



**Board of Directors**

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Janna Orkney, Vice Chair

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James Wall, Director

Leon Shapiro, Director

*Providing Outstanding Service Since 1963*

July 24, 2023

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**TWSD CONTRACT NO. T23-010 WITH AQUA METRIC SALES COMPANY  
SOFTWARE SUPPORT AND MAINTENANCE OF THE CUSTOMER PORTAL AND  
FLEX BILLING SYSTEM**

On September 7, 2018, your Board entered into a contract with Aqua Metric Sales Company for software support of Triunfo Water & Sanitation District's (Triunfo's) Customer Portal and flex billing maintenance for the automated meter reading system for potable and recycled water services. That contract had four one-year renewal options that were each exercised. A new contract is needed to continue this service.

Staff has prepared the attached contract for your review with a one-year term and four renewal options. Aqua Metric Sales Company is the sole factory-authorized distributor representative for all Sensus USA products, parts, and services in the State of California (as indicated in the attached letter from Sensus) and, as such, is the preferred vendor to provide this service to Triunfo.

**Fiscal Impact**

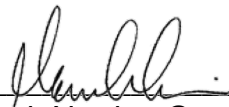
Funding for this service in the amount of \$84,212.80 is included in the FY 2023-2024 Adopted Budget. Subsequent contracts/amendments including reasonable escalator with agreed upon increases for inflation will be included in future budgets.

**Recommendation**

It is recommended the Board:

- A. Authorize the Chair to sign TWSD Contract No. T23-010 with Aqua Metric Sales Company for software support and maintenance with a contract amount of \$84,212.80 for FY 2023-24.
- B. Authorize the General Manager to annually review Aqua Metric Sales Company's performance and exercise the renewal options under the contract for a total term of up to five years, or
- C. Provide staff with alternative direction.

DAVID RYDMAN – OPERATIONS MANAGER

REVIEWED AND APPROVED  \_\_\_\_\_  
Mark Norris - General Manager

Attachments: 1. TWSD Control No. T23-010  
2. Sole Source Letter from Sensus USA

**TRIUNFO SANITATION DISTRICT**

**CONTRACT NO. T23-010**

**AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
TRIUNFO WATER & SANITATION DISTRICT  
AND  
AQUA METRIC SALES COMPANY**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the TRIUNFO WATER & SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and AQUA METRIC SALES COMPANY, a California corporation (“CONSULTANT”). Together, DISTRICT and CONSULTANT shall be referred to herein as Parties.

**RECITALS**

A. DISTRICT has the need to engage the specialized services of a consultant for implementation of the Sensus Flex-Net, Sensus Analytics, and Customer Portal systems to support DISTRICT’s Automated Meter Reading infrastructure.

B. CONSULTANT has demonstrated, through prior service to the DISTRICT, that it possesses the necessary skills and experience to perform the implementation of the Sensus Flex-Net, Sensus Analytics, and Customer Portal system services needed by the DISTRICT.

C. Based upon CONSULTANT’s representations and demonstrated ability and experience regarding the scope of this AGREEMENT and its willingness to contract with the DISTRICT to provide those services, the DISTRICT desires to enter into this AGREEMENT.

D. The selection procedure is in conformance with the provisions of DISTRICT Resolution No. T01-05, Pertaining to Purchase of Supplies, Equipment & Services; Consultant Contracting Procedure; and Disposition of Surplus Personal Property.

E. The Parties desire to enter into this Agreement based upon the valuable consideration, and respective rights and obligations, set forth below.

**AGREEMENT**

**ARTICLE 1: WORK STATEMENT & DUTIES**

A. CONSULTANT agrees to provide continued support of the Sensus Flex-Net, Sensus Analytics, and Customer Portal systems and portal services to the DISTRICT as detailed in Exhibit B.

B. CONSULTANT agrees to devote its full and best professional time, attention, and efforts in providing services to DISTRICT in a timely, complete and responsive manner and shall cooperate fully with the DISTRICT and DISTRICT management personnel and provide the DISTRICT and DISTRICT management personnel with all available information and assistance in relation to assigned project(s). This means that CONSULTANT will at all times faithfully, industriously and to the best of CONSULTANT’s ability, experience, and talent, perform all CONSULTANT’s obligations.

