor Representative

#### Professional Memberships

- AWWA: Pacific Northwest Section
- WEF: Pacific Northwest Section
- Project Management Institute
- Institute of Asset Management
- American Society of Adaptation Professionals

revenues to cover existing debt coverage requirements. She presented results to the City Council. Follow-on work included system development fees and wholesale wastewater rates.

### **Big Bear Community Services District (CA): Water, Wastewater and Solid Waste Rate Study**

In 2024 – 2025, Theresa performed the water and wastewater portion of the rate study. She developed financial plans for water and wastewater to ensure the two enterprises were fully self-sufficient. She conducted the cost-of-service analysis to update the proposed rates.

### **Diablo Water District (CA): Water Rate Study**

In 2024 – 2025, Theresa conducted a water rate study for Diablo Water District. Several capital improvement program scenarios and associated funding options were modeled. The Dashboard allowed for easily changing between the options. A cost-of-service analysis was performed on the selected financial plan and three rate alternative structures were presented for the Board's consideration. The Board ultimately selected increasing the single family volumetric structure to expand to four tiers. The first tier was compressed to focus on efficient indoor use and target California efficiency standards. The top tier captured the top 10 percent of annual usage.

### **San Lorenzo Valley Water District (CA): Water and Wastewater Rate Study**

Theresa managed the water and wastewater cost-of-service rate study for the San Lorenzo Valley Water District (SLVWD). She and her team worked with SLVWD staff to develop and refine inputs. She presented a Rates 101 / rate structure objectives workshop for the SLVWD Board. Throughout the process, interim meetings were held with committees and the Board to get their input and/or direction. Rates were adopted in February 2024.

### **San Benito County Water District (CA): Water Rate Study**

From 2021 - 2023, Theresa managed a water rate study for San Benito County Water District (SBCWD). The SBCWD has a unique water system driven by allocations of purchased water, groundwater sources, and maintaining adequate water reserves in storage. The study developed a longer term financial plan to capture planned major capital improvements that will come from the pending water master plan, as well as updating the cost allocating methodology. Theresa also managed the 2026 rate study update.

### **City of Lincoln (CA): Water, Wastewater, and Solid Waste Rate Study**

Between 2022 – 2023 Theresa managed the water, wastewater, and solid waste rate study for Lincoln. She also lead the water and wastewater rate studies. Lincoln is facing significant capital programs and historic drawdowns on reserves, leading to the need for significant increase in rate-based revenue to cover costs, meet reserve targets, and continue providing the desired level of service. This project also included developing community outreach meeting content, an explainer video, and Proposition 218 notices.

### **Florin Resource Conservation District / Elk Grove Water District (CA): Water Rate Study**

Between 2022 – 2023 Theresa managed the water rate study for the District. She is also leading the analysis and update to the prior model. She makes presentations to a community advisory committee for their input on plans as well as to educate on the rate setting process and need for revenue adjustments. She also presents findings and recommendations to the Board.

### **City of Camarillo/ Camarillo Sanitation District (CA): Water and Wastewater Rate Study, Capacity Fees**

Raftelis performed a water and wastewater rate study for the City of Camarillo/ Camarillo Sanitation District. Theresa served as assistant project manager and performed the capacity fee updates for water and sewer.

### **Sunnyslope County Water District (CA): Water and Wastewater Rate Study**

From 2022-2024 Raftelis provided a financial plan, cost-of-service, and rate study for the District's water and sewer enterprises. Raftelis incorporated pass-through costs so that the District won't have to cover cost overruns if the water purchase costs are higher due to third-party rate increases. Raftelis is also performing an update to the water and wastewater system development charges. Theresa is the manager for both efforts.

### **City of Watsonville (CA): Water and Wastewater Rate Study**

Theresa conducted the technical review of the rate model.

### **Soquel Creek Water District (CA): Financial Plan and Rate Study**

Theresa conducted the technical review of the rate model.

### **Mesa Water District (CA): Water Rate Study**

Mesa Water District (District) prides itself on the fact that it is no longer dependent on imported water. For the District's FY23 – FY27 rate setting period, Theresa developed the financial plan, cost-of-service and rate setting model to support the District's update to its water and recycled water rates in a few months during a fast-paced rate study. She summarized the work in the nexus report.

### **City of Chino (CA): Water and Wastewater Rate Study**

Theresa is leading the water and wastewater rate study for the City of Chino. The major focus of the study is on reviewing all rates including recycled water and agreement-based rates for conformance with Proposition 218.

### **City of Brentwood (CA): Water and Wastewater Rate Study**

From 2022-2023 Raftelis provided a financial plan, cost-of-service, and rate study for the City's water and sewer enterprises. The City has groundwater quality issues that may impact the mix of water supply sources. Theresa finalized the water analysis, conducted the sewer analyses, and wrote the report.

## **PUBLICATIONS**

- *Manual of Water Supply Practices, M1: Principals of Water Charges, Rates, and Fees*, American Water Works Association, Eighth Edition, 2025
- *Manual of Practice No. 27: Financing and Charges for Wastewater Systems*, Water Environment Federation, Fifth Edition, 2025
- *Manual of Water Supply Practices, M1: Principals of Water Charges, Rates, and Fees*, American Water Works Association, Seventh Edition, 2017
- *Manual of Practice No. 27: Financing and Charges for Wastewater Systems*, Water Environment Federation, Fourth Edition, 2018

## **PRESENTATIONS**

- "Financial Sustainability & AWWA's Certification Program", PNWS-AWWA Utility Management Committee, Annual Training, 2026
- "WEF Financing and Charges for Wastewater System, Manual of Practice No. 27, Fifth Edition", WEF webinar, 2025
- "Getting Started with Asset Management", California Water Environment Association, 2019
- "Don't Get Behind! Keep Up With Your Revenue Needs," California-Nevada Regional AWWA Conference, Spring 2013
- "Developing Water Tariffs for a Sustainable Future," Utility Management Conference, 2012

## Matt Wittern APR, PMP

### STRATEGIC COMMUNICATIONS LEAD Manager

#### ROLE

Matt will provide services for strategic communications and stakeholder engagement for the project.

#### PROFILE

Matt has a 25+ year public relations career serving clients and customers in the local government, public utility, engineering, and construction sectors. He excels at designing and implementing strategic communications campaigns that incorporate stakeholder input to inform, advocate and achieve behavior change. His specialty is successfully translating complex subjects and concepts into messages that are easily understood by target audiences. At Raftelis he manages strategic communications planning and implementation, as well as stakeholder engagement initiatives. Prior to joining Raftelis, Matt managed a variety of public affairs efforts at Denver Water, which included designing the public engagement and public information strategies for nearly a billion dollars' worth of infrastructure projects, spearheading the public process for the utility's policy decision regarding Community Water Fluoridation, and leading the development of processes to gain stakeholder support for preventative maintenance on critical infrastructure. Matt's work has earned prestigious Gold Pick Awards from the Colorado Chapter of PRSA and SAVVY Awards from 3CMA.

#### KEY PROJECT EXPERIENCE

##### Madera County (CA): Solid Waste Management Study Stakeholder Engagement and Communications

Matt served as lead strategist and facilitator for this solid waste management study in 2023. There were significant challenges, as a highly vocal and organized group in the east part of Madera County had sued the government about past solid waste management practices. Using stakeholder engagement techniques, Matt and the team at Raftelis brought all stakeholders to the table for discussions on what the best solution would be for them – providing value for the dollar, while also conforming to new more stringent state regulations. The study also benefitted from strong key messaging and use of myriad county-owned publications and earned media coverage. In the end, Raftelis was able to show where input from stakeholders greatly influenced the recommendations of the study, which was adopted by the County Board of Supervisors.

##### Tuolumne Utilities District (CA): Stakeholder Engagement and Proposition 218 Compliance

Matt was the project manager on an engagement to build stakeholder awareness of and support for the District's efforts to acquire its own water rights. The rights – some dating back to the Gold Rush era – are owned by power provider PG&E. While PG&E was offering the rights and associated water collection infrastructure at a



#### Specialties

- Strategic communication planning
- Stakeholder engagement
- Public involvement
- Community outreach
- Primary & secondary research
- Expert positioning
- Media relations
- Social media
- Art direction
- Reputation management
- Coalition building
- Advocacy campaigns

#### Professional History

- Raftelis: Manager (2023-present); Senior Consultant (2019-2022)
- Denver Water: Senior Community Relations Specialist/Communications Manager (2015-2019)
- Communication Infrastructure Group: Counselor (2006-2015)
- CollegeInvest: Marketing Communications Manager (2005-2006)
- Transportation Expansion (T-REX) Project: Community Relations Manager (2002-2005)
- LawsComm: Client Service Coordinator (1998-2002)

#### Education

- Bachelor of Arts in Technical Journalism (Public Relations) - Colorado State University (1999)

#### Professional Memberships

- Public Relations Society of America: Accredited in Public Relations (APR)
- Project Management Institute - Project Management Professional (PMP)
- International Association of Public Participation (IAP2) - Certified in Public Participation
- WEF
- AWWA

good price, the acquisition would require customer water rates to increase. Starting with in-depth interviews of community leaders and individuals who were skeptical of the acquisition, Raftelis designed a multi-pronged campaign designed to create a fact-based community conversation about the opportunity and anticipated bill impacts. As the community became more aware, sentiments from one-on-one conversations and coverage in local media started to change. Unfortunately, just as the District sent out a Proposition 218 notice to cement its legal ability to close the deal, leadership at PG&E changed and the utility pulled out of the deal. The campaign is on indefinite hold until PG&E returns to the negotiating table.

### **City of Port Hueneme (CA): Water Rate Change Stakeholder Engagement and Communications**

A rate study had not been performed for some time for this small coastal city, and the City Council stressed that affordability was a key factor for their approval. They also stressed the importance of transparency, especially as it related to ensuring the community's significant population of individuals for whom English was not their primary language. As the strategic communications project coordinator, Matt conducted public outreach efforts for the City of Port Hueneme (City) that included the development of an infographic that explains the City's rate structure changes, the development of a Proposition 218 notice, and facilitation of three public workshops to explain the changes. All materials were translated into Spanish-language versions to enable communication across a potential language barrier. Raftelis' recommended rates were subsequently adopted by City Council.

### **Montecito Water District (CA): Water Rate Change Communications**

This coastal community faced the opportunity to reduce its reliance on surface water sources that are becoming less and less certain due to the effects of climate change and drought. Their solution was to switch over to a guaranteed source using a state-of-the-art desalination plant. This change modified the cost structure paid by customers, but also came with benefits that were not obvious at first glance. Matt managed the implementation of a strategic communications plan that included development of a variety of communication tools and pieces that effectively made the case for why the changes planned will provide long-term community benefits. Raftelis' recommended changes were subsequently adopted by the board of directors, who also voiced appreciation for the communications and outreach performed in the months leading up to their vote.

### **Cucamonga Valley Water District (CA): Water Rate Change Communications**

The Cucamonga Valley Water District (CVWD), in California's Inland Empire, was updating its rates and fees to account for a modified pass-through fee for State Water Project water, along with aligning its tiered rate structure to more closely follow the varied costs of different sources of water. In addition, CVWD's financial plan and Capital Investment Plan called for infrastructure upgrades to its aging water infrastructure before costly breaks and outages became more common. Matt coordinated the implementation of a strategic communications and outreach plan that included communication tools such as bill stuffers, FAQs, a fact sheet/infographic, and Proposition 218 notice. Misinformation about the proposed rate increase was quickly rebutted and the board of directors unanimously approved Raftelis' rate recommendation in 2021.

### **Crestview-Lake Arrowhead Water Agency (CA): Proposition 218 Compliance**

Crestview-Lake Arrowhead Water Agency (CLAWA) had not had a rate increase in 26 years and needed to ensure compliance with California's Proposition 218 requirements. CLAWA sought specialized assistance communicating the purpose and need for rate increases to customers on a strict implementation timeline. Matt provided strategic communications assistance, including guidance on messaging strategy and tactics, resulting in a successful adoption of the recommended rate adjustment.

## **City of Santa Cruz (CA): Water Rate Change Stakeholder Engagement and Communications, Proposition 218 Compliance**

Residents of this popular tourist destination are some of the most water wise in the entire country, and pride themselves on their low per-capita water usage. Raftelis was engaged to perform a detailed water rates study that included a concurrent public involvement component. Over a period of 18 months – and made more difficult by the COVID-19 pandemic – Matt and colleagues at Raftelis provided strategic communications counsel and facilitated stakeholder outreach and engagement activities that informed the rate study process. This process included development of an online engagement community from scratch, multiple community presentations and strategic communication tools. Further, Matt led development and provided art direction on the Proposition 218 Notice, which is a legal requirement before City Council votes to adopt rate change recommendations.

## **City of Newport Beach (CA): Water Rate Change Communications and Proposition 218 Notice**

The City of Newport Beach (City) Utilities Division provides water service to more than 86,000 people over 50 square miles. A high-income community composed of primarily single-family residential properties, there was significant resistance to past water rate increases. For the past four years, City Council declined to increase rates, but with costs such as purchasing supplemental water rising by 75% in recent years, the time had come for action. Matt was on the Raftelis team charged with developing a comprehensive strategic communications plan, messages and communications tools, including a Proposition 218 notice. The effort communicated the great need for infrastructure improvements to ensure continued delivery of high-quality drinking water and water for fire protection. City Council voted to increase rates at the end of 2019.

## **PRESENTATIONS**

- “Strategic Communications Bootcamp” 2023 Raftelis Performance Academy
- “Building Support For That Thing You Want to Do” 2023 City/County Communications and Marketing Annual Conference
- “Building Support For That Thing You Want to Do” 2023 NACWA StratCom Conference
- Panelist, 2023 NACWA Winter Conference
- “Developing Water Conservation Communication Campaigns That Aren’t All Wet” 2022 North Texas Water Conservation Symposium
- “Is This Working? Determining Utility Communications Success” 2022 NACWA Strategic Communications H2O Workshop
- “Internal Communications: How to Effectively Talk with Your Own Employees” 2022 NACWA Strategic Communications H2O Workshop
- “Building Support for Water Rate Increases” AZ Water Association 2022 Annual Conference
- “Building Support for Water Rate Increases” Colorado Municipal League 2021 Annual Conference
- “Biosolids Communication Toolkit Workshop” Water Environment Federation
- “Re-imagining Engagement: Harvesting what we’ve learned about virtual public engagement for the future” ACE ’21 Annual Conference
- “Re-imagining Engagement: Harvesting what we’ve learned about virtual public engagement for the future” Arizona Water Association 2021 Annual Conference
- “It’s Human Nature: Using Social Science to Enhance Your Communications,” RMSAWWA/RMWEA, 2020

## **PUBLICATIONS**

- “Protecting Against Water Rate Challenges With the Equivalent of Bear Spray”, Article, Journal AWWA, 2022 (Earned award at ACE)
- “Leverage Social Media in Times of Crisis”, Article, Journal AWWA, 2020

# Sudhir Pardiwala PE (CA)

## TECHNICAL REVIEW Senior Principal

### ROLE

Sudhir will provide oversight for the project ensuring it meets both Raftelis and industry standards.

### PROFILE

Sudhir has 45 years of experience in financial studies and engineering. He has extensive expertise in water and wastewater utility financial and revenue planning, valuation, and assessment engineering. He has conducted numerous water, wastewater, stormwater, and reclaimed water rate studies involving conservation, drought management, risk analysis, as well as system development fee studies, and has developed computerized models for these financial evaluations. Sudhir has assisted public agencies in reviewing and obtaining alternate sources of funding for capital improvements, including low-interest state and federal loans and grants. He has assisted several utilities with State Revolving Fund and Water Reclamation Bond loans. Sudhir authored the chapter on reclaimed water rates in the *Manual of Practice No. 27, Financing and Charges for Wastewater Systems*, published by the Water Environment Federation (WEF). He also authored a chapter entitled, "Recycled Water Rates," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*. Sudhir was vice-chairman of the California-Nevada AWWA Business Management Division and Chairman of the Financial Management Committee.

### KEY PROJECT EXPERIENCE

#### City of Vallejo (CA): Water Financial Plan and Rate Study

The City of Vallejo (City) engaged Raftelis to develop a financial plan for the water utility to ensure that the City would not be in technical default of its bond covenants after another consultant had completed a rate study. In short order, Raftelis prepared a Financial Plan to help the City tide over the immediate crisis and assisted with developing a Proposition 218 notice and with mailing it to over 42,000 customers and properties. Subsequently, the City again engaged Raftelis in a competitive proposal process to conduct a cost-of-service and rate study. The City has multiple service areas and financial plan and rates were determined for each area. Raftelis redefined the tiers based on the water usage patterns in the City single family class and developed uniform rates by customer class for multi-family, non-residential, raw water and construction classes. Raftelis made several presentations to a Utility Advisory Committee and supported staff in workshops with City Council. The City Council accepted our report and Raftelis assisted in drafting the Proposition 218 notice and mailing it. Raftelis also calculated rates for contract customers American Canyon and Travis Air Force Base schools.



#### Specialties

- Cost-of-service rate studies
- Conservation & drought management studies
- Economic analyses
- Water & wastewater utility cost accounting
- Valuation
- Financial & revenue planning
- Assessment engineering
- Reviewing/obtaining capital improvement funding
- Computer modeling

#### Professional History

- Raftelis: Senior Principal (2025-present); Executive Vice President (2013-present); Vice President (2004-2013)
- Black & Veatch: Principal Consultant (1997-2004)
- MWH: Principal Engineer (1985-1997)
- CF Braun: Senior Engineer (1979-1985)
- PFR Engineering Systems: Research Engineer (1977-1979)

#### Education

- Master of Business Administration - University of California, Los Angeles (1982)
- Master of Science in Chemical Engineering - Arizona State University (1976)
- Bachelor of Science in Chemical Engineering - Indian Institute of Technology, Bombay (1974)

#### Certifications

- Series 50 Municipal Advisor Representative

#### Professional Registrations

- Registered Professional Engineer, California: Civil (1988); Chemical (1981)

#### Professional Memberships

- AWWA
- WEF
- California Municipal Finance Officers Association

### **City of Ontario (CA): Water, Wastewater and Solid Waste Rate Study**

Sudhir served as project manager on multiple water, wastewater and solid waste rate studies. The study included a comprehensive review of the City of Ontario's (City) revenue requirements and allocation methodology, review of user classifications, a cost-of-service analysis, and rate design for City users.

Raftelis designed tiered water rates, recycled rates and wastewater rates considering Inland Empire Utilities Agency (IEUA) rates. Solid waste rates were designed to recover costs. Raftelis provided the City with a model that is used for planning purposes by the City. The City has engaged Raftelis multiple times to update these rates, optimize water sources to minimize costs.

### **City of Redlands (CA): Impact Fee Study, Non-Potable Water Fee Study, Rocky MWC, Valuation and Lease Study, Bi-Annual Rate Updates, Reclaimed Water Funding, Water and Wastewater Rate Study**

Sudhir has managed several financial projects for the City of Redlands (City) including water, wastewater and reclaimed water projects. The studies were conducted with extensive stakeholder input and multiple meetings with a Utilities Advisory Commission composed of local residents, businesses, and other interested parties. The first rate studies involved significant rate adjustments as well as rate structure adjustments to ensure financial stability, meet debt coverage and regulatory requirements. The analysis included calculation of outside-City charges and impact fees. The City received user-friendly working rate models for future updates. Sudhir assisted the City with State Revolving Fund loans for reclaimed water and potable water. He helped them find grants for the reclaimed water project and water treatment plant upgrade. He has been assisting the City biennially with their water, wastewater and recycled water rates.

### **City of Palo Alto (CA): Water Rate Study**

Sudhir was project manager for a study for the City of Palo Alto (City) to determine the cost-of-service rates consistent with Proposition 218. The study involved review of fire service charges, booster pumping rates, strict adherence to cost-of-service principles. The study was conducted with the participation of a citizens' advisory committee. Raftelis developed a user-friendly rate model, provided City staff training on use of the model. The proposed rates were implemented July 1, 2012. Raftelis assisted The City with an update developing conservation rates with the State mandated reductions in usage.

### **Olivenhain Municipal Water District (CA): Water and Wastewater Financial Planning Studies and Recycled Water Rate Study and Capacity Fee Studies**

Sudhir assisted the Olivenhain Municipal Water District (District) in conducting a water financial plan study and a recycled water rate study to determine the recycled water rates charged to customers. The water financial planning model was developed to assist the District in evaluating different financing alternatives to minimize rate impacts and ensure financial stability. The water model was effectively used in Board meetings and presentations to evaluate the impacts of various scenarios. Additionally, Raftelis calculated drought/conservation rates for different stages of cutbacks. The recycled water rate study was conducted to determine the recycled water rates charged to customers given that the District obtains recycled water from four different sources: the City of San Diego, Vallecitos Water District, Rancho Santa Fe Community Services District, and the 4S Regional Recycled Water System. The existing agreements defined the costs of different sources of recycled water to the District. To address all of those issues and concerns, Raftelis developed a recycled water financial and rate model to determine the costs of providing service and the required revenue to be collected from customers. In addition, the model is built to evaluate when the District is able to take over the 4S Regional Recycled Water System, as stated in the agreement with the developer.

### **City of Sacramento (CA): Wastewater Rate Study**

Sudhir managed a wastewater rate study to examine the charges associated with different types of residential and non-residential customers. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of City's user classification, a cost-of-service analysis, and rate design for City users. Sacramento is one of the few large Cities in the State that does not meter residential and a significant number of non-residential customers. The strength and flow allocation to these customers was revised. The resultant rates were fair and equitable and met the fiscal needs of the City's wastewater utility in the context of the City's overall policy objectives and were designed for simplicity of administration, cost effective implementation and ease of communication to customers. Subsequently, Sudhir also completed water, wastewater and stormwater rate structuring studies for the City.

### **Ventura County Water and Sanitation Department (CA): Water Cost-of-Service and Rate Study**

Ventura County Water and Sanitation District engaged Raftelis to conduct a comprehensive water cost-of-service and rate study for four of the County's Water Districts. Sudhir directed a comprehensive review of each District's revenue requirements and customer classifications and led the development of a rate model containing a cost-of-service analysis and rate design. Sudhir and his team helped identify a rate structure and rates which were simplified, ensured sufficient revenue for operational and capital expenses and reserve requirements for each District and were defensible under California's rate setting regulations, such as Proposition 218. Sudhir ensured the results met each District's objectives and included the feedback of the District Citizens Advisory Committee. Sudhir helped coordinate the development of online bill calculators to help customers estimate the impacts of proposed changes. Sudhir also directed a thorough review of the District's connection fees, miscellaneous fees, and rules and regulations and provided recommendations for improvements to meet best practices and improve operations.

### **City of Ventura (CA): Water, Wastewater, and Recycled Water Cost-of-Service and Rate Study**

Sudhir served as project manager for a water, wastewater, and recycled water cost-of-service and rate study for the City of Ventura (City). At the time, the City was under a cease-and-desist order that required the City to carry out improvements estimated at more than \$55 million, and which the City wanted to start funding to mitigate impacts. The goal of the study was to develop conservation-oriented rates consistent with cost-of-service to recover adequate revenues to pay for necessary capital improvements, meet debt service coverage requirements, as well as maintaining sufficient reserve requirements. The study included a comprehensive review of the City's revenue requirements and allocation methodology, review of the City's user classification, usage patterns, a cost-of-service analysis, and rate design for City users. Raftelis developed long-range financial plans so that the water and wastewater utilities could be financially stable and save costs in the long run. We also assisted the City with developing different water and wastewater rate alternatives with various scenarios as well as calculating outside-city rates. The study was conducted with several meetings and input from stakeholders comprised of customers within the City. Raftelis educated the Citizen Advisory Committee on the basics of rates, cost allocations, and rate design to obtain their buy-in through the use of the dashboards in the rate models we developed for them to demonstrate the impacts of various revenue adjustments on the long-term financial stability of the enterprises.

