

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Badger Meter Inc. DBA National Meter and Automation, a Florida Corporation (hereinafter referred to as "Contractor"), whose address is 2501-A Merchant Ave., Odessa, Florida 33556, this _____ day of _____, 2018.

WHEREAS, the City desires to purchase Badger Meter, Inc. products; and

WHEREAS, in the past five years, the City has invested over Eight Million dollars (\$8,000,000.00) to install water metering technology from Badger Meter products. As a result, the City has determined that water metering technology products from Badger Meter, Inc are the City Standard; and

WHEREAS, Contractor is approved as the sole distributor of water metering technology products from Badger Meter, Inc; and

WHEREAS, the City desires to procure these services from Contractor, utilizing the City's City Standard policy, subject to the terms and conditions of this Agreement, the City's Purchasing ordinance, and Florida law; and

WHEREAS, the Contractor agrees to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1 The above recitals are true and correct and are incorporated herein by reference.

2 The Contractor shall provide to the City products made by Badger Meter, Inc. , in accordance with and pursuant to Contractor's proposal, attached hereto and incorporated herein as Exhibit A, and the terms and conditions of this Agreement.

3 The City shall pay the Contractor in accordance with the pricing schedule incorporated in Exhibit A.

4 This Agreement is in full force and effect upon full execution by the City and shall terminate on March 8, 2020, unless renewed for one additional two-year term. The renewal term shall be subject to City re-approving Contractor as the sole distributor of water metering technology products from Badger Meter, Inc, pursuant to City's Purchasing Policies and Procedures.

5 The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

6 The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7 Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

With copy to:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

For CONTRACTOR:

National Meter and Automation
2501-A Merchant Ave.
Odessa, Florida 33556
Attn: Steve Portlance, President

8 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9 This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

10 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

a. Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11 Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

12 The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. The City's purchase order terms and conditions.
- c. Any subsequent information submitted by Contractor during the evaluation and negotiation process.

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

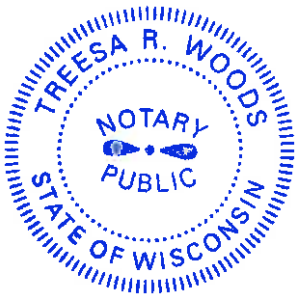
Katerri Johnson, City Clerk

By: Mark R. Lauzier, City Manager

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

(SEAL)



CONTRACTOR

Badger Meter, Inc. DBA National Meter & Automation

By: Korrine L. Fleming

Print Name: Fleming

Title: Assistant Secretary

WISCONSIN
STATE OF FLORIDA
COUNTY OF PASCO MILWAUKEE

The foregoing instrument was acknowledged before me this 27 day of APRIL, 2018, by Korrine L. Fleming, as Assistant Secretary (name of officer or agent, title of officer or agent), of Badger Meter, Inc. DBA National Meter & Automation (name of corporation acknowledging), a Wisconsin (state or place of incorporation) corporation, on behalf of the corporation. He / She is personally known to me or has produced personal recognition (type of identification) as identification.

Notary Public - State of Florida Wisconsin

12-27-2021

my Commission expires

April 13, 2018

From: National Meter and Automation

Re: Contract pricing for Badger Water Meters with Orion radios

National Meter and Automation will make every effort to deliver all items listed on Exhibit A within a thirty day time frame. If partial shipments are made National Meter and Automation will expedite the balance due in a timely manner. Delivery of all items listed on Exhibit A will be delivered FOB to the City of Delray Beach when the purchase order dollar amount exceeds two thousand dollars. Additionally, items not listed on Exhibit A will include a shipping and handling fee.