C. The PARTIES acknowledge and agree that CONSULTANT owes the DISTRICT a fiduciary duty to conduct all affairs of the DISTRICT in accordance with all applicable federal and state laws and the highest standards of good faith, trust, confidence and candor, and to endeavor, to the best of CONSULTANT'S ability, to promote and protect the best interests of the DISTRICT.

D. CONSULTANT shall not, at any time during the term of this AGREEMENT, directly or indirectly, act as a partner, officer, director, consultant or employee, or provide (describe services) and related consulting work in any other capacity to any other business enterprise or governmental agency that conflicts with the DISTRICT's mission and business operations or CONSULTANT's duty of loyalty or fiduciary duty to the DISTRICT.

## **ARTICLE 2: TERM OF CONTRACT**

Unless otherwise earlier terminated, this Agreement shall continue in force until the services specified herein have been fully performed. Upon execution of this Agreement by both parties, CONSULTANT shall diligently pursue work to assure completion on a timely basis. Unless otherwise extended in writing by both parties, this contract shall automatically terminate on June 30, 2024. This Agreement may be extended up to four additional years by mutual agreement (in writing) of both parties.

## **ARTICLE 3: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the Parties that no employee/employer relationship is intended or created by this Agreement and the relationship of CONSULTANT to DISTRICT is that of an independent contractor. DISTRICT is not expected nor required to make any payroll deductions, provide Workers' Compensation Insurance coverage, provide health benefits, or make any other employee-related deductions or contributions to CONSULTANT.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing the services set forth in this Agreement and as assigned by DISTRICT or DISTRICT management personnel and for coordinating all portions of the work so the results will be satisfactory to DISTRICT and DISTRICT management personnel, but shall not be responsible for the means, methods, and procedures of other consultants, if any.

C. CONSULTANT, pursuant to this Agreement, is rendering professional services only, and any payments made to her are compensation solely for such services as she may render and recommendations she may make in the performance of services.

D. As an independent contractor to the DISTRICT, CONSULTANT does not, and shall not, have any line authority, expressly or indirectly, over any DISTRICT employee. Instead, CONSULTANT will work as independently as possible and shall work with DISTRICT management personnel to assign or request that certain work be done by DISTRICT employees.

## **ARTICLE 4: COMPLIANCE WITH LAWS**

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT's work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys' fees and costs, brought or recovered against DISTRICT, for or on account of any liability under said laws, ordinances, rules, regulations and orders which may be incurred by reason of any work to be performed by CONSULTANT with this Agreement.

## **ARTICLE 5: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS**

CONSULTANT agrees that all dealings of the Parties under this Agreement shall be confidential, and no report, data, information, or communication developed, prepared, or assembled by CONSULTANT under this Agreement, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this Agreement.

## **ARTICLE 6: PAYMENT TO CONSULTANT**

A. In consideration of CONSULTANT's performance of services as described herein, DISTRICT shall pay CONSULTANT fees for its services according to the invoice attached Exhibit A, attached and incorporated by reference herein.

B. Total fees or compensation to be paid by DISTRICT to CONSULTANT for CONSULTANT's services described herein for the term set forth in ARTICLE 2 Term of Contract shall not exceed \$84,212.80 without written amendment hereto. Any annual extensions of this contract shall include a reasonable escalator commensurate with agreed upon increases for inflation.

C. No payment made under this Agreement, except the final payment, shall be conclusive evidence of CONSULTANT's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT's services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

D. CONSULTANT agrees that any compensation provided by DISTRICT under this AGREEMENT will be subject to recoupment or clawback by the DISTRICT under any applicable clawback or recoupment policy of the DISTRICT as may be in effect from time-to-time or as required by applicable federal or state law or regulation.

## **ARTICLE 7: MODIFICATION**

No change to this Agreement may be made except by a written amendment mutually agreed to and signed by CONSULTANT and DISTRICT.

