

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



AMENDED AGENDA

(Added Urgency Item 9.4)

TUESDAY, OCTOBER 11, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 59453, SUBDIVISION (e) OF THE RALPH M. BROWN ACT (CALIFORNIA GC § 54950, ET SEQ.), THE FEDERAL AMERICANS WITH DISABILITIES. WHILE THIS MEETING WILL BE PHYSICALLY OPEN TO THE PUBLIC, GIVEN THE STATE OF EMERGENCY REGARDING THE THREAT OF COVID-19, MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE AND COMMENT VIA THE ZOOM VIRTUAL PLATFORM. REFER TO THE LAST PAGE OF THE AGENDA FOR PARTICIPATION INFORMATION.

1. CALL TO ORDER

2. FLAG SALUTE

3. INVOCATION

4. ROLL CALL

5. AGENDA CHANGES

6. CONFLICT OF INTEREST: *Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.*

7. PRESENTATIONS (Informational only)

Item 7.1 **Walk & Roll to School Day Proclamation-** It is recommended that City council present a proclamation for Walk & Roll to School Day for October 12th to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center.

Item 7.2 **Lights on After School Proclamation-** It is recommended that City Council present a proclamation for Lights on After School for October 21st to Armando Nunez, Program/Grant Manager for CASA del Rio Family Resource Center.

Item 7.3 **Code Enforcement Week Proclamation-** It is recommended that City Council present a proclamation for Code Enforcement Week to Michele Garcia, Senior Neighborhood Improvement Officer.

8. PUBLIC COMMENTS (No action can be taken)

At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.

Refer to the last page of this agenda for the Public Comment Procedures via ZOOM.

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 Approval of the September 27, 2022 City Council and Local Redevelopment Authority Board Minutes.

Item 9.3 A **Resolution** to Authorize funds to retro-fit one Zerillo Park Tennis Court to a Pickleball Court.

(Added)

Item 9.4 A **Resolution** Authorizing the property owner Sukhueun Khun to drill a potable water well located on the property at 6307 Snedigar Rd. Riverbank CA.

10. PUBLIC HEARINGS- No Public Hearings Scheduled.

11. NEW BUSINESS

Item 11.1 A Resolution Authorizing an Amendment to the Master Subscription Agreement with Epic I/O, formerly known as IntelliSite LLC, to Upgrade the Camera Equipment and Software and Authorizing a Budget Amendment for the Increased Amount, and,

A Resolution to Add Additional Site Locations within the City of Riverbank Security Camera and License Plate Reader (LPR) System and Authorizing a Budget Amendment for the Additional Costs.- It is recommended that the City Council consider approval of the attached resolutions authorizing the City Manager to execute an amendment to the Master Subscription Agreement with Epic I/O formerly known as IntelliSite LLC to refresh our current camera equipment and software, and to add additional locations within the City.

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 13.1 **CONFERENCE WITH LABOR NEGOTIATORS**
(Pursuant to Government Code §54957.6)
Agency Representative: City Manager, Marisela Garcia
Employee Organizations: Riverbank Mid-Management Employee Association

14. RECONVENE FROM CLOSED SESSION

Item 14.1 Report from Closed Session **Item 13.1**
CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code §54957.6)
Agency Representative: City Manager, Marisela Garcia
Employee Organizations: Riverbank Mid-Management Employee Association

15. ADJOURNMENT

- The next regular City Council meeting will be on October 25th, 2022 at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted at the meeting location, on the North City Hall public exterior bulletin board, and the City's website 72 hours prior to the meeting in accordance to the California Ralph M. Brown Act.

Posted this 6th day of October, 2022.

/s/ <i>Gabriela Hernandez, City Clerk</i>
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ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, and the Governor's Executive Order N-29-20, the City will make every effort to make reasonable modifications or accommodations from individuals with disabilities. Contact the Administration Dept. at (209) 863-7122 or the City Clerk at cityclerk@riverbank.org at least (48) hours prior to the meeting to enable the City to make reasonable arrangements for accessibility.

NOTICE REGARDING NON-ENGLISH SPEAKERS

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Riverbank City Council/LRA Board shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.



**TELECONFERENCE/VIRTUAL PLATFORM PUBLIC PARTICIPATION COMMENT
PROCEDURES FOR CITY COUNCIL MEETING HELD IN CONFORMANCE WITH
THE BROWN ACT**

PUBLIC “LIVE” VIEWING

- Government Channels: Charter– 2 and AT&T U-VERSE – 99
- YouTube Live – is no longer available due to technical difficulties, which is being worked on.
- Via ZOOM Platform (See instructions below)

SUBMITTING PUBLIC COMMENTS FOR THE RECORD

Written comments must be received before 4:00 p.m. on the date of the meeting in order for them to be distributed to the Council prior to consideration of the matter. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt within an hour of submission or by 5:00 pm, please call the City Clerk’s Office at (209) 863-7198 or the Administration Dept. at (209) 863-7122.

ACCEPTABLE METHODS OF SUBMITTING COMMENTS BEFORE THE 4:00 PM DEADLINE

- **Via Mail Service:** Mail comments to City of Riverbank, Attn. City Clerk, 6707 Third Street, Suite A, Riverbank, CA 95367. (Call 209-863-7198 / 209-863-7122 to ensure they were received.)
- **Via Email:** Mail to cityclerk@riverbank.org *(Note: This technology is not a guaranteed method.)*
 - Indicate Agenda Item # in the **subject line**. (Call 209-863-7198 / 209-863-7122 to ensure receipt)
- **Oral Comments In-Person:** The Mayor will ask the audience if anyone wishes to comment, at that time you may approach the podium. (A Spanish language interpreter is available for assistance.)
- **Oral Comments Via Zoom:** The Mayor will announce when public comments may be made for a limit of 3 minutes on the agenda item being considered, at which time you will:
(please make sure the volume on your video device or any nearby device is turned down.)
 - Using a computer – click on the “raise hand” feature in the webinar controls. This will alert staff that you wish to speak, and you will be unmuted.
 - Using a Phone – press *9 to “raise the hand”. This will alert staff that you wish to speak, and you will be unmuted.

Teleconference Phone Number (This system is a backup for ZOOM technical difficulties only when providing oral comments.) If there are technical difficulties or disconnection with ZOOM while making oral comments, please immediately call the teleconference phone number (209) 863-7151 so that Council may receive your comments. Council will be waiting for your call. Thank you

JOIN THE MEETING VIA ZOOM PLATFORM

Join by this link: <https://us02web.zoom.us/j/83811085397>

- Join by accessing website: <https://zoom.us/join>, enter **Webinar ID: 838 1108 5397**
- Join by telephone: **1 669 900 9128 or 1 346 248 7799, plus Webinar ID: 838 1108 5397**

Learn about using ZOOM - Visit <https://zoom.us/j/94943925973?status=success> for a free account or to download the app.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO: 7.1

SECTION 7: PRESENTATIONS

Meeting Date:	October 11, 2022
Subject:	Proclamation – Walk and Roll to School Day – October 12, 2022
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Barragan, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council read and present a Proclamation for Walk and Roll to School Day to Armando Nunez, Program/Grant Manager for CASA Del Rio Family Resource Center.

SUMMARY

Walk and Roll to School Day was organized by the Partnership for a Walkable America in 1997 and originated as a one-day event to exhibit the importance for communities to become more walkable. Every October, millions of children from countries around the world participate in this event to raise not only local community awareness; but also, global attention to walking or rolling safety and promoting healthy behavior.

There are many benefits associated with walking or rolling to school and it is an enjoyable activity that all ages can partake in. Walking and rolling provides exercise at the beginning of the day which may encourage additional healthy habits throughout the day. Walking and rolling to school gives children the opportunity to learn about safety as they obey traffic laws at crosswalks and signals. A stronger sense of community can be formed as students, families, neighbors, school officials, and community officials take pride in their communities and the conditions of their sidewalks and pathways. Additionally, less vehicles on the roadways helps to reduce traffic, emissions, and air pollution.

On Wednesday, October 12, 2022, students in Riverbank will join over 50 countries around the world to recognize the importance in walking and rolling to school. By partaking in Walk and Roll to School Day, each step taken is one step closer to a cleaner and healthier lifestyle. California Avenue Elementary School will participate with their event on October 12th at 7:15 am starting at the parking lot at Castleburg Park.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation
2. Flyer



**CITY OF RIVERBANK
PROCLAMATION**

**WALK & ROLL TO SCHOOL DAY
OCTOBER 12TH, 2022**

WHEREAS, the City of Riverbank deems the health and safety of its students as a primary concern; and

WHEREAS, the lives of hundreds of children could be saved each year if communities took steps to make pedestrian safety a priority; and

WHEREAS, a lack of physical activity plays a leading role in rising rates of obesity, diabetes, and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, driving students to school by private vehicle contributes to traffic congestion and air pollution; and

WHEREAS, an important role for parents and the community is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, children, parents and community leaders around the world are joining together to walk and roll to school and evaluate walking and bicycling conditions in their communities.

NOW, THEREFORE, the City Council of the City of Riverbank hereby proclaims Wednesday, October 12, 2022 as **Walk and Roll to School Day** throughout the City of Riverbank, and as such, encourages everyone to promote the safety and health of children today and every day.

October 11, 2022

Richard D. O'Brien
Mayor

WALK & ROLL TO SCHOOL DAY

Join children and adults around the world to celebrate
the benefits of walking and bicycling.



California Avenue Elementary School is participating in “Walk to School Day” on Wednesday, October 12, 2022

Meet at Castleberg Park, in the parking lot, at 7:15 a.m.

About the Event:

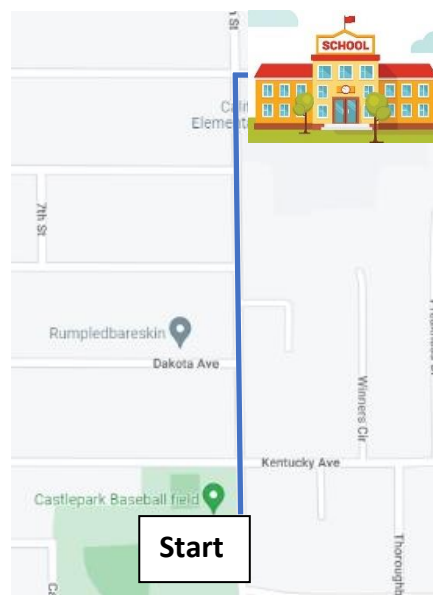
Join friends and neighbors in walking or biking to school!

Meet at Castleberg Park at 7:15 a.m. and Grab a Healthy Snack!

Students, Parents, Teachers, & Community Members begin to

Walk or Bike to CA Ave School on 8th St. at 7:35 a.m.

CA Ave Students be ready for Music and Giveaways!



Learn more at walkbiketoschool.org

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	October 11, 2022
Subject:	Proclamation – Lights On Afterschool – October 21, 2022
From:	Marisela H. Garcia, City Manager
Submitted by:	Jessica Barragan, Administrative Assistant – Confidential

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation for Lights On Afterschool to Armando Nunez, Program/Grant Manager for CASA Del Rio Family Resource Center.

SUMMARY

Afterschool programs offer many extracurricular opportunities for student enrichment including science, arts, physical activity, and community service. In addition, afterschool programs provide a safe and nurturing environment for students to remain in, while awaiting parents or caregivers to come pick them up at the end of the day. In the month of October, communities nationwide observe Lights On Afterschool to acknowledge the importance of afterschool programs for students. On Friday, October 21st, 2022, Riverbank Project A.C.T.I.O.N. Afterschool Care Together In Our Neighborhoods will be participating in the 21st Annual Lights On Afterschool event. This a free event for the Riverbank Community and will be held at California Avenue Elementary School, 3800 California Avenue, from 3:30 – 5:30 p.m.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation
2. Flyer



**CITY OF RIVERBANK
PROCLAMATION**

LIGHTS ON AFTERSCHOOL

WHEREAS, Lights On Afterschool is a national celebration of Afterschool Programs and promotes the importance of quality Afterschool Programs in the lives of children, families, and communities; and

WHEREAS, Afterschool Programs provide safe, challenging, engaging, and enriching learning experiences to help children and youth develop their social, emotional, physical, cultural, and academic skills; and

WHEREAS, Afterschool Programs support working families by ensuring children are safe and productive after the regular school day ends; and

WHEREAS, such programs help build stronger communities by involving students, parents, schools, business leaders, and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families, and adults; and

WHEREAS, Riverbank Unified School District, Project ACTION, Afterschool Care Together In Our Neighborhoods, is recognized in our schools and community as a fundamental Afterschool Program dedicated to providing extracurricular academic and recreational opportunities for student enrichment in a safe and nurturing environment so students may become diverse individuals.

NOW, THEREFORE, LET IT BE PROCLAIMED by the City Council of the City of Riverbank that Friday, October 21, 2022, is "Lights On Afterschool" within the City of Riverbank.

October 11, 2022

Richard D. O'Brien
Mayor

RIVERBANK UNIFIED SCHOOL DISTRICT
& C.A.S.A. DEL RIO PRESENT

Lights on Afterschool Celebration

Friday, October 21, 2022
3:00pm - 5:30pm

· GAMES · FOOD · LIVE ENTERTAINMENT
· DJ · FACEPAINTING · RESOURCE BOOTHS ·

CALIFORNIA AVENUE ELEMENTARY

3800 California Ave | Riverbank | CA | 95367



C.A.S.A. del Rio
Family Resource Center
"Community and School Altogether"

For questions contact Consuelo Magallon
cmagallon@riverbank.k12.ca.us
209-869-0468

R RIVERBANK
UNIFIED SCHOOL DISTRICT



**LIGHTS ON
AFTERSCHOOL**
A PROJECT OF THE AFTERSCHOOL ALLIANCE



Project A.C.T.I.O.N.
Afterschool Care Together In Our Neighborhoods

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATION

Meeting Date:	October 11, 2022
Subject:	Presentation on Code Enforcement Officer Appreciation Week
From:	Marisela H. Garcia, City Manager
Submitted by:	Donna M. Kenney, Planning and Building Manager

RECOMMENDATION

It is recommended that City Council present a proclamation for Code Enforcement Officer Appreciation week to Senior Neighborhood Improvement Officer, Michele Garcia.

SUMMARY:

The State of California has proclaimed the second week of October as Code Enforcement Officer Appreciation Week. Code Enforcement Officers, or Neighborhood Improvement Officers as they are known in Riverbank, provide for the safety, health, and welfare of citizens through the enforcement of local, state, and federal laws and ordinances dealing with the various issues of building, zoning, housing, animal control, environmental, health, and life safety. In the City of Riverbank, they work on a complaint-only basis.

We take this opportunity to thank our Neighborhood Improvement Officers, Michele Garcia and Patrick McCulloch, for their service to our community.

FINANCIAL IMPACT:

None

ATTACHMENT:

1. Proclamation



CITY OF RIVERBANK

PROCLAMATION

**NATIONAL CODE ENFORCEMENT OFFICER
APPRECIATION WEEK**

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of Riverbank citizens through the enforcement of local, state, and federal laws and ordinances dealing with various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do in improving the quality of life for residents and businesses of local communities; and

WHEREAS, the role of many Code Enforcement Officers has expanded in recent years with jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values through knowledge, training, and application of housing, zoning, and nuisance laws; and

WHEREAS, Code Enforcement Officers often have a highly visible role in Riverbank and regularly interact with the public and a variety of federal, state, county, and local officials in their capacity as code enforcement officers; and

WHEREAS, The City of Riverbank wants to recognize and honor the Code Enforcement Officers that serve our community and acknowledge their role in leading the way to improve quality of life within our community.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Riverbank hereby proclaims the second week of October in 2022, and annually thereafter, be known as Code Enforcement Officer Appreciation Week in the City of Riverbank; and

BE IT FURTHER RESOLVED that the City Council calls upon Riverbank residents to join in recognizing and expressing their appreciation for the dedication and service by the Neighborhood Improvement Officers who serve as our Code Enforcement Officers.

October 11, 2022

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 11, 2022
Subject:	Waiver of Readings
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the waiver of readings of any proposed ordinances and resolutions for consideration, except by title.

SUMMARY

In lieu of reading the entire text of a proposed ordinance or resolution that is introduced for consideration for adoption and approval, by majority vote, the City Council/LRA Board may waive the reading of the text and introduce the ordinance or resolution by title only for the record.

The full text of the proposed ordinances and resolutions, and any related documents that are part of the agenda packet, are available for review by the public on the City's website and in the City Clerk's office at City Hall (North) upon distribution to a majority of the City Council/LRA Board; typically 72 hours prior to the scheduled date and time of the meeting.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

There are no attachments to this report.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.2

SECTION 9: CONSENT CALENDAR

Meeting Date:	October 11, 2022
Subject:	Approval of the September 27, 2022 City Council and Local Redevelopment Authority Board Minutes
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, City Clerk/LRA Secretary

RECOMMENDATION

It is recommended that the City Council / LRA Board approve the City Council/ Local Redevelopment Authority Board approve the City Council/LRA Meeting Minutes of September 27, 2022, as presented.

SUMMARY

The Draft Minutes of the City Council and the Local Redevelopment Authority Board meetings have been prepared for review and approval.

FINANCIAL IMPACT

There is no financial impact to this item.

ATTACHMENTS

1. The September 27, 2022 City Council and Local Redevelopment Authority Board Minutes.

CITY COUNCIL / LRA BOARD

Mayor/Chair
Richard D. O'Brien
Vice Mayor/Chair (CM-D3) Cal Campbell
Council/Authority Members:
District 1 Luis Uribe
District 2 Rachel Hernandez
District 4 Darlene Barber-Martinez



CITY OF RIVERBANK

**Regular City Council and
Local Redevelopment Authority
Board Meetings**
Council Chambers, 6707 Third St., Suite B
Riverbank, CA 95367



MINUTES

TUESDAY, SEPTEMBER 27, 2022 – 6:00 P.M.