EXHIBIT "A"

AUTOMATED METER READING FEE SCHEDULE

	MODEL	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
ALL METERS AND RETROFITS:				
1		SE Network Radio Adder for All Meters and Retrofits	Each	30.00
2		Cellular Radio Adder for All Meters and Retrofits	Each	45.00
METER TYPE: DISPLACEMENT METERS NFS STANDARDS				
3	MODEL 25	HRE, CE, Radio Meter, 5/8" x 3/4"	Each	152.23
4	MODEL 35	HRE, CE, Radio Meter, 3/4"	Each	201.73
5	MODEL 55	HRE, CE, Radio Meter, 1"	Each	230.10
6	MODEL 120	HRE, CE, Radio Meter, 1 1/2"	Each	381.41
7	MODEL 170	HRE, CE, Radio Meter, 2"	Each	491.00
8	MODEL 25	HRE, CE, Radio Reclaim, 5/8" x 3/4"	Each	157.38
9	MODEL 35	HRE, CE, Radio Reclaim, 3/4"	Each	206.88
10	MODEL 55	HRE, CE, Radio Reclaim, 1"	Each	235.25
11	MODEL 120	HRE, CE, Radio Reclaim, 1 1/2"	Each	386.56
12	MODEL 170	HRE, CE, Radio Reclaim, 2"	Each	496.15
13		HRE, CE, Retro Fitting, 5/8" x 3/4"	Each	129.57
14		HRE, CE, Retro Fitting, 3/4"	Each	130.96
15		HRE, CE, Retro Fitting, 1"	Each	133.39
16		HRE, CE, Retro Fitting, 1 1/2"	Each	135.65
17		HRE, CE, Retro Fitting, 2"	Each	137.76
METER TYPE 2: COMPOUND METERS NFS STANDARDS				
18	EB2	HRE, CE, Radio Meter, 2"	Each	1,687.91
19	EB2	HRE, CE, Radio Meter, 3"	Each	1,851.43
20	EB2	HRE, CE, Radio Meter, 4"	Each	2,249.11
21	EB2	HRE, CE, Radio Meter, 6"	Each	3,893.09
22	RCDL COMBO EB2	HRE, CE, Radio Meter, 8"	Each	5,083.57
23		HRE, CE, Retro Fitting, 2"	Each	297.16
24		HRE, CE, Retro Fitting, 3"	Each	299.32
25		HRE, CE, Retro Fitting, 4"	Each	301.58
26		HRE, CE, Retro Fitting, 6"	Each	303.23
27		HRE, CE, Retro Fitting, 8"	Each	305.19
METER TYPE 3: TURBINE METERS NFS STANDARDS				
28	T160 ELLIP TEST PLUG	HRE, CE, Radio Meter, 1 1/2"	Each	522.06
29	T200 ELLIP TEST PLUG	HRE, CE, Radio Meter, 2"	Each	581.44
30	T450 TEST PLUG	HRE, CE, Radio Meter, 3"	Each	680.62
31	T1000 TEST PLUG	HRE, CE, Radio Meter, 4"	Each	967.58
32	T2000 TEST PLUG	HRE, CE, Radio Meter, 6"	Each	1,734.42

EXHIBIT "A"

AUTOMATED METER READING FEE SCHEDULE

ITEM	MODEL	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
METER TYPE 3: TURBINE METERS NFS STANDARDS (Continued)				
33	T3500EB2 TEST PLUG	HRE, CE, Radio Meter, 8"	Each	2,057.43
34	T5500EB2 TEST PLUG	HRE, CE, Radio Meter, 10"	Each	3,769.80
35	T160 ELLIP TEST PLUG	HRE, CE, Reclaim Radio Meter, 1 1/2"	Each	527.21
36	T200RR BRZ ELLIP TEST PLUG	HRE, CE, Reclaim Radio Meter, 2"	Each	586.59
37	T450RR BRZ TEST PLUG	HRE, CE, Reclaim Radio Meter, 3"	Each	685.77
38	T1000RR BRZ TEST PLUG	HRE, CE, Reclaim Radio Meter, 4"	Each	972.73
39	T2000RR BRZ TEST PLUG	HRE, CE, Reclaim Radio Meter, 6"	Each	1,738.54
40	T3500RR BRZ TEST PLUG	HRE, CE, Reclaim Radio Meter, 8"	Each	2,062.58
41	T5500RR BRZ TEST PLUG	HRE, CE, Reclaim Radio Meter, 10"	Each	3,795.55
42		HRE, CE, Retro Fitting, 1 1/2"	Each	147.91
43		HRE, CE, Retro Fitting, 2"	Each	149.45
44		HRE, CE, Retro Fitting, 3"	Each	151.82
45		HRE, CE, Retro Fitting, 4"	Each	153.83
44		HRE, CE, Retro Fitting, 6"	Each	156.05
45		HRE, CE, Retro Fitting, 8"	Each	158.05
46		HRE, CE, Retro Fitting, 10"	Each	160.68
47		HRE, CE, Universal Radio, 1 1/2"	Each	106.09
48		HRE, CE, Universal Radio, 2"	Each	106.09
49		HRE, CE, Universal Radio, 3"	Each	106.09
50		HRE, CE, Universal Radio, 4"	Each	106.09
51		HRE, CE, Universal Radio, 6"	Each	106.09
52		HRE, CE, Universal Radio, 8"	Each	106.09
53		HRE, CE, Universal Radio, 10"	Each	111.24
54		External Strainers, 2" (Includes studs, nuts, and gaskets)	Each	279.03
55		External Strainers, 3" (Includes studs, nuts, and gaskets)	Each	417.87
56		External Strainers, 4" (Includes studs, nuts, and gaskets)	Each	544.61
57		External Strainers, 6" (Includes studs, nuts, and gaskets)	Each	741.09