## **ARTICLE 8: SUSPENSION OR TERMINATION OF CONTRACT**

All work shall be done in a diligent and professional manner to DISTRICT's satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT's services at any time, with or without cause, regardless of whether CONSULTANT's services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing of the job. Such additional time shall not exceed ten percent (10%) of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT's total compensation beyond the maximum stated in Article 6.

In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days' written notice, terminate the services as they apply to the suspended portion of the project. In the event this Agreement is terminated by either DISTRICT or CONSULTANT, all reports, specifications, and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

**ARTICLE 9: INDEMNIFICATION AND HOLD HARMLESS**

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, and its officers, agents, and employees, from and against any and all liability, damages, costs, losses, claims, and expenses, however caused, resulting directly or indirectly from or connected with CONSULTANT’s negligent performance of this Agreement (including, but not limited to, such liability, cost, damage, loss, claim, or expense arising from the death of or injury to, or damage to property of CONSULTANT, DISTRICT, or their respective employees or agents), regardless of the active or passive negligence of DISTRICT, except where such liability, damages, costs, losses, claims, or expenses are caused solely by the negligent or wrongful acts or omissions of DISTRICT or any of its agents or employees.

DISTRICT shall defend, protect, indemnify, and hold harmless CONSULTANT, her officers, agents, and employees, from and against any and all claims and demands, loss of liability of any kind or nature which CONSULTANT, her officers, agents, or employees, may sustain or incur or which may be imposed on her or any of them for injury to or death of persons or damage to property, as a result of or arising out of any claims related to DISTRICT’s obligations under this contract, but only to the extent and to the full extent of DISTRICT’s insurance coverage under its comprehensive liability policy.

**ARTICLE 10: INSURANCE**

CONSULTANT shall provide and keep in effect during the term of this Agreement insurance as follows:

- A. Commercial General Liability policies with combined single limit coverage of at least \$1,000,000 for any personal injury, death, or property damage.
- B. Comprehensive Automobile Liability policies with combined single limit coverage of at least \$1,000,000 for personal injury, death, or property damage.
- C. CONSULTANT shall provide certificates of such insurance to DISTRICT prior to the start of work. Said certificates shall specifically provide that such insurance shall not be terminated or canceled without thirty (30) days’ prior written notice having been given DISTRICT at its address set forth in this Agreement, except that ten (10) days’ written notice shall be acceptable in the case of cancellation for nonpayment.

**ARTICLE 11: SUBCONTRACTORS**

This Agreement is a personal service contract and the consulting work hereunder shall not be delegated or assigned by CONSULTANT to any person or entity without the prior written consent of DISTRICT. Breach of this provision shall be grounds for immediate termination of this Agreement.

**ARTICLE 12: NOTICES**

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage-paid mail addressed as follows:

To CONSULTANT: AQUA-METRIC SALES CO.  
4050 Flat Rock Drive  
Riverside, CA 92505  
Attention: Jefferson Randolph

To DISTRICT: TRIUNFO SANITATION DISTRICT  
370 North Westlake Boulevard, Suite 100  
Westlake Village, CA 91362  
Attention: Director of Finance

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

**ARTICLE 13: NO WAIVER**

No failure or delay by DISTRICT in asserting any of DISTRICT's rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

**ARTICLE 14: PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**ARTICLE 15: TERMS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

**ARTICLE 16: INCORPORATION OF RECITALS**

The foregoing recitals are incorporated herein as though fully set forth.

**ARTICLE 17: CALIFORNIA LAW**

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that, should litigation arising from this Agreement be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

**ARTICLE 18: ADDITIONAL PROVISIONS**

CONSULTANT agrees that no regular employee of DISTRICT shall be employed by its firm during the period that this Agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TRIUNFO SANITATION DISTRICT

By \_\_\_\_\_  
JANE NYE  
Chair, Board of Directors

AQUA-METRIC SALES CO.

