

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT FOR
AUTOMATIC METER READING SYSTEM
FROM MASTER METER, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

That this Agreement for purchase of an automatic meter reading system to remotely read water meters, and for related goods and services, referred to herein as the "Agreement," is made and entered into on this the _____ day of the month of June, 2015, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and MASTER METER, INC., whose offices are located at 101 Regency Parkway, Mansfield, Texas 76063, referred to herein as the "Vendor." This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase an automatic meter reading system to remotely read water meters, and to purchase associated goods and services, and City desires to purchase same from Vendor; and

WHEREAS, City previously entered into an Agreement with Vendor on June 10, 2010 by Resolution No. R-10-06-10-9C1 for the purchase of an automatic meter reading system, and for other related goods and services; and

WHEREAS, the original Agreement with Vendor was for a term of five (5) years with one or more twelve (12) month renewals; and

WHEREAS, the parties desire to enter into this new Agreement with new products and pricing terms, attached as Exhibit "A."

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and/or services and Vendor is obligated to sell same. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Master Meter, Inc., or any of its successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The initial term of this Agreement shall be for a sixty (60) month period from the effective date hereof. After that initial term, this Agreement may be renewed for two successive twelve (12) months terms, with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely predicated upon the express written agreement of both parties. Such renewals are permitted only provided Vendor has performed each and every contractual obligation specified in this original Agreement.

C. Prices shall be firm for the first twelve (12) months of the initial term hereof, as described in Exhibit "A." No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges. After the first twelve (12) months of the initial term hereof, City may permit "unit price" adjustments upwards only as a result of a cost increase in goods or services in accordance with the Producers Price Index located at <http://stats.bls.gov/ppi/home.htm>. Any price increase shall be requested by Vendor in writing and accompanied by the appropriate documentation to justify the requested increase. Vendor may offer price decreases in excess of the allowable percentage change at any time.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The intent of this document is to formulate an Agreement listing the responsibilities of both parties.

The goods and pricing which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 COSTS

Costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

5.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

6.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 INSURANCE

Vendor shall meet all City's insurance requirements.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Buddy Franklin
Utility Support Superintendent
bfranklin@roundrocktexas.gov
(512) 218-5578

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor’s agents, employees or subcontractors, in the performance of Vendor’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

19.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to recipient’s address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

Notice to Vendor:

Master Meter, Inc.
101 Regency Parkway
Mansfield, TX 76063

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

If a dispute or claim arises under this Agreement, the parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each party's senior management. If the parties cannot reach a mutually satisfactory resolution, then and in that event any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Vendor shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not

responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

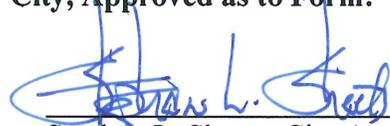
Master Meter, Inc.

By: 
Printed Name: RONNIE VEATCH
Title: VICE PRESIDENT
Date Signed: 5-18-2015

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: 
Stephan L. Sheets, City Attorney





101 Regency Parkway
 Mansfield, Texas 76063
 Phone (817) 842-8000 Fax (817) 842-8100

Quotation

Date: 3/6/2015

Prices Valid Until: 3/5/2016

Customer

Company: City of Round Rock Texas
 Attention: Micheal
 Address: _____

 Phone: _____
 E-mail: _____

End User

Job/Utility: Round Rock Texas
4G Pricing

Bid/Quotation #: _____
 Bid date: _____
 Bid Time: _____

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Multi-jet Meters w/Allegro 4G Register Under the Glass</u>		
	5/8 x 3/4 Allegro 4G USG RF Register under the glass B12-A31-A15-0101A-1	234.04	
	3/4" (7-1/2") Allegro 4G USG RF Register under the glass B13-A31-A15-0101A-1	257.75	
	1" Allegro 4G USG RF Register under the glass B16-A31-A15-0101A-1	305.97	
	1 1/2" Allegro 4G USG RF Register under the glass M21-A00-A15-0101A-1	469.44	
	2" Allegro 4G USG RF Register under the glass M23-A00-A15-0101A-1	537.76	
	<u>Turbine Meters w/ Allegro 4G Register Under the Glass</u>		
	2" Bronze Body Turbine w/USG Allegro 4G Register under the glass T31-A1-A15-0101A-1	618.24	
	3" Bronze Body Turbine w/USG Allegro 4G Register under the glass T32-A1-A15-0101A-1	915.21	
	4" Bronze Body Turbine w/USG Allegro 4G Register under the glass T33-A1-A15-0101A-1	1,308.49	
	6" Bronze Body Turbine w/USG Allegro 4G Register under the glass T34-A1-A15-0101A-1	2,100.95	
	8" Bronze Body Turbine w/USG Allegro 4G Register under the glass T35-A1-A15-0101A-1	2,780.13	