(THE AGENDA PACKET IS ONLINE AT [HTTP://WWW.RIVERBANK.ORG/AGENDACENTER](http://www.riverbank.org/agendacenter))

1. CALL TO ORDER - Mayor / Chair Richard D. O'Brien called the meeting to order at 6:00 P.M.

2. FLAG SALUTE - Mayor / Chair Richard D. O'Brien led the pledge of allegiance.

3. INVOCATION – Reverend Randy Richardson provided the invocation.

4. ROLL CALL

Members of the City Council / Local Redevelopment Authority Board present in the Chamber:

Council Member / Authority Member District 1 Luis Uribe
Council Member / Authority Member District 2 Rachel Hernandez (Absent)
Council Member / Authority Member District 4 Darlene Barber-Martinez
Vice Mayor / Vice Chair (CM-D03) Cal Campbell
Mayor / Chair Richard D. O'Brien

5. AGENDA CHANGES

Mayor O'Brien stated that there would be an agenda change to item 9.2 to amend the minutes for September 13th, 2022 to include Resolution number 2022-114 for the pool plastering project, as it was not assigned a number on the posted minutes.

6. CONFLICT OF INTEREST: Any Council/Authority Member or Staff who has a direct Conflict of Interest on any scheduled agenda item to be considered is to declare their conflict at this time.

7. PRESENTATIONS (Informational only)

Item 7.1 **Proclamation Hispanic Heritage Month-** It is recommended that City Council present the Hispanic Heritage Month Proclamation to Norma Torres-Manriquez, Director of Viva Mexico Ballet Folklorico.

Mayor O'Brien presented the Hispanic Heritage Month Proclamation to Norma Torres-Manriquez, Director of Viva Mexico Ballet Folklorico.

8. PUBLIC COMMENTS (No action can be taken)

*At this time, members of the public may comment on any item not appearing on the agenda, and within the subject matter jurisdiction of the City Council/LRA Board. Individual comments will be limited to a **maximum of 3 minutes (or as stated by the presiding Officer)** and time cannot be yielded to another person. Under State Law, matters presented during the public comment period cannot be discussed or acted upon.*

Mayor O'Brien Opened Public Comment at 6:09 p.m.

Residents who spoke in opposition of the Riverwalk Project

*Libby Loingstren
Karen Conratto
Jamie Aggers
Dan Wetstone*

- Councilmember Rachel Hernandez came in at 6:11 p.m.*

There being no further public comments, Mayor O'Brien closed the Public Comment period at 6:20 p.m.

9. CONSENT CALENDAR

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council/LRA Board unless requested by an individual Council/Authority Member or member of the public for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by motion of the City Council/LRA Board.

Item 9.1 Waive Readings. All Readings of ordinances and resolutions, except by title, are waived.

Item 9.2 Approval of the September 13, 2022 City Council and Local Redevelopment Authority Board Minutes.

As amended with the inclusion of Resolution 2022-114.

Item 9.3 A **Resolution 2022-115** to Adopt the 2022-2023 schedule of Park Amenity Rentals, Recreation Programs, and Facility Rental Fees for the City of Riverbank

Item 9.4 Adopt a **Resolution 2022-116** to Award Bid for the Overlay Project 2022 to DSS Company dba Knife River Construction and Authorize Execution of Future Change Orders.

Item 9.5 **Second Reading of an Ordinance 2022-005** Amending Section 50.10, Method of Collection of Rates by City; Section 50.11, Payment; Section 51.02, Sanitary Sewer Permit; Billing Procedures; Section 51.03, Rates and Charges; Section 52.64, Payment of Bills; Section 52.65, Deposits; and Section 52.66, Disconnection for Late Payment, of the Riverbank Municipal Code to Update Utility Billing Practices.

ACTION: *By motion moved and seconded (Uribe/Barber-Martinez/5/0) to approve the consent calendar as presented.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

10. PUBLIC HEARINGS- No Hearings Scheduled.

11. NEW BUSINESS

Item 11.1 **Progress Report and Preliminary Design Update on the Riverbank Regional Recycled Water Project-** It is recommended City Council receive a presentation with an update on the Riverbank Regional Recycled Water Project (RRRWP) as a result of progress on the preliminary design, environmental document preparation, and financial analysis. The progress report will revisit the purpose and need for the project as well as outline the project benefits. The preliminary design effort has proceeded to preparation of the draft Preliminary Design Report and development of the draft 15% design plans. This effort has included additional coordination with potential recycled water users, more in depth review of modifications to the existing treatment systems to accommodate the project improvements, and coordination with the environmental document preparation to integrate appropriate measures to mitigate for any environmental impacts.

Public Works Director Riddell introduced Neal Colwell, Engineer with Kjeldsen, Sinnock, Neudeck, Inc (KSN) who presented a comprehensive staff report & Power Point Presentation updating the City Council on the Progress Report and Preliminary Design Update on the Riverbank Regional Recycled Water Project and the options and approach that can be taken on this project.

City Council discussed item with Staff.

Opened Public Comment at 7:16 p.m.

Resident, Leanne Jones Cruz posed a question: With the recycled water project, how does the water get back to the growers? Is it trucked, is it piped?

City Staff clarified, the water would be piped to the farmers whose property is adjacent. It will be their responsibility to irrigate how they like.

The cost of the piping up to our property line would be at our cost, the ag users that are willing to partner with the city would have to build the rest of the facility on their own site.

Closed Public Comment at 7:18 p.m.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

Item 11.2 **Presentation of the Draft Sewer Rate Study Prepared by Bartle Wells Associates and Request to Establish the Proposition 218 Public Hearing Date for the Adoption of the Proposed Sewer Rates on Tuesday, December 13, 2022-** It is recommended that the City Council accept a presentation of the Draft Sewer Rate Study and consider establishing the Public Hearing date for the adoption of the proposed Sewer rates for Tuesday, December 13, 2022.

City Manager Garcia introduced Erik Helgson with Bartle Wells Associates, who presented a Comprehensive staff report & Power Point Presentation on the Sewer

Rate Study Prepared by Bartle Wells Associates and Request to Establish the Proposition 218 Public Hearing Date for the Adoption of the Proposed Sewer Rates recommending that the City Council establish the Public Hearing date for the adoption of the proposed Sewer rates for Tuesday, December 13, 2022.

City Council discussed item with staff.

Opened Public Comment at 7:44 p.m.

Resident, Evelyn Halbert posed the question: On these scenarios, when you say it is going to \$123 a month, since our bill is every two months, that means it will go from \$98 to \$246 each billing cycle?

The second proposal, the phased approach is less, what happens if you need more money for phase one, do you go back out to 218 rate increase, how do you go back and get the money?

Why is there nothing raising industrial because they are also using a large part of that sewer system. Why they don't have increase, the developers, the farmers also need to pay for this?

City Staff Clarified, at the end of the fifth year that would be the proposal. No, there would not be a 218 process. We have commercial that is built into the rate study. Industrial rate is something that is set by ordinance and is something that can be evaluated.

We are having a connection fee for new construction to pay their fair share, that will be lowering the cost across the board, also as we secure increase in funding from other sources that overall cost could be lowered. As stated in the presentation, we do have to evaluate our financial assumptions on a yearly basis.

Closed Public Comment at 7:48 p.m.

There being no public comments, Mayor O'Brien brought the item back to the City Council.

ACTION: *By motion moved and seconded (O'Brien /Campbell/5/0) to take the Phasing Approach, option two of the Sewer Rate Study proposal and commence the 218 process to have it completed by December 13, 2022.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

Local Redevelopment Authority

Item 11.3 **Riverbank Industrial Complex – Resolution Authorizing Amendments to Lease Disposition and Development Agreement with Aemetis Properties Riverbank, Inc. to Include Parcels 2/2A-** It is recommended that the City Council and Local Redevelopment Authority **adopt an LRA Resolution 2022-002** approving an amendment to the Lease Disposition and Development Agreement with Aemetis Riverbank Properties, Inc. to include Parcels 2/2A.

City Council discussed item with staff.

There being no public comments, Chair O'Brien brought the item back to the LRA Board.

ACTION: *By motion moved and seconded (Uribe /Barber-Martinez/5/0) adopt LRA Resolution 2022-002 approving an amendment to the Lease Disposition and Development Agreement with Aemetis Riverbank Properties, Inc. to include Parcels 2/2A.*

*Motion carried by unanimous City Council and LRA Board roll call vote:
AYES: Uribe, Hernandez, Campbell, Barber-Martinez, and Mayor O'Brien
NAYS: None / ABSENT: None / ABSTAINED: None*

12. COMMENTS/REPORTS

A brief report on notable attendance of a meeting or conference or other notable topics of City business shall be made. The Brown Act does not allow for discussion or action of items by the City Council/LRA Board during this time.

Item 12.1 Staff

City Manager Garcia advised the City Council and the public on the following:

- The third component of the Regional Recycled Water Project that the city and the consultants have been working on is the Environmental Review of the project, it's another component that needs to be submitted with the packet, the Initial Study for the proposed mitigation negative declaration is available for review by our residents at our website at [www. Riverbank.org](http://www.Riverbank.org) and can be accessed from our main page and are accepting comments through October 20th at 5:00pm those can be sent to Michael Riddell, Public Works Director at mriddell@riverbank.org .*
- Would like to invite all the citizens and all members of the public to the 45th Annual Cheese & Wine Festival occurring October 8th and October 9th at Santa Fe Avenue in Downtown Riverbank.*

Item 12.2 Council/Authority Member

Councilmember Hernandez reported on the following:

- Would like to thank Norma for accepting the Hispanic Heritage Month proclamation, apologize for not being here, but did get to catch the dancers and their beautiful outfits.*

Councilmember Uribe reported on the following:

- Had the opportunity and attended a meeting on a discussion on Operation Forgotten Valor, which surrounded honorably discharged green card veterans that were deported for minor offenses, there were several agencies, several reps in attendance at this meeting, will be working with Josh Harder's Rep on drafting a Resolution in support of real solutions, asking anyone interested in helping these efforts to write to your legislatures. There are two bills in the house HR-6 and HR -1182 that are working towards fixing this problem.*
- Also, looking forward to the Cheese & Wine, looking forward to volunteering for several of the non-profits.*

Councilmember Barber-Martinez reported on the following:

- *Attended the SHA (Stanislaus Homeless Alliance) Meeting, the committee listened to a presentation that was given by our City Manager on the plans that we have for housing our homeless in Riverbank, I was very proud of being a part of that and what we are planning on doing.*
- *If you have a street light that is out, or any issues with roads, etc. please go to our city website and report that, so that can be fixed.*
- *October is national month walk to school day and awareness of safe routes to school, we will have more on that at our next council meeting.*
- *Looking forward to the Cheese and Wine.*

Vice Mayor Campbell reported on the following:

- *Would like to remind everyone we are still in a drought, and any water that we waste in our city does not do us any good, so we need to conserve.*
- *Likely to be a bill to vote on to send water down south, we need to keep water here in the central valley and north because we are growing and we need to keep our water here.*

Item 12.3 Mayor/Chair

Mayor O'Brien reported on the following:

- *A lot of us, attended the Countryside Park Ribbon Cutting and that was very good, it highlighted some of the issues we have, with park regulations behaviors such as, no smoking, no smoke marijuana, a lot of citizens complain, we have to take a look at items that we need to control. We need look at options to regulate, whether it be hiring staff, park ranger. Its not right to have kids with that behavior, and that is prevalent throughout city park areas, disappointed that this happens.*
- *At the same time, we have other regulations encroaching our easements. We have to stop it before these projects are completed.*

13. CLOSED SESSION

The public will have a limit of **3 minutes** to comment on Closed Session item(s) as set forth on the agenda prior to the City Council/LRA Board recessing to Closed Session.

Item 13.1 **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code § 54956.8)

Property: APN:132-010-062 (6813 3rd Street) &

APN:132-010-014 (6825 3rd Street)

Agency Negotiator: City Manager Marisela H. Garcia

Property Negotiator: Dhirendra M. & Saroj D. Patel

Under Negotiation: Price, terms of payment, or both.

Mayor O'Brien opened Public Comment at 8:02 p.m.

Resident, Karen Conratto made comment, how long is closed session?

Mayor O'Brien clarified time varies and depends on the matter at hand.

There being no public comments, Mayor O'Brien brought the item back to the City Council and went into Closed Session at 8:03 p.m.

City Council Reconvened at 8:15 p.m.

RECONVENE – REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session on **Item 13.1**
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code § 54956.8)
Property: APN:132-010-062 (6813 3rd Street) &
APN:132-010-014 (6825 3rd Street)
Agency Negotiator: City Manager Marisela H. Garcia
Property Negotiator: Dhirendra M. & Saroj D. Patel
Under Negotiation: Price, terms of payment, or both.

ACTION: *Direction was provided to staff.*

15. ADJOURNMENT OF THE REGULAR MEETING

There being no further business, Mayor / Chair O'Brien adjourned the regular meeting at 8:15 p.m. to the next regular scheduled City Council / LRA Meeting of October 11, 2022 at 6:00 p.m.

ATTEST: (Adopted 10/11/2022)

APPROVED:

Gabriela Hernandez
City Clerk / LRA Recorder

Richard D. O'Brien
Mayor / Chair

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDER

Meeting Date:	October 11, 2022
Subject:	A Resolution to Authorize funds to retro-fit one Zerillo Park Tennis Court to a Pickleball Court.
From:	Marisela H. Garcia, City Manager
Submitted by:	Sue Fitzpatrick, Director of Parks and Recreation

RECOMMENDATION

It is recommended that the City Council consider the Resolution to retro-fit one Zerillo Park Tennis Court to a Pickleball Court.

SUMMARY

The local Pickleball Club has requested that one of the Tennis Courts at Zerillo Park be painted and semi-permanent nets be installed for Pickleball Play. The club would provide all labor as they have done at the Graceda Park Courts in Modesto. It is proposed that the City of Riverbank provide the materials and equipment for this project not to exceed \$10,000 and fund this through the American Rescue Plan funds.

BACKGROUND

The City Parks and Recreation Department has four lighted Tennis courts at Cardozo (7th street & Atchison), which are City courts. Two courts are painted only for tennis play and two are painted with Pickleball lines. When these courts are used players need to bring their own nets in order to play Pickleball. These nets are at a minimum \$200 and many families cannot afford this.

For the past few years there has been an increase in the interest in the game of Pickleball. At Zerillo Park we have two tennis courts, both are dual use with Pickleball lines. Most tennis players don't mind the Pickleball lines and the dual use works except portable nets need to be brought in each time Pickleball is played. On a given day at Zerillo Park there could be up to 30 people playing Pickleball.

More recently many of our players are going to the Graceda Park courts as they do not require the use of portable nets. These players would rather stay in Riverbank if we are able to add one Pickleball Court and they are willing to perform the labor to get it done.

The City of Riverbank Parks and Recreation Department completed a survey by calling the Rivercove neighborhood tennis players that have picked up keys for the tennis courts. Many residents do play tennis during the mild weather. When asked if they would support one court being a Pickleball court the consensus was that they would support the project.

Once the Pickleball court is complete, the City Parks and Recreation Department and the local Pickleball Club will work together to provide family lessons and youth, adult, and senior play.

FINANCIAL IMPACT:

The local Pickleball Club will provide the labor as they did in Modesto. The financial impact to the City of Riverbank would be to purchase the supplies and equipment and would not exceed \$10,000. It is proposed that this project be funded through the American Rescue Plan funding source.

STRATEGIC PLAN

This report has been prepared to accomplish the following Goal established at the 2022-2027 Strategic Planning Session:

“Maintain and refresh the parks, trails and facilities to provide exceptional experiences”

ATTACHMENT:

1. Resolution 2022-

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK TO
AUTHORIZE THE FUNDING OF PICKLEBALL COURT PAINTING AND
INSTALLATION OF SEMI-PERMANENT NETS AT ONE ZERILLO PARK TENNIS
COURT FROM THE AMERICAN RESCUE PLAN ACT FUNDING**

**THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS
THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:**

WHEREAS, the City of Riverbank has conducted a survey of the Rivercove Neighborhood Tennis Players and it is the consensus that the renovation of one Tennis Court to be painted and retro-fitted to be a Pickleball Court is a benefit to the community; and

WHEREAS, the local Pickleball Club will provide all labor on the court within their club with the City of Riverbank contributing the equipment and materials not to exceed \$10,000; and

WHEREAS, the addition of the Pickleball Court will allow for an increase in family and individual recreational activities with many programs offered by the City and our local Pickleball Club working together; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approve the painting and installation of semi-permanent nets at one Zerillo Park Tennis Court and authorizes the expenditure in the amount not to exceed \$10,000 in equipment and supplies from the American Rescue Plan Act.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 11th day of October, 2022; motioned by Councilmember _____, seconded by Councilmember _____, and upon roll call was carried by the following vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date:	March 8, 2022
Subject:	A Resolution Authorizing the property owner Sukhueun Khun to drill a potable water well located on the property at 6307 Snedigar Rd. Riverbank CA.
From:	Marisela Garcia, City Manager
Submitted by:	Michael Riddell, Public Works

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution which will allow Castle Well Drilling to drill a new potable water well replacing the well located at 6307 Snedigar Rd.

SUMMARY

Castle Well Drilling has purposed to drill a new well located to replace the existing well which has stop producing water several weeks ago.

BACKGROUND

The location is not served by the city potable water system. The closest potable water line is approximately 1500 feet from the location.

Per City Municipal Code 52.14 Wells:

- A. No person may drill, dig, install or operate a water well within the city for any purpose without the consent of the City Council. (67 code, 4-6-34) (Ord 83-1 passed 3-28-83).

STRATEGIC PLAN

Maintain a High Quality of Life.