By Jefferson Randolph  
JEFFERSON RANDOLPH  
Sales/Operations Manager

APPROVED AS TO FORM:  
ARNOLD, LAROCHELLE,  
MATHEWS, VANCONAS & ZIRBEL, LLP

By \_\_\_\_\_  
DENNIS MCNULTY  
Legal Counsel for District

ATTEST

By \_\_\_\_\_  
FIDELA GARCIA  
Clerk of the Board



EXHIBIT A



INVOICE

Page 1 of 1

Aqua-Metric Sales, Co.  
 4050 Flat Rock Dr.  
 Riverside, CA 92505  
 TEL: 951-637-1400

Invoice Number: INV0094638  
 Invoice Date: 5/3/2023  
 Shipment Number: SHP0024608  
 Order Number: SO0074798  
 Order Date: 5/3/2023  
 Salesperson: 0021  
 Customer: OAKPARK

Bill To: AP@TriunfoWSD.com  
 Triunfo Water & Sanitation District  
 370 N WESTLAKE BLVD STE 100  
 Westlake Village, CA 91362-7039

Ship To:  
 Triunfo Water & Sanitation Dist  
 5000 Bishops Wood Ln  
 Oak Park, CA 91377

Customer PO	Ship Via	Delivery method	Terms	Project
SUPPORT			NET30	
Quantity	BKO	Product	Unit price	Total tax excluded
1	0	SUPPORTRNI ANNUAL RNI SAAS FEE COVERAGE 06/25/2023 - 06/24/2024	17,450.26	17,450.26
1	0	SUPPORTANALYTICANNUALANALYTICS FEE COVERAGE 06/25/2023 - 06/24/2024	17,643.90	17,643.90
1	0	SUPPORTPORTAL ANNUAL CUSTOMER PORTAL CORE COVERAGE 06/25/2023 - 06/24/2024	49,118.64	49,118.64
<b>Tax excluded line total</b>				<b>84,212.80</b>
<b>TAX EXCLUDED TOTAL</b>				<b>84,212.80</b>
Sales Tax				0.00
<b>TOTAL TAX INCLUDED</b>				<b>84,212.80</b>
<b>GRAND TOTAL</b>				<b>84 212.80</b>

## **EXHIBIT B SUPPORT STANDARDS**

### 1. Overview

- 1.1. As a Sensus certified Value Added Reseller, Aqua-Metric's technical services team will provide Client with remote or on-site (when applicable) technical assistance to maximize Client's operational success. The Aqua-Metric Support Standards (the "Support Standards") outlined herein shall serve as a general guideline and minimum expectations of the services provided by Aqua-Metric or Client through the term of this Agreement.

### 2. Business Hours and Contact Information

- 2.1. Standard business hours are Monday through Friday, 7:30 AM to 4:30 PM, excluding statutory holidays.
- 2.2. For technical assistance, Client may contact Aqua-Metric's designated support representative directly or Aqua-Metric's support resources at (866) 719-1422 or via email at [helpdesk@aquametric.com](mailto:helpdesk@aquametric.com).
- 2.3. Although it is unlikely technical issues would be identified outside the standard business hours, Aqua-Metric will provide technical assistance to Client for critical issues after hours or on holidays when applicable. In such event and if Aqua-Metric is unavailable, Client shall leave a voicemail detailing Client name, best contact information and a description of the issue(s). If Client initiates an afterhours email, Client shall mark any email correspondence as "high priority" and note "Urgent" in the subject line.

### 3. Support Categories

- 3.1. General questions or recommendations regarding functionality and use of products or software.

#### 3.2. Network Infrastructure

- A. Aqua-Metric will perform periodic remote infrastructure health and network connectivity checks.

- I. Aqua-Metric will perform periodic health checks for each Basestation in Client's network.
- II. Aqua-Metric will monitor for network outages and attempt to notify Client for review. In the unlikely event of prolonged network outages, Aqua-Metric may create a service ticket and coordinate with Client to assess any repair(s) needed to restore communications; provided, however, Client will be responsible for backhaul communication devices, including restoring lost communication at the backhaul or WAN device(s) with Client's service provider, and ensuring the Basestation(s) is connected to power.
- III. Aqua-Metric will investigate a drop in performance in the network as needed using an Antenna Analyzer and other radio frequency tools to assist Client with necessary repairs or generating a RMA if needed.