EXHIBIT "A"

AUTOMATED METER READING FEE SCHEDULE

ITEM	MODEL	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
58		External Strainers, 8" (Includes studs, nuts, and gaskets)	Each	1,128.88
59		External Strainers, 10" (Includes studs, nuts, and gaskets)	Each	2,029.10
METER TYPE 4: UL/FM APPROVED FIRE SERVICE METERS WITH BY-PASS NFS STANDARDS				
60	FSAA	HRE, CE, Radio Meter, 4"	Each	5,429.13
61	FSAA	HRE, CE, Radio Meter, 6"	Each	7,340.81
62	FSAA	HRE, CE, Radio Meter, 8"	Each	9,111.38
63	FSAA	HRE, CE, Radio Meter, 10"	Each	12,782.30
64	FSAA	HRE, CE, Radio Meter, 12"	Each	14,387.04
65		HRE, CE, Retro Fitting, 4"	Each	301.58
66		HRE, CE, Retro Fitting, 6"	Each	303.23
67		HRE, CE, Retro Fitting, 8"	Each	305.19
68		HRE, CE, Retro Fitting, 10"	Each	307.15
69		HRE, CE, Retro Fitting, 12"	Each	307.15
70		HRE, CE, Universal Radio, 10"	Each	212.18
71		HRE, CE, Universal Radio, 12"	Each	212.18
72		Fire Hydrant Meter, 3"	Each	643.24
E-SERIES ULTRASONIC METER ANSI/NFS STANDARDS				
73	MODEL E SERIES	HRE, CE, Radio Meter, 5/8" x 3/4"	Each	248.23
74	MODEL E SERIES	HRE, CE, Radio Meter, 3/4"	Each	265.74
75	MODEL E SERIES	HRE, CE, Radio Meter, 1"	Each	298.70
76	MODEL E SERIES	HRE, CE, Radio Meter, 1 1/2"	Each	477.92
77	MODEL E SERIES	HRE, CE, Radio Meter, 2"	Each	694.22
READING AND PROGRAMING EQUIPMENT				
78	Trimble Handhelds	Trimble handheld W/Orion FHSS receiver, charging cradle and power cord	Each	5,953.40
79	SE Gateways	Orion 2-way Network Gateways	Each	4,614.40
80	Mobile Laptop	Panasonic Toughbook w/GPS mapping	Each	14,570.38
81	ME/SE Transceiver	Orion 2-way mobile transceiver	Each	3,234.20
82	Software	Data Profile ReHREr Software	Each	1,009.40
METER TYPE: DISPLACEMENT METERS NFS STANDARDS (ITRON)				
83		HRE, Radio Meter, 5/8" x 3/4" w/Itron Connector	Each	95.69
84		HRE, Radio Meter, 3/4" w/Itron Connector	Each	148.58
85		HRE, Radio Meter, 1" w/Itron Connector	Each	166.55
86		HRE, Radio Meter, 1 1/2" w/Itron Connector	Each	339.44