FINANCIAL IMPACT

None

ATTACHMENT

1. Resolution 2022-

CITY OF RIVERBANK

RESOLUTION 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AUTHORIZING THE PROPERTY OWNER AT 6307 SNEDIGAR ROAD
TO DRILL A NEW POTABLE WATER WELL**

WHEREAS, the property at 6307 Snedigar Road is served by a potable water well onsite; and

WHEREAS, said potable water well has stopped producing; and

WHEREAS, per the Municipal Code Well 52.14 the property owner needs the City Council permission to drill a new well onsite; and

WHEREAS, the property owner has contracted with Castle Well Drilling to drill a new well and the nearest city water line is approximately 1500 feet from said property; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby authorizes the property owner to drill a new potable water well located at 6307 Snedigar Road.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 11th day of October, 2022; motioned by Councilmember_____, seconded by Councilmember _____, and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez
City Clerk

Richard D. O'Brien
Mayor

Attachment:

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM: 11.1

SECTION 11: NEW BUSINESS

Meeting Date: October 11, 2022

Subject: **A Resolution Authorizing an Amendment to the Master Subscription Agreement with Epic I/O, formerly known as IntelliSite LLC, to Upgrade the Camera Equipment and Software and Authorizing a Budget Amendment for the Increased Amount, and,**

A Resolution to Add Additional Site Locations within the City of Riverbank Security Camera and License Plate Reader (LPR) System and Authorizing a Budget Amendment for the Additional Costs.

From: Marisela H. Garcia, City Manager

Submitted by: Ed Ridenour, Police Chief

RECOMMENDATION

It is recommended that the City Council consider approval of the attached resolutions authorizing the City Manager to execute an amendment to the Master Subscription Agreement with Epic I/O formerly known as IntelliSite LLC to refresh our current camera equipment and software, and to add additional locations within the City.

Alternatively, Council could provide feedback and direction on the proposed amendment or request staff to research other options.

SUMMARY:

In 2019 the City Council approved the initiation of a License Plate Reader and Security Camera pilot program within the City of Riverbank. At that time the Council had long desired new and innovated methods to ensure the safety of our community using technology. The Council approved a camera lease subscription agreement with IntelliSite which allows the City to have a comprehensive camera system throughout most major entrances and exits in the community as well as other locations that have struggled with nuisance and crime related issues. In order to ensure the most current equipment as well as adequate technical support/maintenance the City Council chose a lease versus purchase option, additionally this option reduced the upfront cost considerably. The

Council directed that the cost for the ongoing subscription/lease of the cameras be paid for out of the Public Benefit Fund (Cannabis Revenues).

At the time the program was initiated it represented one of the first comprehensive municipally operated camera systems in our local geographic area. From the perspective of staff and our Police Services Department, the pilot program has been a resounding success. Riverbank Police Services uses the system daily to perform investigations on crimes, identify stolen vehicles, aid the community in public safety matters and review footage of car accidents where needed. The system has also acted as an excellent deterrent in some of our areas/parks that have traditionally experienced high levels of criminal activity. The pilot program has been expanded by a couple of additional cameras as areas within public spaces were identified over the past 3+ years that needed additional monitoring (for example the Rivercove river access area which was experiencing a number of public safety issues during 2020, our Skate Park, Veterans Park, and additional cameras at Jacob Meyers Park). The camera program has been so successful that both the Chief of Police as well as the City Manager have been contacted by numerous jurisdictions throughout the State to ask questions about how the system works as well as visit the Police Services office to view the system setup. As has been the case since inception, Riverbank Police Services is the only department in the City with direct access to the system, data is not shared with other agencies unless it is in the course of an active criminal investigation. Capability exists for staff to use the system to harness data related to traffic counts for engineering and roadwork purposes, but the system has not been used for that purpose to date.

In June of this year the City was contacted by Epic I/O to discuss a refresh of our current camera equipment and software to better serve the residents of Riverbank. Technology is rapidly evolving and our cameras and software are due for a refresh. Today the majority of our LPR (license plate reader) cameras are pan tilt zoom (PTZ) cameras. While these cameras have served us well, they routinely go out of focus or move off position due to a variety of variables to include weather and power glitches. Epic I/O has explained fixed mounted cameras would prove more beneficial for LPR use as they do not move and have better resolution. PTZ cameras would be better suited to monitor traffic and public safety.

We currently have 16 sites around the city with a total of 36 cameras. We have identified two recommendations for council's consideration.

The first recommendation would be to refresh all our current hardware/software and add 10 additional cameras in our current configuration and locations to close various blind spots where we are losing data. This refresh would replace our equipment to include the UIG's, cameras, and software to bring our system up to date.

Agreeing to the amendment will allow for the installation of new camera equipment and software to our current system that will allow for all data to be ported back to a new and improved platform with improved analytics which will provide additional services beyond the basic security monitoring. Examples of this would be the ability to monitor our 14 air

quality sensors, pedestrian safety, vehicle type and count for traffic engineering, and the ability to add temp sensors, shot detection etc. down the road.

The second recommendation would be to add two new sites to our system. While looking at the camera system as whole we have identified two areas within the city that would both improve public safety and provide data that could help traffic engineers and city planners.

The first location would be a system at Castleberg Park. This site would provide an overview of the sports field, covered gazebo, and parking lot (3 cameras). This system would be part of the recent renovation and upgrades to this location.

The second location is Claus Rd and Claribel Rd. The city has a large void in the southeast area of town where we are losing the opportunity to monitor traffic and increase public safety. The recommendation is to place cameras (5 cameras) at Claus and Claribel consistent with our other intersections (intersection overview and monitor traffic in all four directions).

Given the success of the program and the quality service received by Epic I/O, staff feel comfortable recommending approval given the amount of utility the system gives our law enforcement personnel. The amendment to the Master Subscriptions Agreement clarifies terms as well as other specific legal considerations, all other terms not addressed in the amendment will remain the same as are stated in the original subscription agreement.

There are two significant items within this amendment that Council should consider, the first is the agreement to refresh our current system with all new cameras, hardware, and software. The second would be to add two additional camera locations, one at Castleberg Park and the second at Claus and Claribel. This agreement will create a new 5-year term beginning at time of execution of the agreement. The 5-year term would generally require the City to continue to budget on a yearly basis for this service for that time period. The current funding source for this service is the Public Benefit Fund. As Council is aware the revenues within that fund have generally been very healthy (even with recent reductions to public benefit contribution rates in development agreements with Cannabis operators). The current fund balance in the public benefit fund is \$1,456,900. As the cost for the service will decrease under this agreement, the amount of funds needed from public benefit to pay for this service will similarly decrease.

FINANCIAL IMPACT:

The current cost for the camera lease subscription agreement is approximately \$97,500 annually.

Recommendation 1 would refresh our current system (with the new software and equipment upgrades previously discussed in this staff report) and will cost approximately \$112,000 annually with a one-time installation/shipping cost of \$15,750 to remove and

replace all the hardware. This represents an increase of approximately \$14,400 annually or approximately \$1,200 per month to our ongoing cost.

Recommendation 2 would add two additional locations, one at Castleberg Park, and one at Claus/Claribel. This would add an additional yearly cost of \$19,070 annually or approximately \$1,590 a month and a one-time installation/shipping cost of \$3,500.

If both the upgrades and additional locations are approved, our annual ongoing camera cost would be approximately \$131,000 and the one-time installation cost would be \$19,250. This represents an increase of approximately \$33,500 annually or \$2,800 per month to our ongoing cost.

The Public Benefit Account funds this expenditure. Based on current and forecasted public benefit revenues, the fund appears able to continue to fund this expenditure over the term of this agreement.

ATTACHMENTS:

1. Resolution 2022-
2. Resolution 2022-
3. Proposal Equipment Refresh
4. Proposal New Sites
5. New Site Design Proposal
6. New Master Subscription Agreement.
7. Original Master Subscription Agreement

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL APPROVING AN AMENDMENT TO THE MASTER SUBSCRIPTION AGREEMENT WITH EPIC I/O FORMERLY KNOWN AS INTELLISITE LLC TO UPDATE THE CAMERA EQUIPMENT AND SOFTWARE, AND TO ADD ADDITIONAL SITE LOCATIONS WITHIN THE CITY OF RIVERBANK SECURITY CAMERA AND LICENSE PLATE READER SYSTEM AND AUTHORIZES A BUDGET AMENDMENT FOR THE ADDITIONAL AMOUNT

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES HEREBY RESOLVE THAT:

WHEREAS, the City Council in 2019 established a pilot program for license plate reader (LPR) and security cameras within the City of Riverbank partnering with Epic I/O formerly known as IntelliSite LLC; and

WHEREAS, the City of Riverbank has experienced numerous efficiencies and benefits from the pilot program over the past two calendar years; and

WHEREAS, the cost for the camera system is funded through the Public Benefit Fund; and

WHEREAS, the program is generally regarded as highly successful and has led to many positive public security outcomes within Riverbank; and

WHEREAS, Epic I/O has approached the City of Riverbank to negotiate an amendment to the Master Subscription Agreement to refresh our current camera hardware and software; and

WHEREAS, the proposed camera hardware/software refresh, and additional cameras cost would increase the City's annual subscription cost by \$14,427.96 and a one-time installation/shipping cost of \$15,750;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the attached amendment to the master subscription agreement and the City Manager to execute the document subject to any additional necessary legal review conducted by the City Attorney. Furthermore, the Council authorizes the City Attorney to make minor legal edits to the document that are deemed necessary in advance of execution. In addition, the City Council hereby authorizes a budget amendment for \$28,400 for said costs.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 11th day of October, 2022; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez

City Clerk

Richard D. O'Brien

Mayor

Attachment: Amendment to Master Subscription Agreement

CITY OF RIVERBANK

RESOLUTION 2022-

A RESOLUTION OF THE CITY COUNCIL APPROVING ADDING TWO ADDITIONAL SITE LOCATIONS WITHIN THE CITY OF RIVERBANK SECURITY CAMERA & LPR (LICENSE PLATE READER) SYSTEM AND AUTHORIZING A BUDGET AMENDMENT FOR THE ADDITIONAL COST.

THE CITY OF RIVERBANK CITY COUNCIL (HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES HEREBY RESOLVE THAT:

WHEREAS, the City Council in 2019 established a pilot program for license plate reader (LPR) and security cameras within the City of Riverbank partnering with Epic I/O formerly known as IntelliSite LLC; and

WHEREAS, the City of Riverbank has experienced numerous efficiencies and benefits from the pilot program over the past two calendar years; and

WHEREAS, the cost for the camera system is funded through the Public Benefit Fund; and

WHEREAS, the program is generally regarded as highly successful and has led to many positive public security outcomes within Riverbank; and

WHEREAS, staff has recommended placing additional camera locations at Castleberg Park and Claus/Claribel; and

WHEREAS, the proposed new locations would increase the City’s annual subscription cost by and additional ongoing cost of \$19,070 and a one-time installation/shipping cost of \$3,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Riverbank hereby approves the attached amendment to the master subscription agreement and the City Manager to execute the document subject to any additional necessary legal review conducted by the City Attorney. Furthermore, the Council authorizes the City Attorney to make minor legal edits to the document that are deemed necessary in advance of execution. In addition, the City Council hereby authorizes a budget amendment for \$22,570 for said costs.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 11th day of October, 2022; motioned by Councilmember , seconded by Councilmember , and upon roll call was carried by the following City Council vote of :

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

APPROVED:

Gabriela Hernandez

City Clerk

Richard D. O'Brien

Mayor

Attachment: Amendment to Master Subscription Agreement



A SAFER & SMARTER WORLD

We have prepared a quote for you

City of Riverbank - Equipment Refresh

Quote # 001603
Version 1

Prepared for:

City of Riverbank, CA

Marisela Garcia
mhgarcia@riverbank.org



IntelliSite



Thursday, September 29, 2022

City of Riverbank, CA
Marisela Garcia
6707 3rd St
Riverbank, CA 95367
mhgarcia@riverbank.org

Dear City of Riverbank,

Epic IO's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered as a cloud-based or on-premises solution, Epic IO SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

Epic IO's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates. Epic IO offers a complete video management solution featuring AI-based edge analytics, sensors, video recording, LED lighting and loudspeakers. Epic IO provides remote and interactive access to video footage via fiber or LTE/cellular networks.

Epic IO is with you every step of the way. Epic IO will help you plan, design, implement and operate your IoT, Safety and Security and Computer Vision deployments. Epic IO offers a turnkey solution paired with best-in-class customer experience. Please do not hesitate to reach out to me with your questions and concerns. I can be reached at elpidio.compres@epicio.com.

Thank you and I look forward to working with you.

Elpidio

IntelliSite, LLC



sales@intellisite.io



intellisite.io





Subscriptions - 5 Year (Annual Pricing)

Product Details		Quantity
IOT-UIGAI-5YR	UIG with AI Capability - 5 Year Rental Rugged edge compute gateway with AI capability. Remote site design included. 5 year rental.	14
IOT-UIGXT-5YR	UIG Extension - 5 Year Rental Rugged edge gateway extension. Remote site design included. 5 year rental.	3
IOT-CAM-FXDBLT-5YR	Fixed Bullet Camera - 5 Year Rental Fixed Bullet Camera - 5 Year Rental	28
IOT-DI-ADV-5YR	DeepInsights Advanced AI - 5 Year Subscription On-camera video analytics, DeepInsights dashboard and video management, and AI software license (module). 5 year subscription.	42
DVAI-SMVR-5YR	DeepInsights AI Module: Vehicle Recognition (LPR) Vehicle make, model, color, and license plate recognition with real-time alerting. 5 year subscription.	28
IOT-CARE-PKG-5YR	IntelliCare Maintenance Plan - 5 Year Subscription The IntelliCare Maintenance Plan covers system health monitoring, remote support, and advanced replacement per system. 5 year subscription.	17
IOT-5-Level 2-5YR	IOT Lvl 2 5 Sensor Pkg w/ DeepInsight Dashboard IOT Lvl 2 5 Sensor Pack 5 year Subscription with Deep Insight Dashboard. Sensors Installation not included and will be quoted separately.	3
IOT-CAM-PTZDOME-5YR	PTZ Speed Dome Camera - 5 Year Rental Pan-tilt-zoom (PTZ) outdoor speed dome camera with 30x zoom. 5 year rental.	14

Annual - 5 Year Subtotal Equipment/Software Refresh: \$95,320.00
Sites already upgraded (Jacob Meyers Park, Oakdale/Westgate): \$16,524.00
New Total: **\$111,844**

Professional Services

Product Details		Quantity
IOT-UIG-OSFI	UIG On-Site Field Install IntelliSite UIG field install, per UIG. Excludes permit and travel costs.	7

Subtotal: **\$14,000.00**





Shipping

Description		Price	Qty	Ext. Price
Shipping	Shipping Shipping	\$125.00	14	\$1,750.00

Subtotal: **\$1,750.00**





City of Riverbank - Equipment Refresh

Prepared by:

IntelliSite, LLC

Elpidio
9176206979
elpidio.compres@epicio.com

Prepared for:

City of Riverbank, CA

6707 3rd St
Riverbank, CA 95367
Marisela Garcia
(209) 863-7112
mhgarcia@riverbank.org

Quote Information:

Quote #: 001603

Version: 1
Delivery Date: 09/29/2022
Expiration Date: 10/19/2022

Quote Summary

Description	Recurring Interval	Recurring Amount	One-Time Amount
Subscriptions - 5 Year (Annual Pricing)	Annual - 5 Year	\$95,320.00	
Professional Services			\$14,000.00
Shipping			\$1,750.00
Total:		\$95,320.00	\$15,750.00

Jurisdictional taxes will be applied whenever applicable. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors.

IntelliSite, LLC

City of Riverbank, CA

Signature: _____

Name: Elpidio Compres

Title: _____

Date: 09/29/2022

Signature: _____

Name: Marisela Garcia

Date: _____





IntelliSite

A SAFER & SMARTER WORLD

We have prepared a quote for you

**City of Riverbank - Claribel N Claus RD & Castleberg
Park**

Quote # 001640
Version 1

Prepared for:

City of Riverbank, CA

Marisela Garcia
mhgarcia@riverbank.org



Thursday, September 29, 2022

City of Riverbank, CA
Marisela Garcia
6707 3rd St
Riverbank, CA 95367
mhgarcia@riverbank.org

Dear City of Riverbank,

Epic IO's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered as a cloud-based or on-premises solution, Epic IO SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

Epic IO's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates. Epic IO offers a complete video management solution featuring AI-based edge analytics, sensors, video recording, LED lighting and loudspeakers. Epic IO provides remote and interactive access to video footage via fiber or LTE/cellular networks.

Epic IO is with you every step of the way. Epic IO will help you plan, design, implement and operate your IoT, Safety and Security and Computer Vision deployments. Epic IO offers a turnkey solution paired with best-in-class customer experience. Please do not hesitate to reach out to me with your questions and concerns. I can be reached at elpidio.compres@epicio.com.

Thank you and I look forward to working with you.