### **City and County of San Francisco (CA): Water, Wastewater Rate Study and Stormwater Incentives For Low Impact Development**

The City and County of San Francisco (City) conducts water, wastewater and stormwater studies every five years to ensure that charges are consistent with cost-of-service and conforms with the City's Propositions. Sudhir served as project manager for two cycles of rate studies for the City. The City has a combined wastewater and stormwater system and costs for stormwater are integrated with wastewater. The City was engaging in a multi-billion dollar capital improvement program that would have significant impact on rates. The City has unique microclimates and Raftelis analyzed the water usage characteristics of single family and multi-family users to develop a rate structure that would provide incentives for conservation. Raftelis evaluated

incentives to encourage low impact development, reviewed stormwater practices to provide credits for best management practices to reduce stormwater generation. Raftelis performed an overhead cost allocation study consistent with federal requirements of OMB Circular A-87 to assign costs appropriately to different departments in order to obtain federal reimbursement for projects that are eligible for federal assistance.

# Nick Kennedy

## STAFF CONSULTANT Consultant

### ROLE

Nick will work at the direction of Theresa in conducting analyses and preparing deliverables for the project.

### PROFILE

Nick is a Consultant located in Los Angeles, CA. He has completed various water, wastewater, and recycled water rates studies in his time at the firm. Nick has a professional background in sustainable community development and data analysis. He holds a BS in Environmental Economics with a focus in Business Sustainability from Ohio State University.

### KEY PROJECT EXPERIENCE

#### City of Fontana (CA): Wastewater Financial Plan and Rate Study

Raftelis developed a comprehensive wastewater financial plan and rate study for the City of Fontana to ensure the long-term financial sustainability of its wastewater utility, fund ongoing operations and maintenance, support future capital improvements, and maintain appropriate reserve levels while complying with California Proposition 218 requirements. The study evaluated current and projected revenues, expenses, capital needs, debt obligations, and reserve targets, and determined that existing rates are insufficient to sustain the utility over the planning period. Based on the analysis, Raftelis recommended a five-year schedule of wastewater rate adjustments and a simplified, uniform collection rate structure to provide equitable cost recovery and maintain reliable wastewater service for customers.

#### City of Hollister (CA): Wastewater Rate Study

The City of Hollister (City) engaged Raftelis in 2021 to conduct a comprehensive water and wastewater cost-of-service and rate study as well as a capacity fee study for the water and wastewater utilities. Nick served as an associate consultant on the project and was the lead analyst for the wastewater cost-of-service, rate study, and capacity fee study. The rate study required Raftelis to develop wastewater rates that would keep reserves in a healthy position while still providing fair and equitable rates to wastewater customers.

#### Padre Dam Municipal Water District (CA): Water, Recycled, and Wastewater Rate Study

Padre Dam Municipal Water District (PDMWD) engaged Raftelis in 2021 to complete a comprehensive cost of service and rate study for their potable, recycled, and sewer enterprises as well as establishing an updated fully burdened hourly rate and creating a miscellaneous fee calculator for District use. Nick served as an associate analyst on the project and assisted in the development of rates for all three enterprises. Nick served as the lead analyst in creating an updated fully burdened hourly rate and creating the miscellaneous fee calculator.

#### City of Manhattan Beach (CA): Pass-through Rate Calculation

The City of Manhattan beach (City) engaged Raftelis in 2024 to calculate a water pass-through rate. The purpose of the calculation was to develop a pass-through rate for FY 2025 in order to recover the difference between previously assumed wholesale water purchase costs and actual wholesale water purchase costs. Nick served as an associate consultant on the project and developed the pass-through rate for the City.



#### Specialties

- Financial Modeling
- Community development
- Business sustainability

#### Professional History

- Raftelis: Associate Consultant (2024-Present, 2021-2023)
- City of Columbus: Department of Development Intern (2020-2020)
- Brightview Enterprise Solutions: Data Analytics Intern (2020-2020)

#### Education

- Bachelor of Science in Environment, Economy, Development, and Sustainability – Ohio State University (2020)

### **City of Inglewood (CA): Water and Wastewater Rate Study**

The City of Inglewood (City) engaged Raftelis in 2024 to conduct a comprehensive water and wastewater rate study. The City has not implemented any rate increases for several years before the rate study. As a result, Raftelis has to balance the City's objectives of preventing rate spikes while ensuring adequate revenue. Nick is serving as the lead analyst on the project and developing a long-term financial plan and cost of service model for both utilities.

### **City of Seal Beach (CA): Water and Wastewater Rate Study**

The City of Seal Beach (City) engaged Raftelis in 2024 to update its water and wastewater rates. Nick served as the lead analyst on the City's rate study. Nick updated the water and wastewater financial plan model to forecast revenues and expenditures over the next 5 years. The study required Raftelis to develop balanced rates for both the water and wastewater utilities, incorporating large capital expenditures while minimizing impacts on customers. The updated models included various capital scenarios to provide options to the City in their decision-making.

### **City of Ventura (CA): Affordability Study**

The City of Ventura engaged Raftelis in 2024 to conduct an affordability study. Nick used a combination of detailed customer billing data and census tract data to assess multiple indicators of what is an affordable bill for residential customers. By calculating customer-specific indicators and aggregating the data by census tract, Nick identified the most vulnerable areas within the service area.

### **City of Ventura (CA): Water and Wastewater Rate Study**

The City of Ventura engaged Raftelis in 2024 to complete a comprehensive water and wastewater cost of service and rate study. Nick assisted with the development of the water financial plan, and led the development of the wastewater financial plan and rate design. Nick worked closely with City staff through the study period to develop a long-term financial plan and a five-year rate schedule.

## **RELEVANT PROFESSIONAL EXPERIENCE**

### **City of Columbus Department of Development: Intern (OH)**

Nick served as a Department of Development intern with the City of Columbus (City). He collaborated within the City's government as well as other cities across the country. Nick led process reviewing recent updates to zoning codes in similar cities in the United States and making recommendations for the City moving forward, specifically pertaining to sustainable and equitable development. Research was also done to compare the City's waste reduction goals compared to other cities. Recommendations were made and implemented into the Office of Sustainability's 2030 Waste Reduction Plan.

### **Brightview Enterprise Solutions: Data Analytics Intern (OH)**

Nick served as a data analytics intern with Brightview Enterprise Solutions in New Albany, OH. He worked across all business fronts in the company, including the Finance, Client Analytics, and Data Analytics teams. Nick created an annual breakdown within the Client Analytics team for one of the company's largest clients and made recommendations on where money is best spent in future years based off the historical data. He assisted the Finance department in billing clients and paying vendors, as well as ensuring data quality. Nick used GIS applications to map out properties. He also created a dashboard for executive leadership to universally track KPI's across different clients within the Data Analytics department.

## **PROJECT LIST**

- City of Hollister (CA) – Wastewater Rate Study

- Padre Dam Municipal Water District (CA) – Water, Recycled, and Wastewater Rate Study
- Mesa Water District (CA) – Cost comparison study
- Manhattan Beach (CA) – Pass-through Rate Calculation
- San Angelo (TX) – Water and Wastewater Rate Study
- Inglewood (CA) – Water and Wastewater Rate Study
- Seal Beach (CA) – Water and Wastewater Rate Study
- Oxnard (CA) – Pass-through Rate Calculation
- La Cañada Irrigation District (CA) – Pass-through Rate Calculation
- Upland (CA) – Water and Wastewater Rate Study
- City of Ventura (CA) – Water and Wastewater Rate Study
- City of Ventura (CA) – Affordability Study

# Journ Galvan

## STAFF CONSULTANT Consultant

### ROLE

Journ will work at the direction of Theresa in conducting analyses and preparing deliverables for the project.

### PROFILE

Journ is a highly motivated and detail-oriented professional with a Master of Science degree in Geospatial Data Science and has a strong focus on water utilities consulting. As a member of a hiring committee for the Cooperative Institute for Great Lakes Research (CIGLR) in hydrodynamics and a graduate student instructor for an oceanography and scientific writing class, he has gained valuable experience in collaborative research and teaching. His master's project, funded by the U.S. Army Corps of Engineers (USACE), involved using advanced modeling techniques to predict harmful algal blooms in Lake Erie which serves as a crucial drinking water source for millions of people. Results from this project were presented at IAGLR's 66<sup>th</sup> Annual Conference on Great Lakes Research held in Toronto, Canada. His work experience with Raftelis includes assisting with water, sewer, and stormwater rate studies, demonstrating knowledge of financial planning and cost analysis in the water utilities industry.

Additionally, Journ served in the United States Marine Corps for four years where he participated in multiple deployments and humanitarian aid missions overseas. With his expertise in geospatial data analysis, passion for sustainable water management, and leadership skills gained during his military service, Journ is well-equipped to contribute to Raftelis' success.

### KEY PROJECT EXPERIENCE

#### Metropolitan Water District of Southern California (CA): Fixed Versus Variable Revenue and Cost Survey

- Conducted a comprehensive nationwide survey of 30 different wholesale agencies to analyze fixed versus variable revenue and cost structures.
- Collected and analyzed data to identify industry trends and provide recommendations for optimizing revenue and cost allocation strategies.

#### Wichita Falls Water Authority (TX): Raw Water Survey

- Evaluated raw water pricing by comparing 10 other agencies within Texas to determine fair market value for raw water sold to energy providers.
- Conducted market research, data analysis, and developed a comprehensive report outlining findings and recommendations.

#### California Rate Survey (CA): Passthrough Charges Impact Analysis

- Examined the impact of passthrough charges from San Diego County Water Authority (SDCWA) on San Diego residential customers' water bills.



#### Specialties

- Excel modeling
- GIS & Spatial Analysis
- VBA, R, & Python Programming
- Water and wastewater rate studies

#### Professional History

- Raftelis: Consultant (2023-Present)
- United States Marine Corps: Heavy Equipment Operator (2012-2016)

#### Education

- Master of Science in Geospatial Data Science - University of Michigan, Ann Arbor (2023)
- Bachelor of Science in Aquatic Biology – University of California Santa Barbara (2020)

#### Professional Memberships

- AWWA: California-Nevada Section

- Analyzed customer billing data, assessed rate structures, and provided insights into the effect of passthrough charges on consumer costs.

### **Green Bay Water (WI): Customer Satisfaction Survey Analysis**

- Analyzed customer survey results to evaluate customer satisfaction levels and identify areas for improvement.
- Compiled information in a detailed report, providing actionable recommendations for enhancing the utility's service quality.

### **Clifton Sanitation District (CO): Sewer Rate Study**

- Developed financial plan, cost of service (COS), rates, and Plant Investment Fee (PIF) for Clifton SD
- Evaluated return on investment (ROI) for proposed solar project and impact on rate payers
- Evaluated state and federal tax incentives, grant funding, and energy rebates to develop cost effective solutions for solar power integration

### **SH-130 Corridor (TX): Wholesale Water Plant Feasibility Study**

- Calculated wholesale water rates utilizing utility and cash basis methods
- Developed comprehensive financial plan with project rate of return and plant valuation
- Developed plant asset replacement and retirement schedules
- Calculated vital metrics such as net present value (NPV) and internal rate of return (IRR) to help compare profitability and rate of return across multiple project scenarios.

### **Clovis, City of (CA): Water Rate Study**

- Recommended structural rate changes to comply with current legal environment
- Performed bill frequency analysis to determine customer bill and water use distribution
- Performed detailed customer peaking analysis
- Conducted thorough cost of service (COS) study to determine customers proportional share of costs

### **Goleta Sanitary District (CA): Sewer Rate Study**

- Restructured commercial customer classes based on California Association of Sanitation Agencies (CASA) study
- Calculated Equivalent Residential Units (ERUs) based on updated CASA study strength data and measured flows.
- Performed statistical analysis of CASA study strength loading data

### **Bell Gardens, City of (CA): Water Utility Valuation**

- Provided an opinion of value for the entire water system using the market and asset valuation approaches.
- Memo was used in negotiations with potential acquirers
- Valued physical assets, water rights, and intangible assets
- Utilized metrics such as Price to earnings, Price to sales, Price to EBITDA, as well as Return on Equity (ROE)

## **PROJECT LIST**

- Metropolitan Water District of Southern California (CA) – Fixed versus variable revenue and cost survey
- Wichita Falls Water Authority (TX) – Raw water survey
- California Rate Survey (CA) – Passthrough charges impact analysis
- Clifton Sanitation District (CO) – Rate study
- SH-130 Corridor (TX) – Treatment plant feasibility study
- Clovis, City of (CA) – Water Rate Study

- Goleta Sanitary District (CA) – Sewer Rate Study

## PUBLICATIONS

- Curtis, J. S., Galvan, J. W., Primo, A., Osenberg C. W., Stier, A. C., (Coral Reefs, 2023). 3D photogrammetry improves measurement of growth and biodiversity patterns in branching corals.

## PRESENTATIONS

- Galvan, J., Habib, J., Beletsky, R., Beletsky, D. (2023, May 9). *Total bottom stress as a potential predictor of Microcystis resuspension in the western basin of Lake Erie* [Poster presentation]. IAGLR's 66<sup>th</sup> Annual Conference on Great Lakes Research, Toronto, ON, Canada.

APPENDIX B: ADDENDA

# Appendix B: Addenda





PUBLIC WORKS DEPARTMENT  
750 BELLEVUE ROAD  
ATWATER, CA 95301  
(209) 777-0273

August 28, 2026

## ADDENDUM NO. 1

PROJECT: **REQUEST FOR QUALIFICATIONS FOR WATER AND SEWER RATE STUDY**

Addendum No. 1 is being issued for the Notice of Proposers for the **Request for Qualifications For Water And Sewer Rate Study**. Proposals are due to be submitted on Friday, September 11, 2026, at 2:00 P.M. in the City of Atwater Council Chamber, at 750 Bellevue Road, Atwater, CA 95301 or electronically to [gperalta@atwater.org](mailto:gperalta@atwater.org).

The following responses address all questions received from prospective proposers by the deadline to submit proposal inquiries.

1. *As Labor Day is September 7, and given that materials will have to be shipped several days before the deadline in order to arrive to the City on time, would the City consider extending the deadline, answering questions earlier, or accepting electronic materials?*

**Response:** The City will not extend the deadline to receive proposals. The City has released this addendum with sufficient time for proposers to review and prepare their proposals accordingly. Section 3.2 of the RFQ, Proposal Submittal, is revised in part to allow for email submission of the proposal materials. Proposals may be submitted via one electronic copy (Adobe PDF Format) in email format in lieu of the other submission formats. All other submission requirements remain in full force and effect. The proposals shall be emailed to [gperalta@atwater.org](mailto:gperalta@atwater.org). The cost proposal shall be a separate attachment from the proposal.

2. *References: In Section 3.1 Proposal Content, the RFQ requests at least five references in Section 2. Relevant Experience, and then three references in Section 7. References. Does the City want different references in each of these sections.*

**Response:** The proposer does not have to list different references if they choose not to. In Section 7 the proposer is allowed to use any type of reference they should choose, not limited to the comparable service.

3. *The RFQ requests that the cost proposal file on the USB be password protected. How does the City want this password sent?*

**Response:** The password can be inserted in the same envelope that the USB drive is in. If the proposal is being sent electronically, there is no password required. It will be sent to Gisela Peralta in the City Clerks Office, and only opened if the city moves forward with contract negotiations with the consultant.

4. *We believe the following items in the RFQ are not applicable?*
- *Demonstrate experience completing environmental documentation for both NEPA and CEQA documentation*
  - *Demonstrate experience providing environmental documentation for both Caltrans and Federal Agencies in at timely manner*
  - *Demonstrate ability to meet design standards of local, state, and federal guidelines for all aspects of design and reports.*
  - *Show experience designing and receiving approval of designs on Local and State Highways*

**Response:** These items can be omitted from the proposal.

**IF YOU SUBMIT A PROPSAL, A SIGNED COPY OF THIS  
ADDENDUM NO. 1 MUST BE ATTACHED THERETO.**

Sincerely,

  
Justin Vinson  
Public Works Director

Contractor Raftelis Financial Consultants, Inc.  
Signature  Kevin Kostiuk, Senior Manager  
Date 9/11/2026

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# City of Atwater

## Water and Sewer Rate Study

STATEMENT OF QUALIFICATIONS – COST PROPOSAL / SEPTEMBER 11, 2026



# Cost Proposal

The following table provides a breakdown of our proposed not-to-exceed total fee for this project. This table includes time and material, including the estimated level of effort required for completing each task. Expenses include costs associated with travel.

Our scope of work includes the number of in-person and virtual meetings shown in the table below. Should the City require additional meetings or presentations to stakeholders, these can be arranged upon request at an added cost, which will be determined based on the scope and content of the meeting and/or presentation requested.

| Tasks                                             | Meetings |           | Hours          |                  |                  |                 |                 |                 |                   |             | Total Fees & Expenses |
|---------------------------------------------------|----------|-----------|----------------|------------------|------------------|-----------------|-----------------|-----------------|-------------------|-------------|-----------------------|
|                                                   | Virtual  | In Person | Kevin Kostiuik | Theresa Jurotich | Sudhir Pardiwala | Nick Kennedy    | Journ Galvan    | Matt Wittern    | Creative Services | Total Hours |                       |
| 1. Project Management                             | 1        |           | 2              | 16               |                  | 1               | 1               |                 |                   | 20          | \$5,860               |
| 2. Financial Plan Development                     | 2        |           |                | 6                |                  | 24              | 16              |                 |                   | 46          | \$10,970              |
| 3. Cost-of-Service Analysis                       |          |           | 2              | 8                | 2                | 20              | 12              |                 |                   | 44          | \$11,250              |
| 4. Water and Sewer Rate Design                    | 2        |           |                | 8                | 4                | 24              | 16              |                 |                   | 52          | \$13,260              |
| 5. Study Reports and Council Presentations        |          | 3         | 2              | 40               | 4                | 24              | 24              |                 |                   | 94          | \$27,983              |
| 6. Community Engagement and Workshop Facilitation | 4        | 3         |                | 8                |                  |                 |                 | 80              | 8                 | 96          | \$30,122              |
| 7. Proposition 218 Process Support                |          |           | 2              | 6                |                  |                 |                 | 16              | 20                | 44          | \$10,570              |
| <b>Total Meetings / Hours</b>                     | <b>9</b> | <b>6</b>  | <b>8</b>       | <b>92</b>        | <b>10</b>        | <b>93</b>       | <b>69</b>       | <b>96</b>       | <b>28</b>         | <b>396</b>  | <b>–</b>              |
| <b>Hourly Billing Rates</b>                       | <b>–</b> | <b>–</b>  | <b>\$340</b>   | <b>\$295</b>     | <b>\$425</b>     | <b>\$230</b>    | <b>\$230</b>    | <b>\$295</b>    | <b>\$170</b>      | <b>–</b>    | <b>–</b>              |
| <b>Total Professional Fees</b>                    | <b>–</b> | <b>–</b>  | <b>\$2,720</b> | <b>\$27,140</b>  | <b>\$4,250</b>   | <b>\$21,390</b> | <b>\$15,870</b> | <b>\$28,320</b> | <b>\$4,760</b>    | <b>–</b>    | <b>\$104,450</b>      |
| <b>Travel Expenses</b>                            |          |           |                |                  |                  |                 |                 |                 |                   |             | <b>\$5,565</b>        |
| <b>Total Expenses</b>                             |          |           |                |                  |                  |                 |                 |                 |                   |             | <b>\$5,565</b>        |
| <b>Total Fees &amp; Expenses</b>                  |          |           |                |                  |                  |                 |                 |                 |                   |             | <b>\$110,015</b>      |

We look forward to discussing this opportunity further with you.

Sincerely,



**Kevin Kostiuik**  
Senior Manager



## AGENDA REPORT

### CITY COUNCIL

Mike Nelson

John Cale  
Danny Ambriz

Brian Raymond  
Kalisa Rochester

**MEETING** September 28, 2026  
**DATE:**  
**TO:** Mayor and City Council  
**FROM:** Justin Vinson, Public Works Director  
**PREPARED** Justin Vinson, Public Works Director  
**BY:**  
**SUBJECT:** **Authorizing City Manager to Execute Contract Documents, as necessary, to Switch from AT&T First Net to Verizon Wireless for the Purchase of Equipment and Wireless Services for the City (Public Works Director Vinson)**

### **RECOMMENDED COUNCIL ACTION**

Authorize the City Manager to Execute any Necessary Documents to Switch from AT&T First Net to Verizon Wireless for the Purchase of Equipment and Wireless Services for the City.

#### **I. BACKGROUND/ANALYSIS:**

In 2022, the city switched from Verizon Wireless to AT&T First Net. The reason for this was that at that time, Verizon Wireless did not offer priority service for public safety and local governments. This service allows for separate channels in the wireless service with less traffic and the ability to stay up longer during times when cell signal is lost, as well as priority for the restarting of service after full outages.

Verizon Wireless now offers this same service with better coverage in areas of the city. The police department has had poor coverage, specifically at the Police Department, since the switch from Verizon to AT&T. PD has had issues with signal in their police vehicles throughout the City, and will not receive calls when at the police station. Verizon Wireless still has excellent coverage in these areas.

There is a promotional price with Verizon Wireless right now, where Verizon is offering a discount from \$36.99 a month to \$26.99 per month for the life of the line. This also included phones at no additional price. For the Verizon Wireless services, this would be a savings of \$1,907 a month. Since the city already has an agreement with Verizon Wireless, staff would just be moving existing AT&T phone lines over to the current Verizon Agreement. Staff reached out to AT&T to see if there would be any charges from AT&T for switching, and the representative at AT&T said there would not be.

Verizon Wireless staff will set up all the new phones, so that city staff time will be as

minimal as possible during the cutover.

**II. FISCAL IMPACTS:**

Switching all wireless services to Verizon Wireless, would save the city \$1,907 a month, or \$22,884 a year. The city would also receive credits for old phones turned in that would apply to the account. Credits are assumed to be near \$18,800, so staff is expecting not having a bill for the first four months due to credits.

This item has been reviewed by the Finance Department.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney's Office.

**IV. EXISTING POLICY:**

This item consists of goals number one (1) and two (2) of the City's Strategic Plan; to ensure the City's continued financial stability and to improve public safety, respectively.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all departments.

**VII. PUBLIC PARTICIPATION:**

The public will have an opportunity to speak prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code Section 21065

**IX. STEPS FOLLOWING APPROVAL:**

Upon City Council's approval, the city manager will execute any necessary documents to switch from AT&T First Net to Verizon Wireless.

Submitted by:



---

Justin Vinson, Public Works Director

Attachments:

1. 09.18.26 naspo-22---category-1-pricing-catalog\_3q26



**Contract for Services # MA152**

**Solicitation # CJ18012**

**Vendor # 94253A**

**Category 1: Wireless Voice & Data, 22% Discount Offer**



## DEFINITIONS:

**Bring Your Own Device (BYOD) Equipment:** Any device that a customer purchases from a third party or Verizon at full retail price, without subsidies, credits or other discounts.

**Bring Your Own Device (BOYD) Plans:** Verizon Wireless voice, data, or M2M plans under this agreement that are available for any device that a customer purchases from a third party or Verizon at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon for use on the Verizon network. Verizon reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

**BYOD:** means Bring your Own Device, customer-owned equipment

**Customer:** A Purchasing Entity as defined under the Agreement

**Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

**Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

**Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

**Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

**Machine to Machine Service (M2M Service):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

**M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

**Subsidized Equipment:** Purchased at Verizon Wireless government matrix and/or government promotional price.

**Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.

**Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

**Plans, Features, Rates and Charges:** The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon's B2B and/or Consumer customers) and their terms and conditions may be obtained on [verizonwireless.com](http://verizonwireless.com) or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

**Term of Lines (Line Term):** The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

**M2M Management Center (ThingSpace Manage):** The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

**Access Discount:** Government Subscribers are eligible for a 22% access discount on qualified plans and features where noted.

**Accessory Discount.** Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

**Subsidized Equipment:** Subsidized equipment (Equipment) purchased under MA152 is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, at any time during the first 24 months after the Equipment is activated, moves the Equipment to a Lesser Price Plan or disconnects the Equipment from the network, the Customer shall pay an Offer Recovery Fee (as defined below). A Lesser Price Plan is; a) for smart phones, any plan that is less than \$19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than \$19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than \$14.99 per month after any applicable discounts.

**Offer Recovery Fee:** We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 or 36 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 or 1/36 of that amount for each month the Equipment was connected to the line of service.

**Equipment Subsidy Term:** means a twenty-four (24) or thirty-six (36) months from the date of activation or upgrade without any suspension or termination of any line of Service.

