

RESOLUTION NO. 2020-638
(SWAGIT Productions, LLC)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SWAGIT PRODUCTIONS, LLC TO PROVIDE HANDS FREE VIDEO STREAMING AND BROADCAST SOLUTIONS.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, COVID-19 pandemic of 2020 has created a need for high quality streaming video and broadcast of public meetings; and,

WHEREAS, the City has received \$243,034.30 in federal funds through the CARES ACT to be spent on pandemic related items not previously budgeted for; and,

WHEREAS, the Parker City Council deems it in the best interest of the citizens of the City of Parker to execute an agreement with SWAGIT Productions, LLC for the provision of hands-free video streaming and broadcast solutions; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:

SECTION 1. The Parker City Council authorizes the Mayor to execute the Agreement with SWAGIT Productions, LLC, and all other necessary documents in connection therewith on behalf of the City of Parker. A copy of the Contract is attached to this Resolution as Exhibit A.

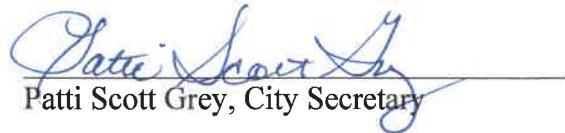
DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 17th day of November, 2020, effective this date.

APPROVED:
CITY OF PARKER


Lee Pettle, Mayor



ATTEST:



Patti Scott Grey, City Secretary

APPROVED AS TO FORM:



Brandon Shelby, City Attorney

**AGREEMENT FOR
VIDEO STREAMING SERVICES**

CLIENT NAME
and
SWAGIT PRODUCTIONS, LLC

This Agreement for Video Streaming Services ("Agreement") is made by and between the **CLIENT NAME, STATE** ("Client"), a municipal corporation with offices at **ADDRESS**, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 N. Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below.

RECITALS

- A. The Client desires to enter into this Agreement in order to obtain video streaming services for scheduled meetings as outlined in the Scope of Services attached as Exhibit "A"; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing video streaming services for businesses and governmental entities, and represents and warrants that it has the skills, qualifications, expertise and experience necessary to perform the work and services to provide and implement video streaming services as described herein in an efficient, cost-effective manner with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for other buyers; and
- D. On the basis of and in reliance upon such representations by Provider and others made herein and in Provider's proposal, the Client desires to engage Provider to provide the work and services described herein under the terms and conditions of this Agreement.

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Provider agree as follows:

1. SERVICES TO BE PERFORMED BY PROVIDER

Provider agrees to perform the following work and services for the Client:

1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.

2. COMPENSATION OF PROVIDER

2.1 Provider agrees to provide all of the services and equipment set forth in the Scope of Services and as described herein for the following amounts:

(a) A one-time charge not to exceed:

(i) **PRICE and No/100 Dollars (\$X,XXX.00)** for Swagit EASE hardware/software and other related (including, without limitation, Remote Installation, Design, Agenda Integration and Additional Upfront) costs (as identified and detailed on the attached Exhibit "A", page 3, "Streaming Video Hardware");

(b) Following the Installation at the site of all equipment and the acceptance thereof by the Client, the Client shall pay to provider a monthly fee in the amount of **PRICE and No/100 Dollars (\$XXX.00)** for on-demand and live video streaming (as identified and described on the attached Exhibit "A", page 3, "Streaming Video Monthly Managed Services").

2.2 Except as set forth herein, payments will be processed on a monthly basis, unless annual billing has been requested, with payment available within 30 days after receipt of an invoice for the previous month's service. All payments pursuant to this Agreement shall be made promptly and without undue delay, and in no circumstance beyond 60 days from the due date.

2.3 Should the Client fail to pay any invoice that is outstanding more than 60 days, a 5% service fee will be applied to the total amount of that invoice, not including any shipping or sales tax.

3. RIGHTS, OBLIGATIONS AND REPRESENTATIONS OF PROVIDER

3.1 Independent Contractor. The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the Client as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the Client. Further, nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the Client to exercise discretion or control over the manner in which Provider performs the work and services, which are the subject matter of this Agreement. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for

any and all damages arising out of Provider's performance under this Agreement.