Elpidio

IntelliSite, LLC





Subscriptions - 5 Year (Annual Pricing)

Product Details		Quantity
IOT-UIGAI-5YR	UIG with AI Capability - 5 Year Rental Rugged edge compute gateway with AI capability. Remote site design included. 5 year rental.	2
IOT-UIGXT-5YR	UIG Extension - 5 Year Rental Rugged edge gateway extension. Remote site design included. 5 year rental.	1
IOT-CAM-FXDBLT-5YR	Fixed Bullet Camera - 5 Year Rental Fixed Bullet Camera - 5 Year Rental	6
IOT-CAM-PTZ-5YR	PTZ Outdoor Dome Camera - 5 Year Rental Pan-tilt-zoom (PTZ) outdoor dome camera. 5 year rental.	2
IOT-DI-ADV-5YR	DeepInsights Advanced AI - 5 Year Subscription On-camera video analytics, DeepInsights dashboard and video management, and AI software license (module). 5 year subscription.	8
DVAI-SMVR-5YR	DeepInsights AI Module: Vehicle Recognition (LPR) Vehicle make, model, color, and license plate recognition with real-time alerting. 5 year subscription.	5
IOT-CARE-PKG-5YR	IntelliCare Maintenance Plan - 5 Year Subscription The IntelliCare Maintenance Plan covers system health monitoring, remote support, and advanced replacement per system. 5 year subscription.	3

Annual - 5 Year Subtotal: **\$19,070.00**

Professional Services

Product Details		Quantity
IOT-UIG-OSFI	UIG On-Site Field Install IntelliSite UIG field install, per UIG. Excludes permit and travel costs.	2

Subtotal: **\$3,000.00**





City of Riverbank - Claribel N Claus RD & Castleberg Park

Prepared by:

IntelliSite, LLC

Elpidio

9176206979

elpidio.compres@epicio.com

Prepared for:

City of Riverbank, CA

6707 3rd St

Riverbank, CA 95367

Marisela Garcia

(209) 863-7112

mhgarcia@riverbank.org

Quote Information:

Quote #: 001640

Version: 1

Delivery Date: 09/29/2022

Expiration Date: 10/19/2022

Quote Summary

Description	Recurring Interval	Recurring Amount	One-Time Amount
Subscriptions - 5 Year (Annual Pricing)	Annual - 5 Year	\$19,070.00	
Professional Services			\$3,000.00
Shipping			\$500.00

Shipping: - \$500.00

Total: \$19,070.00 \$3,500.00

Jurisdictional taxes will be applied whenever applicable. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors.

IntelliSite, LLC

City of Riverbank, CA

Signature:

Name:

Elpidio Compres

Title:

Date:

09/29/2022

Signature:

Name:

Marisela Garcia

Date:



Document Type:

Site Design Document (SDD) REV 7

Date: September 26, 2022

Project Type: Smart City Security & General Surveillance/IoT

Project Name: City of Riverbank, Riverbank CA 95367

Customer Name: City of Riverbank Police Department

Provided by: Steve Peterson, Pre-Sales Engineer

Epic iO Contacts: Steve Peterson, Pre-Sales Engineer, 801-369-2069,
steve.peterson@epicio.com



EPIC iO

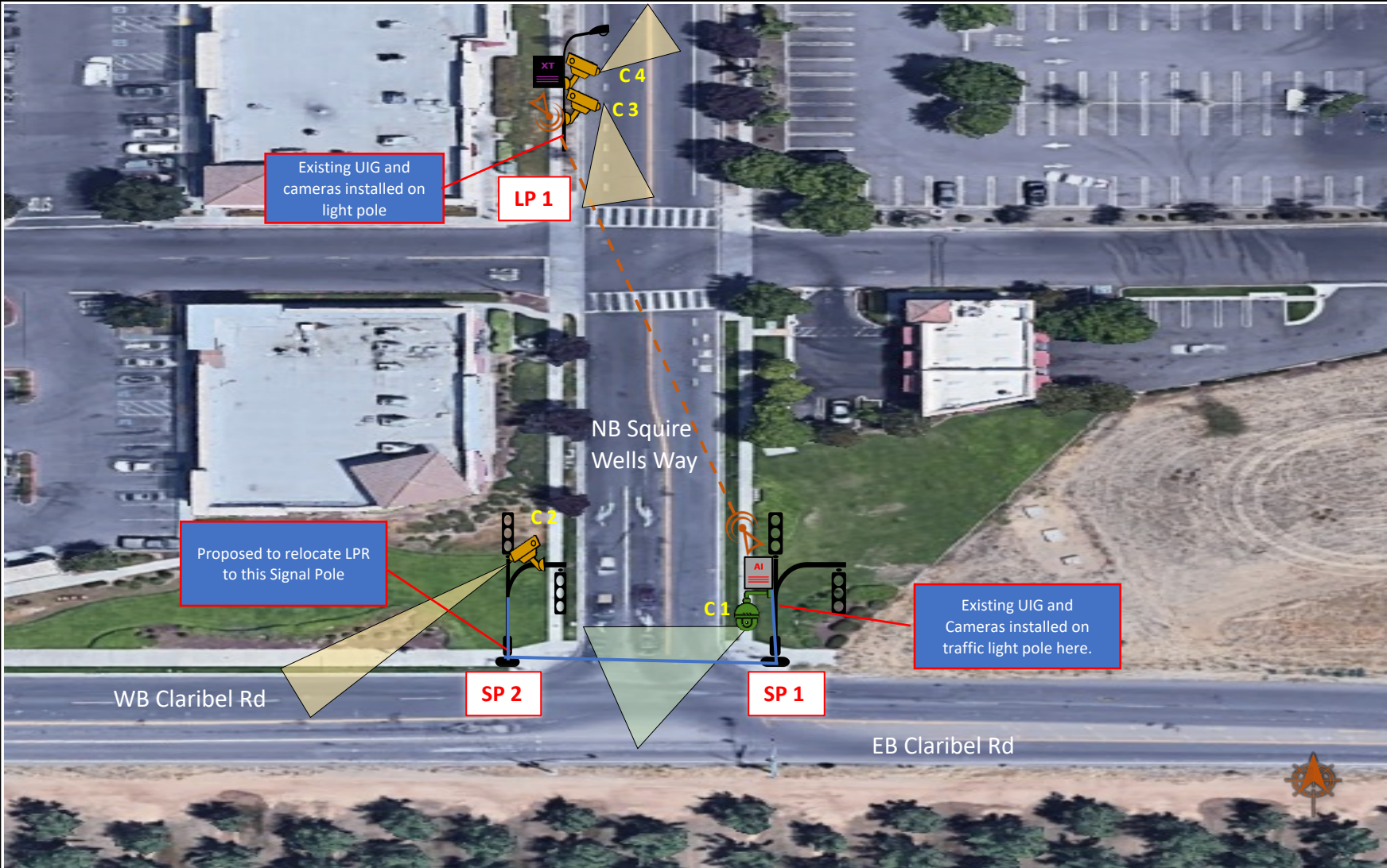
Symbol Legend

- C = Camera
- P = Pole
- UA = UIG (AI)
- UX = UIG (XT)
- AR = Arm (of pole)
- SP = Solar Panel
- IO = IoT Sensor
- S = Speaker
- ST = Strobe Light
- W = WiFi
- P2P = Point-to-Point Radio
- T = Trailer
- C6 = CAT6 Cable

Description	Icon	Description	Icon	Description	Icon	Description	Icon
UIG (AI) Universal IoT Gateway With edge compute							
UIG (XT) Universal IoT Gateway Without edge compute							
PTZ Camera							
Fixed AI Camera							
Fixed LPR Camera							
Point-to Point Radio							
CAT6 Low Voltage cable							

Assumptions

- The pictures depicted in this document are intended to represent a preliminary high level site design for the suggested Epic iO, project for the Customer.
- The outlined illustrations below were created to show approximate installation locations, hardware types, quantities, and (Select Capture Type) capture zones for the intended purpose of visual aid and to assist in building the Build of Materials (aka: B.O.M).
- All Cameras shown in this document will be utilizing (Select Power Type). All images and data will be transmitted utilizing (Select Connectivity Type) to Epic iO DeepinSights software platform where all plate captures and data will be processed, stored and analyzed based on the rules provided and agreed upon between the end user and the Epic is Engineering Team also listed within this scope of work document.
- For questions regarding hardware and software setup and compliance, please reach out to the Pre-Sales Engineer at the contact listed above.
- Epic iO is NOT responsible for equipment and associated hardware that may become damaged due to vandalism or “Acts of God”. Any equipment and associated hardware replacement cost including re-installation will be the responsibility of the customer.
- Customer is responsible for obtaining and purchasing any required permitting and/or authorization in order to successfully install this solution as depicted within the site drawings.
- Customer will be responsible for calling in and scheduling underground utility located for all areas impacted in this project for the areas depicted within the site drawings.
- Video footage and telemetry retention for DeepInsight is currently set for up to 30days based on 60% scene activity for 4 (2MP cameras).
- DeepInsight alert triggers will be setup by Epic iO and will be sent to the person(s) provided by the end user.
- DeepInsights dashboard configuration to be setup by Epic iO.
- All (Solution Type(s)) and associated mounting hardware shall be provided by (Provider) to the end user (customer) for installation at the proposed (site(s)) shown within this statement of work document. Hardware to be shipped include the following.



Existing Equipment

- 1 UIG AI
- 1 UIG XT
- 2 Fixed bullets cameras
- 2 PTZ
- 1 P2P radio set

Refresh Equipment

- 1 UIG AI
- 1 UIG XT
- 3 Fixed Bullet LPR
- 1000ft CAT 6

Cameras

Name	Type	Mounting
C 1 	PTZ	Pole Mount
C 2 	Fixed Bullet LPR	Pole Mount With Arm
C 3 	Fixed Bullet LPR	Pole Mount
C 4 	Fixed Bullet LPR	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount
UIG 	XT	Pole Mount
P2P 	Point to Point radio	Pole Mount
CAT6 	Low voltage cable	Underground Conduit and surface mounting

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

- 1 UIG AI installed on Signal Pole 1 (SP 1)
- 1 UIG XT installed on Light Pole 1 (LP 1).
- 1 PTZ and P2P installed on (SP 1).
- 1 Fixed LPR installed on (SP 2) ARM.
- 2 Fixed LPR, and P2P, installed on (LP 1)

- UIG AI on (SP 1) will connect to UIG XT on (LP 1) via P2P radio, approx. distance 350ft
- C 1 will connect UIG AI on (SP 1) via CAT6
- C 2 will connect UIG AI on (SP 1) via CAT6 through underground low voltage conduits, approx. distance 165ft
- C 3, C 4, will connect to UIG XT on (LP 1) via CAT6
- Customer States Has 4" conduit with mule tape. OK to pull CAT6 as per drawing.



Proposed equipment refresh for this location listed under notes.

Existing Equipment

- 1 UIG AI
- 1 Fixed camera

Refresh Equipment

- 1 UIG AI
- 1 Fixed Bullet LPR
- 1 PTZ

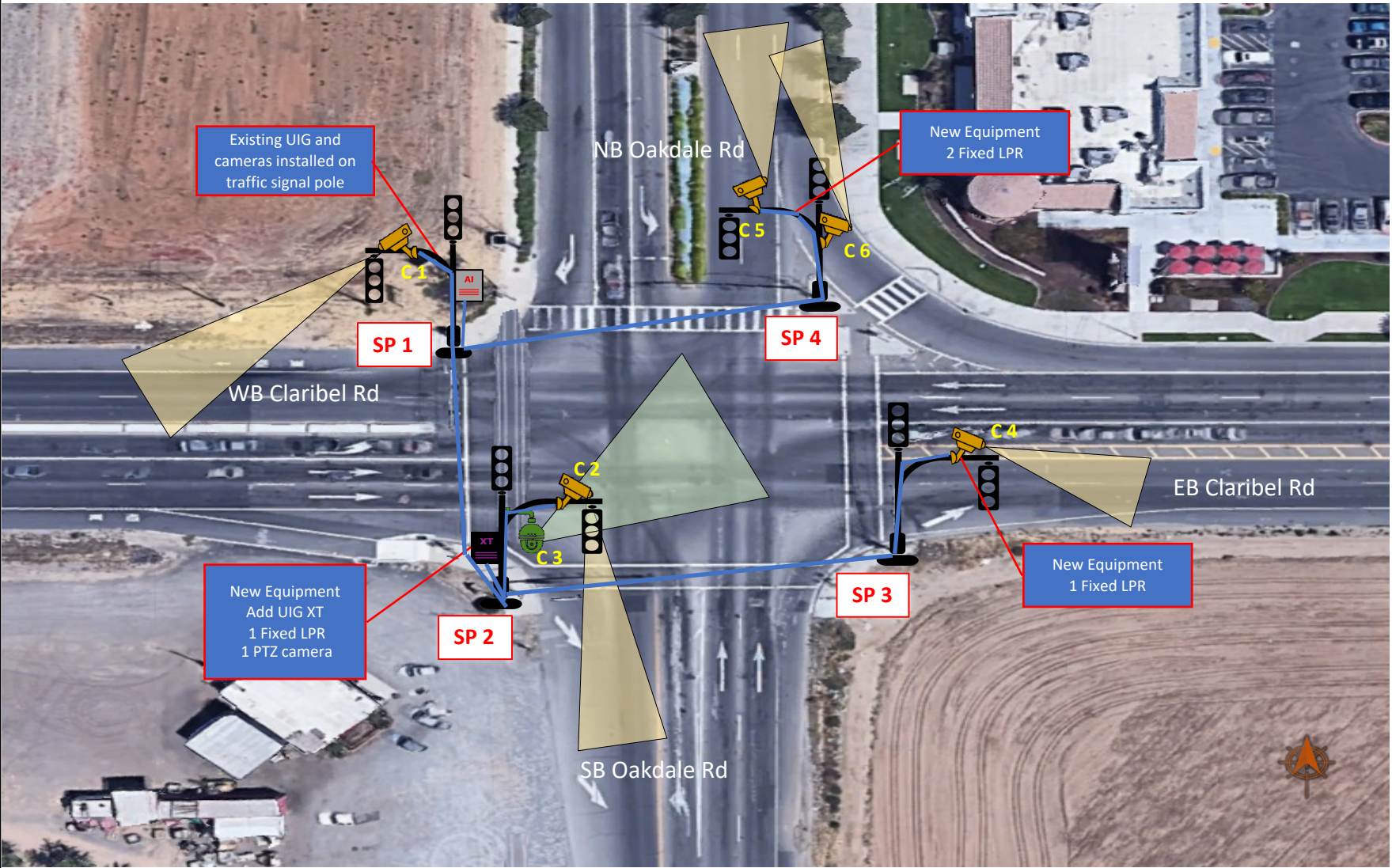
Cameras		
Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount

Other Hardware		
Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

RBK03 Equipment Layout Overview

Claribel Rd & Oakdale Rd Riverbank, CA 95367



- 1 UIG AI, 1 Fixed LPR on ARM, installed on Signal Pole 1 (SP 1)
- 1 UIG XT, 1 Fixed LPR on ARM ,1 PTZ, installed on (SP 2).
- 1 Fixed LPR installed on (SP 3) ARM.
- 2 Fixed LPR installed on (SP 4) ARM and Pole

UIG AI on (SP 1) will connect to UIG XT on (SP 2) via CAT6, approx. distance 250ft
C 1 will connect UIG Ai on (SP 1) via CAT6
C 2, C 3, will connect UIG XT on (SP 2) via CAT6
C 4, will connect UIG XT on (SP 2) via CAT6 approx. distance 225ft
C5, C 6 will connect to UIG Ai on (SP 1) via CAT6 through underground low voltage conduits, approx. distance 225-250ft

Notes

Existing Equipment

- 1 UIG AI
- 2 Fixed camera

Refresh Equipment

- 1 UIG AI
- 1 UIG XT
- 5 Fixed Bullet LPR
- 1 PTZ
- 1000ft CAT 6

Equipment

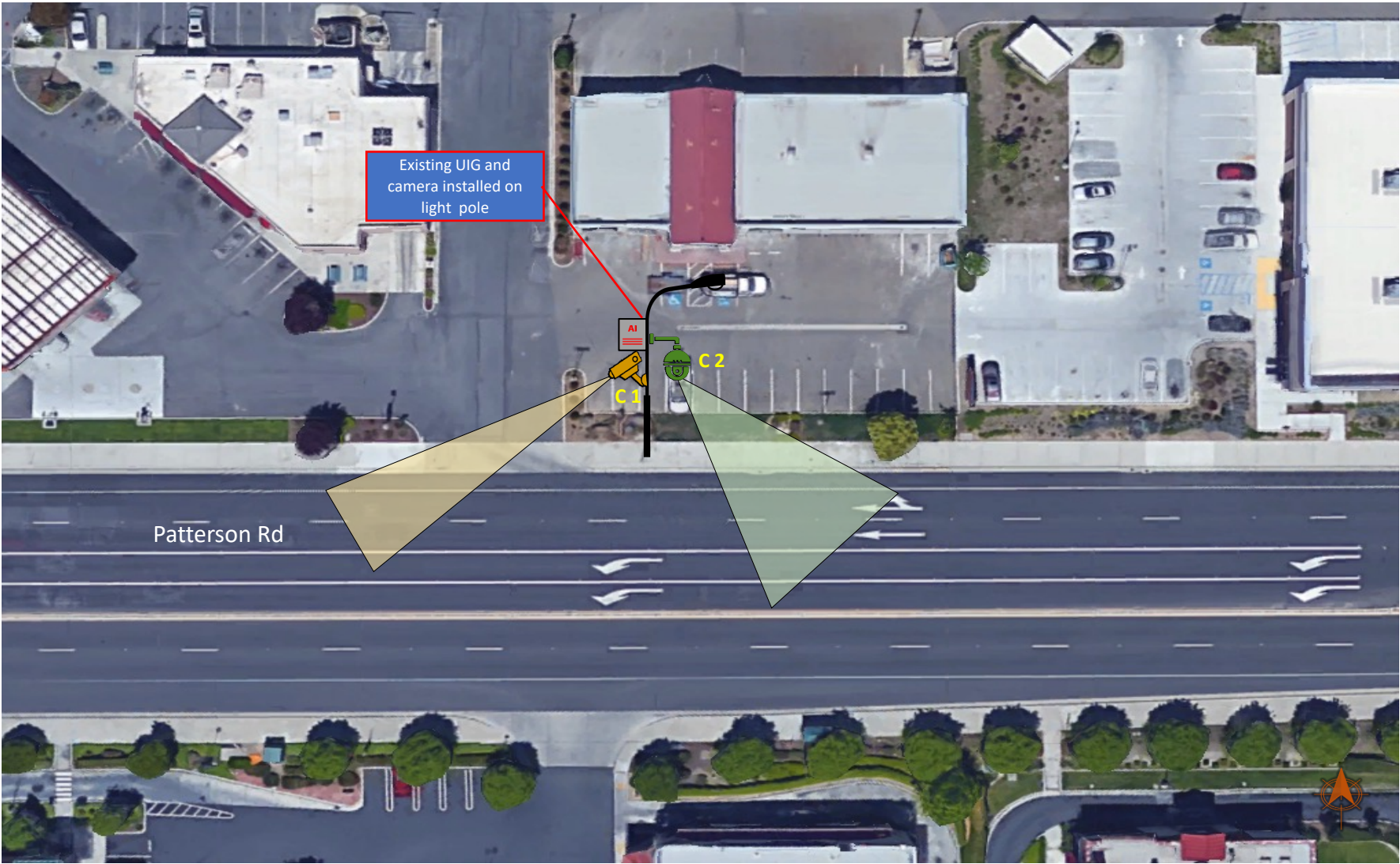
Cameras

Name	Type	Mounting
C 1	Fixed LPR	Pole ARM Mount
C 2	Fixed LPR	Pole ARM Mount
C 3	PTZ	Pole Mount
C 4	Fixed LPR	Pole ARM Mount
C 5	Fixed LPR	Pole ARM Mount
C 6	Fixed LPR	Pole ARM Mount