Quotation Continued

Customer
 Company: City of Round Rock Texas

End User
 Job/Utility: Round Rock Texas

Date: 3/6/2015

Prices Valid Until: 3/5/2016

QTY	DESCRIPTION	Unit Price	Total
	<u>Compound Meters w/4G Allegro Register Under the Glass</u>		
	2" DBC w/USG Allegro 4G Register under the glass D31-A1-A15-0101A-1	1,591.56	
	3" DBC w/USG Allegro 4G Register under the glass D32-A1-A15-0101A-1	1,818.86	
	4" DBC w/USG Allegro 4G Register under the glass D33-A1-A15-0101A-1	2,393.49	
	6" DBC w/USG Allegro 4G Register under the glass D34-A1-A15-0101A-1	4,164.88	
	<i>Note: All meters with wired connections below require external antennas. Compound meters will require 2 Antenna's.</i>		
	974-026-01 4G External Antenna With Cable (Triton)	59.17	
	<u>Multi-jet Meters w/Allegro 4G Register w/Wire Connection</u>		
	5/8 x 3/4 Allegro 4G USG RF Register w/Wire Connection B12-A31-A18-0101A-1	234.04	
	3/4" (7-1/2") Allegro 4G USG RF Register w/Wire Connection B13-A31-A18-0101A-1	257.75	
	1" Allegro 4G USG RF Register w/Wire Connection B16-A31-A18-0101A-1	305.97	
	1 1/2" Allegro 4G USG RF Register w/Wire Connection M21-A00-A18-0101A-1	469.44	
	2" Allegro 4G USG RF Register w/Wire Connection M23-A00-A18-0101A-1	537.76	

Quotation Continued

Customer

Company: City of Round Rock Texas

End User

Job/Utility: Round Rock Texas

Date: 3/6/2015

Prices Valid Until: 3/5/2016

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Turbine Meters w/ Allegro 4G Register w/Wire Connection</u>		
	2" Bronze Body Turbine w/USG Allegro 4G Register w/Wire Connection T31-A1-A18-0101A-1	618.24	
	3" Bronze Body Turbine w/USG Allegro 4G Register w/Wire Connection T32-A1-A18-0101A-1	915.21	
	4" Bronze Body Turbine w/USG Allegro 4G Register w/Wire Connection T33-A1-A18-0101A-1	1,308.49	
	6" Bronze Body Turbine w/USG Allegro 4G Register w/Wire Connection T34-A1-A18-0101A-1	2,100.95	
	8" Bronze Body Turbine w/USG Allegro 4G Register w/Wire Connection T35-A1-A18-0101A-1	2,780.13	
	<u>Compound Meters w/4G Allegro Register w/Wire Connection</u>		
	2" DBC w/USG Allegro 4G Register w/Wire Connection D31-A1-A18-0101A-1	1,591.56	
	3" DBC w/USG Allegro 4G Register w/Wire Connection D32-A1-A18-0101A-1	1,818.86	
	4" DBC w/USG Allegro 4G Register w/Wire Connection D33-A1-A18-0101A-1	2,393.49	
	6" DBC w/USG Allegro 4G Register w/Wire Connection D34-A1-A18-0101A-1	4,164.88	
	Lead Free Strainer		
	STR-2 2" Strainer	\$ 262.27	
	STR-3N 3" Strainer	\$ 525.31	
	STR-4N 4" Strainer	\$ 804.35	
	STR-6N 6" Strainer	\$ 1,189.28	
	STR-8 8" Epoxy Coated Strainer	\$ 1,601.92	

Quotation Continued

Customer
 Company: City of Round Rock Texas

End User
 Job/Utility: Round Rock Texas

Date: 3/6/2015

Prices Valid Until: 3/5/2016

QTY	DESCRIPTION	Unit Price	Total
	O302-E1-A10 2" x 17" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	1,499.00	
	O303-E1-A10 3" x 12" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	1,725.00	
	O304-E1-A10 4" x 14" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	2,544.00	
	O305-E1-A10 6" x 18" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	3,932.00	
	O306-E1-A10 8" x 20" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	4,615.00	
	O307-E1-A10 10" x 18" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	8,090.00	
	O308-E1-A10 12" x 20" Octave Meter w/Encoder module & Allegro 4G Module for Pit Application	10,099.00	

Comments/Special Instructions:

CSR's please note Antenna requirement note above for registers with Wired Connections.

F.O.B. Round Rock Texas FREIGHT ALLOWED

Terms Net 30 Days

Delivery Stock to 4 weeks ARO

Prepared by Ronnie Veach

CC Ric O'Connor