- 3.2 **Provider's Control of Work.** All services to be provided by Provider shall be performed in accordance with the Scope of Services. Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for and in full control of the work of all such personnel. Provider warrants and represents that all equipment and other goods and materials provided by Provider shall be safe, fully operational, and will not cause injury or damage to any person or property, and that all persons provided by Provider to perform the work and services under this Agreement shall be adequately trained and capable of performing the work and services.
- 3.3 **Reports to the Client.** Although Provider is responsible for control and supervision of work and services performed under this Agreement, the work and services provided shall be acceptable to the Client and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the Client and the right of the Client, as set forth in the Scope of Services.
- 3.4 **Compliance with All Laws.** Provider shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state and local government, which may affect the performance of this Agreement.
- 3.5 **Organization and Authorization.** Provider warrants and represents that: (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and which shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of Provider; (v) has the right and authority to sell the hardware and software to the Client; (vi) all hardware and software shall be in good working order; and, (vii) all licenses and warranties regarding the software and hardware shall be conveyed to the Client.
- 3.6 **No Conflict.** Provider warrants and represents that the execution and delivery of this Agreement and ancillary agreements hereto by Provider does and will not: (i) conflict with, or result in any violation or breach of, any provision of Provider's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which Provider is a party; or (iii) conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to Provider.
- 3.7 **Warranty.** Provider warrants that: (i) any streaming server hardware provided by Swagit (as identified and described in the Scope of Services, page 3, "Streaming Video Hardware") not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal

wear and tear, shall be at the Client's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the Client, for the life of the contract; and (iv) in the event of a complete hardware failure within the warranty period, Provider shall overnight replacement parts and/or a new server at its sole expense.

3.8 **Provider's Service Network.** Provider's content delivery network and service level represents that: (i) it maintains full N+1 redundancy on all service critical-infrastructure in order to protect against outages. Multiple mirror facilities provide diverse geographic redundancy. Within each facility servers have multiple power supplies, network interfaces and RAID protected storage. Provider is connected to upstream bandwidth providers by multiple gigabit uplinks, transitioning to gigabit and ten-gigabit connections to multiple "tier 1" bandwidth providers, offering route diversity and redundancy. These bandwidth providers maintain 24/7 staffs familiar with mitigating Denial of Service attacks, should the need arise, which they have sufficient capacity to absorb-and-filter; (ii) Provider utilizes external, 3rd party monitoring services to track server availability metrics. This service tracks availability from approximately 30 international points which helps isolate regional networking issues, in addition to any centralized failures; (iii) Content is stored and viewable to the public on the Provider's networks for a period of three years or as defined by the managed services agreement. All Content is stored and backed up offline indefinitely for the life of the Agreement. Content can also be stored locally on the Client's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. Client is consulted before they exceed any storage horizon and may extend the window for additional years; (iv) Content is stored in widely accessible formats and is available for export at any time. Exported data will include multimedia content and associated documents in their native format as well as any structured metadata in XML format. Access to exported content can be via FTP but in such an event the Client is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the Client may verify compliance with these policies at any time in consultation with Provider engineers and officers.

4. NOTICE PROVISIONS

Notice. Any notice concerning this Agreement shall be in writing and (i) sent by certified or registered mail, return receipt requested, postage prepaid, (ii) delivered personally, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight; and addresses for such notice are as follows:

To the Client's Authorized
Representative:

CONTACT NAME

To Provider:

David Owusu

POSITION	Director of Streaming
CLIENT NAME	Swagit Productions, LLC
ADDRESS	12801 N. Central Expressway, Ste 900
PHONE	Dallas, Texas 75243
	800-573-3160

Notice shall be deemed given upon receipt by the party to whom it is sent.

5. INDEMNIFICATION

Provider (hereinafter referred to as "Indemnitor") agrees to indemnify, save and hold harmless the Client, any jurisdiction or agency issuing permits for any work under this Agreement, and their respective directors, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all liabilities, damages, losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") for personal injury (including death) or property damage to the extent caused by the negligent act, omission, negligence or misconduct of the Indemnitor, or any of Indemnitor's directors, officers, agents, employees or volunteers. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree in effect at the time services are rendered. Provider shall be responsible for defense, and judgment costs where this indemnification is applicable.