**Lesser Price Plan:** means a price plan that is a lower total monthly rate than the plan on which the Equipment was activated/ordered/upgraded.

**Minimum Activation Period:** means thirty (30) days from the date of delivery.

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## Voice

### NVLPT Local Flat Rate Calling Plan

**This plan reflects the monthly access fee discount. No additional discounts apply.**

|                                                   |                          |
|---------------------------------------------------|--------------------------|
| <b>Monthly Access Fee</b>                         | \$8.99 (Market specific) |
| <b>Domestic Anytime Voice Minutes</b>             | 0                        |
| <b>Voice Per Minute Rate - Local</b>              | \$0.10                   |
| <b>Voice Per Minute Rate - Rest of U.S.</b>       | \$0.69                   |
| <b>Domestic Long Distance</b>                     | Included                 |
| <b>Domestic Data Sent or Received<sup>1</sup></b> | Per data package         |

#### Optional Features

|                                                  |                                              |
|--------------------------------------------------|----------------------------------------------|
| <b>1000 Domestic Night &amp; Weekend Minutes</b> | \$5.00 additional per line (72062)           |
| <b>1000 Local Mobile to Mobile Minutes</b>       | \$5.00 additional per line (Market specific) |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>4G Basic phones have data blocked until a data package is selected; smartphones require a data package.

### Nationwide Flat Rate Calling Plan

**Government Subscribers Only**

**This plan reflects the monthly access fee discount. No additional discounts apply.**

|                                          |                   |
|------------------------------------------|-------------------|
| <b>Monthly Access Fee</b>                | \$11.99 (73809)   |
| <b>Monthly Anytime Voice Minutes</b>     | None              |
| <b>Domestic Voice Rate</b>               | \$0.25 per minute |
| <b>Domestic Long Distance</b>            | Included          |
| <b>Data Sent or Received<sup>1</sup></b> | Per data package  |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

## NVLPT Nationwide for Government Voice Share Plans

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                  |                                                                                                                           |                 |                 |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|
| <b>Monthly Access Fee (Account Share)</b>        | \$15.99 <sup>1</sup> (86137)                                                                                              | \$23.98 (80006) | \$27.29 (73736) |
| <b>Monthly Access Fee (Profile Share)</b>        | \$15.99 <sup>1</sup> (86136)                                                                                              | \$23.98 (80010) | \$27.29 (73575) |
| <b>Monthly Anytime Voice Minutes</b>             | 0                                                                                                                         | 100             | 200             |
| <b>Voice Overage Rate</b>                        | \$0.25 per minute                                                                                                         |                 |                 |
| <b>Mobile to Mobile Minutes</b>                  | Unlimited                                                                                                                 |                 |                 |
| <b>Night &amp; Weekend Minutes</b>               | Unlimited                                                                                                                 |                 |                 |
| <b>Domestic Long Distance</b>                    | Included                                                                                                                  |                 |                 |
| <b>Data Sent or Received<sup>2</sup></b>         | Per data package                                                                                                          |                 |                 |
| <b>Domestic Text, Picture and Video Messages</b> | 100 Included (76678)<br>Overage rates per message: Incoming Text \$0.02/<br>Outgoing Text \$0.10 / Picture & Video \$0.25 |                 |                 |

### Optional Features

|                                                   |                                      |                               |  |
|---------------------------------------------------|--------------------------------------|-------------------------------|--|
| <b>Domestic Text, Picture, and Video Messages</b> | Unlimited - \$12.00 per line (75439) |                               |  |
| <b>4G Push To Talk Plus</b>                       | Not Available                        | \$2.00 per line (81129/81174) |  |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>The \$15.99 monthly access plan can only be 50% of an account's total share lines.

<sup>2</sup>Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

**Account Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

**Profile Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

## Nationwide for Government Calling Plans

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                 |                                                                                                                        |                        |                        |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------|
| Monthly Access Fee (non-share)                  | \$35.88 (74538)                                                                                                        | \$52.56 (74540)        | \$67.94 (74542)        |
| Monthly Access Fee less discount (non-share)    | \$27.98                                                                                                                | \$40.99                | \$52.99                |
| Monthly Access Fee (share)                      | \$38.45 (74539, 76363)                                                                                                 | \$55.12 (74541, 76364) | \$70.50 (74543, 76365) |
| Monthly Access Fee less discount (share)        | \$29.99                                                                                                                | \$42.99                | \$54.99                |
| Monthly Anytime Voice Minutes                   | 400                                                                                                                    | 600                    | 1000                   |
| Friends & Family (up to 10 numbers per account) | Not Included                                                                                                           | Included <sup>1</sup>  |                        |
| Voice Overage Rate                              | \$0.25 per minute                                                                                                      |                        |                        |
| Mobile to Mobile Minutes                        | Unlimited                                                                                                              |                        |                        |
| Night & Weekend Minutes                         | Unlimited                                                                                                              |                        |                        |
| Domestic Long Distance                          | Included                                                                                                               |                        |                        |
| Data Sent or Received <sup>2</sup>              | Per data package                                                                                                       |                        |                        |
| Domestic Text, Picture and Video Messages       | 100 Included (76678)<br>Overage rates per message: Incoming Text \$0.02/ Outgoing Text \$0.10 / Picture & Video \$0.25 |                        |                        |
| Optional Features                               |                                                                                                                        |                        |                        |
| Domestic Text, Picture and Video Messages       | Unlimited - \$12.00 per line (75439)                                                                                   |                        |                        |
| 4G Push To Talk Plus                            | \$2.00 per line (81129/81174)                                                                                          |                        |                        |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Friends & Family eligibility varies on selected plan.

<sup>2</sup>4G Basic phones have data blocked until a data package is selected; smartphones require a data package.

**Account Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

**Profile Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

## Nationwide for Business Calling Plans

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                 |                                                                                                                           |                       |                 |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------|
| Monthly Access Fee (Talk)                       | \$39.99 (73713)                                                                                                           | \$59.99 (73714)       | \$69.99 (83233) |
| Monthly Access Fee less discount (Talk)         | \$31.19                                                                                                                   | \$46.79               | \$53.89         |
| Monthly Access Fee (Talk & Text)                | \$59.99 (73761)                                                                                                           | \$79.99 (73762)       | \$89.99 (83234) |
| Monthly Access Fee less discount (Talk & Text)  | \$46.79                                                                                                                   | \$62.39               | \$70.19         |
| Monthly Anytime Voice Minutes                   | 450                                                                                                                       | 900                   | Unlimited       |
| Friends & Family (up to 10 numbers per account) | Not Included                                                                                                              | Included <sup>1</sup> | Not Included    |
| Voice Overage Rate                              | \$0.25 per minute                                                                                                         |                       |                 |
| Mobile to Mobile Minutes                        | Unlimited                                                                                                                 |                       |                 |
| Night & Weekend Minutes                         | Unlimited                                                                                                                 |                       |                 |
| Domestic Long Distance                          | Included                                                                                                                  |                       |                 |
| Data Sent or Received <sup>2</sup>              | Per data package                                                                                                          |                       |                 |
| Domestic Text, Picture and Video Messages       | 100 Included (76678)<br>Overage rates per message: Incoming Text \$0.02/<br>Outgoing Text \$0.10 / Picture & Video \$0.25 |                       |                 |

### Optional Features

|                                           |                                      |
|-------------------------------------------|--------------------------------------|
| Domestic Text, Picture and Video Messages | Unlimited - \$12.00 per line (75439) |
| 4G Push to Talk Plus (Device dependent)   | \$2.00 per line (81129/81174)        |

**Notes:** These are commercially available retail plans and are subject to change without notice. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Friends & Family eligibility varies on selected plan.

<sup>2</sup>Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

## The New Verizon Single Basic Phone Plans\* - Unlimited Talk and Text Plus Data

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                    |                   |                                    |
|------------------------------------|-------------------|------------------------------------|
| Monthly Access Fee                 | \$30.00 (98245)   | <del>\$50.00</del> \$39.00 (98817) |
| Domestic Anytime Minutes Allowance | Unlimited         |                                    |
| Domestic Long Distance             | Included          |                                    |
| Domestic Text Messages             | Unlimited         |                                    |
| Domestic Data Allowance            | 500 MB            | 4 GB                               |
| Data Overage Rate                  | \$5.00 per 500 MB |                                    |

**Notes:** These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 4G LTE Basic phones.

\*The New Verizon Single Basic Phone Plans are standalone plans. The New Verizon Single Basic Phone Plans are not available for accounts with Smartphones, data devices, or connected devices. Customers subscribing to the New Verizon Single Basic Phone Plans and non-New Verizon Single Basic Phone Plans will be billed on separate billing accounts and invoices.

## 4G Nationwide Add-a-Line Voice Share with Push to Talk Plus

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                                          |                                                                              |
|----------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Monthly Access Fee<sup>1</sup></b>                    | \$18.99 (94990/92904)                                                        |
| <b>Monthly Anytime Voice Minutes</b>                     | 0 Minutes<br>Can share minutes from voice and/or voice and data bundle plans |
| <b>Domestic Voice Overage Rate</b>                       | \$0.25 per minute                                                            |
| <b>Night and Weekend Minutes</b>                         | Unlimited                                                                    |
| <b>Mobile to Mobile Minutes</b>                          | Unlimited                                                                    |
| <b>Domestic Long Distance</b>                            | Included                                                                     |
| <b>Push to Talk Plus<sup>2</sup></b>                     | Unlimited                                                                    |
| <b>Domestic Text (SMS) and Multimedia (MMS) Messages</b> | 100 Included<br>Overage rates sent/received: \$0.20 Text, \$0.25 MMS         |
| <b>Data Usage Rate<sup>3</sup></b>                       | Per data package                                                             |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Usage outside the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>No more than 50% of lines on a single account can be on the \$18.99 Add-a-Line Voice Share with Push to Talk Plus Plan.

<sup>2</sup>Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device. Push to Talk Plus terms and conditions apply.

<sup>3</sup>Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

**Account Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

## Voice & Data

### **4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector**

**Government Subscribers Only**

**The plan below reflects the monthly access fee discount. No additional discounts apply.**

|                                                                          |                                           |
|--------------------------------------------------------------------------|-------------------------------------------|
| <b>Monthly Access Fee</b>                                                | \$36.99                                   |
| <b>Plan #</b>                                                            | 61576                                     |
| <b>Data Allowance<sup>1,2</sup></b>                                      | Unlimited                                 |
| <b>Mobile Hotspot<sup>3</sup></b>                                        | Unlimited                                 |
| <b>Monthly Anytime Minutes</b>                                           | Unlimited                                 |
| <b>Domestic, Canada &amp; Mexico Long Distance Toll Free<sup>4</sup></b> | Included                                  |
| <b>Domestic and International Messaging Allowance<sup>5</sup></b>        | Unlimited                                 |
| <b>Optional Feature</b>                                                  |                                           |
| <b>TravelPass International Service<sup>6</sup></b>                      | \$5.00 daily rate (SPO 1115)              |
| <b>4G Push-to-Talk Plus</b>                                              | \$2.00 additional per month (81129/81174) |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

<sup>1</sup>After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion.

<sup>2</sup>A 5G device is required to receive 5G UWB service.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 10 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas; and, will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>4</sup>Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

<sup>5</sup>Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

<sup>6</sup>The optional TravelPass International Service feature extends the plan voice, messaging, and data allowances into Canada and Mexico at no additional cost. A \$5.00 daily rate will apply when used in all other Rest of World TravelPass countries. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. For eligible countries, non-TravelPass country rates, and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international).

**\* A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

## Custom 4G Smartphone 300 Voice Share and Unlimited Data Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                                             |                       |
|-------------------------------------------------------------|-----------------------|
| Monthly Access Fee with Business Email Before Discount      | \$51.95 (31589/31590) |
| Monthly Access Fee with Business Email After Discount       | \$40.52               |
| Data Allowance <sup>1</sup>                                 | Unlimited             |
| Mobile Hotspot <sup>2</sup>                                 | Included              |
| Monthly Anytime Voice Minutes (with Sharing)                | 300                   |
| Per Minute Overage Rate After Allowance                     | \$0.25                |
| Domestic Night and Weekend Minutes                          | Unlimited             |
| Domestic Mobile to Mobile Minutes                           | Unlimited             |
| Domestic Roaming and Long Distance Charges                  | Included              |
| Domestic and International Messaging Allowance <sup>3</sup> | Unlimited             |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 4G LTE or 5G Nationwide smartphones.

<sup>1</sup>If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

<sup>3</sup>Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

**Account Share Voice Sharing:** At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

**Profile Share Voice Sharing:** At the end of each billing cycle, any unused voice allowances for lines sharing across multiple accounts on the same profile/Company ID will be applied proportionally to all lines with overages.

## Custom Business Plans for Basic Phones and Smartphones

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

|                                                             | Basic Phones          | Smartphones           |                        |
|-------------------------------------------------------------|-----------------------|-----------------------|------------------------|
| Monthly Access Fee with Business Email Before Discount      | \$25.00 (94664/94578) | \$58.44 (31585/31582) | \$64.94 (31587)        |
| Monthly Access Fee with Business Email After Discount       | \$25.00               | \$45.58               | \$50.65                |
| Data Allowance                                              | 100 MB (Shared)       | 4 GB (Shared)         | Unlimited <sup>1</sup> |
| Data Overage Rate                                           | \$10.00 per GB        |                       | N/A                    |
| Mobile Hotspot                                              | N/A                   | Included <sup>2</sup> |                        |
| Monthly Anytime Minutes                                     | Unlimited             |                       |                        |
| Domestic Roaming and Long Distance                          | Included              |                       |                        |
| Domestic and International Messaging Allowance <sup>3</sup> | Unlimited             |                       |                        |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Unlimited data does not share. If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

<sup>3</sup>Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

**Data Account Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**Data Profile Sharing:** Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

## Custom Business Plans for Smartphones - BYOD\*

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

|                                                             |                       |                        |
|-------------------------------------------------------------|-----------------------|------------------------|
| Monthly Access Fee with Business Email Before Discount      | \$38.96 (31583/31586) | \$45.45 (31588)        |
| Monthly Access Fee with Business Email After Discount       | \$30.38               | \$35.45                |
| Data Allowance                                              | 4 GB (Shared)         | Unlimited <sup>1</sup> |
| Data Overage Rate                                           | \$10.00 per GB        | N/A                    |
| Mobile Hotspot <sup>2</sup>                                 | Included              |                        |
| Monthly Anytime Minutes                                     | Unlimited             |                        |
| Domestic Roaming and Long Distance                          | Included              |                        |
| Domestic and International Messaging Allowance <sup>3</sup> | Unlimited             |                        |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

<sup>3</sup>Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

**Data Account Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**Data Profile Sharing:** Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

**\*Bring Your Own Device (BYOD):** Plans where the user will supply their own mobile device and require only network service from the carrier. Any device that a customer purchases from a third party, or Verizon Wireless, at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon Wireless for use on the Verizon Wireless network. Verizon Wireless reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

## NVLPT 4G Nationwide for Government Voice Share and Unlimited Data Plans

Government Subscribers Only

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                   |                               |                 |                 |
|---------------------------------------------------|-------------------------------|-----------------|-----------------|
| Monthly Access Fee (non-share)                    | \$61.53 (74510)               | \$78.19 (74512) | \$93.58 (74514) |
| Monthly Access Fee after discount (non-share)     | \$47.99                       | \$60.99         | \$72.99         |
| Monthly Access Fee (Account Share)                | \$64.09 (74511)               | \$80.76 (74513) | \$96.16 (74515) |
| Monthly Access Fee after discount (Account Share) | \$49.99                       | \$62.99         | \$75.00         |
| Monthly Access Fee (Profile Share)                | \$64.09 (76369)               | \$80.76 (76370) | \$96.16 (76371) |
| Monthly Access Fee after discount (Profile Share) | \$49.99                       | \$62.99         | \$75.00         |
| Monthly Anytime Voice Minutes                     | 400                           | 600             | 1000            |
| Voice Overage Rate                                | \$0.25 per minute             |                 |                 |
| Mobile to Mobile Minutes                          | Unlimited                     |                 |                 |
| Night & Weekend Minutes                           | Unlimited                     |                 |                 |
| Domestic Long Distance                            | Included                      |                 |                 |
| Domestic Data Allowance <sup>1</sup>              | Unlimited                     |                 |                 |
| Domestic Text, Picture and Video Messages         | Unlimited                     |                 |                 |
| Friends & Family (up to 10 numbers per account)   | Included                      |                 |                 |
| Optional Features                                 |                               |                 |                 |
| 4G Push To Talk Plus                              | \$2.00 per line (81129/81174) |                 |                 |
| Mobile Hotspot <sup>2</sup>                       | \$10.00 per line (76445)      |                 |                 |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE smartphones.

<sup>1</sup> Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

<sup>2</sup> Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

**Account Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

**Profile Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing across multiple accounts will be applied proportionally to all lines with overages.

## NVLPT 4G Nationwide Email for Government Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                      |                 |
|--------------------------------------|-----------------|
| Monthly Access Fee                   | \$35.99 (86139) |
| Monthly Voice Minutes                | 0 Minutes       |
| Domestic Voice Per Minute Rate       | \$0.12          |
| Domestic Nationwide Mobile to Mobile | Unlimited       |
| Domestic Long Distance               | Included        |
| Domestic Data Allowance <sup>1</sup> | Unlimited       |
| Domestic Messaging (SMS and MMS)     | Unlimited       |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

## NVLPT 4G Nationwide Email for Government Add-A-Line Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                      |                                                                         |
|--------------------------------------|-------------------------------------------------------------------------|
| Monthly Access Fee                   | \$35.99 <sup>1</sup> (86140)                                            |
| Monthly Anytime Voice Minutes        | 0 Minutes<br>Minutes can share minutes from voice and data bundle plans |
| Domestic Voice Per Minute Rate       | \$0.25                                                                  |
| Domestic Night & Weekend Minutes     | Unlimited                                                               |
| Domestic Nationwide Mobile to Mobile | Unlimited                                                               |
| Domestic Long Distance               | Included                                                                |
| Domestic Data Allowance <sup>2</sup> | Unlimited                                                               |
| Domestic Text Messaging (SMS)        | Unlimited                                                               |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>The \$35.99 Add-A-Line plan can only be 50% of an account's total share lines. The \$35.99 Add-A-Line plan shares voice minutes with the NVLPT 4G Nationwide for Government 400-, 600-, and 1000-minute plans.

<sup>2</sup>Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

**Account Share Voice Sharing:** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

## Flexible Business Plans for Basic Phones and Smartphones

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                         | Basic Phones <sup>1</sup> | Smartphones        |                    |                    |                    |                     |
|---------------------------------------------------------|---------------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>Monthly Access Fee</b>                               | \$35.00<br>(92731)        | \$65.00<br>(92732) | \$75.00<br>(92736) | \$85.00<br>(92737) | \$95.00<br>(92738) | \$105.00<br>(92740) |
| <b>Monthly Access Fee less discount</b>                 | \$27.30                   | \$50.70            | \$58.50            | \$66.30            | \$74.10            | \$81.90             |
| <b>Shared Data Allowance</b>                            | 100 MB                    | 2 GB               | 4 GB               | 6 GB               | 8 GB               | 10 GB               |
| <b>Data Overage Rate</b>                                | \$10.00 per GB            |                    |                    |                    |                    |                     |
| <b>Mobile Hotspot<sup>2</sup></b>                       | Included                  |                    |                    |                    |                    |                     |
| <b>Monthly Anytime Minutes</b>                          | Unlimited                 |                    |                    |                    |                    |                     |
| <b>Domestic Roaming and Long Distance Charges</b>       | Included                  |                    |                    |                    |                    |                     |
| <b>Domestic and International Messaging<sup>3</sup></b> | Unlimited                 |                    |                    |                    |                    |                     |

**Notes:** These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE basic phones, or 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>Basic phones may only be added to an account with at least one (1) Smartphone (bill account level.)

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

<sup>3</sup>Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

**Data Sharing:** Lines activated on these plans can only share with other lines on these plans and with lines on the Flexible Business Plans for Data Devices. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines sharing on the same account, beginning with the line with the lowest overage.

## Custom Unlimited Plan for Smartphones - Government

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                                  |                 |
|------------------------------------------------------------------|-----------------|
| Monthly Access Fee                                               | \$70.00 (99719) |
| Monthly Anytime Minutes – Domestic, Canada and Mexico            | Unlimited       |
| Domestic Data and Messaging Allowance <sup>1</sup>               | Unlimited       |
| Canada and Mexico Data and Messaging Allowance <sup>2</sup>      | Unlimited       |
| Mobile Hotspot <sup>3</sup>                                      | Included        |
| Domestic, Canada and Mexico Long Distance Toll Free <sup>4</sup> | Included        |
| International Messaging Allowance <sup>5</sup>                   | Unlimited       |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data speeds are not guaranteed while on roaming partner networks. Lines activating on this plan must be on 5G Nationwide or 4G LTE smartphones.

<sup>1</sup>After 25 GB of data usage on a line during any billing cycle usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p.

<sup>2</sup>For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds will be reduced for the remainder of the day.

<sup>3</sup>Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If 15 GB of Mobile Hotspot data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>4</sup>Toll free calling from the US to Canada and Mexico, from Mexico to the US and Canada, and from Canada to the US and Mexico.

<sup>5</sup>Unlimited Messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

\*\*\*Plan 99719 is eligible to use Travel Pass SPO 988. Please visit [verizonwireless.com/international](http://verizonwireless.com/international) for rates and destinations, which are subject to change without notice. \*\*\*

See below for [TravelPass SPO 988 exhibit](#).

## Wireless Data/Mobile Broadband

### **Custom 4G Unlimited Mobile Broadband Plan**

**Government Subscribers Only**

**This plan reflects the monthly access fee discount. No additional discounts apply.**

|                                                                               |           |
|-------------------------------------------------------------------------------|-----------|
| <b>Monthly Access Fee</b>                                                     | \$39.99   |
| <b>Data Allowance<sup>1</sup></b>                                             | Unlimited |
| <b>Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)<sup>2</sup></b> | 98715     |
| <b>Plan # (Most Routers and Permitted Stationary Devices)<sup>3</sup></b>     | 53926     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Only 5G Nationwide and 4G LTE devices can be activated on this plan.

<sup>1</sup>If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

<sup>2</sup>Dedicated streaming internet connections, streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

<sup>3</sup>Devices utilized in conjunction with this plan are limited to routers.

### **Custom Flat Rate Mobile Broadband - Government**

**Government Subscribers Only**

**This plan is not eligible for monthly access fee discounts.**

|                                            |                 |
|--------------------------------------------|-----------------|
| <b>Monthly Access Fee</b>                  | \$34.99 (99716) |
| <b>Domestic Data Allowance<sup>1</sup></b> | Unlimited       |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

<sup>1</sup>Throughput speeds on the Custom Flat Rate Mobile Broadband will be limited up to 600kbps throughout the duration of each billing cycle while on the Verizon Wireless 5G Nationwide and 4G LTE networks only. Data speeds are not guaranteed while on Extended or roaming partner networks. Devices utilized in conjunction with the Custom Flat Rate Mobile Broadband plan are limited to mobile (non-stationary) applications. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this plan.

### **Custom Mobile Broadband Plan II – Government**

**Government Subscribers Only**

**This plan is not eligible for monthly access fee discounts.**

|                                            |                 |
|--------------------------------------------|-----------------|
| <b>Monthly Access Fee</b>                  | \$44.99 (99717) |
| <b>Domestic Data Allowance<sup>1</sup></b> | Unlimited       |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Verizon Wireless will limit throughput of data speeds should 30GB of data be used within a given bill cycle. Devices utilized in conjunction with the Custom Mobile Broadband Plan II are limited to mobile (non-stationary) applications. Data speeds are not guaranteed while on Extended or roaming partner networks. Dedicated internet connections on stationary router devices and streaming video on stationary video surveillance cameras are expressly prohibited on this plan.

## Custom Mobile Broadband Share Plan for Tablets – BYOD\*

Government Subscribers Only

This plan reflects the monthly access fee discount. No additional discounts apply.

|                                    |                       |
|------------------------------------|-----------------------|
| Monthly Access Fee Before Discount | \$15.00 (18868/31616) |
| Monthly Access Fee After Discount  | \$15.00               |
| Data Allowance (Shared)            | 1 GB                  |
| Data Overage Rate                  | \$10.00 per GB        |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on this plan must be on 5G Nationwide or 4G LTE tablets.