Other Hardware

Name	Type	Mounting
UIG	AI	Pole Mount
UIG	XT	Pole Mount
CAT6	Low voltage cable	Underground Conduit and surface mounting

Camera QTYs and types are subject to change.
Further site visits maybe required to select the appropriate camera hardware for best coverage.
Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Existing Equipment

- 1 UIG AI
- 1 Fixed camera

Refresh Equipment

- 1 UIG AI
- 1 Fixed Bullet LPR
- 1 PTZ

Cameras

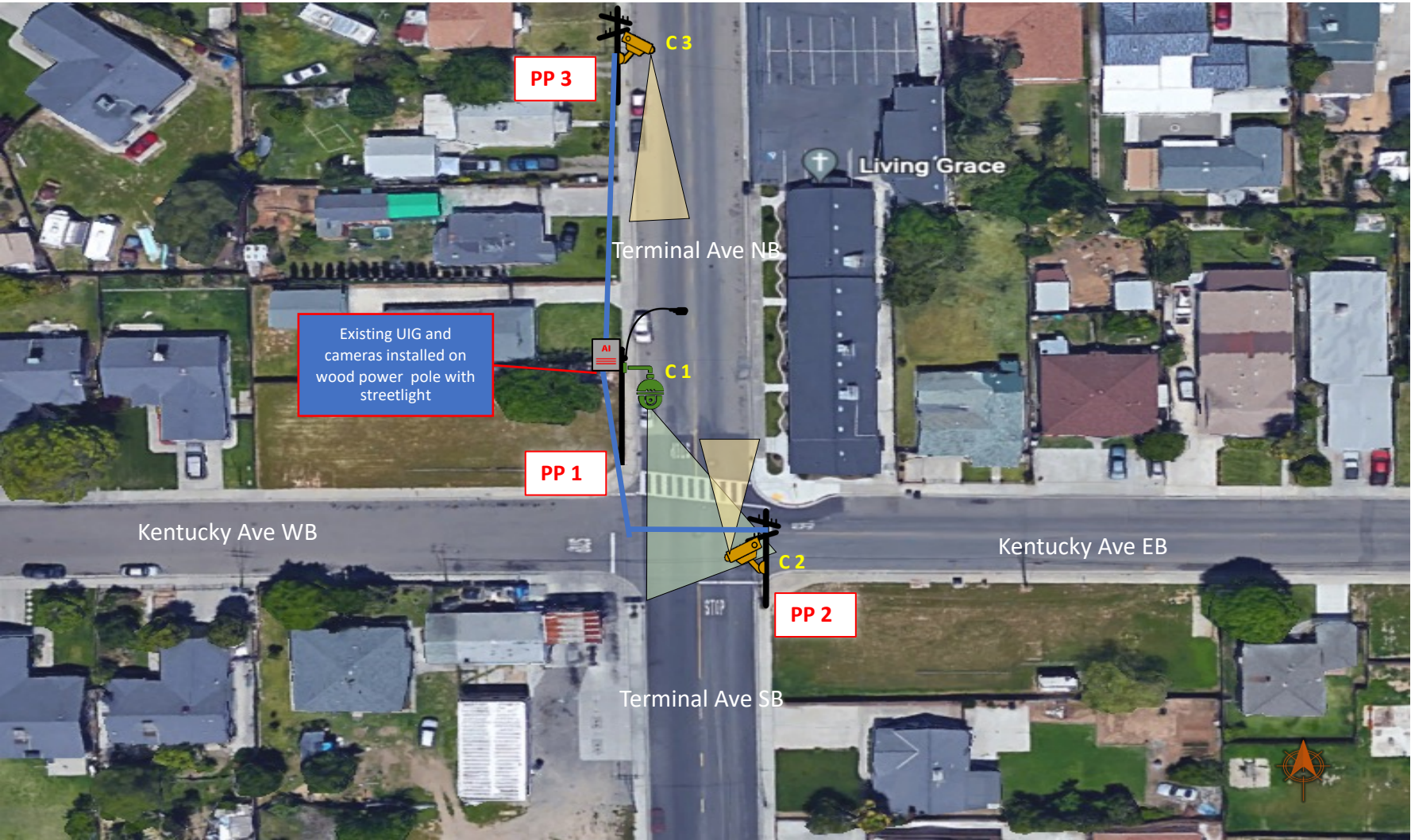
Name	Type	Mounting
C 1	Fixed Bullet LPR	Pole Mount
C 2	PTZ	Pole Mount

Other Hardware

Name	Type	Mounting
UIG	AI	Pole Mount

Proposed equipment refresh for this location listed under notes.

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Existing Equipment

- 1 UIG AI
- 2 LPR Fixed Bullets
- 1 Fixed camera

Refresh Equipment

- 1 UIG AI
- 2 Fixed Bullet LPR
- 1 PTZ
- 1000ft CAT6

Cameras		
Name	Type	Mounting
C 1 	PTZ	Pole Mount
C 2 	Fixed Bullet LPR	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount

Other Hardware		
Name	Type	Mounting
UIG 	AI	Pole Mount
CAT6 	Low Voltage Cable	Overhead

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

- 1 UIG AI, 1 PTZ installed on Power Pole 1 (PP 1)

C 1, C 2, connect to UIG AI on (PP 1) via CAT6
- 1 Fixed LPR installed on (PP 2).

C 3, will connect to UIG AI on (PP 1) via CAT6 strung overhead. Approx. distance is 250ft.
- 1 Fixed LPR installed on (PP 3)

C 4, will connect to UIG AI on (PP 1) via CAT6 strung overhead. Approx. distance is 165ft.

Customer States PG&E Must Run overhead Cabling



Existing Equipment

- 1 UIG AI
- 2 LPR PTZ
- 1 Fixed Bullet

Refresh Equipment

- 1 UIG AI
- 2 Fixed Bullet LPR
- 1 PTZ

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	Fixed Bullet LPR	Pole Mount
C 3 	PTZ	Pole Mount

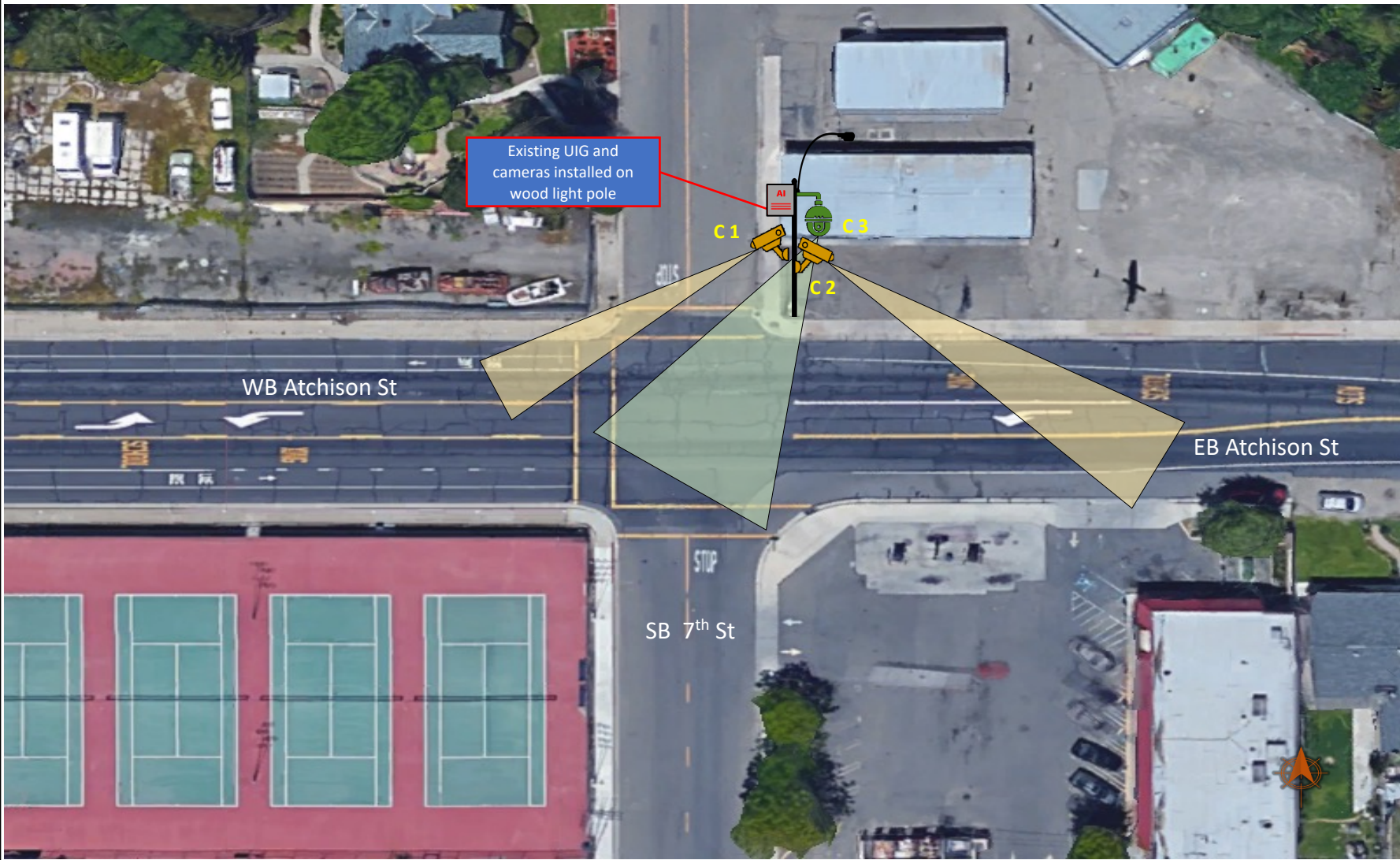
Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

Proposed equipment refresh for this location listed under notes.

Advise not to shoot LPR across oncoming lanes of traffic!



Existing Equipment

- 1 UIG AI
- 2 LPR PTZ
- 1 Fixed Bullet

Refresh Equipment

- 1 UIG AI
- 2 Fixed Bullet LPR
- 1 PTZ

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	Fixed Bullet LPR	Pole Mount
C 3 	PTZ	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

Proposed equipment refresh for this location listed under notes.

Advise not to shoot LPR across oncoming lanes of traffic!



Existing Equipment

- 1 UIG AI
- 1 LPR PTZ
- 1 Fixed Bullet

Refresh Equipment

- 1 UIG AI
- 3 Fixed Bullet LPR
- 1 PTZ
- 500ft CAT6

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount
CAT6 	Low Voltage Cable	Underground Conduit and surface mounting

- 1 UIG AI installed on Signal Pole 1 (SP 1) ARM.

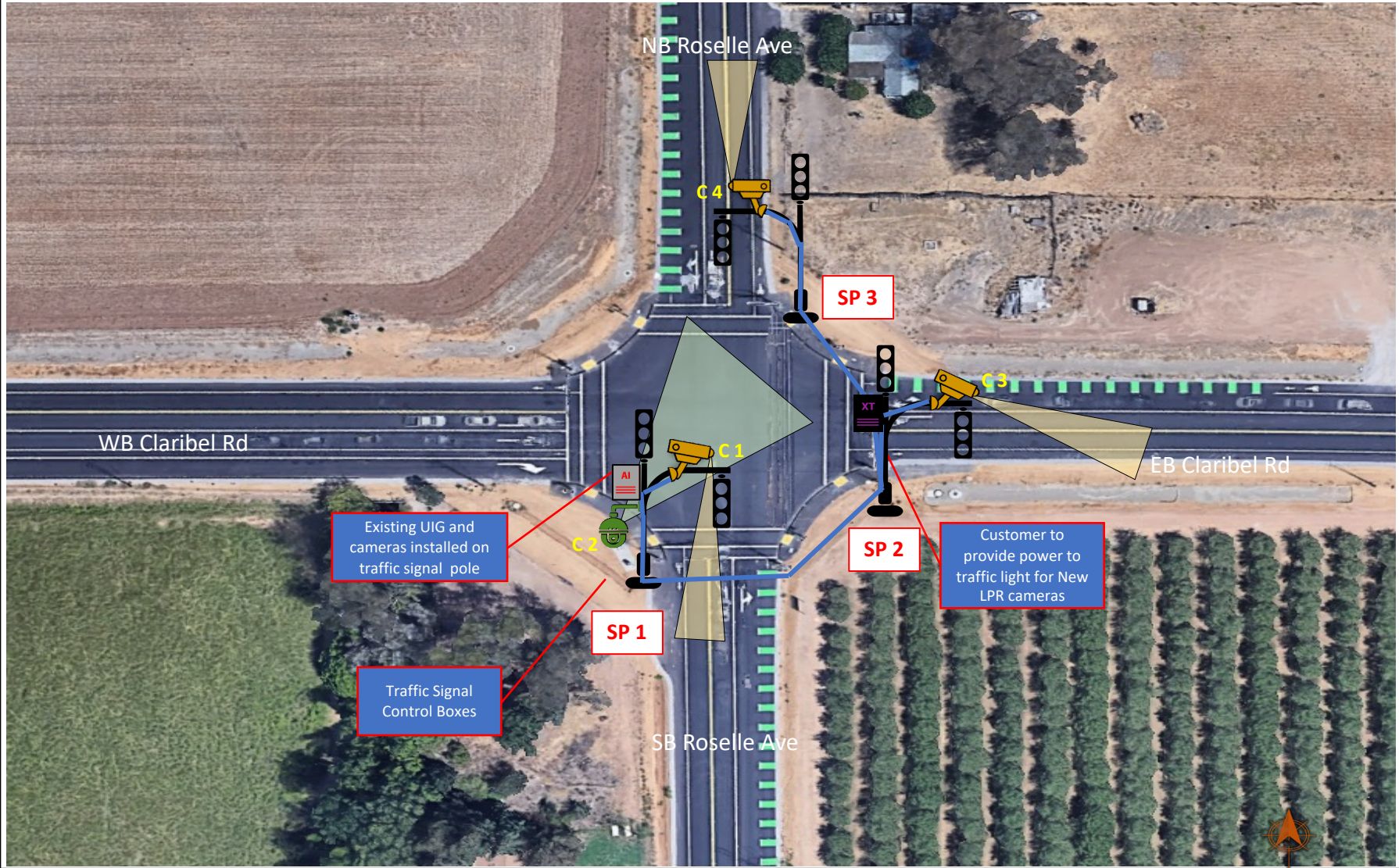
1 Fixed LPR and PTZ installed on (SP 1) .

1 Fixed LPR installed on (SP 2) ARM.
- C 1, C 2, connect to UIG AI on (SP 1) via CAT6

C 3, will connect to UIG AI on (SP 1) via CAT6 CAT6 through underground low voltage conduits. Approx. distance is 175ft.

4" conduit with no pull string, need fish tape to run CAT6.

Camera QTys and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Existing Equipment

- 1 UIG AI
- 1 LPR PTZ
- 1 PTZ

Refresh Equipment

- 1 UIG AI
- 1 UIG XT
- 3 Fixed Bullet LPR
- 1 PTZ
- 1000ft CAT6

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount with arm
C 2 	PTZ	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount With arm
C 4 	Fixed Bullet LPR	Pole Mount with arm

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount
UIG 	XT	Pole Mount
CAT6 	Low Voltage Cable	Underground Conduit and surface mounting

Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage.

- 1 UIG AI installed on Traffic Light 1 (SP 1)

1 UIG XT installed on (SP 2).

1 Fixed LPR and PTZ installed on (SP 1) ARM and Pole.

1 Fixed LPR installed on (SP 2) ARM.

1 Fixed LPR installed on (SP 3) ARM.
- 1 UIG AI on (SP 1) will connect to UIG XT on (SP 2) via CAT6 through underground low voltage conduits. Approx. distance is 200ft.

C 1, C 2, connect to UIG AI on (SP 1) via CAT6

C 3, C 4, will connect to UIG XT on (SP 2) via CAT6

Approx. distance cable run from UIG XT to C 4 is 175ft

4" conduit with mule tape. *Will need assistance from Stanislaus County if we need to access their electrical cabinet*



Existing Equipment

1 UIG AI
1 LPR PTZ

Refresh Equipment

1 UIG AI
1 Fixed Bullet LPR

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Proposed equipment refresh for this location listed under notes.

Current Camera is capturing both lanes of traffic.

Advise not to shoot LPR across oncoming lanes of traffic! Could relocate UIG and camera south to wood pole closer to intersection.

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Existing Equipment

- 1 UIG AI
- 2 LPR PTZ
- 1 Fixed Bullet Camera

Refresh Equipment

- 1 UIG AI
- 2 Fixed Bullet LPR
- 1 PTZ

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount with arm
C 2 	PTZ	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount With arm

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

Proposed equipment refresh for this location listed under notes.

Advise not to shoot LPR across oncoming lanes of traffic!