EXHIBIT "A"

AUTOMATED METER READING FEE SCHEDULE

ITEM	MODEL	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
87		HRE, Radio Meter, 2" w/Itron Connector	Each	479.52
88		HRE, Retro Fitting, 5/8" x 3/4" w/Itron Connector	Each	69.22
89		HRE, Retro Fitting, 3/4" w/Itron Connector	Each	70.09
METER TYPE: DISPLACEMENT METERS NFS STANDARDS (ITRON) (Continued)				
90		HRE, Retro Fitting, 1" w/Itron Connector	Each	70.97
91		HRE, CE, Retro Fitting, 1 1/2" w/Itron Connector	Each	75.29
92		HRE, CE, Retro Fitting, 2" w/Itron Connector	Each	76.22
METER TYPE 2: COMPOUND METERS NFS STANDARDS (ITRON)				
93		HRE, Radio Meter, 2" w/Itron Connector	Each	1,822.95
94		HRE, Radio Meter, 3" w/Itron Connector	Each	1,999.54
95		HRE, Radio Meter, 4" w/Itron Connector	Each	2,435.74
96		HRE, Radio Meter, 6" w/Itron Connector	Each	3,884.65
97		HRE, Radio Meter, 8" w/Itron Connector	Each	5,490.21
98		HRE, Retro Fitting, 2" w/Itron Connector	Each	182.00
99		HRE, Retro Fitting, 3" w/Itron Connector	Each	183.96
100		HRE, Retro Fitting, 4" w/Itron Connector	Each	185.92
101		HRE, Retro Fitting, 6" w/Itron Connector	Each	187.87
102		HRE, Retro Fitting, 8" w/Itron Connector	Each	189.83
METER TYPE 3: TURBINE METERS NFS STANDARDS (ITRON)				
103		HRE, Radio Meter, 1 1/2" w/Itron Connector	Each	555.79
104		HRE, Radio Meter, 2" w/Itron Connector	Each	630.36
105		HRE, Radio Meter, 3" w/Itron Connector	Each	737.94
106		HRE, Radio Meter, 4" w/Itron Connector	Each	1,089.89
107		HRE, Radio Meter, 6" w/Itron Connector	Each	1,917.35
108		HRE, Radio Meter, 8" w/Itron Connector	Each	2,263.17
109		HRE, Radio Meter, 10" w/Itron Connector	Each	3,816.77
110		HRE, Retro Fitting, 1 1/2" w/Itron Connector	Each	89.87
111		HRE, Retro Fitting, 2" w/Itron Connector	Each	90.85

EXHIBIT "A"

AUTOMATED METER READING FEE SCHEDULE

ITEM	MODEL	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
112		HRE, Retro Fitting, 3" w/Itron Connector	Each	91.82
113		HRE, Retro Fitting, 4" w/Itron Connector	Each	92.80
114		HRE, Retro Fitting, 6" w/Itron Connector	Each	93.78
115		HRE, Retro Fitting, 8" w/Itron Connector	Each	94.76
116		HRE, Retro Fitting, 10" w/Itron Connector	Each	105.58
METER TYPE 4: UL/FM APPROVED FIRE SERVICE METERS WITH BY-PASS NFS STANDARDS (ITRON)				
117		HRE, Radio Meter, 4" w/Itron Connector	Each	5,863.79
118		HRE, Radio Meter, 6" w/Itron Connector	Each	7,928.12
119		HRE, Radio Meter, 8" w/Itron Connector	Each	9,618.60
120		HRE, Radio Meter, 10" w/Itron Connector	Each	14,416.70
121		HRE, Retro Fitting, 4" w/Itron Connector	Each	325.58
122		HRE, Retro Fitting, 6" w/Itron Connector	Each	327.54
123		HRE, Retro Fitting, 8" w/Itron Connector	Each	329.65
124		HRE, Retro Fitting, 10" w/Itron Connector	Each	331.81
125		Badger Portable Large Meter Tester	Each	4,232.27
126		ER Resettable Register for Badger Portable Large Meter Tester	Each	347.93