6. INSURANCE

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in **STATE** and until all of their obligations have been discharged and satisfied (and including during any warranty periods under this Agreement), insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services and work hereunder by Provider, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Client in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that may arise out of the performance of the services and work under this Agreement by Provider, its agents, representatives, employees or subcontractors and Provider is free to purchase additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. Provider shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
(Form CG 0001, ed. 10/93 or any replacements thereof)
General Aggregate **\$2,000,000**

Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	Optional
(This coverage must be amended to provide for an each-project aggregate limit of insurance)	

2. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000

3. Professional Liability \$1,000,000

(This coverage must be maintained for at least two (2) years after the project is completed; if coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this Agreement)

B. OTHER INSURANCE REQUIREMENTS: The foregoing insurance policies shall be endorsed to contain the following provisions:

1. The **CLIENT NAME**, its officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to general liability, including liability arising out of activities performed by, or on behalf of, the Provider; products and completed operations of the Provider, and automobiles owned, leased, hired or borrowed by the Provider.
2. The Provider's insurance shall contain broad form contractual liability coverage.
3. The **CLIENT NAME**, its, officers, officials, agents, employees and volunteers shall be additional named insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
4. The Provider's insurance coverage shall be primary insurance with respect to the Client, its, officers, officials, agents, and employees (and must be endorsed to read as primary coverage regardless of the application of other insurance). Any insurance or self-insurance maintained by the Client, its officers, officials, agents, employees, or volunteers shall be in excess to the coverage of the Provider's insurance and shall not contribute to it.

5. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies shall contain a waiver of subrogation in favor of the Client, its officers, officials, agents, and employees.
8. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the **CLIENT NAME**.
9. All insurance policies shall be endorsed to require the insurer to immediately notify the **CLIENT NAME, STATE** of any material change in the insurance coverage.
10. Provider may maintain reasonable and customary deductibles, subject to approval of the Client.
11. Insurance must be purchased from insurers that are financially acceptable to the Client and licensed to do business in the State of **STATE**.

6.1 **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled, or not renewed, except after sixty (60) days prior written notice has been given to the Client, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the Client. Such notice shall be sent directly to:

CONTACT NAME, POSITION

CLIENT NAME

ADDRESS

6.2 **Acceptability of Insurers.** Insurance shall be placed with insurers duly licensed or authorized to do business in the State of **STATE** and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the Client. The Client in no way warrants that the above-required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency. All insurance must be written on forms filed with and approved by the **STATE** Department of Insurance.

6.3 **Verification of Coverage.** Prior to commencing work or services, Provider shall furnish the Client with certificates of insurance (ACORD form or equivalent approved by the Client) as required by this Agreement (and update the same as needed to comply with this Agreement). The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.

Certificates of Insurance shall:

1. List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
2. Specifically set forth the notice-of-cancellation or termination provisions to the **CLIENT NAME**.

All certificates and any required endorsements shall be received and approved by the Client before work commences. Each insurance policy required by this Agreement shall be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal shall constitute a material breach of contract.

All certificates required by this Agreement shall be sent directly to **CONTACT NAME, POSITION, CLIENT NAME, ADDRESS**. The Client reserves the right to request and receive within ten (10) days, complete copies of all insurance policies (certified to be true and correct by the insurance carrier) required by this Agreement at any time. The Client shall not be obligated, however, to review same or to advise Provider of any deficiencies in such policies and endorsements, and such receipt shall not relieve Provider from, or be deemed a waiver of the Client's right to insist on, strict fulfillment of Provider's obligations under this Agreement.

6.4 **Subcontractors.** Providers' certificate(s) shall include all subcontractors as additional insureds under its policies or Provider shall furnish to the Client separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements and all provisions identified above.

6.5 **Approval.** Any modification or variation from the insurance requirements in this Agreement shall be made by the Client's risk manager, whose decision shall be final. Such action shall not require a formal amendment to this Agreement, but may be made by administrative action.