- B. Network infrastructure hardware repairs.

- I. Client may purchase the Sensus Extended Warranty at any time within the first year from the Sensus Basestation(s) shipment date and may be renewed for up to five (5) consecutive years after the standard one (1) year warranty period. The warranty period begins on the date of Sensus shipment. Sensus Extended Warranty includes:
  - a. Repair or replacement of defective parts or units.
  - b. Firmware Updates.
  - c. Remote diagnostics of operation issues.
  - d. Sensus Extended Warranty excludes 1) defects as a result of tampering, vandalism, negligence, "Acts-of-God"; 2) antenna coaxial cabling or connectors; 3) external antennas; 4) communications backhaul equipment, including network data usage or data provider

coverage; 5) electrical power supply, external grounding, or power related issues; 6) backup battery (consumable item), or 7) costs associated with site lease or site maintenance.

II. Aqua-Metric will provide labor to repair or replace defective Basestation(s).

- a. Due to regulations which require certified personnel to climb elevated structures, Aqua-Metric does not include labor cost(s) to repair or replace Basestation antenna, coaxial cable or coaxial connections above ground level. Labor cost(s), if any, to repair or replace defective or damaged antennas, coaxial cable or connections will be determined at time of replacement.

III. Aqua-Metric will work with Sensus to update Network Basestation infrastructure firmware.

IV. Aqua-Metric will provide best effort communications backhaul troubleshooting and diagnostics.

3.3. Regional Network Interface (the “RNI”), Sensus Analytics and applicable modules, and Sensus Analytics Customer Portal (if applicable); collectively the “AMI Software”

- A. Aqua-Metric will review data captured within the RNI, Sensus Analytics quarterly and promptly notify Client of major anomalies or discrepancies.
- B. Aqua-Metric will troubleshoot and diagnose integration issues between the AMI Software and Client’s CIS. Aqua-Metric will attempt to resolve integration issues in the AMI Software and escalate to Sensus Technical Services if necessary. If integration issues are due to an issue with the CIS provider, Aqua-Metric will advise Client on what is needed to resolve the issue and Client will be responsible for engaging Client’s CIS provider.
- C. Aqua-Metric will assist Client with issues relating to the route file between the AMI Software and Client’s CIS, updating AMI Software when a CIS import/export has changed, and creating new routes within the AMI Software.
- D. Aqua-Metric will assist Client with updating existing user reports and alerts upon Client request.
- E. Aqua-Metric will assist in troubleshooting Client’s access to AMI Software and password issues.
- F. Aqua-Metric will schedule and coordinate software patches and updates to the AMI Software with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.
- G. Aqua-Metric Support excludes upgrades, integration or re-integration with new or third-party software. In such event, Aqua-Metric will work with Client to prepare a scope of work and quote for the work to be performed.

3.4. Field Equipment and Software

- A. Aqua-Metric will coordinate periodic on-site inspections as needed and upon Client request to check field equipment (e.g. handheld devices, Vehicle Transceiver Unit (VXU), or Vehicle Gateway Basestation (VGB)) operation.
- B. Aqua-Metric will setup and configure FieldLogic profiles and provide Client with meter configuration profile files. If necessary and upon Client’s request, Aqua-Metric will update or modify FieldLogic profiles and provide Client with new data files upon completion.
- C. Aqua-Metric will schedule and coordinate software patches and updates to AutoRead, AutoVu, AutoVu Mapping Software, FieldLogic with Client. Aqua-Metric will train Client on the completed updates and furnish updated documentation to Client when applicable and available.
- D. Aqua-Metric will provide remote support for software and hardware failure troubleshooting on field equipment when feasible. In the event remote troubleshooting is unsuccessful, Aqua-Metric may coordinate an on-site inspection or escalate the service ticket to Sensus Technical Services for further diagnostics.

- E. Aqua-Metric will assist Client with issues relating to loading or unloading routes from reading devices, updating AutoVu and AutoRead when a CIS import/export has changed, and creating new routes within the reading software.

