

RESOLUTION NO 2025 - 123

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AN AMENDMENT TO THAT CERTAIN ADVANCED METERING INFRASTRUCTURE AGREEMENT BETWEEN THE CITY AND SENSUS USA, INC., A DELAWARE CORPORATION, FOR SOFTWARE UPGRADES RELATING TO METER READINGS FOR THE UTILITY DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by adoption of Resolution 2015-058, the City of Lake City (the "City") approved an agreement for meter reading software services with Sensus USA Inc., a Delaware corporation (the "Vendor"); and

WHEREAS, the effective date of the agreement between the City and the Vendor for meter reading software services was September 23, 2015 (the "Original Agreement") with an initial term of ten (10) years (the "Initial Term"); and

WHEREAS, the Initial Term expires on September 23, 2025 and the City and the Vendor mutually desire to extend the Original Agreement for a second term of ten (10) years at a cost not to exceed \$191,921.92 by adopting an amendment to the Original Agreement (the "Renewal Amendment"); and

WHEREAS, the Renewal Amendment also amends the Original Agreement by revising certain provisions concerning Intellectual Property Rights and Data Privacy; and

WHEREAS, continuing to engage the Vendor's services by approving the Renewal Amendment is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Continuing to engage the Vendor's to provide meter reading software services by approving the Renewal Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Renewal Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City

Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Renewal Amendment; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Renewal Amendment; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of September, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this ____ day of _____ 2025 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Lake City, a city formed in the State of Florida, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on September 23, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those term in the Agreement.
2. **Term.** By way of this First Amendment, the parties agree that the second paragraph of the Agreement is replaced in its entirety with the following:

This Agreement shall commence on the Effective Date and continue for/until: Ten (10) years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew an additional term of ten (10) years ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and each Renewal Term.

3. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

E. **Intellectual Property Rights.**

- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

4. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

P. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

5. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LAKE CITY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____