7. DEFAULT AND TERMINATION

7.1 **Events of Default Defined.** The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the Client;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

- 7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the Client;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the Client as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.7 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

7.2 Remedies. The following shall be remedies under this Agreement.

- 7.2.1 Upon the occurrence of any Event of Default, the Client may declare Provider in default under this Agreement. The Client shall provide written notification of the Event of Default and any intention of the Client to terminate this Agreement. Upon the giving of notice, the Client may invoke any or all of the following remedies:
 - 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
 - 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
 - 7.2.1.3 The right to monetary damages;
 - 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
 - 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the Client; and
 - 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.
- 7.2.2 The Client may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event

of Default. The parties acknowledge that this provision is solely for the benefit of the Client, and that if the Client allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the Client be deemed to waive or relinquish any of its rights under this Agreement.

7.3 **Right to Offset.** Any excess costs incurred by the Client in the event of termination of this Agreement for default, or in the event the Client exercises any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before termination of this Agreement for default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the Client the balance upon written demand from the Client.

8. GENERAL PROVISIONS

8.1 **Headings.** The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement.

8.2 **Governing Law and Venue.** This Agreement shall be governed by and administered and interpreted under the laws of the State of **STATE**, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in the State District Court of **COUNTY, STATE**, and the parties agree to submit to the personal and subject matter jurisdiction of said court.

8.3 **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

8.4 **Attorney's Fees.** If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

8.5 **Assignment.** This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be sold, assigned, pledged, subcontracted, transferred or otherwise conveyed by any means whatsoever by either the Client or Provider without prior written consent of the other, and any sale, assignment, pledge, subcontract, transfer or other conveyance by either party without the other party's prior written consent shall be null and void.

8.6 **Conflict of Interest.** Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest.

8.7 **Authority to Contract.** The undersigned officers and/or representatives of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that it has taken all actions necessary to authorize entering into this Agreement.

8.8 **Integration; Modification.** This Agreement represents the entire understanding of Client and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

8.9 **Non-appropriation.** If the Client's **GOVERNING BODY TYPE** does not appropriate funds to continue this Contract and pay for charges hereunder, the Client may terminate this Agreement at the end of the then current fiscal year, or at the time that funds are no longer available to meet the Client's payment obligations hereunder. The Client agrees to give written notice of termination to the Provider at least sixty (60) days prior to any termination for non-appropriation of funds and will pay the Provider in accordance with this Agreement through the date of termination of this Agreement.

8.10 **Subcontractors.** This Agreement or any portion hereof shall not be sub-contracted without the prior approval of the Client. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The Client shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the Client for the proper performance of the work and service of all subcontractors and any acts and omissions in connection with such performance. Nothing in this Agreement shall, or is intended or deemed to, create any legal, contractual or other relationship between the Client and any subcontractor or sub-subcontractor.

8.11 **No Waiver.** The failure by the Client to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by the Client of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies the Client may have arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

- 8.12 **No Third Party Beneficiaries.** This Agreement and all of its provisions are solely for the benefit of Provider and the Client and are not intended to and shall not create or grant any rights, contractual or otherwise, to any third person or entity.
- 8.13 **"Includes".** For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
- 8.14 **Incorporation of Recitals and Exhibits.** The Exhibits and Recitals to this Agreement are incorporated herein and made a part hereof for all purposes.

9. DISCLOSURE OF AGREEMENT; INTERLOCAL ARRANGEMENTS.

- 9.1 **Disclosure of Agreement Terms.** The terms and conditions of this Agreement may be disclosed by either party to other public agencies for the purpose of such other agencies purchasing services under this Agreement pursuant to an interlocal or cooperative arrangement with the Client. In addition, Provider may disclose the terms and conditions of this Agreement in an effort to show that the terms offered to another public agency are fair and reasonable or to determine the best value. It is understood that the Provider shall not be precluded from disclosing the terms and conditions of its form of Service Agreement to any other third party at Swagit's sole discretion and for any reason.
- 9.2 **Included Parties; Interlocal Agreement.** Pursuant to any interlocal, intergovernmental, or other such cooperative agreement with the Client, Provider will accept orders from, and will furnish the Provider's Software, Hardware, Professional Services, and Managed Services as outlined in the Proposal to any governmental agency or other public entity authorized by the Client to use the Proposal, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules.
- 9.3 **Political Subdivision Participation.** The Provider agrees to supply, sell, and contract separately with other similar or related political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Client, based upon substantially the same terms and conditions of this Agreement, with the exception of price schedules, in an effort to establish the terms and conditions as fair and reasonable.