**Data Account Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**Data Profile Sharing:** Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

**\*Bring Your Own Device (BYOD):** Plans where the user will supply their own mobile device and require only network service from the carrier. Any device that a customer purchases from a third party, or Verizon Wireless, at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon Wireless for use on the Verizon Wireless network. Verizon Wireless reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

## Custom Mobile Broadband Plans for Data Devices

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

|                                    |                       |                       |
|------------------------------------|-----------------------|-----------------------|
| Monthly Access Fee Before Discount | \$10.00 (31598/37343) | \$38.96 (31591/31600) |
| Monthly Access Fee After Discount  | \$10.00               | \$30.39               |
| Data Allowance                     | 150 KB (Shared)       | 4 GB (Shared)         |
| Data Overage Rate                  | \$10.00 per GB        |                       |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband data devices such as USB's, air cards, tablets, jetpacks, notebooks, and netbooks.

**Data Account Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**Data Profile Sharing:** Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

## Custom Mobile Broadband Plans for Data Devices – BYOD\*

Government Subscribers Only

These plans reflect the monthly access fee discount. No additional discounts apply.

|                                    |                      |                       |                        |
|------------------------------------|----------------------|-----------------------|------------------------|
| Monthly Access Fee Before Discount | \$1.00 (31599/37347) | \$25.00 (31592/31601) | \$45.44 (31597)        |
| Monthly Access Fee After Discount  | \$1.00               | \$25.00               | \$35.44                |
| Data Allowance                     | 150 KB (Shared)      | 4 GB (Shared)         | Unlimited <sup>1</sup> |
| Data Overage Rate                  | \$10.00 per GB       |                       | N/A                    |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband data devices such as USB's, air cards, tablets, jetpacks, notebooks, and netbooks.

<sup>1</sup>Unlimited data does not share. If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

**Data Account Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

**Data Profile Sharing:** Lines on the same profile/Company ID can share data. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts will be applied proportionally to lines with an overage. Any remaining overage will be billed in KBs.

**\*Bring Your Own Device (BYOD):** Plans where the user will supply their own mobile device and require only network service from the carrier. Any device that a customer purchases from a third party, or Verizon Wireless, at full retail price without subsidies, credits or other discounts. In order to qualify for a BYOD plan, devices purchased from third parties must further be unlocked and approved by Verizon Wireless for use on the Verizon Wireless network. Verizon Wireless reserves the right to remove from a BYOD plan any customer device that is found to not be in compliance with this provision.

## Mobile Broadband Data Plans

Government Subscribers Only

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                    |                       |
|--------------------|-----------------------|
| Monthly Access Fee | \$30.00 (85320/85322) |
| Data Allowance     | 2 GB                  |
| Data Overage Rate  | \$10.00 per GB        |

**Notes:** These are commercially available plans and are subject to change without notice. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE tablets and netbooks.

## Public Sector 4G Mobile Broadband Share Plans

Government Subscribers Only

The plans below reflect the monthly access charge discount. No additional discounts apply.

| Monthly Access Fee      | \$39.99<br>(90239) | \$59.99<br>(90240) | \$99.99<br>(90241) |
|-------------------------|--------------------|--------------------|--------------------|
| Data Allowance (Shared) | 5 GB               | 10 GB              | 20 GB              |
| Data Overage Rate       | \$8.00 per GB      |                    |                    |

**Notes:** These plans are for domestic data-only devices, on the Verizon Wireless network only. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband devices.

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

## Business Data Only Plans: Government Subscribers (Up to 25/50/100 Data Only Devices)

| Select Device Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |                                                                                                 |                                              |                                               |                                                            |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|------------------------------------------------------------|----------------------------------|
| Jetpacks<br>(SFO 77555)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | USBs<br>(SFO 77555)       | Netbooks/<br>Notebooks,<br>LTE Internet<br>(SFO 77555,<br>78045)                                | 4G LTE<br>Broadband<br>Router<br>(SFO 77555) | Verizon 4G<br>LTE<br>Broadband<br>(SFO 79392) | Tablets (including<br>Google<br>Chromebook)<br>(SFO 77567) | Connected Devices<br>(SFO 78303) |
| Monthly Line Access Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |                                                                                                 |                                              |                                               |                                                            |                                  |
| \$20.00<br>per<br>device                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$20.00<br>per<br>device  | \$20.00<br>per device                                                                           | \$20.00<br>per device                        | \$20.00<br>per device                         | \$10.00<br>per device                                      | \$5.00<br>per device             |
| Select Data Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |                                                                                                 |                                              |                                               |                                                            |                                  |
| The plans below reflect the monthly access fee discount. No additional discounts apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                           |                                                                                                 |                                              |                                               |                                                            |                                  |
| Monthly Account Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           | Maximum Number of Devices<br>(per billing account)                                              |                                              | Shared Data<br>Allowance                      | Domestic Data Overage                                      |                                  |
| <del>\$185.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$144.30</b> (87184)   | Up to 25                                                                                        |                                              | 30 GB                                         | \$15.00 per 1 GB                                           |                                  |
| <del>\$260.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$202.80</b> (87185)   |                                                                                                 |                                              | 40 GB                                         |                                                            |                                  |
| <del>\$335.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$261.30</b> (87186)   |                                                                                                 |                                              | 50 GB                                         |                                                            |                                  |
| <del>\$410.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$319.80</b> (90430)   | Up to 50                                                                                        |                                              | 60 GB                                         |                                                            |                                  |
| <del>\$560.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$436.80</b> (90431)   |                                                                                                 |                                              | 80 GB                                         |                                                            |                                  |
| <del>\$710.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>\$553.80</b> (90429)   |                                                                                                 |                                              | 100 GB                                        |                                                            |                                  |
| <del>\$1,025.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$799.50</b> (91521)   | Up to 100                                                                                       |                                              | 150 GB                                        |                                                            |                                  |
| <del>\$1,400.00</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$1,092.00</b> (91520) |                                                                                                 |                                              | 200 GB                                        |                                                            |                                  |
| Domestic Messaging                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           | \$10.00 for 1000 text and multi media<br>Overage: \$0.20 (SMS) Text, \$0.25 (MMS) sent/received |                                              |                                               |                                                            |                                  |
| Optional Cloud Storage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           | 25 GB per line (must be selected)                                                               |                                              |                                               |                                                            |                                  |
| <b>Notes:</b> These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data-only devices on these plans share in the data allowance. These Business Data Only Plans are not available for accounts with Smartphones, basic phones or connected devices with voice. Access Fee discounts, if available, are applied at the account level only. |                           |                                                                                                 |                                              |                                               |                                                            |                                  |
| <b>Sharing:</b> Sharing is available only among Government Subscribers on these Business Data Only Plans. Plan changes may not take effect until the billing cycle following the change request. Text, Picture and Video messages are not eligible for sharing. Data allowances from these Business Data Only plans will not share with any non- Business Data Only Plans. Safety Mode, Carryover Data and Data Boost features cannot be added to these Business Data-Only Plans. Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.                                                                                                                                                    |                           |                                                                                                 |                                              |                                               |                                                            |                                  |

## Flexible Business Plans for Data Devices

Government Subscribers Only

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                         | Connected Devices | Connected Devices, Tablets, Netbooks, Notebooks | Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices |                    |                    |                    |                    |
|-----------------------------------------|-------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Monthly Access Fee</b>               | \$5.00<br>(92739) | \$10.00<br>(92741)                              | \$35.00<br>(92742)                                                                        | \$45.00<br>(92744) | \$55.00<br>(92745) | \$65.00<br>(92746) | \$75.00<br>(92747) |
| <b>Monthly Access Fee Less Discount</b> | \$5.00            | \$10.00                                         | \$27.30                                                                                   | \$35.10            | \$42.90            | \$50.70            | \$58.50            |
| <b>Shared Data Allowance</b>            | 1 MB              | 100 MB                                          | 2 GB                                                                                      | 4 GB               | 6 GB               | 8 GB               | 10 GB              |
| <b>Data Overage Rate</b>                | \$10.00 per GB    |                                                 |                                                                                           |                    |                    |                    |                    |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE data devices as listed above.

**Data Sharing:** These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic and Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

## Flexible Business Plans for Data Devices - Connected Device / Internet with Voice Plans

Government Subscribers Only

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                         | Connected Devices* | Broadband Routers  |                    |                    |                    |                     |
|-----------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>Monthly Access Fee</b>               | \$5.00<br>(94532)  | \$65.00<br>(94495) | \$75.00<br>(94496) | \$85.00<br>(94497) | \$95.00<br>(94500) | \$105.00<br>(94504) |
| <b>Monthly Access Fee Less discount</b> | \$5.00             | \$50.70            | \$58.50            | \$66.30            | \$74.10            | \$81.90             |
| <b>Shared Data Allowance</b>            | 1 MB               | 2 GB               | 4 GB               | 6 GB               | 8 GB               | 10 GB               |
| <b>Domestic Data Overage Rate</b>       | \$10.00 per GB     |                    |                    |                    |                    |                     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Lines activating on these plans must be on 5G Nationwide or 4G LTE data devices as listed above.

**Data Sharing:** These plans only share with other lines on these plans and with lines on the Flexible Business Plans for Basic and Smartphones. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

## 5G

### Business Unlimited Tablet Pro Plan

This plan is NOT eligible for monthly access fee discounts.

|                                  |                 |
|----------------------------------|-----------------|
| Monthly Access Fee               | \$40.00 (52599) |
| Data Allowance <sup>1</sup>      | Unlimited       |
| 5G Ultra Wideband Data Allowance | Unlimited       |
| Mobile Hotspot <sup>2</sup>      | Unlimited       |

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on a 5G or 4G HD tablet.

<sup>1</sup>This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. A 5G device is required to receive 5G Ultra Wideband (UWB) service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G and 5G Nationwide network areas, and, will apply video streaming up to 4K when in 5G UWB network service areas. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G and 5G Nationwide network areas, and, will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

72515

\*\*\*Plan 52599 is eligible to use Travel Pass SPO 1255. Please visit [verizonwireless.com/international](http://verizonwireless.com/international) for rates and destinations, which are subject to change without notice. \*\*\*

See below for [TravelPass SPO 1255 exhibit](#).

## Business Unlimited Plus Data Device Plan

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

**Monthly Access Fee\***

\$45.00 (53537)

**4G and 5G Ultra Wideband Data Allowance  
including Mobile Hotspot<sup>1,2</sup>**

Unlimited

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon's 5G Nationwide® network is a separate network from Verizon's 5G Ultra Wideband network. Lines activating on this plan must be on a 5G or 4G mobile broadband data device, including jetpacks, USBs/air cards, netbooks, and notebooks. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

\*Corporate Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

<sup>1</sup>If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G or 5G Nationwide network area congestion and Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

<sup>2</sup>Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

72169

\*\*\*Plan 53537 is eligible to use Travel Pass SPO 1255. Please visit [verizonwireless.com/international](http://verizonwireless.com/international) for rates and destinations, which are subject to change without notice. \*\*\*

See below for [TravelPass SPO 1255 exhibit](#).

## 5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector\*

This plan is not eligible for monthly access fee discounts.

|                                                                  |           |
|------------------------------------------------------------------|-----------|
| Monthly Access Fee                                               | \$45.00   |
| 5G Ultra Wideband (C-Band) Speed Tier Limit (Up to) <sup>1</sup> | 100 Mbps  |
| 5G Ultra Wideband (C-Band) Domestic Data Allowance               | Unlimited |
| Plan #                                                           | 53974     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 5G Ultra Wideband network. \*This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon Wireless approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible.

<sup>1</sup>Speed represents the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to the Verizon Wireless 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

## Government 5G UWB Unlimited Tablet Plan<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                                |           |
|----------------------------------------------------------------|-----------|
| <b>Monthly Access Fee</b>                                      | \$20.00   |
| <b>4G LTE and 5G Ultra Wideband Data Allowance<sup>2</sup></b> | Unlimited |
| <b>Mobile Hotspot<sup>3</sup></b>                              | Unlimited |
| <b>Plan #</b>                                                  | 70989     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

<sup>2</sup>If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

## Government 5G UWB Unlimited Connected Laptop Plan<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                          |           |
|----------------------------------------------------------|-----------|
| Monthly Access Fee                                       | \$20.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>2</sup> | Unlimited |
| Mobile Hotspot <sup>3</sup>                              | Unlimited |
| Plan #                                                   | 70991     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G connected laptop. A 5G device is required to receive 5G Ultra Wideband service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

<sup>2</sup>If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

## Government 5G UWB Mobile Broadband Tablet Share Plan<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                      |               |
|------------------------------------------------------|---------------|
| Monthly Access Fee                                   | \$10.00       |
| 4G LTE and 5G Ultra Wideband Data Allowance (Shared) | 2 GB          |
| Data Overage Rate                                    | \$5.00 per GB |
| Plan #                                               | 71010         |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

## 5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector\*

This plan is not eligible for monthly access fee discounts.

|                                                                        |           |
|------------------------------------------------------------------------|-----------|
| <b>Monthly Access Fee</b>                                              | \$65.00   |
| <b>5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)<sup>1</sup></b> | 200 Mbps  |
| <b>5G Ultra Wideband (C-Band) Domestic Data Allowance</b>              | Unlimited |
| <b>Plan #</b>                                                          | 73757     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 5G Ultra Wideband network. \*This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon Wireless approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible.

<sup>1</sup>Speed Tier Limit represents the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wideband service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to the Verizon Wireless 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

## Government 5G UWB Unlimited Jetpack/MiFi Data Device Plan<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                                |           |
|----------------------------------------------------------------|-----------|
| <b>Monthly Access Fee</b>                                      | \$39.99   |
| <b>4G LTE and 5G Ultra Wideband Data Allowance<sup>2</sup></b> | Unlimited |
| <b>Plan #</b>                                                  | 71013     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G mobile broadband Jetpack or MiFi data device. A 5G device is required to receive 5G Ultra Wideband service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

<sup>2</sup>If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion; and, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while in 4G and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

## 5G Public Sector 2<sup>nd</sup> Number Smartphone Backup Plan<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                                   |                  |
|-------------------------------------------------------------------|------------------|
| <b>Monthly Access Fee</b>                                         | \$10.00          |
| <b>Anytime Minutes in US/Canada/Mexico<sup>2</sup></b>            | Unlimited        |
| <b>Data Allowance in US/Canada/Mexico<sup>2</sup></b>             | 250 MB           |
| <b>Data Overage Rate in US/Canada/Mexico<sup>2</sup></b>          | \$15.00 per 5 GB |
| <b>Domestic and International Messaging Allowance<sup>3</sup></b> | Unlimited        |
| <b>Plan #</b>                                                     | 75132            |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual eSIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

<sup>1</sup>The 5G Public Sector 2<sup>nd</sup> Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual eSIM capable smartphone that is compatible with the Verizon Wireless network.

<sup>2</sup>The 5G Public Sector 2<sup>nd</sup> Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

<sup>3</sup>Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

## Business Internet/Fixed Wireless Access

### 5G C-Band FWA Backup Mobile Broadband Share Plan

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                        |                |
|----------------------------------------|----------------|
| <b>Monthly Access Fee</b>              | \$15.00        |
| <b>Domestic Data Allowance</b>         | 1 GB           |
| <b>Domestic Data Allowance Overage</b> | \$10.00 per GB |
| <b>Plan #</b>                          | 45216          |

**Notes:** This plan is intended for business use only. This plan is restricted to the Verizon Wireless 5G and 4G LTE network (domestic and international roaming are not available). Coverage includes the Verizon Wireless 5G Ultra Wideband (C-band) network. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Only Customer-provided, 5G C-Band router devices or designated 5G C-Band devices sold through Verizon Wireless may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB.

**Data Sharing:** Lines on the same billing account only on this custom share plan can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with lowest overage.

This plan is approved for use as a backup solution for business continuity only and is to be used for primary connectivity.

This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive calls or send/receive text, picture or multimedia messages.

This plan can be used as a backup solution for point-of-sale, mobile terminal, and business productivity applications. Prohibited applications include, but are not limited to, continuously streaming video, public/Guest Wi-Fi, and web hosting systems without prior approval from Verizon Wireless.

This plan is a fixed location plan. Customer agrees to only use the Wireless Service at the qualified service address that Verizon Wireless approved at the time the Wireless Service was activated. If Customer uses the Wireless Service outside of the qualified service address without the specific written approval of Verizon Wireless, Verizon Wireless reserves the right to terminate the Wireless Service at any time upon written notice.

80058

## 4G FWA Backup Mobile Broadband Share Plan

This plan is not eligible for monthly access fee discounts.

|                                 |                |
|---------------------------------|----------------|
| Monthly Access Fee              | \$20.00        |
| Domestic Data Allowance         | 2 GB           |
| Domestic Data Allowance Overage | \$10.00 per GB |
| Rate Plan #                     | 52913          |

**Note:** This plan is intended for business use only. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB.

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

## 4G FWA Mobile Broadband Backup Router On-Net Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                        |                 |
|------------------------|-----------------|
| Monthly Access Fee     | \$10.00 (50536) |
| Monthly Data Allowance | 25 MB           |
| Data Overage Rate      | \$10.00 per GB  |

**Notes:** This plan is intended for business use only. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be backdated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB. This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture, or multimedia messages.

### 4G FWA POTS Backup Plan \$15 1GB

This plan is not eligible for monthly access fee discounts.

|                                        |                |
|----------------------------------------|----------------|
| <b>Monthly Access Fee</b>              | \$15.00        |
| <b>Domestic Data Allowance</b>         | 1 GB           |
| <b>Domestic Data Allowance Overage</b> | \$10.00 per GB |
| <b>Plan # (4G Routers)</b>             | 57484          |

**Note:** This plan is intended for business use only. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of \$10.00 per GB.

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

### 4G FWA Back-up Mobile Broadband Share Plan with Voice

This plan is NOT eligible for monthly access fee discounts.

|                                            |                   |
|--------------------------------------------|-------------------|
| <b>Monthly Access Fee</b>                  | \$15.00           |
| <b>Data Allowance (Shared)</b>             | 1 GB              |
| <b>Data Overage Rate</b>                   | \$10.00 per GB    |
| <b>Voice Minutes Allowance (Non-Share)</b> | 50                |
| <b>Voice Overage Rate</b>                  | \$0.02 per minute |
| <b>Plan #</b>                              | 65211             |

**Notes:** This plan is intended for business use only. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only select Customer-provided, 5G Nationwide-voice capable or 4G LTE voice-capable router devices may be activated on this plan. Text services are not permitted to be provisioned on this plan (text messages cannot be sent or received.)

Lines on this 4G FWA Back-up Mobile Broadband Share Plan with Voice require geographic mobile telephone numbers and may be required to be on a separate profile/Company ID from Customer's other IoT or M2M Lines.

**Data Sharing:** Sharing among 4G FWA Back-up Mobile Broadband Share Plan with Voice Lines is available only among 4G FWA Back-up Mobile Broadband Share Plan with Voice Lines active on this plan. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

## Machine-to-Machine (M2M)\*

\*See [M2M Data Plan Terms and Conditions](#) below.

### Machine to Machine (M2M) Share Group 1 Plans - Low Usage

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                               |              |              |               |               |               |
|-----------------------------------------------|--------------|--------------|---------------|---------------|---------------|
| <b>Domestic Profile Shared Data Allowance</b> | 1 MB (87660) | 5 MB (87661) | 25 MB (87662) | 50 MB (87663) | 150MB (87664) |
| <b>Monthly Access Fee</b>                     | \$5.00       | \$7.00       | \$10.00       | \$15.00       | \$18.00       |
| <b>Domestic Account Shared Data Allowance</b> | 1 MB (87640) | 5 MB (87641) | 25 MB (87642) | 50 MB (87643) | 150MB (87644) |
| <b>Monthly Access Fee</b>                     | \$5.00       | \$7.00       | \$10.00       | \$15.00       | \$18.00       |
| <b>Overage Rate Per Megabyte</b>              | \$1.00       |              |               |               |               |

### Machine to Machine (M2M) Share Group 2 Plans - High Usage

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                               |                |              |              |               |
|-----------------------------------------------|----------------|--------------|--------------|---------------|
| <b>Domestic Profile Shared Data Allowance</b> | 250 MB (87665) | 1 GB (87668) | 5 GB (87671) | 10 GB (87673) |
| <b>Monthly Access Fee</b>                     | \$20.00        | \$25.00      | \$50.00      | \$80.00       |
| <b>Monthly Access Fee less discount</b>       | \$20.00        | \$25.00      | \$38.50      | \$61.60       |
| <b>Domestic Account Shared Data Allowance</b> | 250 MB (87645) | 1 GB (87646) | 5 GB (87647) | 10 GB (87648) |
| <b>Monthly Access Fee</b>                     | \$20.00        | \$25.00      | \$50.00      | \$80.00       |
| <b>Monthly Access Fee less discount</b>       | \$20.00        | \$25.00      | \$38.50      | \$61.60       |
| <b>Overage Rate Per Megabyte</b>              | \$0.015        |              |              |               |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing.

**Account Share Data Sharing:** Sharing among M2M Lines is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

**Profile Share Data Sharing:** Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB. (If using profile share the data allowance must be a least 1 MB.)

## Public Sector 4G Machine-to-Machine Share Plans

Government Subscribers Only

The plans below reflect the monthly access charge discount. No additional discounts apply.

| Monthly Access Fee      | \$39.99<br>(90233) | \$59.99<br>(90234) | \$99.99<br>(90235) |
|-------------------------|--------------------|--------------------|--------------------|
| Data Allowance (Shared) | 5 GB               | 10 GB              | 20 GB              |
| Data Overage Rate       | \$8.00 per GB      |                    |                    |

**Notes:** These plans are for domestic machine to machine data-only devices, on the Verizon Wireless network only. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE machine-to-machine devices. Netbook, Smartphone, and Tablet devices are not eligible for Machine-to-Machine pricing.

**Data Sharing:** Lines on these Public Sector 4G Machine-to-Machine Share Plans can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

## 4G Machine-to-Machine Wireless Backup Router Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

| Monthly Access Fee     | \$10.00 (86848)                                         |
|------------------------|---------------------------------------------------------|
| Monthly Data Allowance | 25 MB                                                   |
| Data Overage Rate      | \$10.00 per GB                                          |
| Text Messaging         | \$0.20 per message, sent or received (device dependent) |

**Notes:** This is a commercially available plan and is subject to change without notice. Current data coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the 25 MB allowance will be charged at the overage rate of \$10.00 per GB. Text messaging feature packages may be added to this plan. This Wireless Backup Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. This M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan.

## Features

### Call Filter

**This feature is NOT eligible for monthly access fee discounts.**

**Monthly Access Fee<sup>1</sup>**

\$0.00

**Notes:** Additional feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). <sup>1</sup>This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. \* Once enabled all lines have the ability to access call filter. \*\* 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.

See below for [Call Filter Service Attachment to Verizon Wireless Agreement](#).

### Call Filter Plus

**This feature is NOT eligible for monthly access fee discounts.**

**Monthly Access Fee<sup>1</sup>**

\$0.75 (87867)

**Notes:** Additional feature information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). <sup>1</sup>This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. \* Once enabled all lines have the ability to access call filter.

### Name ID Features

**The features below reflect the monthly access charge discount. No additional discounts apply.**

**Feature**

**Monthly Access**

**Share Name ID**

\$0.00

**Company Name ID**

\$1.99 per line

**Note:** Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

**Company Name ID**

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The **Logo display service** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

**Share Name ID**

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- Users must be subscribed to the My Business portal to use this feature.

## Data Packages for 4G Basic Phones and Smartphones

Government Subscribers Only

The Data Packages are eligible for monthly access fee discounts and promotions, when available.

| Monthly Access Fee per line when added to an eligible voice-only plan | Data Allowance | Data Overage Rate After Allowance |
|-----------------------------------------------------------------------|----------------|-----------------------------------|
| \$10.00 (Basic devices only-77810) <sup>1,2</sup>                     | 75 MB          | \$10.00 per each additional 75 MB |
| \$12.00 (Basic devices only-85533) <sup>1,2</sup>                     | 300 MB         | \$15.00 per each additional GB    |
| \$30.00 (Smartphones-76375) <sup>3</sup>                              | 2 GB           | \$10.00 per each additional GB    |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

<sup>1</sup>There is a default data block on 4G Basic phones until a data package is selected and added to a line of service.