### 3.5. Meters and SmartPoints

- A. Aqua-Metric will assist Client with troubleshooting meter and SmartPoint device issues, provided Client has pre-inspected and confirmed 1) the meter is registering consumption, 2) the meter is installed and connected to the SmartPoint properly, 3) the SmartPoint is properly installed through the meter box lid, and 4) the SmartPoint is not obstructed or covered.

### 3.6. Training

- A. Aqua-Metric will provide training documentation outlining general operating, troubleshooting, and maintenance procedures as ongoing as updates to software are published, or upon Client request.
- B. Upon Client request, Aqua-Metric will provide one 4 hours training session a year, if requested, on operation, maintenance, and troubleshooting of fixed network infrastructure (e.g. NetMetrics); mobile network infrastructure (e.g. VGB); RNI, Sensus Analytics and applicable modules; Sensus Analytics Customer Portal; field equipment (e.g. handheld devices); AutoVu, AutoVu Mapping Module, and AutoRead; Field Logic Software, including meter profile and configurations; meter installation; and SmartPoint installation and activation.

## 4. Support Procedures

- 4.1. Client shall self-diagnose minor issues with easiest and lowest time-consuming activities (e.g. equipment is powered, no internet/cellular network outages, verifying meter is connected to SmartPoint and SmartPoint is properly mounted, etc.).
- 4.2. If Client is unable to resolve minor issues or the issue is reasonably more severe, Client may contact Aqua-Metric as outlined in Section 2. Client shall provide any details and product serial numbers (if applicable) related to the service request. Service requests are placed in queue and assigned on a first-come first-served basis.
- 4.3. Aqua-Metric will generate and track the support request through Salesforce service ticket.
- 4.4. Aqua-Metric and Client will determine the appropriate severity level and captured within the service ticket. Client will be notified anytime the severity level is changed or escalated.
- 4.5. Aqua-Metric will assign the service ticket to a technical support specialist for review and follow up with Client. Aqua-Metric's technical support specialist will coordinate remote or on-site troubleshooting to determine cause and resolution with Client.
- 4.6. When necessary, Aqua-Metric will escalate the service ticket to Sensus Technical Services for additional troubleshooting and assistance resolving.

## 5. Severity Levels

- 5.1. Aqua-Metric will assign a severity level (SL) as applicable to each service ticket.
  - A. **SL1 (Critical):** Critical issues such as major communications issues, software component failures or software interaction failures, or failures of the Client's non-individual customer hardware which interfere with communications, post-processing or significant transfers of data thus rendering the system or software inoperable or preventing data transfer into Client's billing system and requires immediate attention and/or escalation to Sensus Technical Services.
  - B. **SL2 (Moderate):** Moderate issues such as system feature or functionality failure resulting in restricted or impacted operations causing a disruption in work or delay of data transfer into Client's billing software and requires immediate attention and/or escalation to Sensus Technical Services.

- C. **SL3 (Low):** Minor or routine issues such as equipment or software malfunction but non-impactful to the overall operation or functionality of the system (e.g. modifications or updates to device software are needed) which may be resolved without significant impact to Client resources.
  - D. **SL4 (General):** General requests or inquiries regarding normal operation, functionality, or training.
- 5.2. Aqua-Metric will make reasonable efforts to resolve issues within the target timelines identified in the chart below. Some cases which require Sensus Technical Services or third-party software provider’s (e.g. Client’s CIS provider) involvement may require additional time to resolve Critical or Moderate cases.

		Call Back	Troubleshooting	Resolution Goal
<b>SL1 (Critical)</b>	Business Hours	30 Minutes	2 Hours	3 Business Days
	After Hours	2 Hours	8 Hours	3 Business Days
<b>SL2 (Moderate)</b>	Business Hours	1 Hour	4 Hours	4 Business Days
	After Hours	1 Business Day	1 Business Day	4 Business Days
<b>SL3 (Low)</b>	Business Hours	2 Hours	1 Business Day	5 Business Days
	After Hours	1 Business Day	1 Business Day	5 Business Days
<b>SL4 (General)</b>	Business Hours	1 Hour	N/A	1 Business Day
	After Hours	1 Business Day	N/A	1 Business Day

6. Escalation Process

- 6.1. In the event the normal support procedure does not produce the intended or timely results or if the severity has changed, the issue may be escalated to a higher level of support as necessary to complete the service request. Client may request to escalate Critical or Moderate service tickets if the service ticket has not been resolved in the allotted timeframe by contacting Aqua-Metric as outlined in Section 2.