10. DURATION

This Agreement shall become effective on the last day of execution by the parties, and shall continue in force for an initial term of twelve (12) months, unless sooner terminated as provided above. All pricing is to remain firm during the contract period. This Agreement will automatically renew for additional one-year terms unless this Agreement is terminated by either party providing written notice of its intent to terminate the Agreement to the other party not less than sixty (60) days prior to the end of the then current term.

11. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12. COUNTERPARTS; EXECUTION OF AGREEMENT

12.1 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12.2 Execution of Agreement. The Client shall first sign this Agreement in one or more counterparts and deliver them to Provider. This Agreement shall not be effective until Provider accepts and signs this Agreement in one or more counterparts at its corporate offices in Dallas, Texas, and delivers to the Client a counterpart of this Agreement signed by the Client and Provider.

CLIENT NAME



AUTHORIZED REP, POSITION

Swagit Productions, LLC

Bryan R. Halley, President

Attest:



Clerk

Approved as to form:

Attorney

Date of Execution:

EXHIBIT A
SCOPE OF SERVICES



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to *Swagit Productions, LLC*

SWAGIT QUOTE TO: The City of Parker, Texas
Luke Olson, City Administrator (lolson@parkertexas.us)
Created Date: 11/10/2020
Valid for 60 days

COST FY 2020 – Hardware, Licenses, Setup, and Support Services

Item & Description	Quantity	Unit Cost	Up-Front Cost
Avior™ HD – Three (4) Camera Setup • 4 HD PTZ Cameras, 4 Camera Power Connectors, 4 Camera Mounts, 5 Sony - Visca DS-Cables, 2 EASE™ C Encoding Appliance, BM Studio HD Live Production Switcher with Multi-View Monitor, BM HyperDeck Studio Mini with SD cards, Mini Converter SDI Distribution and Bi-Directional HDMI, Avior™ Control Software, PDU Remote Power Switch and Management including Battery Backup, Control Monitors (comes as pair for rack mount; sub required for non-Swagit rack), Presentation Converter/Scaler, Cables, Connectors, Converters, 16U Rack, Rack Shelving and Hardware necessary for installation, CG for Video Graphics/Titles Overlay	1	\$ 41,565.00	\$ 41,565.00
Avior™ Setup, Deployment, and Installation	1	\$ 4,995.00	\$ 4,995.00
Total One Time Cost:			\$ 46,560.00

COST FY 2020 – Monthly Managed Services

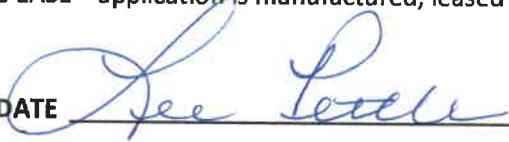
Item & Description	Quantity	Monthly Rate	Annual Cost
Avior™ + EASE™ 50 • Up to 50 Indexed and Archived Meetings per year with Remote Video Production • Up to 120 Hours of Specialty Content Video per year • 24/7 Live Stream • Hands-Free! We do it all for you!	12	\$ 1,695.00	\$ 20,340.00
CaptionPM 50 • Up to 50 Meetings per year • Closed Captions added to the Archived Meeting Videos with a 4-day Turnaround • Cost estimate based on a 2 hour average meeting duration • Transcript Included	12	\$ 565.00	\$ 6,780.00
Total Annual Cost:			\$ 27,120.00



P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to *Swagit Productions, LLC*

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE

A handwritten signature in blue ink that appears to read "Lee Petelle".

11-20-20

CONTACT NAME

Luke Olson

PHONE NUMBER

(972) 442-6811