<sup>2</sup>The data packages for Basic phones can only be added to a voice-only plan with a monthly access fee of \$15.99 or higher.

<sup>3</sup>Smartphones require a data package with a minimum allowance of 2GB. The \$30.00/2GB data package is eligible for a monthly access fee discount when combined with select Government Business plans.

## Global/International

### **Custom Business TravelPass Feature<sup>1</sup>**

**Corporate Subscribers Only**  
Rates are not eligible for discounts.

|                                                 |                            |
|-------------------------------------------------|----------------------------|
| <b>Canada and Mexico Daily Rate<sup>2</sup></b> | <b>\$2.00</b>              |
| <b>Rest of World Daily Rate<sup>2,3</sup></b>   | <b>\$10.00</b>             |
| <b>Non-Travel Pass Countries<sup>4</sup></b>    | <b>Pay As You Go Rates</b> |

**Notes:** <sup>1</sup>This feature requires a 4G World Device or a 5G World Device. <sup>2</sup>The daily rate covers a 24-hour time period. <sup>3</sup>For eligible countries, <sup>4</sup>non-TravelPass country rates and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international). For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This feature can only be added to lines activated on the following plan(s): Custom Business Plans for Basic and Smartphones-Subsidized; Custom Business Plans for Basic and Smartphones-BYOD

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### **4G Business TravelPass Feature<sup>1</sup>**

**Government Subscribers Only**  
Rates are not eligible for discounts.

|                                                 |                            |
|-------------------------------------------------|----------------------------|
| <b>Canada and Mexico Daily Rate<sup>2</sup></b> | <b>\$6.00 (SPO 383)</b>    |
| <b>Rest of World Daily Rate<sup>2,3</sup></b>   | <b>\$12.00</b>             |
| <b>Non-Travel Pass Countries<sup>4</sup></b>    | <b>Pay As You Go Rates</b> |

**Notes:** <sup>1</sup>This feature requires a 4G World Device or 5G World Device. <sup>2</sup>The daily rate covers a 24-hour time period. <sup>3</sup>For eligible countries, <sup>4</sup>non-TravelPass country rates, and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international). For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This is a generally available retail feature and is subject to change without notice.

This feature can only be added to lines activated on the following plan(s) under this Agreement.

## 4G Business TravelPass Feature<sup>1</sup>

Government Subscribers Only

Rates are not eligible for discounts.

|                                                 |                         |
|-------------------------------------------------|-------------------------|
| <b>Canada and Mexico Daily Rate<sup>2</sup></b> | <b>\$0.00 (SPO 988)</b> |
| <b>Rest of World Daily Rate<sup>2,3</sup></b>   | <b>\$12.00</b>          |
| <b>Non-Travel Pass Countries<sup>4</sup></b>    | Pay As You Go Rates     |

**Notes:** <sup>1</sup>This feature requires a 4G World Device or 5G World Device. <sup>2</sup>The daily rate covers a 24-hour time period. <sup>3</sup>For eligible countries, <sup>4</sup>non-TravelPass country rates, and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international). For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option.

For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. For data usage in Rest of World countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This is a generally available retail feature and is subject to change without notice.

This feature can only be added to lines activated on the following plan under this Agreement: Unlimited Plan for Smartphones – Government (PP 99719).

## 4G Business TravelPass Feature<sup>1</sup>

Government Subscribers Only

Rates are not eligible for discounts.

|                                                 |                          |
|-------------------------------------------------|--------------------------|
| <b>Canada and Mexico Daily Rate<sup>2</sup></b> | <b>\$0.00 (SPO 1255)</b> |
| <b>Rest of World Daily Rate<sup>2,3</sup></b>   | <b>\$12.00</b>           |
| <b>Non-Travel Pass Countries<sup>4</sup></b>    | Pay As You Go Rates      |

**Notes:** <sup>1</sup>This feature requires a 4G World Device or 5G World Device. <sup>2</sup>The daily rate covers a 24-hour time period. <sup>3</sup>For eligible countries, <sup>4</sup>non-TravelPass country rates, and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international). For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option.

For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. For data usage in Rest of World countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This is a generally available retail feature and is subject to change without notice.

This feature can only be added to lines activated on the following plan(s) under this Agreement: PP 53537-Business Unlimited Plus Data Device Plan; PP 52599-Business Unlimited Tablet Pro Plan.

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## Custom Business TravelPass Feature<sup>1</sup>

Corporate Subscribers Only

Rates are not eligible for discounts.

|                                                 |                     |
|-------------------------------------------------|---------------------|
| <b>Canada and Mexico Daily Rate<sup>2</sup></b> | \$0.00 (1115)       |
| <b>Rest of World Daily Rate<sup>2,3</sup></b>   | \$5.00              |
| <b>Non-Travel Pass Countries<sup>4</sup></b>    | Pay As You Go Rates |

**Notes:** <sup>1</sup>This feature requires a 4G World Device or a 5G World Device. <sup>2</sup>The daily rate covers a 24-hour time period. <sup>3</sup>For eligible countries, <sup>4</sup>non-TravelPass country rates and additional information, go to [www.verizonwireless.com/international](http://www.verizonwireless.com/international). For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plan(s): Custom 4G Verizon Unlimited Smartphone Plan for Public Sector (PP 23655) & 4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector (61576).

## Global Messaging<sup>1</sup>

No additional discounts apply.

### Global Text Messaging

|                        |                                                                                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Canada</b>          | \$0.20 per recipient per message sent and \$0.20 per message received, or according to your Domestic Messaging Plan |
| <b>Other Countries</b> | \$0.50 per recipient per message sent and \$0.05 per message received                                               |

### Global Picture and Video Messaging

|                                       |                                                                                                                                                                                                                               |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Canada, Mexico and Puerto Rico</b> | \$0.25 per recipient per message sent or received, or according to your Domestic Messaging Plan, plus global data roaming charges.                                                                                            |
| <b>Other Countries</b>                | \$0.50 per recipient to send, \$0.25 per message to receive plus global data roaming charges. Visit <a href="http://verizonwireless.com/international/mms">verizonwireless.com/international/mms</a> for supported countries. |

**Notes:** Current coverage details, and list of Other Available Countries can be found at [www.verizonwireless.com/International](http://www.verizonwireless.com/International). See attached Calling Plan and Feature Details for important information about calling plans, features and options. <sup>1</sup>Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.

## NVLPT 4G Nationwide for Government Plans Voice Share and Unlimited Data Plans with International Travel Data

Government Subscribers Only

The plans below reflect the monthly access fee discount. No additional discounts apply.

|                                                   |                           |                  |                           |
|---------------------------------------------------|---------------------------|------------------|---------------------------|
| Monthly Access Fee (non-share)                    | \$84.14 (86740)           | \$99.99 (86742)  | \$114.62 (86744)          |
| Monthly Access Fee after discount (non-share)     | \$65.63                   | \$77.99          | \$89.40                   |
| Monthly Access Fee (Account Share)                | \$86.57 (86741)           | \$102.43 (86743) | \$117.06 (86745)          |
| Monthly Access Fee after discount (Account Share) | \$67.52                   | \$79.90          | \$91.31                   |
| Monthly Anytime Voice Minutes                     | 400                       | 600              | 1000                      |
| Voice Overage Rate                                | \$0.25 per minute         |                  |                           |
| Mobile to Mobile Minutes                          | Unlimited                 |                  |                           |
| Night and Weekend Minutes                         | Unlimited                 |                  |                           |
| Domestic Long Distance                            | Included                  |                  |                           |
| Domestic Data Allowance <sup>1</sup>              | Unlimited                 |                  |                           |
| Domestic Text, Picture and Video Messages         | Unlimited                 |                  |                           |
| Friends and Family (up to 10 numbers per account) | Included                  |                  |                           |
| International Travel Data Allowance <sup>2</sup>  | Unlimited                 |                  |                           |
| International Travel Voice Rates <sup>4,5</sup>   | Zone 1: \$0.69 per minute |                  | Zone 2: \$1.99 per minute |

### Optional Features

|                               |                               |
|-------------------------------|-------------------------------|
| Domestic 4G Push To Talk Plus | \$2.00 per line (81129/81174) |
| Mobile Hotspot <sup>3</sup>   | \$10.00 per line (76445)      |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE smartphones. Usage outside of the United States requires a 5G or 4G World device.

<sup>1</sup>The domestic data allowance applies in the United States and does not share. Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

<sup>2</sup>The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available. To see supported countries and rates for services such as voice and messaging, go to [verizonwireless.com/international](http://verizonwireless.com/international). Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States.

<sup>3</sup>Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

**Account Share Voice Sharing (Domestic Only):** At the end of each bill cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

**<sup>4</sup>Zone 1 Countries:** Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelmy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent and Grenadines,

Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam, and Wales.

**<sup>5</sup>Zone 2 Countries:** Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

## International Options Monthly Features: Mexico and Canada

The calling features below reflect the monthly access fee discount. No additional discounts apply.

| International Options<br>Monthly Feature: Mexico<br>and Canada           | 0 Voice<br>Minutes     | 0 Voice<br>Minutes     | 100 Voice<br>Minutes               | 250 Voice<br>Minutes               | 500 Voice<br>Minutes               |
|--------------------------------------------------------------------------|------------------------|------------------------|------------------------------------|------------------------------------|------------------------------------|
| <b>Monthly Access Fee (1<br/>Month)*</b>                                 | \$10.00<br>(SPO 428)*  | \$20.00<br>(SPO 426)*  | \$15.00<br>(SPO 441)*              | \$30.00<br>(SPO 425)*              | \$25.00<br>(SPO 443)*              |
| <b>Monthly Access Fee less<br/>discount</b>                              | \$10.00                | \$20.00                | \$15.00                            | \$23.10                            | \$25.00                            |
| International Options<br>Monthly Recurring Feature:<br>Mexico and Canada | 0 Voice<br>Minutes     | 0 Voice<br>Minutes     | 100 Voice<br>Minutes               | 250 Voice<br>Minutes               | 500 Voice<br>Minutes               |
| <b>Monthly Access Fee<br/>(Recurring)**</b>                              | \$10.00<br>(SPO 427)** | \$20.00<br>(SPO 446)** | \$15.00<br>(SPO 434)**             | \$30.00<br>(SPO 424)**             | \$25.00<br>(SPO 442)**             |
| <b>Monthly Access Fee less<br/>discount</b>                              | \$10.00                | \$20.00                | \$15.00                            | \$23.10                            | \$25.00                            |
| <b>Voice Overage Rate</b>                                                | Pay Go                 |                        | \$0.10/minute                      |                                    | \$0.05/minute                      |
| <b>Data Allowance<sup>1</sup></b>                                        | 100 MB                 | 250 MB                 | 100 MB                             | 250 MB                             | 1 GB                               |
| <b>Data Overage Rate After<br/>Allowance<sup>2</sup></b>                 | \$10.00/100 MB         |                        |                                    |                                    | \$20.00/1 GB                       |
| <b>Messaging Allowance<sup>3</sup></b>                                   | Pay Go                 |                        | 100 sent;<br>unlimited<br>incoming | 250 sent;<br>unlimited<br>incoming | 500 sent;<br>unlimited<br>incoming |
| <b>Messaging Overage Rate<br/>After Allowance<sup>2</sup></b>            | Pay Go                 |                        | \$0.10/Sent Message                |                                    | \$0.05/Sent<br>Message             |

**Notes:** Current coverage details and additional information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). <sup>1</sup>The data allowance applies in Canada and Mexico only, where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. <sup>2</sup>The overage rate is not eligible for discounts. <sup>3</sup>Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at [www.verizonwireless.com/International](http://www.verizonwireless.com/International).

\*This is a monthly feature and will be removed from the account one month after being added to an account.

\*\*This is a recurring feature and will remain on the account until removed.

## International Options Monthly Features: 140+ Countries

The calling features below reflect the monthly access fee discount. No additional discounts apply.

| International Options Monthly Feature: 140+ Countries           | 0 Voice Minutes     | 0 Voice Minutes     | 100 Voice Minutes            | 250 Voice Minutes            |
|-----------------------------------------------------------------|---------------------|---------------------|------------------------------|------------------------------|
| <b>Monthly Access Fee (1 Month)</b>                             | \$25.00 (SPO 431)*  | \$50.00 (SPO 433)*  | \$40.00 (SPO 445)*           | \$85.00 (SPO 423)*           |
| <b>Monthly Access Fee less discount</b>                         | \$19.50             | \$39.00             | \$31.20                      | \$66.30                      |
| International Options Monthly Recurring Feature: 140+ Countries | 0 Voice Minutes     | 0 Voice Minutes     | 100 Voice Minutes            | 250 Voice Minutes            |
| <b>Monthly Access Fee (Recurring)</b>                           | \$25.00 (SPO 412)** | \$50.00 (SPO 432)** | \$40.00 (SPO 444)**          | \$85.00 (SPO 422)**          |
| <b>Monthly Access Fee less discount</b>                         | \$19.50             | \$39.00             | \$31.20                      | \$66.30                      |
| <b>Voice Overage Rate</b>                                       | Pay Go              |                     | \$0.25/minute                |                              |
| <b>Data Allowance<sup>1</sup></b>                               | 100 MB              | 250 MB              | 100 MB                       | 250 MB                       |
| <b>Data Overage Rate After Allowance<sup>2</sup></b>            | \$25.00/100 MB      |                     |                              |                              |
| <b>Messaging Allowance<sup>3</sup></b>                          | Pay Go              |                     | 100 sent; unlimited incoming | 250 sent; unlimited incoming |
| <b>Messaging Overage Rate After Allowance<sup>2</sup></b>       | Pay Go              |                     | \$0.25/Sent Message          |                              |

**Notes:** Current coverage details and additional information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). <sup>1</sup>The data allowance applies in 140+ countries where coverage is available. All data usage, including dedicated Mobile Hotspot, deducts from the same data allowance. Requires an eligible domestic data plan or feature and an International GSM capable device. <sup>2</sup>The overage rate is not eligible for discounts. <sup>3</sup>Multimedia messages (MMS) are included in the allowance, but incur data transport charges (deducts from the International data allowance). Pay Go rates for International Voice, International Messaging, and Data Roaming can be found at [www.verizonwireless.com/International](http://www.verizonwireless.com/International).

\*This is a monthly feature and will be removed from the account one month after being added to an account.

\*\*This is a recurring feature and will remain on the account until removed.

## Public Safety & Mission Critical Applications

### **Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders**

**Government Subscribers Only**

**The plan below reflects the monthly access charge discount. No additional discounts apply.**

|                                           |                 |
|-------------------------------------------|-----------------|
| <b>Monthly Access Fee</b>                 | \$22.99 (16810) |
| <b>Domestic Monthly Voice Minutes</b>     | Unlimited       |
| <b>Domestic Roaming and Long Distance</b> | Included        |
| <b>Domestic Messaging Allowance</b>       | Unlimited       |
| <b>Domestic Data Allowance</b>            | 100MB           |
| <b>Domestic Data Overage</b>              | \$10.00 per GB  |

#### **Optional Feature**

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| <b>Domestic 4G Push To Talk Plus</b> | \$2.00 additional per month (81174) |
|--------------------------------------|-------------------------------------|

**NOTES:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 4G LTE basic phones.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                                                                   |                   |
|-----------------------------------------------------------------------------------|-------------------|
| Monthly Access Fee                                                                | \$36.99           |
| Plan #                                                                            | 61578             |
| Data Allowance in U.S., Canada, Mexico <sup>1,2</sup>                             | Unlimited         |
| Domestic Mobile Hotspot                                                           | Included          |
| Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands | Unlimited         |
| International Travel Data Allowance – Rest of World <sup>†</sup>                  | 1 MB              |
| International Travel Data Overage Rate – Rest of World                            | \$10 per 5 GB     |
| International Travel Voice Rate – Rest of World                                   | \$0.20 per minute |
| Domestic, Canada, & Mexico Long Distance Toll Free <sup>3</sup>                   | Included          |
| Domestic and International Messaging Allowance <sup>4</sup>                       | Unlimited         |

### Optional Features

|                      |                                            |
|----------------------|--------------------------------------------|
| 4G Push-to-Talk Plus | \$0.00 additional per month (81295, 81814) |
|----------------------|--------------------------------------------|

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel rates, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international). <sup>†</sup>The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600 kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.

<sup>2</sup>A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

<sup>4</sup>Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**\* A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders - USA Only

Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.

|                                                  |                                           |
|--------------------------------------------------|-------------------------------------------|
| <b>Monthly Access Fee</b>                        | \$36.99 (79602)                           |
| <b>Monthly Minutes in U.S.</b>                   | Unlimited                                 |
| <b>Domestic Data Allowance<sup>1,2</sup></b>     | Unlimited                                 |
| <b>Domestic Messaging Allowance</b>              | Unlimited                                 |
| <b>5G Ultra Wideband</b>                         | Included (device dependent)               |
| <b>Optional Features</b>                         |                                           |
| <b>Mobile Hotspot (4G LTE and 5G Nationwide)</b> | \$0.00 additional per month (83765)       |
| <b>4G Push-to-Talk Plus</b>                      | \$0.00 additional per month (81295/81814) |

**NOTE:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network in the USA only. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.

<sup>2</sup>A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas. This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.

|                                                                         |           |
|-------------------------------------------------------------------------|-----------|
| Monthly Access Fee                                                      | \$39.99   |
| Domestic Data Allowance <sup>1</sup>                                    | Unlimited |
| Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices) <sup>2</sup> | 20300     |
| Plan # (Most Routers and Permitted Stationary Devices) <sup>3</sup>     | 53910     |

**NOTES:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Only 5G Nationwide and 4G LTE devices can be activated on this plan.

<sup>1</sup>Data usage on this rate plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To maximize high-speed data use for business applications, video applications will stream at 720p. This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. <sup>2</sup>Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan. <sup>3</sup>Devices utilized in conjunction with this plan are limited to routers.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders

Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.

|                                             |                 |
|---------------------------------------------|-----------------|
| Monthly Access Fee                          | \$17.99 (96626) |
| Monthly Push to Talk Plus <sup>1</sup>      | Unlimited       |
| Domestic Voice Per Minute Rate <sup>2</sup> | \$0.25          |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international).

<sup>1</sup>Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.

<sup>2</sup>Lines on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption<sup>1</sup>

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                          |           |
|----------------------------------------------------------|-----------|
| Monthly Access Fee                                       | \$30.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>2</sup> | Unlimited |
| Plan #                                                   | 70996     |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G routers installed in mobile vehicle units. A 5G device is required to receive 5G Ultra Wideband service.

<sup>1</sup>Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

<sup>2</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 50 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To maximize high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption services, which are available while on the domestic 4G LTE network.

Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## 5G UWB Unlimited Tablet Plan<sup>1</sup> with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                              |           |
|--------------------------------------------------------------|-----------|
| Monthly Access Fee                                           | \$20.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2,3</sup> | Unlimited |
| Plan #                                                       | 73944     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                |            |
|----------------|------------|
| Public Safety  | HealthCare |
| Transportation | Utilities  |
| Government     | Education  |

## 5G UWB Unlimited Connected Laptop Plan<sup>1</sup> with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                              |           |
|--------------------------------------------------------------|-----------|
| Monthly Access Fee                                           | \$20.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2,3</sup> | Unlimited |
| Plan #                                                       | 73964     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                |            |
|----------------|------------|
| Public Safety  | HealthCare |
| Transportation | Utilities  |
| Government     | Education  |

## 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                            |           |
|------------------------------------------------------------|-----------|
| Monthly Access Fee                                         | \$39.99   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2</sup> | Unlimited |
| Plan #                                                     | 73977     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                |            |
|----------------|------------|
| Public Safety  | HealthCare |
| Transportation | Utilities  |
| Government     | Education  |

## 5G UWB Unlimited Tablet Plan<sup>1</sup> with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                              |           |
|--------------------------------------------------------------|-----------|
| Monthly Access Fee                                           | \$20.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2,3</sup> | Unlimited |
| Plan #                                                       | 80071     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 5G UWB Unlimited Connected Laptop Plan<sup>1</sup> with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                              |           |
|--------------------------------------------------------------|-----------|
| Monthly Access Fee                                           | \$20.00   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2,3</sup> | Unlimited |
| Plan #                                                       | 80076     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>**Mobile hotspot is not** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                            |           |
|------------------------------------------------------------|-----------|
| Monthly Access Fee                                         | \$39.99   |
| 4G LTE and 5G Ultra Wideband Data Allowance <sup>1,2</sup> | Unlimited |
| Plan #                                                     | 80081     |

**Notes:** Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup>Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming** - to maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 5G Public Safety 2<sup>nd</sup> Number Smartphone Backup Plan<sup>1</sup> (Includes Mobile Broadband Priority)

Government Subscribers Only

This plan is not eligible for monthly access fee discounts.

|                                                                   |                  |
|-------------------------------------------------------------------|------------------|
| <b>Monthly Access Fee</b>                                         | \$10.00          |
| <b>Anytime Minutes in US/Canada/Mexico<sup>2</sup></b>            | Unlimited        |
| <b>Data Allowance in US/Canada/Mexico<sup>2</sup></b>             | 250 MB           |
| <b>Data Overage in US/Canada/Mexico<sup>2</sup></b>               | \$15.00 per 5 GB |
| <b>Domestic and International Messaging Allowance<sup>3</sup></b> | Unlimited        |
| <b>Plan #</b>                                                     | 75088            |

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide<sup>®</sup> network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

<sup>1</sup>The 5G Public Safety 2<sup>nd</sup> Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.

<sup>2</sup>The 5G Public Safety 2<sup>nd</sup> Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

<sup>3</sup>Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

This plan includes Mobile Broadband Priority. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders

### Government Liable Subscribers Only

#### Monthly Access Fee Per MDN

\$0.00 (86124)

**Notes:** Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders

### Government Liable Subscribers Only

#### Monthly Access Fee Per MDN

\$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)

**Notes:** Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. This service helps national security, public safety, and first responder customers continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: calls to 911 are never preempted.

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Verizon Frontline Network Slice: Connected Vehicle Solution with Mobile Broadband Priority and Preemption<sup>1</sup>

**First Responder Subscribers Only**

**This plan is not eligible for monthly access fee discounts.**

|                                                                      |           |
|----------------------------------------------------------------------|-----------|
| <b>Monthly Access Fee</b>                                            | \$30.00   |
| <b>VFNS, 5G Ultra Wideband and 4G LTE Data Allowance<sup>2</sup></b> | Unlimited |
| <b>Plan #</b>                                                        | 77158     |

**Notes:** Verizon will provide Customer with the Verizon Frontline Network Slice (VFNS) - Connected Vehicle solution where 5G is available, in select markets. Pre-qualification is required. The VFNS - Connected Vehicle solution is only available on Verizon's Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Connected Vehicle solution may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide® network or 5G Ultra Wideband network becomes temporarily unavailable. A VFNS compatible 5G router and antenna installed in mobile vehicle units is required to activate lines on this plan.

<sup>1</sup>**This is a data-only plan**

<sup>2</sup>Data usage on this plan is not subject to speed reductions ("throttling")

This plan includes Mobile Broadband Priority and Preemption services on Verizon's end-to-end network for First Responders. Mobile Broadband Priority identifies the user with an access priority setting, giving the user higher priority for network access than lower access class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

While the best performance will be experienced in 5G VFNS coverage areas, Customer will still experience improved performance with Mobile Broadband Priority and Preemption services while in Verizon's Wireless 5G Nationwide® and 4G LTE networks.

This plan is limited to usage only with a VFNS compatible 5G router installed within a mobile vehicle unit and devices utilized in conjunction with this plan are limited to devices within the mobile vehicle unit. Prohibited uses include, but is not limited to, (i) any usage of the VFNS compatible 5G router outside of the mobile vehicle unit; (ii) any dedicated internet connections (including but not limited to, stationary wireless networking router devices); and (iii) stationary video surveillance cameras, and IoT devices.

In order to protect its network, Verizon reserves the right to modify or discontinue this service at any time to Customer for (i) abusive content or data that excessively contributes to congestion on Verizon's network; or (ii) in a manner that, in Verizon's sole discretion, has an adverse impact on its network, operations or customers.

