

## **AGREEMENT FOR BILLING SERVICES AND WATER METER READING**

**THIS AGREEMENT** made and entered into this 8<sup>th</sup> day of January 2024 by and between the City of Independence, Iowa, a Municipal Corporation, Party of the First Part, hereinafter called the "City", and Independence Light & Power, Telecommunications, a Municipal Utility, Party of the Second Part, hereinafter called "ILP,T".

**WITNESSETH:**

**WHEREAS** the City and ILP, T have combined City municipal and ILP, T billing for utilities; and

**WHEREAS** the City municipal utilities billing is for water, sewer, garbage, storm water utility, and environmental fees; and

**WHEREAS** the ILP,T utilities billing is for electric and telecommunications, including internet, cable television, and telephone; and

**WHEREAS** ILP,T handles for the City all billing, payments, taking all calls, responding to complaints, scheduling appointments, processing water meter readings, creating meter maintenance orders, maintaining customer records, maintaining the billing system, collections, disconnect orders and reconnect orders, generation of reports, collect all revenues, disbursements to the appropriate City funds, and performs all banking functions relating to water, sewer, garbage, storm water utility, and environmental; and

**WHEREAS** the combination of utility billings into a centralized location and operation provides economic benefits to both entities, as well as, to the citizens of Independence, Iowa; and

**WHEREAS** the City has recently begun to roll out AMI water meters and has made plans to complete the conversion of all its water meters to the AMI technology; and

**WHEREAS** ILP,T has completed the installation of AMI electric meters and has completed a conversion of its billing system over to NorthStar; and

**WHEREAS** ILP,T will begin to utilize, through its membership in WPPI Energy, the Meter Data Management platform for; collecting, storing, and validating interval meter data, as well as providing future technology improvements such as Outage Notification, Outage management, Demand response, Electric Rate Design, and Customer access to interval electric and water data via online portal (MyMeter); and

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS** contained herein to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

1. That all billing for City municipal utilities and services, and ILP,T utilities and services shall be centralized and located at the ILP,T office at 700 7<sup>th</sup> Street NE, Independence, Iowa.
2. All complaints regarding City municipal utilities shall first be attempted to be resolved by ILP, T. If the complaint cannot be resolved, said complaint will then be forwarded to the City Manager.
3. ILP, T shall be responsible for receipt of all payments and/or City municipal utility deposits and any such payments or City municipal utility deposits received shall be deposited daily to the appropriate City accounts as currently exist.

4. The City Water Department shall receive its share of all penalties which are assessed and received by ILP, T for late payment charges.
5. ILP,T agrees to abide by all regulations of the State and Federal Commerce Commission or any regulatory agencies supervising or promulgating rules concerning City municipal utilities, ILP, T and/or utility billings in general.
6. ILP,T shall assume and be responsible for all expenses involved in the billing process, including but not limited to, postage, forms, etc. The City's payment to ILP, T shall be reviewed on an annual basis, not later than January 31 of each year, with any revision in the annual payment to be effective July of the year in question. The City and ILP, T further agree to meet each year concerning other provisions of this agreement.
7. The City shall pay to ILP, T beginning July 1, 2024, the sum of \$72,552.20 annually for such services provided by ILP, T as are necessary for the City municipal utility billings.
8. In addition to the \$72,552.20 for billing service. ILP,T will track and record, on the City Electric and Labor Report, all work (in-kind) completed by ILP,T staff for the purpose of collecting meter reads on water meters that are not yet converted to AMI and or are having communication issues with the AMI Network.

The conditions and covenants of this Agreement shall inure to the benefit and be binding upon the successors, assigns, or transferee of either party hereto.

This Agreement is subject to the approval of the City Council of the City of Independence, Iowa, and of the Independence Light & Power, Telecommunications Board of Trustees.

This Agreement shall take effect upon the date first written above and shall remain in effect for an initial term that ends at midnight June 30, 2025, and thereafter until terminated by notice as provided in this section. This contract may be terminated by either party upon one (1) year prior written notice, sent by registered mail, to the other party effective at the end of the initial term, or any time thereafter.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers, as of the date and year first above written.

Independence Light & Power, Telecommunications

City of Independence

By: Lance Fricke

By: Matthew R. Schmitz

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Chair of Utility of Board of Trustees

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City Manager