

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** _____
Project Risk Management Services ECWA
Description: Phlytrac GPS Program

Item Description:

- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|-------------------------------------|-------------------------|
| <input checked="" type="checkbox"/> Department Head | <u><i>Karen A. Procyon</i></u> | Date: <u>8/28/19</u> |
| <input checked="" type="checkbox"/> Risk Manager | <u><i>[Signature]</i></u> | Date: <u>08/28/2019</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u><i>Lavonya Lester</i></u> (NALM) | Date: <u>8/29/19</u> |
| <input type="checkbox"/> Executive Engineer | _____ | Date: _____ |

APPROVED AS TO FORM:

- | | | |
|---|----------------------------------|----------------------|
| <input checked="" type="checkbox"/> Legal | <u><i>Margaret A. Murphy</i></u> | Date: <u>8/28/19</u> |
|---|----------------------------------|----------------------|

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|---------------------------|----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u><i>[Signature]</i></u> | Date: <u>8/28/19</u> |
|--|---------------------------|----------------------|

Remarks: Lester has signed and scanned the blue sheet

Resolution
Date: _____

Item
No: _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Risk Management Services ECWA

PHLYTRAC GPS PROGRAM

Terms and Conditions

THESE TERMS AND CONDITIONS (the "Terms and Conditions") for participation in PHLYTRAC's GPS Program are entered into by the entity listed on the signature page of this Agreement (the "Insured").

1. **Terms of Use.** Under the PHLYTRAC GPS Program (the "Program"), Philadelphia Indemnity Insurance Company ("PHLY") will provide the Insured with vehicle monitoring devices (each a "Device") to monitor each of the Insured's drivers. The Insured's receipt of Devices from PHLY and participation in the Program is expressly conditioned on the Insured's acceptance of these Terms and Conditions.
2. **Device Ownership.** Devices are the property of PHLY and PHLY retains all right, title and interest in and to the Devices provided to the Insured. If the Insured's insurance policy with PHLY is not renewed or is cancelled, or at PHLY's request at any time, all Devices must be returned to PHLY within ten (10) days of such notice or request. The Insured agrees it will be responsible for the replacement cost of any lost, stolen, broken or unreturned devices.
3. **Program Eligibility Requirements.** The Insured represents and warrants that it meets the following requirements for participation in the Program:
 - a. Insured has a formal, documented fleet management policy in place that includes Motor Vehicle Report (MVR) acceptability standards;
 - b. Insured requires all authorized drivers possessing a CDL license to take a defensive driver course every three years.
4. **Device Installation.** The Insured agrees to install the Device within thirty (30) days of receipt from PHLY (the "Installation Period"). If the Insured does not install the Device within the Installation Period, the Insured agrees to return the Device to PHLY, at the Insured's sole cost and expense, within twenty (20) days of receipt of the Device from PHLY.
5. **Collection and Use of Device Data.** The Insured agrees that by signing below and participating in the Program, PHLY may access the Devices directly and retain any data collected from the Devices. The Insured acknowledges and agrees that PHLY may use any data collected from Devices in its claims handling process, including for determination of the Insured's liability. The Insured further agrees to: (a) collect data from the Devices on a regular basis; (b) maintain a vehicle log for each vehicle using a Device, which includes the date, time, and purpose (c) Formally document any driver behavior as indicated by the Devices in the Vehicle, which results in a notation in the driver's personnel file in accordance with the Insured's established progressive disciplinary system.
6. **Submission of Fleet Data.** This Insured agrees to submit a list of its authorized drivers to PHLY on a quarterly basis. The Insured further agrees to notify PHLY immediately if a vehicle is removed from service or a Device is transferred to another vehicle. If a vehicle is removed, the Insured agrees to mail back the associated Device within five (5) business days of removing the vehicle.
7. **Changes to Program.** PHLY reserves the right to modify or terminate the Program at any time and for any reason.

Signature

Printed name

Date

Think**PHLY** | 800.873.4552 | **PHLY.com**

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to Underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2018 Philadelphia Consolidated Holding Corp., All Rights Reserved.



TOKIO MARINE GROUP
To Be a Good Company