**\* A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

| First Responders only  |                                  |
|------------------------|----------------------------------|
| Police Protection      | Fire Protection (except private) |
| Ambulance Services/EMS | National Security                |

## 5G Verizon Frontline Network Slice: Smartphone Plan<sup>1</sup> with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                                            |                                            |
|----------------------------------------------------------------------------|--------------------------------------------|
| Monthly Access Fee                                                         | \$36.99                                    |
| Domestic Data Allowance <sup>2</sup>                                       | Unlimited                                  |
| VFNS - 5G Ultra Wideband Data Allowance <sup>3</sup>                       | Unlimited                                  |
| Domestic Mobile Hotspot <sup>4</sup>                                       | Unlimited                                  |
| Monthly Anytime Minutes                                                    | Unlimited                                  |
| Domestic and International Messaging Allowance <sup>5</sup>                | Unlimited                                  |
| Domestic, Canada & Mexico Long Distance Toll Free <sup>6</sup>             | Included                                   |
| International Travel Data Usage Rate – Canada and Mexico Only <sup>7</sup> | Canada: \$1 per MB / Mexico: \$2.05 per MB |
| International Travel Voice Usage Rate – Canada and Mexico Only             | \$0.99 per minute                          |
| Plan #                                                                     | 72247                                      |

**Notes:** Verizon Wireless will provide Customer with the Verizon Frontline Network Slice (VFNS) - Smartphone Plan where 5G is available, in select markets. Pre-qualification is required. The VFNS – Smartphone Plan is only available on the Verizon Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Smartphone Plan may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide network or 5G UWB network becomes temporarily unavailable. A VFNS compatible 5G Smartphone device is required to activate lines on this plan.

Coverage includes the Verizon Wireless 5G Nationwide network, 5G UWB network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G Smartphone. A 5G device is required to receive 5G UWB service.

<sup>1</sup> Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders, will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup> Video Streaming – To maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup> A 5G device is required to receive 5G UWB service.

<sup>4</sup> Mobile Hotspot is available on all capable devices and allows a line to share its data allowance with multiple Wi-Fi enabled devices.

<sup>5</sup> Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

<sup>6</sup> Includes domestic toll free calling and toll free calling from the United States to Canada and Mexico.

<sup>7</sup> Network Slicing benefits are limited to the US.

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel

uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**\*\*WPS is incompatible with this plan\*\***

**A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.**

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 5G Verizon Frontline Network Slice: Tablet Plan<sup>1</sup> with Priority and Preemption for First Responders

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                                            |                                               |
|----------------------------------------------------------------------------|-----------------------------------------------|
| Monthly Access Fee                                                         | \$20.00                                       |
| Domestic Data Allowance <sup>2,3</sup>                                     | Unlimited                                     |
| VFNS - 5G Ultra Wideband Data Allowance                                    | Unlimited                                     |
| International Travel Data Usage Rate – Canada and Mexico Only <sup>4</sup> | Canada: \$1.00 per MB / Mexico: \$2.05 per MB |
| Plan #                                                                     | 72394                                         |

**Notes:** Verizon Wireless will provide Customer with the Verizon Frontline Network Slice (VFNS) - Tablet Plan where 5G is available, in select markets. Pre-qualification is required. The VFNS – Tablet Plan is only available on the Verizon Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Tablet Plan may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide network or 5G UWB network becomes temporarily unavailable. A VFNS compatible 5G tablet device is required to activate lines on this plan.

Coverage includes the Verizon Wireless 5G Nationwide network, 5G UWB network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet. A 5G device is required to receive 5G UWB service.

<sup>1</sup> Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders, will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup> Video Streaming - To maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup> **Mobile hotspot is not** available on this plan.

<sup>4</sup> Network Slicing benefits are limited to the US.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area.)

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.**

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 5G Verizon Frontline Network Slice: Connected Laptop<sup>1</sup> Solution with Mobile Broadband Priority and Preemption

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                                                                            |                                               |
|----------------------------------------------------------------------------|-----------------------------------------------|
| Monthly Access Fee                                                         | \$20.00                                       |
| Domestic Data Allowance <sup>2,3</sup>                                     | Unlimited                                     |
| VFNS - 5G Ultra Wideband Data Allowance                                    | Unlimited                                     |
| International Travel Data Usage Rate – Canada and Mexico Only <sup>4</sup> | Canada: \$1.00 per MB / Mexico: \$2.05 per MB |
| Plan #                                                                     | 72395                                         |

**Notes:** Verizon Wireless will provide Customer with the Verizon Frontline Network Slice (VFNS) - Connected Laptop solution where 5G is available, in select markets. Pre-qualification is required. The VFNS - Connected Laptop solution is only available on the Verizon Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Connected Laptop solution may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide network or 5G UWB network becomes temporarily unavailable. A VFNS compatible 5G laptop device is required to activate lines on this plan.

Coverage includes the Verizon Wireless 5G Nationwide network, 5G UWB network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G laptop. A 5G device is required to receive 5G UWB service.

<sup>1</sup>Data usage on this plan is not subject to speed reductions (“throttling”) within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders, will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.

<sup>2</sup>Video Streaming – To maximize high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

<sup>3</sup>**Mobile hotspot is not** available on this plan.

<sup>4</sup>Network Slicing benefits are limited to the US.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.**

**This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                  |                   |
|------------------|-------------------|
| First Responders | National Security |
|------------------|-------------------|

## 4G/5G Public Safety Bodycam Shared Data Plans National Security, Public Safety, and First Responders

Government Subscribers Only

These plans are NOT eligible for monthly access fee discounts.

| Monthly Access Fee                                                                  | \$5.00        | \$7.50 | \$15.00 | \$20.00 |
|-------------------------------------------------------------------------------------|---------------|--------|---------|---------|
| 4G/5G Nationwide and 5G Ultra Wideband Shared Data Allowance in U.S. <sup>1,2</sup> | 500 MB        | 1 GB   | 3 GB    | 5 GB    |
| Domestic Data Overage Rate                                                          | \$5.00 per GB |        |         |         |
| Plan #                                                                              | 63689         | 63690  | 63732   | 63735   |

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on these plans must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE mobile broadband devices.

<sup>1</sup>A 5G device is required to receive 5G UWB service.

<sup>2</sup>**Devices activated on these plans cannot be used outside of the United States.**

**Data Sharing:** Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

These plans include Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

**\* A brief service outage and device reboot may be required in order for the new plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

**These plans are available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

|                   |               |
|-------------------|---------------|
| First Responders  | Public Safety |
| National Security | HealthCare    |
| Transportation    | Education     |
| Government        | Utilities     |

## Other Verizon Plans

### 4G Smartwatch with NumberShare<sup>1</sup> Unlimited Plan - Government

This plan is not eligible for monthly access fee discounts.

|                                                             |                 |
|-------------------------------------------------------------|-----------------|
| Monthly Access Fee                                          | \$10.00 (13413) |
| Domestic Anytime Minutes                                    | Unlimited       |
| Domestic Data Allowance <sup>2</sup>                        | Unlimited       |
| Domestic and International Messaging Allowance <sup>3</sup> | Unlimited       |

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is for use only in the United States on the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.

<sup>1</sup>Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.

<sup>2</sup>Usage may be prioritized behind other customers in the event of network congestion.

<sup>3</sup>Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

### 4G Business Unlimited Smartwatch Plan (Standalone)

Government Subscribers

This plan is not eligible for monthly access fee discounts.

|                                                             |                 |
|-------------------------------------------------------------|-----------------|
| Monthly Access Fee                                          | \$20.00 (32836) |
| Monthly Anytime Minutes                                     | Unlimited       |
| Data Allowance <sup>1</sup>                                 | Unlimited       |
| Domestic and International Messaging Allowance <sup>2</sup> | Unlimited       |

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only select smartwatch devices can be activated on this plan.

<sup>1</sup>After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of network congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 5G or 4G GSM/UMTS global-capable device.

<sup>2</sup>Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to [www.verizonwireless.com](http://www.verizonwireless.com).

This plan is not compatible with Private Network Traffic Management (PNTM) nor Private Network.

## Single Basic Phone Unlimited Talk Plus 500 MB Plan (Business Phone Connect\*)

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

|                               |                 |
|-------------------------------|-----------------|
| Monthly Access Fee            | \$30.00 (36677) |
| Monthly Anytime Voice Minutes | Unlimited       |
| Monthly Data Allowance        | 500 MB          |
| Data Overage Rate             | \$10.00 per GB  |
| Domestic Long Distance        | Included        |

**Notes:** This is a commercially available plan and is subject to change without notice. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international).

\*May only be activated on a Verizon Wireless Business Phone Connect Approved Device. This is not a Home Phone Service. This service is generally utilized to replace POTS lines.

## 4G Nationwide Push to Talk Plus Only Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.

|                                        |                       |
|----------------------------------------|-----------------------|
| Monthly Access Fee                     | \$19.99 (94244/92857) |
| Monthly Push to Talk Plus <sup>1</sup> | Unlimited             |
| Monthly Voice Minutes <sup>2</sup>     | None                  |
| Data Usage Rate <sup>3</sup>           | Per data package      |

**Notes:** Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Usage outside the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at [www.verizonwireless.com/international](http://www.verizonwireless.com/international).

<sup>1</sup>Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.

<sup>2</sup>Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls. <sup>3</sup>Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

## Custom 4G Wireless Home Phone for Government Voice Plan<sup>1</sup>

Government Subscribers Only

This plan is NOT eligible for monthly access fee discounts

**Monthly Access Fee**

**\$20.00** (93792)

**Monthly Anytime Minutes**

Unlimited

**Notes:** This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. This is not a Home Phone service. This service is generally utilized to replace POTS lines.

<sup>1</sup>Lines activated on this plan must be on a 4G Verizon Wireless Home Phone approved voice-only device. Lines activated on this plan cannot be used outside the United States. Data usage is not available with this plan.

## 4G Business Unlimited Connected Device Plan (Camera)

Corporate Subscribers Only

This plan is NOT eligible for monthly access fee discounts.

**Monthly Access Fee\***

**\$45.00** (99342)

**Data Allowance<sup>1</sup>**

Unlimited

**Notes:** Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Connected Camera Devices, such as the Arlo Go, can be activated on this plan.

\*Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. This Business Unlimited Plan is not compatible with Private Network Traffic Management (PNTM) or Private Network.

<sup>1</sup>If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 200 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 4G LTE GSM/UMTS global-capable device.

### Verizon Auto Share (In-Vehicle) Plan\*

This plan is NOT eligible for monthly access fee discounts.

| Monthly Access Fee per Connection (device) | Shared Data Allowance | Data Overage Rate | Included Domestic Text Message Allowance (non-shared)** | Overage Rate per Text Message |
|--------------------------------------------|-----------------------|-------------------|---------------------------------------------------------|-------------------------------|
| \$25.00 (93074)                            | 20 MB (82297)         | \$10.00 per GB    | 20                                                      | \$0.20 per message            |

**Notes:** Coverage is only available in the United States and includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Current data coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). This plan is restricted for use on the Delphi Onboard device only. Components of this plan include Verizon Auto Share Platform access and an in-vehicle hardware device. \*Voice calls cannot be placed or received on this plan, except for calls to 611 or 911 (these calls may be placed anywhere in the Nationwide Rate and Coverage Area). If the voice block feature is removed, there will be a \$0.25 per minute charge for voice calls.

ACCOUNT SHARING-

**Data Sharing:** Sharing is only available among lines active on this plan. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

\*\*Domestic text message allowance does not include picture or video messages.

### Custom Verizon Auto Share Components for Government Subscribers

Verizon Auto Share Components are NOT eligible for discounts.

|                                                                                     |          |
|-------------------------------------------------------------------------------------|----------|
| Verizon M2M Management Center                                                       | Included |
| Mobile App                                                                          | Included |
| QR Code <sup>1</sup>                                                                | Included |
| Verizon Auto Share                                                                  | Included |
| Delphi Onboard Device (OBD)<br>SKU - ACT233LVWQE                                    | \$199.00 |
| Verizon Auto Share Security Kit <sup>2</sup> (self-install kit)<br>SKU - VZN-SECKIT | \$199.97 |

<sup>1</sup>The QR code is in the Equipment Guide and can be ordered as an accessory. <sup>2</sup>Professional Installation services not available to government customers.

## The New Verizon Plan - Talk, Text and Data Plans: Government Subscribers (Up to 10 Phone/Internet Devices/20 Connected Devices)

| Select Device Type                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|
| Smartphones Purchased at Discounted Price (Matrix) (SFO 84014)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84015**) | Basic Phones (SFO 84016)                                       | 4G LTE Routers - with voice only (SFO 84019) or voice and data (SFO 84020) | 4G LTE Broadband Router - data only (SFO 84018) | Jetpacks (SFO 84022)<br>Netbooks/Notebooks (SFO 84024) USBs (SFO 84023)<br>Tablets (including Google Chromebook) (SFO 84021) 4G LTE Internet device <b>(Installed)<sup>1</sup></b> (SFO 84025) | Wireless Home Phone <sup>2</sup> (SFO 84017) | Select Connected Devices <sup>3</sup> (SFO 84026, 84027, 84028) |
| Monthly Line Access Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| \$40.00 per device                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$20.00 per device                                                                      | \$20.00 per device                                             | \$20.00 per device                                                         | \$10.00 per device                              | \$10.00 per device                                                                                                                                                                             | \$20.00 per device                           | \$5.00 per device                                               |
| Select Data Amount (Talk and Text are Unlimited)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| The plans below reflect the monthly access fee discount. No additional discounts apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| Monthly Account Access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         | Maximum Number of Lines (per billing account)                  | Shared Data Allowance                                                      | Domestic Data Overage                           | Safety Mode <sup>5</sup> (682)                                                                                                                                                                 | Carryover Data (671)                         | Data Boost <sup>6</sup> (681)                                   |
| <del>\$35.00</del> <sup>4</sup> <b>\$27.30</b> (96325)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         | Up to 10 Phone/ Internet devices<br>Up to 20 Connected Devices | 2 GB (Small)                                                               | \$15.00 per 1 GB                                | \$5.00                                                                                                                                                                                         | Included                                     | \$20.00 for 1 GB (optional)                                     |
| <del>\$50.00</del> <b>\$39.00</b> (96327)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                                                                | 4 GB (Medium)                                                              |                                                 | \$5.00                                                                                                                                                                                         |                                              |                                                                 |
| <del>\$70.00</del> <b>\$54.60</b> (96328)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |                                                                | 8 GB (Large)                                                               |                                                 | \$5.00                                                                                                                                                                                         |                                              |                                                                 |
| General Allowance Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         | Unlimited                                                      |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| Domestic Long Distance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                         | Included                                                       |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| BlackBerry Enterprise Server                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                         | \$15.00 per line (77515)                                       |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| Cloud Storage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         | 5 GB per line                                                  |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| Unlimited Domestic Text and Multimedia Messages and International Text Messages <sup>7</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                         | Included                                                       |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| Domestic Mobile Hotspot                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                         | Included                                                       |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| <b>Notes:</b> These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data-only devices on these plans share in the data allowance but do not use the minutes or message allowance unless the device is capable. |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |
| <sup>1</sup> LTE Internet (Installed) requires the New Verizon Plans 8 GB or higher. <sup>2</sup> Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. <sup>3</sup> Only approved connected devices are eligible. <sup>4</sup> No additional discounts apply. <sup>5</sup> Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching                                                                              |                                                                                         |                                                                |                                                                            |                                                 |                                                                                                                                                                                                |                                              |                                                                 |

to a plan with a higher data allowance. <sup>6</sup>Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with data-only devices must use the data-only plans.

<sup>7</sup>Included Text Messages originating in the U.S. to Canada and Mexico. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received on these 2GB, 4GB, and 8 GB plans.

Access fee discounts, if available, are applied at the account level only.

The New Verizon Plan is not compatible with Private Network Traffic Management.

**Sharing:** Sharing is available only among Government Subscribers on New Verizon Plans – Talk Text and Data for up to 10 lines on the same account.

**\*\***The \$40.00 monthly line access for Smartphones will automatically change to \$20.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

## The New Verizon Plan for Business - Talk, Text and Data Plans: Government Subscribers (Up to 25 Phone/Internet Devices/50 Connected Devices)

| Select Device Type                                                                           |                                                                                         |                                               |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------|
| Smartphones Purchased at Discounted Price (Matrix) (SFO 84040)                               | Smartphones Purchased at Full Retail Price or Customer Provided Equipment (SFO 84041**) | Basic Phones (SFO 84042)                      | 4G LTE Routers - with voice only (SFO 84044) or 4G LTE Routers (with voice and data bundle) (SFO 84045) | 4G LTE Routers (data only) (SFO 84018) | Jetpacks (SFO 84022)<br>Netbooks/ Notebooks (SFO 84024)<br>USBs (SFO 84023)<br>Tablets (including Google Chromebook) (SFO 84021) | Wireless Home Phone <sup>1</sup> (SFO 84043) | Select Connected Devices <sup>2</sup> (SFO 84026, 84027, 84028) |
| Monthly Line Access Fee                                                                      |                                                                                         |                                               |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| \$35.00 per device                                                                           | \$15.00 per device                                                                      | \$15.00 per device                            | \$15.00 per device                                                                                      | \$10.00 per device                     | \$10.00 per device                                                                                                               | \$15.00 per device                           | \$5.00 per device                                               |
| Select Data Amount (Talk and Text are Unlimited)                                             |                                                                                         |                                               |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| The plans below reflect the monthly access fee discount. No additional discounts apply.      |                                                                                         |                                               |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| Monthly Account Access                                                                       |                                                                                         | Maximum Number of Lines (per billing account) | Shared Data Allowance                                                                                   | Domestic Data Overage                  | Safety Mode <sup>3</sup> (672)                                                                                                   | Carryover Data (671)                         | Data Boost <sup>4</sup> (681)                                   |
| <del>\$175.00</del> <b>\$136.50</b> (96345)                                                  |                                                                                         | Up to 25 Phone/ Internet devices              | 25 GB <sup>3</sup>                                                                                      | \$15.00 per 1 GB                       | Included                                                                                                                         | Included                                     | \$15.00 for 1 GB (optional)                                     |
| <del>\$245.00</del> <b>\$191.10</b> (96366)                                                  |                                                                                         |                                               | 35 GB <sup>3</sup>                                                                                      |                                        |                                                                                                                                  |                                              |                                                                 |
| <del>\$350.00</del> <b>\$273.00</b> (96368)                                                  |                                                                                         |                                               | 50 GB <sup>3</sup>                                                                                      |                                        |                                                                                                                                  |                                              |                                                                 |
| <del>\$500.00</del> <b>\$390.00</b> (96369)                                                  |                                                                                         |                                               | 85 GB <sup>3</sup>                                                                                      |                                        |                                                                                                                                  |                                              |                                                                 |
| <del>\$750.00</del> <b>\$585.00</b> (96370)                                                  |                                                                                         | 150 GB <sup>3</sup>                           |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| <del>\$1000.00</del> <b>\$780.00</b> (96371)                                                 |                                                                                         | Up to 50 Connected Devices                    | 200 GB <sup>3</sup>                                                                                     |                                        |                                                                                                                                  |                                              |                                                                 |
| General Allowance Minutes                                                                    |                                                                                         | Unlimited                                     |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| Domestic Long Distance                                                                       |                                                                                         | Included                                      |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| BlackBerry Enterprise Server                                                                 |                                                                                         | \$15.00 per line (77515)                      |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| Cloud Storage                                                                                |                                                                                         | 5 GB per line                                 |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| Unlimited Domestic Text and Multimedia Messages and International Text Messages <sup>5</sup> |                                                                                         | Included                                      |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |
| Domestic Mobile Hotspot                                                                      |                                                                                         | Included                                      |                                                                                                         |                                        |                                                                                                                                  |                                              |                                                                 |

**Notes:** These are generally available retail plans, and are subject to change without notice. Current coverage details and additional plan information can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Data-only devices on these plans share in the data allowance but do not use the minutes or message allowance unless the device is capable.

<sup>1</sup>Wireless Home Phone shares in the unlimited voice minutes but not the message or data allowance. <sup>2</sup>Only approved connected devices are eligible. All Talk, Text and Data allowances on the New Verizon Plan for Business include Mexico and Canada, and unlimited calling from the US to Mexico and Canada at no additional charge. TravelPass (including Canada and Mexico) may be added to the New Verizon Plan for Business plans for access to additional countries. <sup>3</sup>Safety Mode speeds do not impact the quality of HD calls; however, the speeds will impact HD video calling experience. While in Safety Mode customer can return to full 4G LTE speed by purchasing Data Boost or switching to a plan with a higher data allowance. <sup>4</sup>Data Boost allows additional 4G LTE data to be purchased when needed. Accounts with data-only devices must use the data-only plans. <sup>5</sup>Included Text Messages originating in the U.S. to Canada and Mexico.

Access fee discounts, if available, are applied at the account level only.

The New Verizon Plan for Business is not compatible with Private Network Traffic Management.

**Sharing:** Customers subscribing to the New Verizon Plan for Business will be billed on separate billing accounts and invoices. Sharing is available only among Government Subscribers on the New Verizon Plan for Business – Talk Text and Data with 11 or more lines on the same account.

**\*\***The \$35.00 monthly line access for Smartphones will automatically change to \$15.00 monthly line access once the line term is fulfilled. Proration may occur.

Promotions may be available for Monthly Line and Account Access Fees. Please contact your Government Account Manager.

## Zipit Now Messaging Solution\*

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Please note a separate agreement must be negotiated and executed between the Customer and Zipit Wireless for the services\* it will provide.

|                                           |                 |
|-------------------------------------------|-----------------|
| <b>Monthly Access Fee</b>                 | \$15.00 (86024) |
| <b>Optional Feature Access Fee</b>        | N/A             |
| <b>Domestic MB Allowance</b>              | 35 MB           |
| <b>Overage Rate Per MB</b>                | \$0.10 MB       |
| <b>Home Airtime/Min. Rate</b>             | N/A             |
| <b>Domestic Long Distance<sup>1</sup></b> | Included        |

**NOTE:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. Data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the monthly megabyte allowance is lost. This plan is not eligible for pooling or sharing of the megabyte allowance. \*Please note installation, maintenance, warranty, customer service, billing, and pricing of Zipit equipment are provided separately, directly through Zipit Wireless.

## **Verizon Device Protection Options**

### **Wireless Phone Protection (WPP), Extended Warranty (EW), and Total Equipment Coverage (TEC)**

Monthly Price: Current Market Rate – See Verizon’s current Device Protection for Business Brochure for pricing details.

<https://www.verizon.com/support/device-protection-brochures/>

Verizon offers ordering entities the ability to enroll in any of the following device protection options that provide coverage for loss, theft, damage or post-warranty defects on eligible devices, along with other benefits. As of the date of this agreement, benefits include coverage for:

- Wireless Phone Protection (WPP) – unlimited cracked screen repairs (for select smartphones, subject to parts availability) or device replacements for lost, stolen and damaged devices. In Florida, WPP coverage includes coverage for post-warranty defects. WPP is an insurance program and includes a claim limit and deductible.
  - WPP Smartphones/iPhones – 85913
  - WPP All Tablets & Basic – 85912
- Extended Warranty (EW) – unlimited repairs or replacements for post-warranty defects, including battery replacements for battery malfunctions (for select smartphones, subject to parts availability). EW is not available in Florida or for Florida customers.
  - EW – 79184
  - EW Smartphones (NY) – 87309
  - EW Tablets & Basic (NY) – 87310
- Total Equipment Coverage (TEC) – combines WPP and EW coverage; not available in Florida or for Florida customers. WPP is an insurance program and includes a claim limit and deductible.
  - TEC Smartphones/iPhones – 81495
  - All Tablets & Basic – 85921

Each device protection option is subject to the Device Protection for Business Terms and Conditions, which should be reviewed prior to enrollment, as the payment of premium is confirmation of agreement with and acceptance of those Terms and Conditions. A copy of the Terms and Conditions can be found in the Device Protection for Business Brochure (link above). The Terms and Conditions will also be delivered to the address of record for the ordering entity’s account upon enrollment.

Ts&Cs Disclaimer: Device protection options, benefits and monthly prices/deductibles may change from time to time. WPP is an insurance program and TEC includes WPP. Information about current device protection options and program terms and conditions are available at [Device Protection Brochure & Terms and Conditions Business](#). Not all options presented in the brochure are available to ordering entities.

