

## **FIRST AMENDMENT TO MASTER AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and Badger Meter, Inc., a Wisconsin Corporation, (“Badger Meter”).

WHEREAS, City utilizes a cloud-based automatic meter reading system; and,

WHEREAS, City and Badger Meter have previously entered into a Master Agreement (“Agreement”) dated May 2, 2016; and,

WHEREAS, City and Badger Meter desire to amend said Agreement in order to update the schedule of fees.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 5, “FEES,” is hereby amended by adding subsection (d), “Updated Schedule of Fees – Reduction,” to the Agreement to read as follows:

“(d) Updated Schedule of Fees – Reduction. The Updated Schedule of Fees, attached hereto as Exhibit “1,” provides for a reduction in unit cost for the cloud-based automatic meter reading per meter per month charge.

2. Except as herein amended, the Agreement dated May 2, 2016, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEPHANIE R. DIETZ, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly M. [Signature] 11/25/22  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

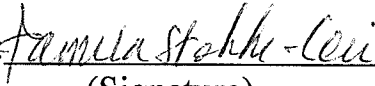
BADGER METER, INC.,  
A Wisconsin Corporation

BY: 

(Signature)

Jennifer A. Ansh-Mann  
(Typed Name)

Its: Assistant Secretary & Proposal Lead  
(Title)

BY:   
(Signature)

PAMELA STOKKE-LECI  
(Typed Name)

Its: Assistant Secretary &  
(Title)  
Assistant General Counsel

Taxpayer I.D. No. 39-0143280

ADDRESS: 4545 W. Brown Deer Rd.  
Milwaukee, WI 53223

TELEPHONE: 800-876-3837

FAX: \_\_\_\_\_

E-MAIL: bids@badgermeter.com

### Updated Schedule of Fees

1. **Service Fees.** Customer agrees to pay the following Service Fees, as consideration for the right to access and use the Portal, Service and Documentation during the Term, as well as applicable Taxes.
2. **Invoicing.** Badger Meter shall issue invoices to Customer for Service and Support Fees on a monthly basis. Payment is due within forty-five (45) days of the date of the invoice.
3. **Interest and Costs.** Customer agrees that it will be responsible to pay Badger Meter for any collection expenses incurred by Badger Meter, including interest at the highest interest rate permitted by law and reasonable attorneys' fees and court costs incurred by Badger Meter in enforcing its rights under this Agreement.

BEACON Monthly Endpoint Subscription Fee

Hourly Data, Once Daily Call-in: **\$0.72 per meter per month**

Invoicing for monthly endpoint subscription fee starts at time of endpoint activation or 6 months from date of shipment, whichever comes first.