Existing equipment
Installed on light
pole

NB Callander Ave

WB Callander Ave

EB Patterson Rd

- 1 UIG AI installed on Light Pole 1 (LP 1)
- 1 Fixed LPR and PTZ installed on (LP 1).
- 1 Fixed LPR installed on (SP 2).
- 1 Fixed LPR installed on (SP 3).

- UIG AI on (LP 1)
- C 1, C 2, UIG AI on (LP 1) connect via CAT6
- C 3, will connect to UIG Ai on (LP 1) via CAT6 through underground low voltage conduits Approx. distance 200ft
- C 4 will connect to UIG Ai on (LP 1) via CAT6 through underground low voltage conduits Approx. distance 250ft

Will need CalTrans assistance to access their electrical cabinet

Existing Equipment

- 1 UIG AI
- 2 LPR PTZ
- 1 Fixed Bullet

Refresh Equipment

- 1 UIG AI
- 3 Fixed Bullet LPR
- 1 PTZ
- 1000ft CAT6

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage.

Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount
C 4 	Fixed Bullet LPR	Pole Mount with arm

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount
CAT6 	Low Voltage Cable	Underground Conduit and surface mounting



Proposed equipment refresh for this location listed under notes.

Existing Equipment

1 UIG AI
2 PTZ

Refresh Equipment

1 UIG AI
2 PTZ

Cameras

Name	Type	Mounting
C 1 	PTZ	Pole Mount
C 2 	PTZ	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Existing Equipment

1 UIG AI
1 LPR PTZ

Refresh Equipment

1 UIG AI
1 Fixed Bullet LPR
1 PTZ

Cameras

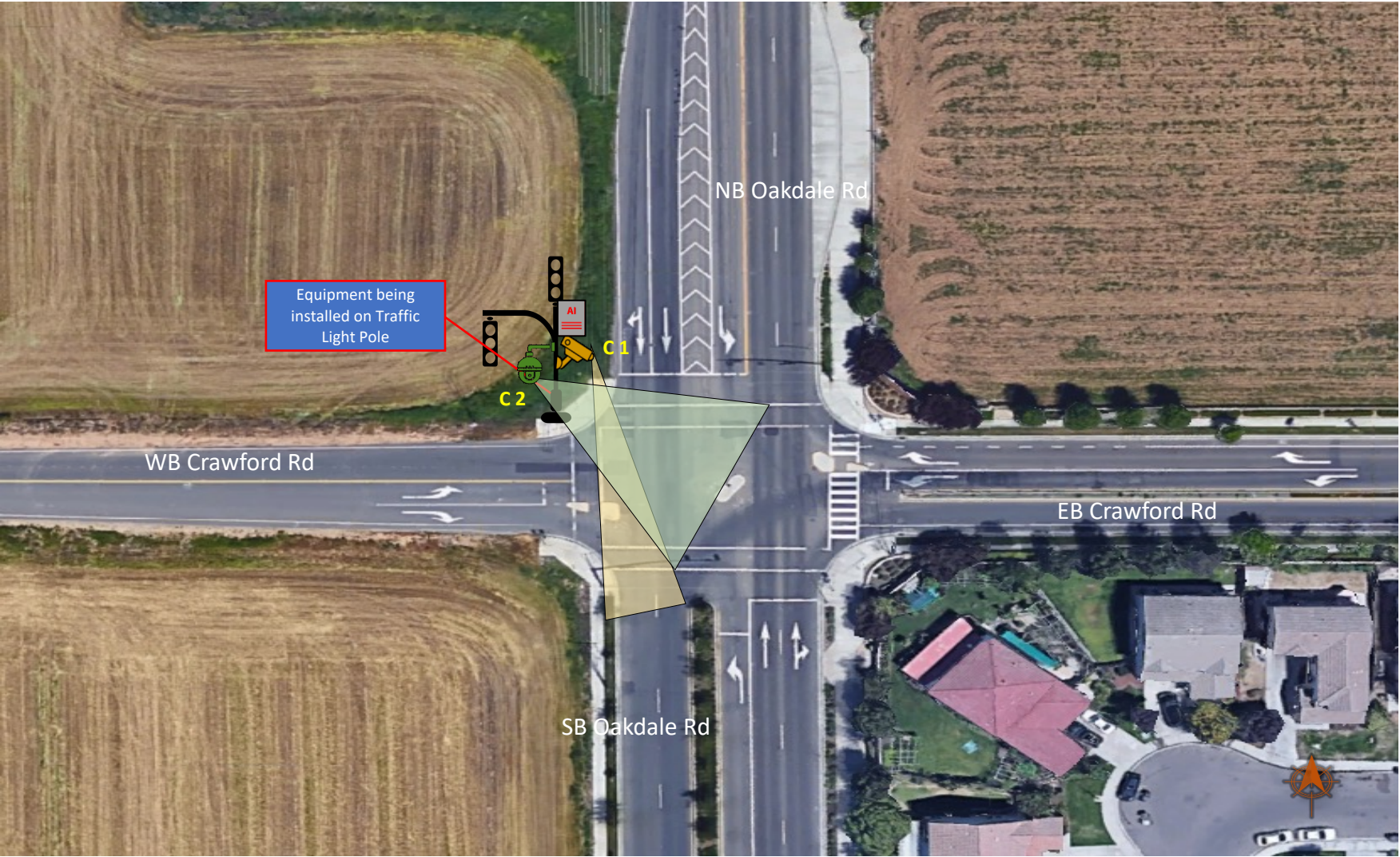
Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Proposed equipment refresh for this location listed under notes.

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Equipment being deployed and installed for this location listed under notes.

Existing Equipment

- 1 UIG AI
- 1 Fixed Bullet LPR
- 1 PTZ

Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



Proposed equipment refresh for this location listed under notes.

Existing Equipment

- 1 UIG AI
- 1 UIG XT
- 1 P2P Radio
- 2 LPR PTZ

Refresh Equipment

- 1 UIG AI
- 1 UIG XT
- 2 Fixed Bullet LPR
- 1 PTZ

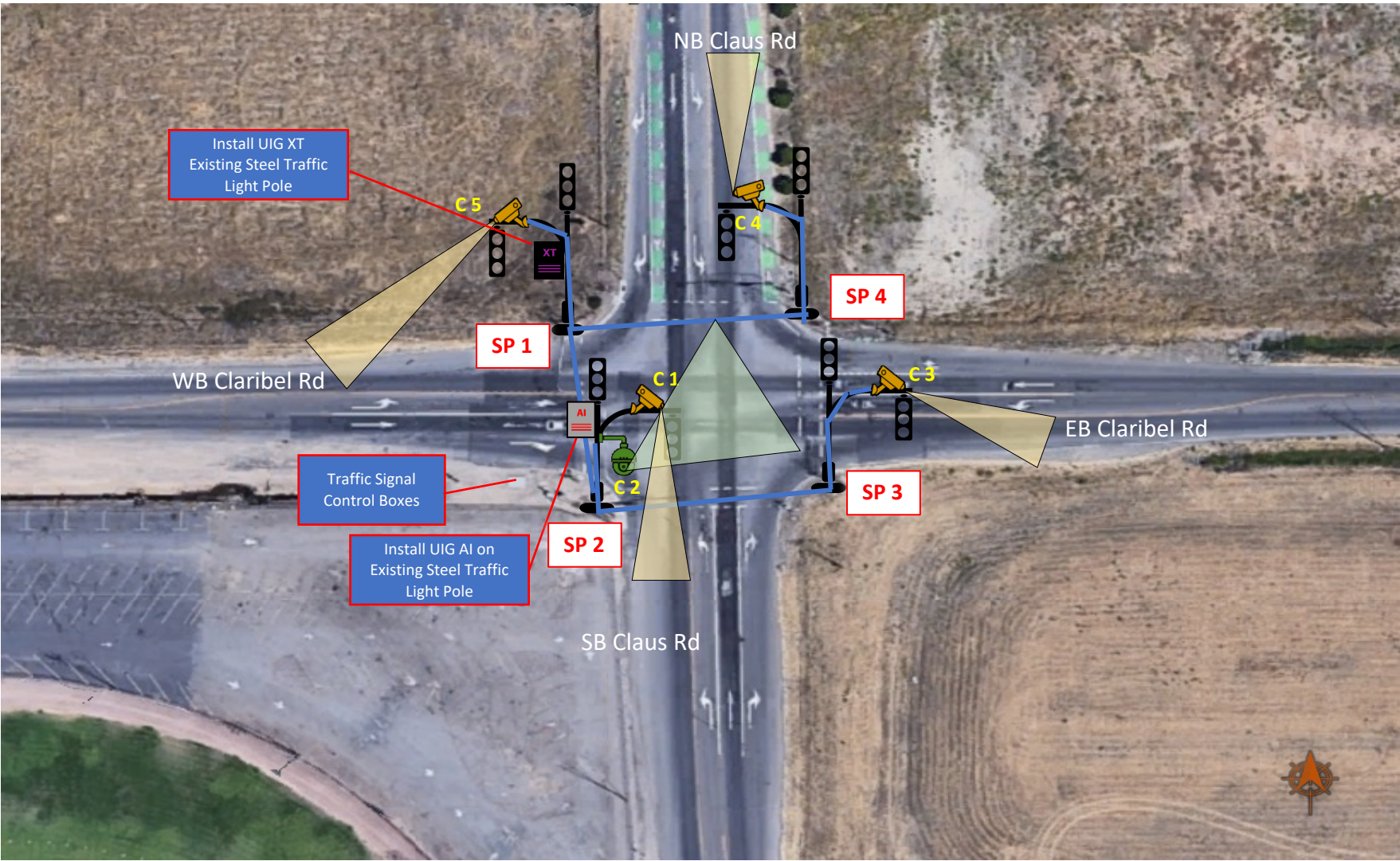
Cameras

Name	Type	Mounting
C 1 	Fixed Bullet LPR	Pole Mount
C 2 	PTZ	Pole Mount
C 3 	Fixed Bullet LPR	Pole Mount

Other Hardware

Name	Type	Mounting
UIG 	AI	Pole Mount
UIG 	XT	Pole Mount
P2P 	Point to Point radio	Pole Mount

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.



NEW Equipment

- 1 UIG AI
- 1 UIG XT
- 4 Fixed Bullet LPR
- 1 PTZ
- 1000ft CAT6

Cameras

Name	Type	Mounting
C 1	Fixed Bullet LPR	Pole Mount Arm
C 2	PTZ	Pole Mount
C 3	Fixed Bullet LPR	Pole Mount Arm
C 4	Fixed Bullet LPR	Pole Mount Arm
C 5	Fixed Bullet LPR	Pole Mount Arm

Other Hardware

Name	Type	Mounting
UIG	AI	Pole Mount
UIG	XT	Pole Mount
CAT6	Low voltage cable	Underground Conduit and surface mounting

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage.

Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

- 1 UIG AI installed on Signal Pole 2 (SP 2)

1 UIG XT installed on (SP 4).

1 Fixed LPR installed on (SP 1) ARM.

1 Fixed LPR and 1 PTZ installed on (SP 2) ARM and Pole.

1 Fixed LPR installed on (SP 3) ARM.

1 Fixed LPR installed on (SP 4) ARM.
- UIG AI on (SP 2) will connect to UIG XT on (SP 1) via CAT6 Approx. is 200ft

C 1, C 2, C 3 will connect to UIG AI on (SP 2) via CAT6 Approx. distance for C 3 is 200ft

C 4, C 5, will connect to UIG XT on (SP 4) via CAT6 Approx. distance for C 4 is 250ft



NEW Equipment

- 1 UIG AI
- 1 Fixed Bullet LPR
- 1 PTZ
- 1 Fixed AI Bullet

Cameras

Name	Type	Mounting
C 1	Fixed Bullet LPR	Pole Mount
C 2	PTZ	Pole Mount
C3	Fixed Bullet Cam	Pole Mount

Other Hardware

Name	Type	Mounting
UIG	AI	Pole Mount

Equipment to be installed on existing steel light pole on in parking lot near small driveway and playground.

- 1 UIG AI installed on existing steel light pole on in parking lot near small driveway and playground.
- 1 fixed LPR capturing vehicles entering and exiting park
- 1 PTZ to capture overview of Park
- 1 Fixed AI Camera to watch Gazebo

Camera QTYs and types are subject to change. Further site visits maybe required to select the appropriate camera hardware for best coverage. Customer is responsible for providing all work permits and traffic control for equipment installation or replacement.

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the “Agreement”), by and between EPIC IO Technologies, Inc., a Delaware corporation, having its principal place of business at 3463 Lakemont Blvd, Ft Mill, SC 29708 (“EPIC IO”) and the Customer identified below (“Customer”), is effective as of the date of latest signature shown below (the “Effective Date”). This Agreement is governed by and subject to the EPIC IO Terms and Conditions (the “Ts and Cs”, located at: <https://epicio.com/terms-conditions-of-sale>) and the EPIC IO End User License Agreement (the “EULA”, located at: <https://epicio.com/compliance-eula/>), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. EPIC IO and Customer are each referred to herein as a “Party”, and together, the “Parties”.

RECITALS

This agreement sets forth the terms under which EPIC IO will provide a subscription to Customer to access and use certain EPIC IO-owned hardware and software for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

“Documentation” shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software or Hardware furnished to Customer by EPIC IO in connection with this Agreement.

“Hardware” shall mean EPIC IO-owned equipment and devices furnished to Customer by EPIC IO pursuant to the terms of this Agreement, for use in Customer’s network, facility or other applications.

“Software” shall mean EPIC IO's suite of software products, applications, features and associated documentation furnished by EPIC IO to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by EPIC IO or one of its certified agents or resellers.

“SOW” shall mean a Statement of Work issued by EPIC IO in connection with this Agreement, which may be executed by the Parties from time to time during the Term.

“Support Services” shall mean services provided by EPIC IO to promote the continued function and operation of Hardware and Software during, and in connection with, this Agreement, as more fully defined in the attached Schedule 2 or an SOW issued pursuant to this Agreement.

2. Subscription; Grant of Rights.

EPIC IO agrees to furnish to Customer access to the Hardware and Software set forth on one or more SOW’s, including the attached Schedule 1 (together, the “Products”), pursuant to a five-year subscription, starting as of the Effective Date of each SOW and ending as of the fifth anniversary thereof (the “Initial Term”). As of the end of the Initial Term, each SOW in Agreement shall renew annually for successive one-year terms, unless a Party delivers written notice of non-renewal not less than 60 days prior to the expiration of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). This subscription includes a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.



For the avoidance of doubt, (i) all SOWs shall remain subject in all respects to the terms and provisions of this Agreement; (ii) the Term of each SOW shall be based on the effective date of such SOW, and (iii) this Agreement shall survive until the expiration or termination of any SOW issued in connection herewith.

3. Subscription Fee.

As consideration for EPIC IO's agreement hereto, Customer agrees to pay the Subscription Fee as defined and set forth in each SOW. EPIC IO will invoice Customer annually, in advance, for each 12 months' Subscription Fees. Any payments not received within 30 days of invoice shall incur a late charge equal to one percent (1%) per month until paid.

4. Support Services.

During the Term, EPIC IO agrees to provide Support Services to Customer in connection with the Products, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW. In the event Customer desires that EPIC IO provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

5. Limited Warranty.

During the Term, EPIC IO warrants that the Products shall be in working order, be free from material defects and will substantially conform in all material respects with the user documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, EPIC IO shall, at its election and within the time periods defined in Schedule 2, either replace or repair the Products, either: (1) use its reasonable commercial efforts to repair any material defect in the Products or (2) replace the Products to comply with the user documentation. EPIC IO reserves the right to replace or upgrade Products at any time during the Term.

The warranty described herein does not extend to failure caused by Customer's installation, mishandling, misuse or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, EPIC IO expressly excludes all other warranties express or implied, including any warranty of merchantability or fitness for any particular purpose. EPIC IO in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to public safety, or prevention of loss or damage to persons or property.

6. Title to Products; Return; Damage.

At all times during and after the Term, the Products shall remain the sole and exclusive property of EPIC IO, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer assumes all risk of loss, damage, theft or destruction of the Products, and for any from any causes to misuse, fault or neglect by Customer. Upon the expiration or any termination of this Agreement, Customer agrees to promptly return the Products to EPIC IO's address set forth above. In the event the Products are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the Replacement Cost set forth on the applicable SOW for each such Product.

7. Termination.

Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, which remains uncured more than 30 days following receipt of written notice from the non-breaching party. Upon any termination of this Agreement by EPIC IO, the full Subscription Fee for the remainder of the Term, along with all other amounts then due and owing by the Customer, shall accelerate and become immediately due and payable.

8. Indemnity.

Each party (i) hereby agrees to supply adequate insurance to secure the risks underlying the Products and the scope of the SOW, indemnify, defend and hold the other party harmless and (ii) agrees to indemnify and hold the other party harmless against any third party acts or claims to the extent arising out of or resulting from a party's negligent acts or omissions.

[COMPANY NAME]	EPIC IO TECHNOLOGIES, INC.
PRINT NAME OF PARTY	PRINT NAME OF PARTY
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE MM/DD/YYYY	DATE MM/DD/YYYY
EMAIL ADDRESS	EMAIL ADDRESS
NOTICE ADDRESS:	



SCHEDULE 1

SUBSCRIPTION STATEMENT OF WORK

Statement of Work/Quote No. __
[Insert Name of Project/Engagement]

1. **Effective Date.** _____
2. **Master Subscription Agreement.** This Statement of Work (“SOW”) is made subject to and will be governed by the terms and conditions of the Master Subscription Agreement (the “**Agreement**”) between EPIC IO and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement. Capitalized terms have the definitions given to them in the Agreement. In addition, as used throughout this SOW, the following terms will have the meanings set forth.
3. **Purpose.** This SOW establishes the Products and Services to be furnished by EPIC IO to Customer consistent with any Customer-supplied project plan, if applicable and attached to this SOW as an exhibit (the “**Project Plan**”). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.
4. **Acceptance of Quote.** By its signature below, Customer hereby accepts all terms of the EPIC IO quote attached hereto as Exhibit 1 (the “**Quote**”).
5. **Engagement/Purpose.** For purposes of this SOW, Customer requires the work and services of EPIC IO specifically for the following: _____.
6. **Product and Subscription Details/Fees.** The Customer hereby subscribes for the Products and Services in the quantities and at the Subscription Fees listed in the Quote # corresponding to this SOW. Unless otherwise defined below, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW. Subscription Fees shall begin on the 15th day following the Effective Date of each SOW (the “**Fee Start Date**”). EPIC IO shall invoice Customer on the first day of each month during the Subscription for the 30 day period beginning on the monthly anniversary of the Fee Start Date. EPIC IO reserves the right to consolidate Fee billings for multiple SOWs into the same invoice. EPIC IO will invoice Customer annually, in advance, for each 12 months’ Subscription Fees.