Device protection options, including the benefits offered, monthly premiums and any required deductible, may change from time to time. The ordering entity will be notified of changes to the program in accordance with the Terms and Conditions and applicable laws. The ordering entity may cancel device protection with respect to any Verizon Wireless number at any time.

**IMPORTANT NOTE:** Not all device protection options presented in the brochure are available to ordering entities.

## **Fees**

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

### **Federal Universal Service Charge**

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of July 1, 2026, the basic FUSC rate is 38.8% and changes quarterly. If the customer does not exceed the included number of minutes, the FUSC rate for bundled minute plans is 11.39%; the 38.8% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

### **Regulatory Charge**

The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC
- Costs assessed by the FCC to administer local number portability requirements

This charge is subject to change over time upon notice and is taxable in most jurisdictions. The Regulatory Charge is \$0.02 per line for wireless Mobile Broadband Internet access and Machine to Machine devices and \$0.21 per line for all other services.

## Terms and Conditions

### Verizon Wireless Plan and Feature Details

**Plans and Associated Charges:** Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

**Anytime Minutes:** Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at [www.verizonwireless.com](http://www.verizonwireless.com). Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial \*228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

**Long Distance:** Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

**Unlimited Messaging:** Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

**Mobile to Mobile Calling:** Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including

Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

**Night and Weekend Minutes:** Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

**Nationwide for Business Share Option:** The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

**Push to Talk Plus:** Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website [www.verizonwireless.com](http://www.verizonwireless.com) for additional Push to Talk Plus information.

**International Long Distance:** You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see [verizonwireless.com/International](http://verizonwireless.com/International) for details.

**Verizon Wireless International Long Distance Value Plan:** International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see [www.verizonwireless.com/international](http://www.verizonwireless.com/international) for details.

**International Roaming:** Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See [verizonwireless.com/International](http://verizonwireless.com/International) for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit [verizonwireless.com/narooming](http://verizonwireless.com/narooming). By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

**Roaming in GSM countries:** GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See [www.verizonwireless.com](http://www.verizonwireless.com) for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers.

**Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content

sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **send** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit [www.verizonwireless.com/networkoptimization](http://www.verizonwireless.com/networkoptimization). Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

**Data Services: Permitted Uses:** You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

**Data Services: Prohibited Uses.** You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See [verizonwireless.com/privacy](http://verizonwireless.com/privacy)]**

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

**Data Roaming:** International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at [www.verizonwireless.com/International](http://www.verizonwireless.com/International).

**International Data Optional Features:** International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager<sup>SM</sup> and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

**International Email SIM Cards:** SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

## M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

**Megabyte (MB) Data Plans:** M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

**Data Roaming:** International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at [www.verizonwireless.com/International](http://www.verizonwireless.com/International).

## M2M Data Plan Share Options

**Share Options:** Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

**Account Share:** Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted.

Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

**Profile (Multi-Account) Share:** Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

### Call Filter Service Attachment to Verizon Wireless Agreement

This Call Filter Service Attachment (“Call Filter Attachment”) to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the “Service”).
2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at <https://www.verizonwireless.com/solutions-and-services/call-filter/>. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.
3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within

the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device (when available). Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at <http://www.verizon.com/about/privacy/>. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive,

revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.
11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.
12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department  
1320 North Courthouse Road, Floor 9  
Arlington, Virginia 22201, U.S.A.  
Fax 703.351.3669  
Email DMCA@verizon.com

**NOTE:** No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

- Signature of copyright owner or person authorized to act on behalf of the owner;

- Identification of copyrighted work claimed to be infringed;
- Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
- A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:

- <https://realm.io/legal/developer-license-terms/>
- <https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICENSE>
- [https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE.txt.html#//apple\\_ref/doc/uid/DTS40007797-LICENSE\\_txt-DontLinkElementID\\_8](https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE.txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txt-DontLinkElementID_8)
- [https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE.txt.html#//apple\\_ref/doc/uid/DTS40007324-LICENSE\\_txt-DontLinkElementID\\_3](https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE.txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txt-DontLinkElementID_3)
- <https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE>
- <https://github.com/scalessec/Toast/blob/master/license>
- <http://www.apache.org/licenses/LICENSE-2.0>
- <https://Mozilla.org/MPL/2.0/>
- <https://github.com/RestComm/jain-sip/blob/master/licenses/NIST-CONDITIONS-OF-USE.txt>
- <https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf>

15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS

MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

## Commercial Core Service Summary

The **Verizon Wireless Commercial Core Network** is the centralized "intelligence" or backend architecture that manages data traffic, voice calls, and connectivity for Verizon's millions of customers. Implementation of the service on the Commercial Core typically occurs immediately following the receipt of all required account and device information. Customers must ensure all end-user equipment is compatible with the Commercial Core; any devices not previously identified as compatible must be submitted to Verizon Wireless for network testing and certification at the customer's expense. While Verizon Wireless may perform maintenance or reconfigure the service to safeguard the network, it reserves the right to limit or suspend access if the service is used for unlawful purposes, such as spoofing or mailbombing, or in any manner that adversely affects the network's integrity.

## Rich Communication Services (RCS)

**If you do not agree with these terms of service ("Terms"), you must stop using Verizon's RCS Service. You are responsible for your end users' compliance with these Terms.** You can discontinue your use of RCS Service by turning off this setting in the messages app through which you access RCS Service, or by reaching out to your Verizon account representative and requesting that RCS Service be blocked. RCS Messages are transmitted over the Internet, and therefore you may incur data charges in connection with your use of RCS Service. Further, if the number with which you wish to exchange RCS Messages is not RCS eligible, your messages may be transmitted as standard text messages (SMS/MMS) instead, which will count toward your device's messaging plan.

**RCS Service.** RCS Service allows you to use Rich Communication Services protocol ("RCS") to send and receive messages ("RCS Messages"). RCS Messages are exchanged via telephone numbers and may go through other service providers (like carriers or other messaging apps) to reach those telephone numbers. Additionally, unlike SMS/MMS messages, which are native to Verizon's network, RCS Messages use third-party cloud service; this is inherent in RCS Service and cannot be changed. You agree that your device may occasionally be checked for RCS capabilities to ensure you can send and receive RCS Messages. Verizon may occasionally exchange your device information (including device identifiers or SIM card information) with its service providers to provide RCS Messages.

**Eligibility.** To use RCS Service, you must have an eligible device and messaging client and a valid U.S. mobile number, and you must agree to these Terms. RCS Service will not work if there are messaging or data blocks on your account. RCS Service is not currently compatible with Message Archiving, Priority and Preemption. Product compatibility may change without notice.

RCS Service is not HIPAA compliant and not designed for secure transmission or storage of personal healthcare information. Do not use RCS Service for the sending of confidential information or to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA").

RCS Service is not FedRAMP/StateRAMP authorized. RCS Service also does not include security or monitoring products or services, which must be purchased separately. You are responsible for keeping your device(s) secure.

In the event that the use case for any of your lines of service makes those lines ineligible for RCS Service, you must either turn off RCS Service in your messages app, or contact your Verizon account representative to request that RCS Service be blocked from those lines of service.

**Changes to and Availability of RCS Service.** Verizon may change, upgrade, improve, discontinue, suspend, or modify RCS Service or any part, supported devices or platforms, or any features at any time without notice. You agree that Verizon has no obligation to provide any feature or part of RCS Service and that we may suspend or discontinue RCS Service at any time in whole or in part at our discretion. RCS Service may be interrupted, including for maintenance, repairs, upgrades, new releases, network or equipment failures, or if we terminate or suspend your use of RCS Service. Events beyond our control may also affect RCS Service. RCS Service may be subject to outages, delays, and traffic congestion and there is a risk of non-delivery or delayed delivery. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of RCS Messages due to our network, a user's location, plan, permissions or connection. RCS Messages may not be successfully received or sent due to use of an incompatible device or carrier plan; a device may be turned off, out of range, or not working properly; a user's device storage may be full; or a carrier may have blocked RCS Message(s); there may be insufficient network capacity and/or interference due to equipment, terrain, proximity to buildings, foliage, and weather. Due to cellular coverage and system limitations, we do not guarantee the availability, security, reliability, delivery speed, or timeliness of RCS Message delivery.

**Acceptable Use Policy.** You must access and use RCS Service only for legal, authorized, and acceptable purposes. You may not use RCS Service in a way that violates, misappropriates, or infringes our rights nor those of others including privacy, publicity, intellectual property, or other rights, or that is illegal or harms Verizon, our users, or others. You agree that your use of RCS Service will comply with any applicable local, state, national, and international laws and regulations, including messaging laws, anti-spam, export control, intellectual property, and privacy laws. Verizon's failure to take any action shall not amount to a waiver of any right to enforce these Terms. You are solely responsible for the RCS Messages you send, receive, access, or transmit through RCS Service and Verizon is not liable for the same. You must not send unwanted messages through RCS Service which includes any content, links, or messaging that: amounts to spam (unsolicited bulk commercial messages) or "phishing" (messages intended to access private or confidential information through deception or otherwise); contains pyramid schemes or the like; contains executable files or links to other content; is premium or messaging that requires a subscription or surcharge; is harassing, bullying, libelous, defamatory, obscene, harmful, vulgar, tortious, encourages harm to children; celebrates, encourages, or depicts discrimination, harm, or violence; degrades, intimidates, encourages illegal conduct, dehumanizes, causes safety concerns; provides instructions on illegal activities; incites violence; is racially or ethnically offensive; causes consumer complaints; does not meet community standards; or is otherwise objectionable or inappropriate in the opinion of Verizon. You will not use RCS Service to create a false identity, provide false information, or otherwise attempt to mislead others as to identity or the origin of an RCS Message. Verizon, other interconnected carriers, and our service providers may restrict, block, or throttle traffic. Verizon may suspend, alter, or terminate RCS Service for breach of this clause.

You agree to reasonably cooperate with us and/or any governmental authority in investigating any violation or prohibited use of RCS Service.

**License Rights and Restrictions.** You shall not, and shall not allow any third party to, (a) charge for, provide, lease, sell, resell, make available, or lend RCS Service in whole or in part to any third party; (b) use RCS Service for any unlawful or fraudulent purpose including, but not limited to, harvesting or collecting information about others (or attempting to), misrepresenting your identity, or infringing on others' copyrights; (c) breach these Terms or Verizon's policies, including Verizon's Acceptable Use policy; or (d) use RCS Service in a way that interferes with, disrupts, damages, impacts, or

inappropriately accesses RCS Service, servers, networks, or other properties or services of Verizon; harms or poses a risk to Verizon, our customers, or other users; attempts to bypass or breach any security mechanism or poses a security or service risk; may subject us or any third party to liability; or introduce any virus, Trojan horse, or any other malicious, harmful, or deleterious program. Verizon may terminate any user who breaches the requirements set forth in this section.

**Suspension/Termination.** Verizon may without notice suspend, terminate, limit, temporarily block access to, modify, or discontinue your use of RCS Service, including but not limited to: as part of Verizon maintenance; if we change, discontinue, or improve RCS Service; to prevent or manage any security issues or potential fraud; to protect or prevent harm to Verizon, our assets, systems, networks, other users, the public, or our suppliers; or due to the impact of any requirement, ruling, regulation, operational, or other government change impacting RCS Service. Such action may result in a loss or deletion of RCS Messages and/or loss of access to RCS Service, for which Verizon shall not be liable. Verizon shall have no liability for any damage, liabilities, losses (including loss of data, content, or profile), or any other consequences you incur as a result of any suspension, modification, limitation, or termination of RCS Service. Sections of these Terms relating to our license to you, restrictions, service limitations, disclaimer of warranty, copyright, intellectual property, limitation of liability, termination, and other terms that by their nature would apply post-termination shall continue to apply after termination of RCS Service.

**Third Party Features and Terms.** Our RCS Service may allow you to access, use, or interact with third party features, websites, apps, content, or services that are integrated with our RCS Service. Your use of RCS Service for certain features is subject to specific Terms of Use of those third parties. Your dealings or communications through our RCS Service with any party other than our RCS Service are solely between you and that third party. Under no circumstances will Verizon be liable for any goods, services, resources, or content available through such third party dealings or communications, or for any harm related thereto.

**DISCLAIMER OF WARRANTY.** YOUR USE OF RCS SERVICE IS AT YOUR OWN RISK AND IS PROVIDED "AS IS" AND "AS AVAILABLE". VERIZON AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY LICENSORS, RCS SERVICE PROVIDERS, VENDORS, AGENTS, AND SUPPLIERS ("COVERED PARTIES"), DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, RCS MESSAGE DELIVERY OR TIMELINESS OF THE SAME; SECURITY MECHANISMS OR CONTROLS; SYNCHING, ACCURACY, COMPLETENESS, OR RELIABILITY; THAT RCS SERVICE WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, LOSS OF OR DAMAGE TO CONTENT, DATA, OR INFORMATION; FREE FROM COMPUTER VIRUS OR OTHER HARMFUL CODE; WILL MEET YOUR NEEDS OR EXPECTATIONS; OR WARRANTIES ARISING UNDER STATUTE. WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR USER CONTENT, HOW USERS USE RCS SERVICE, OR ANY FEATURE OR INTERFACES WE PROVIDE. YOU ASSUME THE SOLE COST OF ANY RCS SERVICE AND REPAIR RELATING TO YOUR USE OF RCS SERVICE AND FOR ANY DAMAGE TO YOUR DEVICE(S), DATA, CONTENT, COMPUTER, OR OTHER SYSTEM RESULTING FROM USE OF RCS SERVICE. NO ADVICE OR INFORMATION, WRITTEN OR ORAL, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED UNDER LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, RESELLERS, RCS SERVICE PROVIDERS, AGENTS, SUPPLIERS, OR THIRD PARTY LICENSORS ("COVERED PARTIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, LOSSES, FEES, OR COSTS WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY, INCLUDING, WITHOUT LIMITATION, RELATING TO

PERSONAL INJURY; DAMAGE TO PERSONAL PROPERTY; PRIVACY OR PUBLICITY RIGHTS OF ANY NATURE; LOST PROFITS; LOST, INACCURATE, OR DAMAGED CONTENT/RCS MESSAGES OR DATA; LOST GOODWILL; LOST BUSINESS OR OTHER INTANGIBLE LOSSES; CONDUCT OF A THIRD PARTY; WORK STOPPAGE; OR COMPUTER OR DEVICE FAILURE OR MALFUNCTION THAT RELATES TO, IS A RESULT OF THE USE OF OR INABILITY TO USE RCS SERVICE OR ANY FEATURE. COVERED PARTIES SHALL AT NO TIME BE LIABLE FOR ANY DAMAGE, LOSS, OR INJURY AS A RESULT OF HACKING, TAMPERING, OR OTHER UNAUTHORIZED RCS SERVICE ACCESS OR USE.

**Driving Safety.** Verizon is not responsible for use of RCS Service while driving, including with automated auto services in your vehicle that may read, display, and/or send text or voice messages. Safe driving is your responsibility.

## ThingSpace Terms of Service

ThingSpace is Verizon's Internet of Things platform for managing your IoT devices and wireless connectivity. These terms of service govern access to and use of ThingSpace ("Terms" or "Agreement"), subject to the terms and conditions of the Contract under which Customer ("you") purchases wireless service.

ThingSpace Services ("Services") include:

- ThingSpace websites (the "Sites") - e.g., the My Business portal and Business Internet Portal for managing LTE and 5G Business Internet routers;
- Developer Tools available through the Site - e.g., APIs, software, SDKs and other downloadable files, documentation and other tools.

**GENERAL TERMS** - these terms apply to all Services.

### OFFSHORING NOTICE AND CONSENT FOR THINGSPLACE MANAGE AND THE VERIZON BUSINESS INTERNET PORTAL (VBIP):

THINGSPLACE MANAGE AND VBIP ARE HOSTED BOTH ON-PREMISES AND IN THE AMAZON WEB SERVICES (AWS) COMMERCIAL CLOUD. THE PORTION OF THINGSPLACE MANAGE THAT IS HOSTED IN THE AWS COMMERCIAL CLOUD MAY BE SUPPORTED OFFSHORE. NOTWITHSTANDING ANY OTHER TERMS IN THE AWARDED CONTRACT, YOU ACKNOWLEDGE BY USING THINGSPLACE MANAGE THAT THINGSPLACE MANAGEMAY BE SUPPORTED BY PERSONNEL LOCATED IN INDIA AND/OR HUNGARY. Please note that these support personnel do not have access to customer production data, which will be kept within the United States.

**Changes to the Terms** - Verizon ("we") reserves the right to make changes to these Terms from time to time . If you use the Services after the Terms have changed, we will treat your continued use of the Services as acceptance of the new Terms as posted in the portal. If you do not agree to changes to these Terms, you may terminate the Services at any time by deleting your account and ceasing use of the Services.

**Changes to the Services** - While we will use reasonable efforts to provide advance notice, you understand and agree that we reserve the right to make changes to the Services without notice. These changes may require you to perform additional work in order to continue using the Services. You are solely responsible for all expenses related to such additional work.

**Access and Use of the Services** - You may access and use the Services in accordance with these Terms and any other applicable guidelines and documentation published on the Site, including the API documentation. Without limitation, you may use the Services to:

- Browse and interact with the Site, including to create and manage your Access Credentials;
- Use Developer Tools to manage your wireless IoT devices and develop applications and other products (“Applications”);
- Access and use Connectivity Plans and ThingSpace Services through the Site and the Developer Tools, as available;
- To the extent permitted under the terms of the Contract, make purchases using My Business, including Devices and certain Connectivity Plans; and
- To the extent permitted under the terms of the Contract, manage Connectivity Plans and other subscriptions purchased through My Business.

**Account and Registration** - In order to use certain Services, you must create an account by selecting a username and password and providing certain registration information like your name and a valid email address. After creating an account, you may be able to access keys, secrets and/or tokens (“Access Credentials”) that enable you or your applications to interact with the Developer Tools. You agree not to falsify or alter any Access Credentials assigned to you or to obscure or alter the source, location or any other identifying information of API calls coming from you or your Applications.

You are responsible for all activity that occurs through your account and/or your Access Credentials. You will contact us through our support tools on the site if you become aware of suspected or actual misuse or compromise of your account or Access Credentials, or if your account information is lost or stolen. Verizon is not liable for any loss or damage arising from your failure to comply with this section.

**Restrictions on Use of Services** - You agree to use the Services for lawful government purposes only. Except as otherwise explicitly permitted in these Terms, you agree not to (i) resell, sublicense, lease, assign, redistribute, transfer or otherwise make the Services available to any third party; (ii) modify, copy, harvest, collect, or create derivative works based on the Services; (iii) copy, frame or mirror any part or content of the Services, other than copying or framing for your own internal business purposes for use as permitted under these Terms; (iv) reverse engineer the Services; (v) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Services, the Verizon network, or any service provided by or on behalf of Verizon, or any device connected to the Verizon network; (vi) send or store infringing or unlawful material using the Services; (vii) impersonate someone else; (viii) access or use the Services for the purpose of building a competitive product or service or for benchmarking, monitoring availability, comparative analysis or similar purposes; or (ix) remove, alter or destroy any copyright, trademark or other proprietary rights notice displayed on the Services.

You must not propagate any virus, worms, malware, Trojan horses, or other programming routine that could damage the Services. You may not use spiders, robots, data mining techniques or other automated devices or programs to mine, harvest, collect, store, catalog, download or otherwise reproduce, store or distribute Content available on the Services. You may not use any such automated means to manipulate the Services or attempt to exceed the limited authorization and access granted to you under these Terms. You agree to regularly monitor your Devices, Applications and users for any issue that may compromise the security of the Services (“Security Issue”). We may, without obligation, monitor your use of the Services to verify your compliance with these Terms and to identify an actual or potential Security Issue.

We may impose limits on the number or rate of calls made using our APIs. You will not attempt to exceed or bypass these limits, which we may change at any time in our sole discretion. You will not make any representations, guarantees or commitments to your end users or to anyone else regarding the availability of or functionality supported by the Services. By registering for and using or accessing the Services, you agree that you are subject to and will comply with the [Verizon Acceptable Use Policy](#).

**Use of Customer Data** - The [Verizon Privacy Policy](#), which is incorporated by reference, describes how we collect, use and store Customer Data. If you do not agree to the Verizon Privacy Policy, you must stop using the Services. We may delete certain Customer Data stored in our systems after a period of time, typically 90 days. We do not guarantee data storage and you agree that we will not have any liability whatsoever for any damage, liabilities, losses, or any other consequences that you may incur relating to the loss or deletion of Customer Data.

**Proprietary Rights and Ownership** - As between you and Verizon, we retain and own all right, title and interest in and to the Services, including, without limitation, all copyrights, trademarks, service marks, patents, trade secrets and other intellectual property rights in the Services, and any modifications, corrections or enhancements thereto. No rights or licenses in the Services are granted to you hereunder other than as expressly set forth in these Terms.

**Links to Other Sites** - The Site may contain links and references to third-party websites, which are provided solely for your convenience. We are not responsible for the content or information contained on such third party websites and inclusion of such links does not imply endorsement of those websites or the content contained thereon.

**Export Control** - Our Services, including any software or technology provided as part of the Services, may be subject to U.S. export controls laws and regulations, including but not limited to the Export Administration Regulations ("EAR"). You agree that any export, re-export, or retransfer of software and technology we provide under these Terms will comply with all applicable U.S. export controls and economic sanctions laws and regulations, and such compliance will include obtaining any required export licenses or authorizations from the U.S. government. You further agree that you will not export, re-export, or retransfer, directly or indirectly, software or technology provided by us under these Terms in any form to destinations in or nationals of Country Groups E, as specified in Supplement No. 1 to Part 740 of the EAR, to any U.S. Government prohibited or restricted party; or to end users prohibited under the EAR.

**Liability for our Services** - THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE, OR THAT THE SERVICES, IN WHOLE OR IN PART, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE THINGSPLACE WEBSITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO ADVICE OR INFORMATION GIVEN BY REPRESENTATIVES OF VERIZON WILL CREATE ANY WARRANTY.

ACCESS AND USE OF THE SERVICES IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICES OR SYSTEMS OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR (I) YOUR ACCESS OR INABILITY TO ACCESS OR USE THE SERVICES; YOUR USE OR RELIANCE ON CONTENT OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICES, OR VIRUSES ALLEGED TO HAVE BEEN OBTAINED, OR INVASION OF PRIVACY FROM OR THROUGH THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE; OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES. OUR AGGREGATE, TOTAL LIABILITY FOR DAMAGES, INJURY, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATING TO SERVICES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100). SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Beta Services** - Beta Services (services available under an "alpha," "beta," "preview" or other similar designation that are not generally available to the public) MAY CONTAIN BUGS, ERRORS, DEFECTS OR OTHER HARMFUL COMPONENTS AND ARE PROVIDED STRICTLY "AS IS" WITHOUT WARRANTIES OF ANY KIND. BY USING BETA SERVICES, YOU ACCEPT ALL RISKS AND UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY IN CONNECTION WITH BETA SERVICES.

**Termination of Account** - We may terminate your account for the Services if: (a) your account reflects a prolonged period of inactivity or infrequent activity; (b) you fail to respond to a claim of alleged infringement within a reasonable time; (c) you violate these Terms or any other applicable policy or other agreement between you and Verizon with respect to the Services.

## **ADDITIONAL THINGSPACE PAID SERVICES TERMS**

**ThingSpace Paid Services** - ThingSpace Paid Services are premium services accessible through the Developer Tools and the ThingSpace Site. ThingSpace Paid Services are subject to fees (which may be reflected or otherwise bundled into purchases of Connectivity Plans or other Services made on the ThingSpace Site or under a separate agreement) and additional terms. If you use ThingSpace Paid Services, you must comply with (i) all rules, restrictions and policies set forth in associated API documentation or other pages on the Site where the ThingSpace Paid Services are made available, and (ii) with respect to certain ThingSpace Paid Services, the following additional terms set forth below.

**Device Location** - You may access and use device location information ("Device Location") only in conjunction with your IoT Devices associated with your account to obtain their location information. You bear all responsibility for complying with the foregoing restriction. We reserve the right to terminate your access to these APIs without liability or compensation to you if you violate this restriction.

