

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. That the Assignment Agreement with Parsons Transportation Group, Inc., a copy of which is attached hereto, to provide meter data management systems for the City of Florence Utilities Electricity Department. The same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Parsons Transportation Group, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Parsons Transportation Group, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK - TREASURER



Assignment Agreement

This **Assignment Agreement** is made as of the _____ day of April, 2025 ("Assignment Effective Date") by and between the City of Florence Alabama ("COF") and Parsons Transportation Group Inc., an Illinois corporation ("Parsons"). COF and Parsons are collectively referred to as the "Parties".

WHEREAS, COF and IPKeys Power Partners, Inc. ("IPKeys") entered into that certain Agreement for IPKeys Meter Data Management System (MDMS) Hosted Software as a Service (SAAS) and On-Premises Option, dated as of September 5, 2023 (the "Agreement").

WHEREAS, Parsons acquired IPKeys on or about April 2023.

WHEREAS, COF and Parsons wish to ratify the assignment of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and other consideration, the amount and sufficiency of which has been agreed to by the Parties, the Parties agree as follows:

1. Parsons certifies that it meets all conditions and requirements, regarding without limitation, professional registrations, licensing requirements, business registrations and all other conditions incorporated into the Agreement, including all its exhibits and attachments.
2. COF hereby consents to and ratifies the assignment to, and assumption by, Parsons of all rights, title and interest in, to and under the Agreement, and all rights, duties and obligations of IPKeys thereunder in accordance with Section XIV of the Agreement.
3. Except as otherwise expressly stated above, all other terms and conditions of the Agreement shall remain unchanged.

{Signature Page Follows}



IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their duly authorized representatives as of the Assignment Effective Date.

AGREEMENT AND ACCEPTANCE:

COF:

The City of Florence Alabama

By: _____

Name: _____

Title: _____

Parsons:

Parsons Transportation Group Inc.

By: _____

Name: _____

Title: _____