The Parties acknowledge that certain supply chain constraints result in long lead times and potential unforeseeable volatility in the price of certain components and materials used by EPIC IO in the manufacture or assembly of Products. Notwithstanding the terms of this Agreement, along with any SOW or Quote, the Parties agree that: (a) delays in scheduled delivery or installation of Products due to documented supply chain delays shall not breach, violate or invalidate this Agreement; and (b) in the event of an increase of at least 7% of EPIC IO’s total cost of production due to unforeseeable cost increases in raw materials or third party components used in production of the Products, EPIC IO may issue a Notice of Delay or Price Increase to Customer containing sufficient detail on the basis for the price increase and the revised price of the Products in question. Upon receipt of a Notice of Delay or Price Increase, Customer shall have five (5) business days in which to object to such notice. If the Parties are unable to agree on revised terms within five (5) days of Customer’s objection, Customer may terminate the applicable PO or SOW without penalty or liability for either Party.

Additional Information:

None

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Attachments or Change Orders may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and estimated timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and EPIC IO in writing.

7. **Installation Services.** If EPIC IO provides installation or deinstallation services pursuant to this SOW, such services may be supplied by EPIC IO through the use of through the use of third-party contractors, and such services shall be performed pursuant to the Project Plan, if applicable. Unless otherwise agreed and detailed in this SOW and/or the Project Plan, Customer agrees to deliver the installation site in clean and suitable condition for EPIC IO to perform the work without additional site preparation, including availability of adequate power supply and a detailed site plan depicting power locations and other relevant details for installation, and unless specifically set forth in the Project Plan, Customer warrants that traffic management will not be required in order for EPIC IO or its subcontractors to safely perform any such installation. Any permits and costs associated with traffic management, lane closures, police support or other related charges are the responsibility of the client and will be billed to client as incurred on a reimbursed cost basis.

8. **Connectivity.** Hardware provided by EPIC IO includes necessary components to deliver connectivity to units. EPIC IO's proposal includes provision of SIM, broadband, support and related services ("Connectivity Services"). Should Customer waive or reject EPIC IO's delivery of Connectivity Services, Customer acknowledges:

- Customer assumes all costs and obligations related to connectivity, including provision of SIM, subscription and payment of broadband services and any support for connectivity outages;
- Additional EPIC IO installation fees may apply if SIM's are not provided by Customer prior to equipment installation;
- EPIC IO is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer-furnished Connectivity Services.

9. **EPIC IO's Responsibilities.** For this Engagement, EPIC IO will perform its obligations under this SOW in a good and workmanlike manner and in accordance with applicable laws, regulations and ordinances, and the Agreement. EPIC IO will use Customer-approved tools and methodologies only. EPIC IO will use best efforts to complete all installation and related services within the timelines estimated above.

10. **Project Leaders/Points of Contact.** The respective project team leaders for each party are as set forth below:

Customer Project Leader: _____

EPIC IO Project Leader: _____

11. **Reporting Requirements.** EPIC IO will provide periodic progress reports to Customer containing reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

12. **Changes.** Any change or modification in the scope, type, quantities or requirements of this SOW requested by Customer shall be documented in writing and signed by Customer and EPIC IO. If EPIC IO identifies changes to any aspect of the SOW that it deems necessary to complete the work to the original scope, EPIC IO shall provide notice to customer in reasonable detail reflecting such changes, including timing or cost impacts, and Customer shall respond with approval or requests for clarification within two business days of such notice.

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IN WITNESS WHEREOF, the Parties have signed this SOW as of the dates set forth below.

[CUSTOMER NAME]

EPIC IO TECHNOLOGIES, INC.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



SCHEDULE 2
SUPPORT SERVICES

1. **Standard Remote Support:** Upon customer request and where contracted, EPIC IO will provide remote support and diagnostic services for the Products to promote functionality.
2. **(Optional) IntelliCare Remote Monitoring and Management Support ("IntelliCare RMM"):** Where contracted, EPIC IO to provide periodic monitoring services to monitor status and functionality, with support notifications.
 - a. EPIC IO will leverage an Enterprise Remote Monitoring and Management Software Platform with associated agents, probes and configurations where certain components will be installed or configure at the customer site(s) as well as in EPIC IO's Secure Cloud and/or Network Operations Center.
 - b. Access to the RMM Platform requires Multi-Factor Authentication and explicit permissions to promote information security and compliance.
 - c. The RMM Platform with have pre-defined "Monitors" and "Proactive Resolution" capability to enable optimized Support of Customer Environments.
 - d. Remediation provided by an EPIC IO technical resource is limited to the Support Services that the customer has selected in an SOW or Quote.
 - e. EPIC IO is not responsible for the cost of repairs due to vandalism, misuse or acts of God.
 - f. Components covered by IntelliCare must be defined in the associated SOW attached to the Services Agreement.
3. **(Optional) Eyes-On Monitoring:** Where contracted, EPIC IO to provide IntelliCare RMM Support, including field-of-view monitoring and diagnostic, with support notifications.

SCHEDULE 3
SERVICE LEVEL AGREEMENT

This Agreement includes EPIC IO's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by EPIC IO authorized support personnel within (4) business hours.
- **Remote Support Service** - Where contracted, EPIC IO will provide unlimited hours of remote support service relating to EPIC IO's Cloud or Software Components that are currently under subscription and current on payments. If issues are deemed not related to the software such as underlying hardware or network issues, support services will be suspended until underlying issues not covered by EPIC IO are remedied. All Software and Hardware covered by a Warranty or Support Subscription will be done remotely prior to any onsite service being rendered. Onsite Service is only available if IntelliCare Platinum Support is contracted, and customer is current on payments. If Hardware under contract is in a location that cannot be reached by unaided standing human accessibility, onsite troubleshooting or repair effort response may extend up to multiple days depending on location and availability of resources.
- **Onsite Support Service** – Where contracted, EPIC IO will provide onsite repair within 7 business days of the remote support agent concluding that onsite service is required. Limited to EPIC IO components except as specified under Schedule 1.6.
- **Availability** - EPIC IO guarantees 99.9% uptime for EPIC IO's Cloud Platform. Availability means that the Cloud Platform will be available for access. Availability does not mean that the solution will be 100% functional as factors outside of EPIC IO's control may cause varied levels of functionality such as Internet Provider Outages, Public Cloud Outages, DNS Outages, Emergency Security Maintenance Windows, etc. All of these are deemed outside of EPIC IO's control and are not subject to the standard availability.

EPIC IO Cloud Platform SLA (not On-Premises)

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	4 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	4 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	4 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	4 Hrs. (8-8 EST)



EPIC IO On-Premises Cloud Platform SLA

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running EPIC IO RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	4 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	4 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	4 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	4 Hrs. (8-8 EST)

*SLA Penalties are limited to the prorated portion of a month's SCaaS rental for the portion of the equipment that's offline due to repair needed, if the SLA is missed.



MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”), by and between EPIC IO Technologies Inc., a Delaware Corporation, having its principal place of business at 3463 Lakemont Blvd, Ft Mill, SC 29708 (“EPIC IO”) and the Customer identified below (“Customer”), is dated as of the date of latest signature shown below (the “Effective Date”). This Agreement is governed by and subject to the EPIC IO Terms and Conditions (the “Ts and Cs”, located at: <https://epicio.com/terms-conditions-of-sale>) and the EPIC IO End User License Agreement (the “EULA”, located at: <https://epicio.com/compliance-eula/>), each as applicable, which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. EPIC IO and Customer are each referred to herein as a “Party”, and together, the “Parties”.

RECITALS

This agreement sets forth the terms under which EPIC IO will provide Hardware, Software and/or Support Services (each as defined below) to Customer for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

- a. “Documentation” shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software, Hardware or Support Services furnished to Customer by EPIC IO in connection with this Agreement.
- b. “Confidential Information” shall mean all non-public and confidential information that is provided by discloser to recipient pursuant to this Agreement, including, but not limited to: i) trade secrets; ii) financial information, including pricing; iii) technical information, including research, developments, procedures, algorithms, data, designs, and know-how; and iv) business information, including operations, planning, marketing interests, and Products.
- c. “Customer Hardware” shall mean Customer-owned equipment and devices located or used in connection with the Software at or by Customer’s network, facility or other applications.
- d. “EPIC Hardware” shall mean EPIC IO-owned equipment and devices furnished to Customer by EPIC IO pursuant to the terms of this Agreement, for use in Customer’s network, facility or other applications.
- e. “Software” shall mean EPIC IO’s suite of software products, applications, features and associated documentation furnished by EPIC IO to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by EPIC IO or one of its certified agents or resellers.
- f. “Third-Party Software” shall mean any software products, applications, features and associated documentation furnished that is not the intellectual property or components licensed from EPIC IO for use pursuant to the terms of this Agreement.
- g. “SOW” shall mean a Statement of Work issued by EPIC IO in connection with this Agreement, which may be executed by the Parties from time to time during the Term.
- h. “Support Services” shall mean services provided by EPIC IO to promote the continued function and operation of covered Customer Hardware, EPIC Hardware and Software during and in connection with this Agreement, as more fully defined in the attached SOW, Schedule 2 and aligned Service Level Agreement details in Schedule 3.



2. Subscription, Grant of Rights.

a. EPIC IO agrees to furnish to Customer access to the EPIC Hardware and Software (together the “Products”) set forth on one or more SOW’s, including the attached Schedule 1, pursuant to the subscription or services terms defined in the customer-signed quote and associated SOW, starting as of the Effective Date of each SOW and ending as of the fifth anniversary thereof (the “Initial Term”). As of the end of the Initial Term, each SOW shall renew annually for successive one-year terms, unless a Party delivers written notice of non-renewal not less than 60 days prior to the expiration of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). This subscription includes a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.

b. For the avoidance of doubt, (i) all SOWs shall remain subject in all respects to the terms and provisions of this Agreement; (ii) the Term of each SOW shall be based on the effective date of such SOW, and (iii) this Agreement shall survive until the expiration or termination of any SOW issued in connection herewith.

c. All intellectual property rights with respect to the Products and EPIC IO’s name and trademarks, whether now existing or which may hereafter come into existence, which are not expressly granted to Customer herein are reserved to EPIC IO. Any goodwill generated through Customer’s use of EPIC IO’s Products, name and trademarks shall inure solely to the benefit of EPIC IO. Except as set forth in this Agreement, Customer may not use EPIC IO’s name or trademarks without EPIC IO’s prior written consent.

3. Subscription Fee.

a. As consideration for EPIC IO’s agreement hereto, Customer agrees to pay the Subscription Fee as defined and set forth in each SOW and/or corresponding customer-signed quotation (each, a “Quote”). EPIC IO will invoice Customer annually, in advance, for each 12 months’ Subscription Fees.

b. Any payments not received within 30 days of invoice shall incur a late charge equal to one percent (1%), or the amount allowed under applicable law, whichever is lower, per month until paid.

4. Support Services.

a. During the Term, EPIC IO agrees to provide Support Services to Customer in connection with the covered Customer Hardware, EPIC Hardware and Software, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW.

b. In the event Customer desires that EPIC IO provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

5. Limited Warranty.

a. During the Term, and subject at all times to the limitations set forth in the EULA, EPIC IO warrants that the Products will substantially conform in all material respects with the Documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, EPIC IO shall evaluate the Products pursuant to Customer’s notice, and shall at its election and within the time periods defined in Schedule 2, either replace or repair the Products to comply with the Documentation, or notify Customer of its determination that the Products substantially conforms to the Documentation. This Limited Warranty does not extend to Customer Hardware or Third-Party Software. EPIC IO reserves the right to replace or upgrade Products at any time during the Term.



b. The warranty described herein and in the EULA does not extend to failure caused by Customer's installation, mishandling, misuse, including information security breach, or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, EPIC IO expressly excludes all other warranties express or implied, including any warranty of merchantability, noninfringement or fitness for any particular purpose. EPIC IO in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to public safety, prevention of illegal or illicit activity, or prevention of loss or damage to persons or property.

6. Title to Products; Return; Damage.

a. At all times during and after the Term, the Products shall remain the sole and exclusive property of EPIC IO, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer assumes all risk of loss, damage, theft or destruction of the Products, and for any from any causes including due to misuse, fault or neglect by Customer.

b. Upon the expiration or any termination of this Agreement, Customer agrees to immediately cease all use of the Products and return all Documentation and delete all backup copies thereof. Customer shall also promptly return the Products to EPIC IO's address set forth above. In the event the Products are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the replacement cost set forth on the applicable SOW for each such Product.

7. Termination.

a. Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, which remains uncured more than 30 days following receipt of written notice from the non-breaching party. Upon any termination of this Agreement by EPIC IO, the full Subscription Fee for the remainder of the Term, along with all other amounts then due and owing by the Customer, shall accelerate and become immediately due and payable.

8. Indemnity.

a. **EPIC IO Indemnity.** EPIC IO hereby indemnifies and agrees to defend and hold harmless Customer and its officers, employees and directors, from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees) directly or indirectly arising from (i) death or personal injury caused by the Company's negligence, and (ii) physical loss or damage caused by EPIC IO's negligence.

b. **Customer Indemnity.** Customer hereby indemnifies and agrees to defend and hold harmless EPIC IO and its affiliates, officers, employees and directors from and against any and all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (i) use of or reliance on the Products supplied to Customer under this Agreement, (ii) any breach of or default under the terms or conditions of this Agreement by Customer, (iii) the use or possession of any Product by Customer or any third parties, except to the extent caused by EPIC IO's negligence or willful misconduct, or (iv) any negligence, gross negligence or willful misconduct by or on behalf of Customer or its employees or agents.



9. Limitation of Liability.

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE PARTIES' AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF MONEY PAID BY CUSTOMER TO EPIC UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

10. Confidentiality

a. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this Section 10. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 10. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

b. Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder.

c. Each party acknowledges that any material violation of the rights and obligations provided in this Section 10 may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 13(b), each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

11. Notices.

a. Any notice to a Party pursuant to this Agreement shall be deemed delivered upon the earlier of i) the receiving Party's acknowledgment of receipt; or ii) the third business day after delivery via a tracked delivery method. Notices to EPIC IO shall be sent to the address set forth above. Notices to the Customer shall be delivered to the address set forth below.

12. Compliance with Laws

a. Each party agrees, at its own expense, to operate in full compliance with all applicable laws, regulations, and requirements applicable to its obligations hereunder and to maintain in force all licenses, permits, and approvals required for its performance under this Agreement.



13. Miscellaneous.

- a. No assignment or transfer of this Agreement by Customer shall be valid without EPIC IO's written consent.
- b. This Agreement shall be interpreted under the laws of the state of Delaware, and any proceeding to enforce or interpret this Agreement shall be brought before a court of competent jurisdiction in Charlotte, North Carolina.
- c. Publicity. Customer acknowledges and consents to EPIC IO's use of Customer name and non-economic details of the Products for promotional and training purposes. To opt-out of this provision, check box: ☐
- d. Third-Party Services: EPIC IO does not self-perform any installation or security alarm monitoring services. To the extent such components are included in the Products subject to this Agreement and applicable SOW, they will be performed by licensed and insured third parties, and EPIC IO's role shall be limited to project management of such work.
- e. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, or acts of God, pandemics, epidemics, local disease outbreaks, public health emergencies, government imposed quarantines, in which event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence. If performance is delayed over thirty (30) days, the party not experiencing the delay may terminate this Agreement.
- f. This Agreement, its schedules Quotes and SOWs, together with the EULA and Ts and Cs, contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be modified or amended except by written agreement of the Parties. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the Construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

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By their signatures below, the Parties acknowledge their agreement to the terms set forth herein.

	EPIC IO TECHNOLOGIES, INC.
PRINT NAME OF PARTY	PRINT NAME OF PARTY
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE MM/DD/YYYY	DATE MM/DD/YYYY
EMAIL ADDRESS	EMAIL ADDRESS
NOTICE ADDRESS:	



SCHEDULE 1

STATEMENT OF WORK

Statement of Work/Quote No. __

1. **Effective Date.** ____
2. **Master Subscription Agreement.** This Statement of Work (“SOW”) is made subject to and will be governed by the terms and conditions of the Master Services Agreement (the “**Agreement**”) between EPIC IO and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement. Capitalized terms have the definitions given to them in the Agreement. In addition, as used throughout this SOW, the following terms will have the meanings set forth.
3. **Purpose.** This SOW establishes the Products and Services to be furnished by EPIC IO to Customer consistent with any Customer-supplied project plan, if applicable and attached to this SOW as an exhibit (the “**Project Plan**”). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.
4. **Acceptance of Quote.** By its signature below, Customer hereby accepts all terms of the EPIC IO quote attached hereto as Exhibit 1 (the “**Quote**”).
5. **Engagement/Purpose.** For purposes of this SOW, Customer requires the work and services of EPIC IO specifically for the following: _____.
6. **Product and Subscription Details/Fees.** The Customer hereby subscribes for the Products and Services in the quantities and at the Subscription Fees listed in the Quote # corresponding to this SOW. Unless otherwise defined below, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW. Subscription Fees shall begin on the 15th day following the Effective Date of each SOW (the “**Fee Start Date**”). EPIC IO shall invoice Customer on the first day of each month during the Subscription for the 30 day period beginning on the monthly anniversary of the Fee Start Date. EPIC IO reserves the right to consolidate Fee billings for multiple SOWs into the same invoice.