If your IoT Device is associated with an end user, then you may have a responsibility, under applicable law, regulation or policy, for providing notice and obtaining consent from that end user before gathering and using location information about that IoT Device. In such an event, you bear all responsibility for complying with all such laws, regulations and policies. Without limitation, you may gather and use location information through Device Location only so long as you have validly obtained consent and only for the reasons for which consent was given.

**Software Management** - Software Management Services enable you to check the version of software installed on an eligible IoT Device and, if an upgrade is available, update that software



remotely. To use Software Management Services, you must purchase a subscription (as further described in the Software Management API documentation). Recurring-use subscriptions require you to assign licenses to your IoT Devices. Each license may be assigned to a single eligible IoT Device.

Note that if you purchase a subscription plan for Software Management Services, you are responsible for paying subscription fees whether or not you assign or use purchased licenses. If you choose to purchase a subscription plan for Software Management Services, you are entirely responsible for purchasing and assigning the appropriate number of licenses to meet your needs. If you elect to use Software Management Services to update firmware for IoT Devices without licenses, either because you have not purchased licenses or because you have not assigned licenses to those IoT Devices, then you will be charged per-event fees for those firmware update transactions. Your use of Software Management Services, including all associated fees, is entirely your responsibility.



## AGENDA REPORT

### CITY COUNCIL

Mike Nelson

John Cale  
Danny Ambriz

Brian Raymond  
Kalisa Rochester

**MEETING** September 28, 2026  
**DATE:**  
**TO:** Mayor and City Council  
**FROM:** Justin Vinson, Public Works Director  
**PREPARED BY:** Justin Vinson, Public Works Director  
**SUBJECT:** **Approving a Pilot Program for the Tennis Courts Located at Osborn Park** (Public Works Director Vinson)

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### **RECOMMENDED COUNCIL ACTION**

Motion to adopt Resolution No. 3655-26 approving a pilot program for the Tennis Courts Located at Osborn Park starting October 1, 2026, and waive the fee set in Resolution 3623-26 of the Miscellaneous Fee Schedule for the Tennis Court keys during the pilot program.

Motion to approve staff's recommendation as presented.

### **I. BACKGROUND/ANALYSIS:**

The City of Atwater manages an inventory of two (2) outdoor tennis courts with timed lighting located at Osborn Park. City tennis courts have historically operated under a controlled access system requiring residents and non-residents to purchase a key for entry on an annual or semi-annual basis. The program was originally established to assist with maintenance costs, reduce vandalism, and provide secure access to the facility.

The courts are currently open to the public on Sundays from 10:00 a.m. to 6:00 p.m., while keyholders have access during park operating hours with timed lighting in the evening.

Transitioning the tennis courts to a fully public access model, with the courts open seven (7) days per week from 7:00 a.m. to 10:00 p.m. Under the proposed operating plan, the City's Public Works Department would be responsible for unlocking the courts each morning, while the Atwater Police Department would secure and lock the courts each evening at the close of operating hours.

During scheduled youth and adult recreation programs, recreation staff assigned to Osborn Park will serve as the primary onsite point of contact for facility-related concerns. Outside of staff program hours, the Atwater Police Department will respond to

after-hours issues and assist with enforcing park and facility operating hours. To support the transition, staff will update all tennis court signage to clearly identify the facility's operating hours, court rules, and expectations for public use. As part of the City's ongoing evaluation of recreational facilities and community access, staff has reviewed the current operating model and is exploring alternatives that better align with the City's goals of increasing recreational opportunities, promoting healthy lifestyles, and improving equitable access to public amenities.

**II. FISCAL IMPACTS:**

As of September 18, 2026, in Fiscal Year 26/27, 21 keys have been purchased totaling an amount of \$1,700. With approval, the fees for the key cost of the courts will be waived from October 1st, to the end of the fiscal year and prorated refunds will be provided to current keyholders. This will be \$1,275 of revenue returned to the keyholders.

Opening the courts to the public would eliminate the small amount of annual revenue generated through the tennis key program and could potentially increase the cost of utilities to run the lights. Additional potential impacts to the courts are increases in custodial maintenance and increased vandalism of the nets or misuse of the court's surface. As the pilot program nears completion, staff will have a better understanding of how much more, if any, additional cost occurs, opening the courts up fully to the public.

Additionally, providing no-cost access to the tennis courts is intended to increase equitable access to recreational amenities, promote community health and wellness, and remove financial barriers that may limit participation for some residents.

**III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney's Office.

**IV. EXISTING POLICY:**

This item is consistent with goal number six (6) subsection four (4) of the City's 2026-2030 Strategic Plan: Evaluate the cost of services for recreational programs and explore opportunities for cost savings, program "sharing" and partnerships with non-profit organizations.

**V. ALTERNATIVES:**

N/A

**VI. INTERDEPARTMENTAL COORDINATION:**

This item has been reviewed by all relevant departments.

**VII. PUBLIC PARTICIPATION:**

The public will have an opportunity to provide comments on this item prior to City Council action.

**VIII. ENVIRONMENTAL REVIEW:**

This item is not a "project" under the California Environmental Quality Act (CEQA) as this activity does not cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to Public Resources Code section 21065.

**IX. STEPS FOLLOWING APPROVAL:**

Upon adoption of Resolution 3655-26, staff will open up the tennis courts at Osborn Park to the public starting on October 1, 2026, and reimburse 75% of the total cost for each of the tennis court keys.

Submitted by:



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Justin Vinson, Public Works Director

**Attachments:**

1. Resolution No. 3655-26 - Pilot Program for Tennis Courts Located at Osborn Park 9.28.26



## CITY COUNCIL OF THE CITY OF ATWATER

### RESOLUTION NO. XXXX-26

#### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATWATER APPROVING A PILOT PROGRAM FOR THE TENNIS COURTS LOCATED AT OSBORN PARK**

**WHEREAS**, the City Council approved Resolution 3623-26 setting the Miscellaneous Fee Schedule; and

**WHEREAS**, in the adopted Miscellaneous Fee Schedule, the cost for the Osborn Park Tennis Courts is \$80 for residents and \$100 for non-residents; and

**WHEREAS**, staff is recommending starting a Pilot Program for the tennis courts located at Osborn Park that would waive the fees starting October 1<sup>st</sup>, 2026; and

**WHEREAS**, these fees would be waived for the rest of this fiscal year and open the courts to the public every day from 7:00 A.M. to 10:00 P.M.; and

**WHEREAS**, at the end of this fiscal year, staff will recommend making the pilot program permanent or not; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Atwater hereby approves the pilot program for the tennis courts located at Osborn Park as follows:

**Section 1.** Beginning October 1, 2026, and continuing through June 30, 2027, the Osborn Park tennis courts shall be open to the public seven days per week from 7:00 a.m. to 10:00 p.m., subject to posted court rules and any necessary temporary closures for maintenance or public safety.

**Section 2.** For the duration of the pilot program, the City Council hereby waives the Osborn Park tennis court key fees of \$80 for residents and \$100 for non-residents established in the Miscellaneous Fee Schedule adopted by Resolution No. 3623-26. No key purchase or fee shall be required to use the courts during the pilot program. Staff is authorized to issue prorated refunds for the unused portion of current keyholders' Fiscal Year 2026–27 access, beginning October 1, 2026.

**Section 3.** City staff shall update court signage, implement the operating plan for opening and securing the courts, monitor use and associated costs, and return to the City Council with an evaluation and recommendation concerning future operations before the pilot program expires.

The foregoing resolution is hereby adopted this 28th day of September 2026.

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**KORY J. BILLINGS, CITY CLERK**



## AGENDA REPORT

### CITY COUNCIL

Mike Nelson

John Cale  
Danny Ambriz

Brian Raymond  
Kalisa Rochester

**MEETING** September 28, 2026  
**DATE:**  
**TO:** Mayor and City Council  
**FROM:** William Novetzke, Police Chief  
**PREPARED** William Novetzke, Police Chief  
**BY:**  
**SUBJECT:** **Waive the First Reading, by Title only, and Introduce an Ordinance Adding Chapter 10.53 (E-Bicycles) to Title 10 of the Atwater Municipal Code Relating to the Safe Operation of Electric Bicycles and Other Electric Conveyances (Police Chief Novetzke)**

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### **RECOMMENDED COUNCIL ACTION**

Motion to waive the First Reading, by Title only, and Introduce Ordinance No. CS 1084 adding chapter 10.53 (e-bicycles) to title 10 of the Atwater Municipal Code relating to the safe operation of electric bicycles and other electric conveyances.

### **I. BACKGROUND/ANALYSIS:**

#### **Background:**

The City of Atwater has seen increased use of e-bikes and micromobility devices, mainly among the youth. While these offer convenience, the unsafe operation has raised significant public safety concerns throughout the city.

#### **Current E-Bike and Micromobility Device Use in Atwater**

The use of e-bikes and other micromobility devices has increased significantly throughout Atwater. These devices are commonly used for transportation, recreation, and travel to and from schools, parks, and commercial areas. Staff have observed increased ridership in residential neighborhoods, along major corridors, and near school campuses. Although e-bikes may provide mobility benefits, many riders, particularly juveniles, may not fully understand the traffic laws, equipment requirements, or safe riding practices for using e-bikes and similar devices. This creates safety concerns when riders operate in traffic lanes, fail to obey traffic signals, ride against traffic, carry passengers on single-rider devices, or operate at unsafe speeds.

As described in the California Vehicle Code (CVC), Electric bicycles (e-bikes) are bicycles with fully operative pedals and electric motors of 750 watts or less. There are three (3) classes of e-bikes:

Class 1 - has a motor that assists only with human propulsion, which ceases to assist when a speed of 20 mph is reached. The motor is not capable of reaching speeds greater than 20mph.

Class 2 - may be powered solely by electric power that ceases to assist when a speed of 20 mph is reached.

Class 3 - has a motor that assists only with human propulsion, which ceases to assist when a speed of 28 mph is reached. It is equipped with a speedometer.

E-bikes must disengage when the brake is applied and use a switch or mechanism that, when released, causes motor function to stop.

A person riding an electric bicycle is subject to CVC Article 4 of Chapter 1 of Division 11, which includes:

Not a motor vehicle; therefore, no insurance, license, or registration is required.

Bicycle helmet required. (Under 18 years old.)

Class 3 electric bicycle operators are required to be 16 years of age or older and wear a bicycle helmet regardless of age.

Rider has all rights and is subject to all provisions applicable to the driver of a vehicle, such as safe vehicle operation, equipment requirements, and bicycle signals.

A micromobility device includes motorized scooters and is defined as a two-wheeled device with handlebars, a floorboard to stand on, and is powered by an electric motor, as well as motorized boards, which are wheeled devices with floorboards designed to be stood upon when riding and are powered by an electric propulsion system.

People riding these types of motorized devices are also subject to various sections of the California Vehicle Code, including:

- Use of helmets
- Proper operation requirements
- At least 16 years of age (for motorized boards)
- Maximum speed limit is 15 mph

### **Analysis:**

#### **Public Safety Concerns**

Unsafe operation of e-bikes and micromobility devices poses risks to riders, pedestrians, and motorists. Common concerns include riding at excessive speeds, riding against the flow of traffic, failing to yield to pedestrians, failing to obey traffic control devices, riding without a helmet, using handheld devices while riding, and performing dangerous stunts such as “wheelies” in areas where pedestrians or vehicles

are present. The City's primary concern is public safety, especially for juvenile riders, motorists, and pedestrians.

### **Education and Outreach**

A comprehensive education campaign and awareness program led by the Atwater Police Department's Traffic Division and Community Services Division, along with the partnership of the Atwater Elementary School District can raise awareness of the safe and proper operation of e-bikes and other micromobility devices. Safety presentations and outreach materials can be directed towards students, parents and caregivers, schools, and local retailers. The campaign would explain e-bike classifications, micromobility devices, helmet requirements, safe sidewalk use, pedestrian right-of-way, and consequences for unsafe riding.

### **II. FISCAL IMPACTS:**

There is no fiscal impact associated with this proposed addition to the Municipal Code.

### **III. LEGAL REVIEW:**

This item has been reviewed by the City Attorney.

### **IV. EXISTING POLICY:**

No Existing Policy is currently in the Atwater Municipal Code. This would add an Ordinance adding chapter 10.53 (e-bicycles) to title 10 of the Atwater Municipal Code relating to the safe operation of electric bicycles and other electric conveyances.

### **V. ALTERNATIVES:**

N/A

### **VI. INTERDEPARTMENTAL COORDINATION:**

This item was reviewed by all relevant departments.

### **VII. PUBLIC PARTICIPATION:**

The public will have an opportunity to speak before City Council action.

### **VIII. ENVIRONMENTAL REVIEW:**

This item is exempt under the provisions of the California Environmental Quality Control Act.

### **IX. STEPS FOLLOWING APPROVAL:**

If approved, the municipal code will be amended and published with the approved changes.

Attachments:

1. CS 1084



## CITY COUNCIL OF THE CITY OF ATWATER

### ORDINANCE NO. CS 1084

#### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ATWATER ADDING CHAPTER 10.53 (E- BICYCLES) TO TITLE 10 OF THE ATWATER MUNICIPAL CODE RELATING TO THE SAFE OPERATION OF ELECTRIC BICYCLES AND OTHER ELECTRIC CONVEYANCES**

**WHEREAS**, the City Council finds that electric bicycles ("e-bikes"), electrically motorized scooters and electrically motorized boards (collectively, "e conveyances") provide residents with an affordable, efficient, and environmentally responsible means of transportation and recreation.

**WHEREAS**, the increased use of electric conveyances has resulted in increased concerns regarding excessive speed, unsafe operation, failure to obey traffic control devices, and conflicts with pedestrians, bicyclists, and motorists, particularly by minors.

**WHEREAS**, the City Council desires to promote the safe operation of electric bicycles and other electric conveyances, particularly by minors, while preserving their lawful use throughout the City.

**WHEREAS**, California law authorizes local agencies to regulate the operation of bicycles, electric bicycles, other electric conveyances, and similar vehicles on public property in a manner consistent with state law.

**WHEREAS**, the City Council finds that adoption of regulations governing the operation of electric bicycles, other electric conveyances and similar vehicles, will enhance public safety and reduce risks to persons and property.

**NOW THEREFORE**, be it ordained by the City Council of the City of Atwater as follows:  
**SECTION 1.**

Chapter 10.53 is hereby added to the Atwater Municipal Code to read as follows:

#### **Chapter 10.53**

#### **E-BICYCLES, E-CONVEYANCES AND SIMILAR VEHICLES**

**10.53.010 Purpose and Intent.**

The purpose of this chapter is to promote the safe operation of electric bicycles, other electric conveyances within the City of Atwater, protect pedestrians and motorists, reduce collisions and injuries, ensure parents and guardians are held liable for the unsafe riding of minors, and establish reasonable regulations governing the operation of electric bicycles, other electric conveyances, and similar vehicles on public streets, sidewalks, trails, parks, school zones, and other public property consistent with California law.

**10.53.020 Definitions.**

Unless otherwise provided, words and phrases used in this chapter shall have the meanings assigned by the California Vehicle Code.

**A. Electric Bicycle.**

"Electric Bicycle" or "E-Bike" shall have the same meaning as provided in California Vehicle Code Section 312.5.

**B. Electric Conveyance.**

"Electric Conveyance" or "E-Conveyance" shall include any electric bicycle of any class, electrically motorized scooter, or electrically motorized board, which is powered at least in part by electrical energy, or any other device propelled by an electric motor and designed to transport one or more people.

**C. Class 1 Electric Bicycle.**

An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches twenty (20) miles per hour.

**D. Class 2 Electric Bicycle.**

An electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and is not capable of providing assistance when the bicycle reaches twenty (20) miles per hour.

**E. Class 3 Electric Bicycle.**

An electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches twenty-eight (28) miles per hour.

**F. Electrically Motorized Board**

“Electrically Motorized Board” shall have the same meaning as provided in California Vehicle Code Section 313.5.**G. Electrically Motorized Scooter**

“Electrically Motorized Scooter” shall have the same meaning as provided in California Vehicle Code Section 407.5.

**H. Minor**

“Minor” means any person under the age of eighteen (18) years of age.

**J. Properly Fitted and Fastened Bicycle Helmet**

A properly fitted and fastened bicycle helmet shall mean a helmet that meets the standards of either the American Society for Testing and Materials (ASTM) or the United States Consumer Product Safety Commission (CPSC), or standards subsequently established by those entities.

**K. Public Property.**

Any street, highway, roadway, sidewalk, bikeway, bicycle lane, trail, path, alley, culvert, overpass, underpass, park, school grounds, parking facility, or other property owned, maintained, or controlled by the City.

**10.53.030 Applicability.**

**A.** Unless stated otherwise, the provisions of this chapter shall apply to all electric conveyances operated upon public property within the City of Atwater. Operators of electric conveyances shall remain subject to all applicable provisions of the California Vehicle Code.

**B.** Unless stated otherwise, this chapter shall not prohibit a person from walking beside, carrying, loading, unloading or lawfully transporting any electric conveyance on public property while its motor is disengaged.

**C.** This chapter shall not apply to law enforcement officers, fire department officers, emergency medical personnel, City personnel or City contractors engaged in the performance of their official duties.

**D.** This chapter shall not apply to any event, program or activity expressly authorized by the City, subject to any conditions imposed by the City.

**E.** This chapter shall not be interpreted to inhibit or restrict the lawful use of an electric personal assistive mobility device by an individual with disabilities, consistent with the Americans with Disabilities Act, and applicable federal and state laws and regulations.

**10.53.040 Obedience to Traffic Control Devices.**

No person operating an electric conveyance shall disobey any official traffic-control device, sign, signal, pavement marking, or lawful order issued by a peace officer.

#### **10.53.050 Speed Restrictions.**

##### **A. Basic Speed Rule For E-Conveyances.**

No person shall operate an electric bicycle or electric conveyance at a speed greater than is reasonable and prudent under existing conditions or at a speed that endangers the safety of persons or property.

##### **B. Sidewalk Speed Limit For E-Bikes.**

No person shall operate an electric bicycle at a speed greater than ten (10) miles per hour upon any sidewalk.

##### **C. School Zone Speed Limit For E-Bikes.**

No person shall operate an electric bicycle at a speed greater than five (5) miles per hour on any sidewalk adjacent to, or within, a school zone while children are present.

##### **D. Trail and Path Speed Limit For E-Conveyances.**

No person shall operate an electric conveyance on any bicycle path, recreational trail where bicycles are permitted, or multi-use path at a speed greater than fifteen (15) miles per hour or at a speed unsafe for existing conditions. **10.53.060 Unsafe Operation Prohibited.**

It shall be unlawful for any person to operate an electric conveyance in an unsafe manner.

Unsafe operation includes, but is not limited to:

- A. Riding against the direction of lawful traffic;
- B. Failing to yield the right-of-way to pedestrians;
- C. Failing to obey posted signs regulating electric bicycle or electric conveyance operation;
- D. Operating an electric conveyance while attached to a moving vehicle;
- E. Allowing a person not lawfully riding as a passenger to cling to an electric bicycle or electric conveyance;
- F. Performing wheelies, stunts, or acrobatic maneuvers on public property;
- G. Carrying passengers unless the electric bicycle is specifically designed and equipped for passenger use;

H. Entering a roadway from a sidewalk, driveway, trail, or other area without yielding the right-of-way;

I. Operating an electric conveyance in any manner that endangers persons or property.

J. Operating an electric conveyance while wearing headphones, earbuds or any other device which obstructs and/or covers any portion of the ear canal.

K. Operating an electric conveyance during darkness without the lights or reflectors required by the California Vehicle Code or other applicable law.

L. Operating any electrically motorized scooter on any sidewalk, bicycle path, recreational trail or multi-use path unless necessary to enter or exit adjacent property, expressly permitted by City signs, or connected with an event, program or activity expressly authorized by the City.

#### **10.53.070 Helmet Requirements.**

A. Any person under eighteen (18) years of age operating or riding as a passenger on an electric bicycle or electrically motorized scooter shall wear a properly fitted and fastened bicycle helmet that meets the standards described in California Vehicle Code Section 21212.

B. Operators and passengers of a Class 3 electric bicycle regardless of age shall comply with California Vehicle Code Section 21213 and all applicable helmet requirements established by state law.

C. Operators of an electrically motorized board regardless of age shall comply with California Vehicle Code Section 21292 and all applicable helmet requirements established by state law.

#### **10.53.080 Parental Responsibility.**

A. No parent or legal guardian shall permit or authorize a minor to violate any provision of this chapter.

B. A parent or legal guardian who knowingly permits or authorizes such violation may be cited for a violation of this section regardless of whether a citation is issued to the minor.

#### **10.53.090 Modification of Electric Bicycles and Manufacturer's Labels Prohibited.**

A. No person shall tamper with, modify, or alter an electric bicycle for the purpose of changing its speed capability or classification unless the electric bicycle is properly reclassified and relabeled in accordance with applicable state law.

B. No person shall remove, destroy, mutilate or alter any manufacturer's label affixed to an electric bicycle stating the class of the electric bicycle or the manufacturer's specifications except as permitted by the California Vehicle Code.

**10.53.100 Operation in Parks and Recreational Areas.**

Electric conveyances may be operated only on roads, trails, pathways, and areas specifically authorized by the City with official City signs.

Unless permitted by official City signs, no person shall operate an electric conveyance:

- A. On playgrounds;
- B. On athletic fields;
- C. On tennis or pickleball courts;
- D. On landscaped areas not intended for bicycle travel;
- E. In areas posted as closed to electric conveyance operation, as indicated by official City signs.

**10.53.110 Administrative Citations and Penalties.**

Violations of this chapter may be enforced through warnings, administrative citations, diversion programs, civil fines, or other lawful remedies.

Administrative fines may be imposed as follows:

- A. First Violation: One Hundred Dollars (\$100.00);
- B. Second Violation within twelve (12) months: Two Hundred Dollars (\$200.00);
- C. Third and Subsequent Violations within twelve (12) months: Five Hundred Dollars (\$500.00).

**10.53.120 Juvenile Diversion Program.**

In lieu of a first administrative fine, an offender who is a minor may be allowed to complete an approved bicycle or traffic safety education course. Participation in a diversion program shall be at the discretion of the Chief of Police or designee. If the minor fails to complete the approved safety diversion program, the administrative fine for a first violation may be imposed.

**10.53.130 Impoundment.**

- A. The Atwater Police Department may store or impound an electric conveyance electric motorcycle operated in violation of this chapter for a minimum of 48 hours when authorized by law or when necessary to protect public safety. The vehicle shall be

released upon payment of the impound fee consistent with the Atwater Police Department's fee schedule.

B. Release of any impounded electric conveyance shall be governed by applicable law and departmental policy.

C. Where a minor's electric conveyance is impounded, the vehicle shall only be released to the minor's parent, guardian or other responsible adult upon payment of the impound fee and, if applicable, the minor's completion of an approved bicycle or traffic safety education course.

D. An e-conveyance impounded to the Atwater Police Department under this chapter shall be considered abandoned if not collected pursuant to this section after a period in excess of 90 days. Abandoned e-conveyances may be disposed of as restricted by Civil Code Sections 2080.1, 2080.2, 2080.3, 2080.4 and 2080.5.

E. The City shall provide notice and an opportunity for administrative review of the impoundment in the manner required by law and by applicable City procedures.

F. The City shall not be liable for damage to or loss of any e-conveyance impounded pursuant to this section, except to the extent caused by the City's gross negligence or willful misconduct.

#### **10.53.140 Authority to Post Restrictions.**

The City Manager, Public Works Director, or designee may establish operational restrictions, designate prohibited areas, and install signs regulating electric bicycle operation on public property consistent with this chapter and applicable law.**SECTION 2. CEQA.**

The City Council finds that adoption of this Ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378 because it can be seen with certainty that the Ordinance will not have a significant effect on the environment.

#### **SECTION 3. Severability.**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

#### **SECTION 4. Publication.**

The City Clerk shall certify to the adoption of this Ordinance and cause it to be published and noticed as required by law.

#### **SECTION 5. Effective Date.**

This Ordinance shall take effect thirty (30) days after its adoption.

**INTRODUCED:**

**ADOPTED:**

**AYES:**

**NOES:**

**ABSENT:**

**APPROVED:**

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**MICHAEL G. NELSON, MAYOR**

**ATTEST:**

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**KORY J. BILLINGS, CITY CLERK**