7. General Provisions and Exclusions

- 7.1. Sensus offers an online database containing operation, configuration and technical manuals and documentation for Sensus products and software. Upon request, Aqua-Metric will coordinate the setup of Client personnel provided Client has provided a list of personnel and email addresses for each user.
- 7.2. Product Return Material Authorization (“RMA”)
  - A. Aqua-Metric will coordinate warranty product returns, including RMA documentation, for network infrastructure, mobile infrastructure, field equipment (e.g. handheld devices, VGB), meters, and SmartPoints. Client may email warranty claims including a description of product failure(s) and serial number(s) to:
    - I. Southern California & Nevada: [rma-socal@aquametric.com](mailto:rma-socal@aquametric.com)
    - II. Northern California: [rma-norcal@aquametric.com](mailto:rma-norcal@aquametric.com)
    - III. Texas: [rma-texas@aquametric.com](mailto:rma-texas@aquametric.com)
    - IV. Louisiana: [rma-louisiana@aquametric.com](mailto:rma-louisiana@aquametric.com)
  - B. If the service request involves RMA product(s) which have failed for no known reason, Aqua-Metric will open a Special Investigation RMA with Sensus. If such investigation requires a service ticket to be opened by Aqua-Metric, Aqua-Metric will proceed with creating a service ticket and promptly notify Client of any further action(s) necessary to resolve the issue.

- C. Warranty repair or replacement does not include labor to remove and replace field devices (e.g. meters, SmartPoints, Smart Gateway, Act-Pak, etc.) from service. Client will be responsible for removing such field devices from service and returning to Sensus manufacturing facilities.
  - D. Aqua-Metric does not provide advanced replacement product during the interim product warranty inspection/repair period.
- 7.3. Service tickets which require specialized support from Aqua-Metric or Sensus and outside the scope of the Support Standards (e.g. specialized systems integration services or out of warranty network equipment repair) will be quoted prior to beginning work.
- 7.4. In the event Aqua-Metric or Client terminate the Annual Support, Aqua-Metric Support Standards shall cease immediately and Aqua-Metric may invoice Client for future service requests at the following rates as applicable:
- A. Aqua-Metric Technical Support
    - I. Remote Support: \$200.00 per hour with a one (1) hour minimum.
    - II. On-site Support: \$200.00 per hour with a four (4) hour minimum.
    - III. Daily On-site Support: \$1,500 per day
    - IV. Parts, Materials, and Software Updates not included
  - B. Sensus Technical Services
    - I. Remote Support: \$250.00 per hour / per call (Call Sensus for current pricing)
    - II. Parts, Materials, and Software Updates not included

June 9, 2023

To Whom It May Concern:

Please be advised that Aqua-Metric Sales Company of Riverside, California, is the sole factory authorized distributor representative for all Sensus USA products, parts, and services, including but not limited to, FlexNet AMI system components, iPerl, Ally, SR11, accuStream, AccuMag, Hydroverse, and Omni meters, in the State of California, and Clark County Nevada geographic areas.

Customers purchasing Sensus products from Aqua-Metric Sales enjoy full factory warranty coverage as well as the ability to draw from local inventory and obtain local services that the factory cannot provide.

In this way, we hope to provide our customers with the best of both worlds: factory support and technical knowledge coupled with local sourcing and timely service.

We at Sensus USA appreciate your continued business. Should you have any questions regarding this or any other matter, please feel free to contact me at any time.

Sincerely,



Pedro I. Gochicco  
Account Development Manager  
Sensus USA  
(442)-303-3245

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