No.	Products	Start Date	Subscription Fee	Replacement Fee
1				
2				
3				
4				
5				
6				
7				

Additional Information:

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Attachments or Change Orders may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and estimated timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and EPIC IO in writing.

7. Installation Services. If EPIC IO provides installation or deinstallation services pursuant to this SOW, such services may be supplied by EPIC IO through the use of third-party contractors, and such services shall be performed pursuant to the Project Plan, if applicable. Unless otherwise agreed and detailed in this SOW and/or the Project Plan, Customer agrees to deliver the installation site in clean and suitable condition for EPIC IO to perform the work without additional site preparation, including availability of adequate power supply and a detailed site plan depicting power locations and other relevant details for installation, and unless specifically set forth in the Project Plan, Customer warrants that traffic management will not be required in order for EPIC IO or its subcontractors to safely perform any such installation. Any permits and costs associated with traffic management, lane closures, police support or other related charges are the responsibility of the client, and will be billed to client as incurred on a reimbursed cost basis.

8. Connectivity. Hardware provided by EPIC IO includes necessary components to deliver connectivity to units. EPIC IO's proposal includes provision of SIM, broadband, support and related services ("Connectivity Services"). Should Customer waive or reject EPIC IO's delivery of Connectivity Services, Customer acknowledges:

- Customer assumes all costs and obligations related to connectivity, including provision of SIM, subscription and payment of broadband services and any support for connectivity outages;
- Additional EPIC IO installation fees may apply if SIM's are not provided by Customer prior to equipment installation;
- EPIC IO is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer-furnished Connectivity Services.

9. EPIC IO's Responsibilities. For this Engagement, EPIC IO will perform its obligations under this SOW in a good and workmanlike manner and in accordance with applicable laws, regulations and ordinances, and the Agreement. EPIC IO will use Customer-approved tools and methodologies only. EPIC IO will use best efforts to complete all installation and related services within the timelines estimated above.

10. Project Leaders/Points of Contact. The respective project team leaders for each party are as set forth below:

Customer Project Leader: _____

EPIC IO Project Leader: _____

11. Reporting Requirements. EPIC IO will provide periodic progress reports to Customer containing reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

12. Changes. Any change or modification in the scope, type, quantities or requirements of this SOW requested by Customer shall be documented in writing and signed by Customer and EPIC IO. If EPIC IO identifies changes to any aspect of the SOW that it deems necessary to complete the work to the original scope, EPIC IO shall provide notice to customer in reasonable detail reflecting such changes, including timing or cost impacts, and Customer shall respond with approval or requests for clarification within two business days of such notice.

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IN WITNESS WHEREOF, the Parties have signed this SOW as of the dates set forth below.

EPIC IO TECHNOLOGIES, INC.

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____



SCHEDULE 2

SUPPORT SERVICES

1. **Standard Remote Support:** Upon customer request and where contracted, EPIC IO will provide remote support and diagnostic services for the Products to promote functionality.
2. **(Optional) IntelliCare Remote Monitoring and Management Support** (“IntelliCare RMM”): Where contracted, EPIC IO to provide periodic monitoring services to monitor status and functionality, with support notifications.
 - a. EPIC IO will leverage an Enterprise Remote Monitoring and Management Software Platform with associated agents, probes and configurations where certain components will be installed or configure at the customer site(s) as well as in EPIC IO’s Secure Cloud and/or Network Operations Center.
 - b. Access to the RMM Platform requires Multi-Factor Authentication and explicit permissions to promote information security and compliance.
 - c. The RMM Platform will have pre-defined “Monitors” and “Proactive Resolution” capability to enable optimized Support of Customer Environments.
 - d. Remediation provided by an EPIC IO technical resource is limited to the Support Services that the customer has selected in an SOW or Quote.
 - e. EPIC IO is not responsible for the cost of repairs due to vandalism, misuse or acts of God.
 - f. Components covered by IntelliCare must be defined in the associated SOW attached to the Services Agreement.
3. **(Optional) Eyes-On Monitoring:** Where contracted, EPIC IO to provide IntelliCare RMM Support, including field-of-view monitoring and diagnostic, with support notifications.

SCHEDULE 3
SERVICE LEVEL AGREEMENT

This Agreement includes EPIC IO's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by EPIC IO authorized support personnel within (4) business hours.
- **Remote Support Service** - Where contracted, EPIC IO will provide unlimited hours of remote support service relating to EPIC IO's Cloud or Software Components that are currently under subscription and current on payments. If issues are deemed not related to the software such as underlying hardware or network issues, support services will be suspended until underlying issues not covered by EPIC IO are remedied. All Software and Hardware covered by a Warranty or Support Subscription will be done remotely prior to any onsite service being rendered. Onsite Service is only available if IntelliCare Platinum Support is contracted, and customer is current on payments. If Hardware under contract is in a location that cannot be reached by unaided standing human accessibility, onsite troubleshooting or repair effort response may extend up to multiple days depending on location and availability of resources.
- **Onsite Support Service** – Where contracted, EPIC IO will provide onsite repair within 7 business days of the remote support agent concluding that onsite service is required. Limited to EPIC IO components except as specified under Schedule 1.6.
- **Availability** - EPIC IO guarantees 99.9% uptime for EPIC IO's Cloud Platform. Availability means that the Cloud Platform will be available for access. Availability does not mean that the solution will be 100% functional as factors outside of EPIC IO's control may cause varied levels of functionality such as Internet Provider Outages, Public Cloud Outages, DNS Outages, Emergency Security Maintenance Windows, etc. All of these are deemed outside of EPIC IO's control and are not subject to the standard availability.

EPIC IO Cloud Platform SLA (not On-Premises)

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	4 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	4 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	4 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	4 Hrs. (8-8 EST)



EPIC IO On-Premises Cloud Platform SLA

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running EPIC IO RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	4 Hrs. (8-8 EST)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	4 Hrs. (8-8 EST)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	4 Hrs. (8-8 EST)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	4 Hrs. (8-8 EST)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	4 Hrs. (8-8 EST)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	4 Hrs. (8-8 EST)

*SLA Penalties are limited to the prorated portion of a month's SCaaS rental for the portion of the equipment that's offline due to repair needed, if the SLA is missed.

MASTER SUBSCRIPTION AGREEMENT (City Government Amendment)

This Master Subscription Agreement (the “Agreement”), by and between IntelliSite LLC, a California limited liability company having its principal place of business at 3463 Lakemont Blvd, Ft Mill, SC 29708 (“IntelliSite”) and the Customer identified below (“Customer”), is dated as of the date of latest signature shown below (the “Effective Date”), and amends the prior Contract with the Customer. This Agreement is governed by and subject to the IntelliSite Terms and Conditions (the “Ts and Cs”, located at: <https://scaas.intellisite.io/compliance-tc.html>) and the IntelliSite End User License Agreement (the “EULA”, located at: <https://scaas.intellisite.io/compliance-eula.html>), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. IntelliSite and Customer are each referred to herein as a “Party”, and together, the “Parties”. Terms from prior Contract not in conflict with this Agreement shall remain in full force.

RECITALS

This agreement sets forth the terms under which IntelliSite will provide a subscription to Customer to access and use certain IntelliSite-owned hardware and software for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

“Documentation” shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software or Hardware furnished to Customer by IntelliSite in connection with this Agreement.

“Hardware” shall mean IntelliSite-owned equipment and devices furnished to Customer by IntelliSite pursuant to the terms of this Agreement, for use in Customer’s network, facility or other applications.

“Pricing Sheet” shall be the attached Schedule 3, which details the Products and pricing available to Customer from IntelliSite under an SOW. IntelliSite may change the Pricing Sheet from time to time upon notice to the Customer, but no such change shall effect any SOW in place as of such update.

“Software” shall mean IntelliSite’s suite of software products, applications, features and associated documentation furnished by IntelliSite to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by IntelliSite or one of its certified agents or resellers.

“SOW” shall mean a Statement of Work issued by IntelliSite in connection with this Agreement, which may be executed by the Parties from time to time during the Term.

“Support Services” shall mean services provided by IntelliSite’s to promote the continued function and operation of Hardware and Software during and in connection with this Agreement, as more fully defined in the attached Schedule 2 or an SOW issued pursuant to this Agreement.

2. Subscription; Grant of Rights.

IntelliSite agrees to furnish to Customer access to the Hardware and Software set forth on one or more SOW’s, including the attached Schedule 1 (together, the “Products”), pursuant to a five-year subscription, starting as of the Effective Date of each SOW and ending as of the third anniversary thereof (the “Initial Term”). As of the end of the Initial Term, each SOW is Agreement shall renew annually for successive one-year terms, unless a Party delivers written notice of non-renewal not less than 60 days prior to the expiration of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). This subscription includes a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.

For the avoidance of doubt, (i) all SOWs shall remain subject in all respects to the terms and provisions of this Agreement; (ii) the Term of each SOW shall be based on the effective date of such SOW, and (iii) this Agreement shall survive until the expiration or termination of any SOW issued in connection herewith.

3. Subscription Fee.

As consideration for IntelliSite's agreement hereto, Customer agrees to pay the Subscription Fee as defined and set forth in each SOW.

4. Support Services.

During the Term, IntelliSite agrees to provide Support Services to Customer in connection with the Products, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW. In the event Customer desires that IntelliSite provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

5. Limited Warranty.

During the Term, IntelliSite warrants that the Products shall be in working order, be free from material defects and will substantially conform in all material respects with the user documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, IntelliSite shall, at its election and within the time periods defined in Schedule 2, either replace or repair the Products, either: (1) use its reasonable commercial efforts to repair any material defect in the Products or (2) replace the Products to comply with the user documentation. IntelliSite reserves the right to replace or upgrade Products at any time during the Term.

The warranty described herein does not extend to failure caused by Customer's installation, mishandling, misuse or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, IntelliSite expressly excludes all other warranties express or implied, including any warranty of merchantability or fitness for any particular purpose. IntelliSite in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to public safety, or prevention of loss or damage to persons or property.

6. Title to Products; Return; Damage.

At all times during and after the Term, the Products shall remain the sole and exclusive property of IntelliSite, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer assumes all risk of loss, damage, theft or destruction of the Products, and for any from any causes to misuse, fault or neglect by Customer. Upon the expiration or any termination of this Agreement, Customer agrees to promptly return the Products to IntelliSite's address set forth above. In the event the Products are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the Replacement Cost set forth on the applicable SOW for each such Product.

7. Termination.

Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, which remains uncured more than 30 days following receipt of written notice from the non-breaching party. Upon any termination of this Agreement by IntelliSite for cause, the full Subscription Fee for the remainder of the Term, along with all other amounts then due and owing by the Customer, shall accelerate and become immediately due and payable. Customer may terminate the Agreement at the conclusion of any budget year with 90 days' notice and payment of one year's Subscription Fee, or in part during the year by paying the remaining Subscription Fee for the year plus one year's Subscription Fee.

8. Indemnity.

Each party (i) hereby agrees to supply adequate insurance to secure the risks underlying the Products and the scope of the SOW, indemnify, defend and hold the other party harmless and (ii) agrees to indemnify and hold the other party harmless against any third party acts or claims to the extent arising out of or resulting from a party's negligent acts or omissions.

9. Notices.

Any notice to a Party pursuant to this Agreement shall be deemed delivered upon the earlier of a) the receiving Party's acknowledgment of receipt; or b) the third business day after delivery via a tracked delivery method. Notices to IntelliSite shall be sent to the address set forth above. Notices to the Customer shall be delivered to the address set forth below.

10. Miscellaneous.

- a. No assignment or transfer of this Agreement by Customer shall be valid without IntelliSite's written consent.
- b. This Agreement shall be interpreted under the laws of the state of Delaware, and any proceeding to enforce or interpret this Agreement shall be brought before a court of competent jurisdiction in Charlotte, North Carolina.
- c. Publicity. Customer acknowledges and consents to IntelliSite's use of Customer name and non-economic details of the Products for promotional and training purposes. To Opt-out of this provision, check box: ☐
- d. Third-Party Services: IntelliSite does not self-perform any installation or security alarm monitoring services. To the extent such components are included in the Products subject to this Agreement, they will be performed by licensed and insured third parties, and IntelliSite's role shall be limited to project management of such scopes.
- e. IntelliSite shall not be liable for failures or shortfalls of performance that are due to the occurrence of a force majeure event.

This Agreement, its schedules and SOWs, together with the EULA and Ts and Cs, contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be modified or amended except by written agreement of the Parties. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the Construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

By their signatures below, the Parties acknowledge their agreement to the terms set forth herein.

[COMPANY NAME]	INTELLISITE LLC
City of Riverbank	
PRINT NAME OF PARTY Sean Scully	PRINT NAME OF PARTY Steve Martin
TITLE	TITLE
SIGNATURE	SIGNATURE
DATE MM/DD/YYYY 09/30/2021	DATE MM/DD/YYYY
EMAIL ADDRESS	EMAIL ADDRESS
NOTICE ADDRESS: 6707 3rd Street Riverbank, CA 95367	

SUBSCRIPTION STATEMENT OF WORK

Statement of Work No. ____

City of Riverbank

1. **Effective Date.** 10/12/2021

2. **Master Subscription Agreement.** This Statement of Work ("SOW") is made subject to and will be governed by the terms and conditions of the Master Subscription Agreement (the "Agreement") between IntelliSite and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement. Capitalized terms have the definitions given to them in the Agreement. In addition, as used throughout this SOW, the following terms will have the meanings set forth.

3. **Purpose.** This SOW establishes the Products and Services to be furnished by IntelliSite to Customer consistent with any Customer-supplied project plan, if applicable and attached to this SOW as an exhibit (the "Project Plan"). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.

4. **Acceptance of Quote.** By its signature below, Customer hereby accepts all terms of the IntelliSite quote attached hereto as Exhibit 1 (the "Quote").

5. **Engagement/Purpose.** For purposes of this SOW, Customer requires the work and services of IntelliSite specifically for the following: Riverbank Quote 682.

6. **Product and Subscription Details/Fees.** The Customer hereby subscribes for the following Products in the quantities and at the Subscription Fees set forth below. Unless otherwise defined below, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW.

No.	Products	Start Date	Subscription Fee
1	See Quote 682	10/12/2021	6741.42
2			
3			
4			
5			
6			
7			

Attachments may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and estimated timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and IntelliSite in writing.

7. **Installation Services.** If IntelliSite provides installation or deinstallation services pursuant to this SOW, such services may be supplied by IntelliSite through the use of third-party contractors, and such services shall be performed pursuant to the Project Plan, if applicable. Unless otherwise agreed and detailed in this SOW and/or the Project Plan, Customer agrees to deliver the installation site in clean and suitable condition for IntelliSite to perform the work without additional site preparation, including availability of adequate power supply and a detailed site plan depicting power locations and other relevant details for installation, and unless specifically set forth in the Project Plan, Customer warrants that traffic management will not be required in order for IntelliSite or its subcontractors to safely perform any such installation. Any permits and costs associated with traffic management, lane closures, police support or other related charges are the responsibility of the client, and will be billed to client as incurred on a reimbursed cost basis.

8. **Connectivity.** Hardware provided by IntelliSite includes necessary components to deliver connectivity to units. IntelliSite's proposal includes provision of SIM, broadband, support and related services ("Connectivity Services"). Should Customer waive or reject IntelliSite's delivery of Connectivity Services, Customer acknowledges:

- Customer assumes all costs and obligations related to connectivity, including provision of SIM, subscription and payment of broadband services and any support for connectivity outages;
- Additional IntelliSite installation fees may apply if SIM's are not provided by Customer prior to equipment installation;
- IntelliSite is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer-furnished Connectivity Services.

9. **IntelliSite's Responsibilities.** For this Engagement, IntelliSite will perform its obligations under this SOW in a good and workmanlike manner and in accordance with applicable laws, regulations and ordinances, and the Agreement. IntelliSite will use Customer-approved tools and methodologies only. IntelliSite will use best efforts to complete all installation and related services within the timelines estimated above.

10. **Project Leaders/Points of Contact.** The respective project team leaders for each party are as set forth below:

Customer Project Leader:	<u>Sean Scully</u>
IntelliSite Project Leader:	<u>Eva Thomas</u>

11. **Reporting Requirements.** IntelliSite will provide periodic progress reports to Customer containing reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

12. **Changes.** Any change or modification in the scope, type, quantities or requirements of this SOW requested by Customer shall be documented in writing and signed by Customer and IntelliSite. If IntelliSite identifies changes to any aspect of the SOW that it deems necessary to complete the work to the original scope, IntelliSite shall provide notice to customer in reasonable detail reflecting such changes, including timing or cost impacts, and Customer shall respond with approval or requests for clarification within two business days of such notice.

IN WITNESS WHEREOF, the Parties have signed this SOW as of the dates set forth below.

[CUSTOMER NAME]

INTELLISITE LLC

By _____
Name Sean Scully
Title City Manager
Date 10/12/2021

By _____
Name Steve Martin
Title CFO
Date 10/12/2021

SCHEDULE 2

SUPPORT SERVICES

[Described support services customer elects, including SLAs.]

More detailed terms of the various support services/options (and appropriate disclaimers) either can be baked into this schedule or could be in a separate document that is referenced by a link here.

1. Basic Support: Upon customer request, IntelliSite will provide remote, dial-in support and diagnostic services for the Products to promote functionality. (add detail)
2. Active Support: IntelliSite to provide periodic monitoring services to monitor status and functionality, with support notifications. (add detail)
3. Eyes-On Monitoring: IntelliSite to provide Active Support, including field-of-view monitoring and diagnostic, with support notifications.

Exclusions: Support Services does not include on-site technician service, except in the case of a warranty claim. On site services available at additional fees.