

**TWELFTH RENEWAL
CLAY COUNTY AGREEMENT/CONTRACT #07/08-130**

This Twelfth Renewal to Clay County Agreement/Contract #07/08-130 (“Twelfth Renewal”) is entered into this _____ day of _____, 2020 (“Effective Date”), by and between CLAY COUNTY, a political subdivision of the State of Florida (the “County”), whose address is P.O. Box 1366, Green Cove Springs, Florida 32043, and SWAGIT PRODUCTIONS, LLC, a Texas limited liability company, whose address is P.O. Box 251002, Plano, Texas 75025-1002 (“Swagit”).

RECITALS

WHEREAS, on August 26, 2008, the County and Swagit entered into Agreement/Contract #07/08-130 (“Agreement”), a copy of which is attached hereto and incorporated herein as Attachment 1, to provide a networked video editing, storage, and streaming distribution system for the County (“System”), as outlined in Bid No. 07/08-22; and

WHEREAS, the term of the Agreement provides for yearly renewals upon written approval of the County as stated on page one of the Agreement; and

WHEREAS, the County and Swagit have continued to renew the Agreement by and through yearly renewals One through Eleven and now wish to renew the Agreement for an additional one (1) year term through this Twelfth Renewal; and

WHEREAS, the County and Swagit entered into the Eleventh Renewal to add closed captioning capabilities to its existing System and provide additional equipment and services for the closed captioning capabilities; and

WHEREAS, the County and Swagit wish to enter into the Twelfth Renewal wherein Swagit will continue to provide closed captioning service to its existing System along with the services and equipment listed in the Quote, attached hereto and incorporated herein as Attachment 2, under the same terms of the Agreement and this Twelfth Renewal.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth in this Twelfth Renewal, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, and all objections to the sufficiency and adequacy are hereby waived, the parties hereby agree as follows:

1. Swagit shall continue to provide services under the terms stated in the Agreement, as modified by renewals One Through Eleven and this Twelfth Renewal, for an additional one (1) year term, extending the Agreement from the Effective Date through **August 26, 2021**.
2. Swagit shall provide the services and equipment stated in Swagit’s Quote (Attachment 2) for the total amount of **\$48,755.00** for the 2020/2021 term that runs through August 26,

2021. The contract amount shall be invoiced and paid in accordance with the terms of the Agreement and the Local Government Prompt Payment Act.

- 3. The County's Standard Addendum to All Contracts and Agreements and the Scrutinized Companies Certification are attached hereto and incorporated herein by reference as Composite Attachment 3.
- 4. It is further agreed that this Twelfth Renewal shall not alter or change in any manner the force and effect of the original Agreement, as modified by renewals One through Eleven, except insofar as the same is altered and amended by this Twelfth Renewal.

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Renewal to the Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

SWAGIT PRODUCTIONS, LLC, a
Texas limited liability company

CLAY COUNTY, a political subdivision
of the State of Florida, by and through
its Board of County Commissioners

By: _____

By: _____

Gayward F. Hendry
Its Chairman

(PRINT NAME)

Date _____

Its: _____

Date _____

ATTEST FOR CLAY COUNTY:

Howard Wanamaker
County Manager and Clerk of the
Board of County Commissioners

ATTACHMENT 1

CLAY COUNTY AGREEMENT/CONTRACT NO. 07/08- 130

AGREEMENT FOR CLAY COUNTY'S ON-DEMAND VIDEO AND LIVE
STREAMING SERVICES

This Agreement is made and entered into this 26 day of August, 2008, between CLAY COUNTY, Florida, hereinafter referred to as "Clay County," and **SWAGIT PRODUCTIONS, LLC**, a Texas Limited Liability Company, hereinafter referred to as "Swagit," which is effective upon approval of services by both parties.

Clay County and Swagit, for and in consideration of the terms and conditions contained below, agree as follows:

Scope of Services

Swagit shall provide a networked video editing, storage, and streaming distribution system for Clay County. Swagit shall provide the products and services in accordance with the terms and conditions outlined in Bid No. 07/08-22 and as outlined in Swagit's proposed service quote/bid, attached hereto as Exhibit "A," (contract document) and incorporated as part of this agreement.

Terms of Contract

The initial term of this contract shall be a period of twelve (12) months commencing upon the date executed by both parties. This Service Agreement shall renew for additional one (1) year periods, with the written approval of Clay County, unless either party gives written notice of intent to terminate this Service Agreement at least (60) days prior to the end of the initial term or the renewal term, as applicable. All payments shall be made by the County in accordance with the Local Government Prompt Payment Act.

Compensation and Method of Payment

The parties agree that Clay County will compensate Swagit for all goods and services provided pursuant to Exhibit A. Should Clay County choose to receive new or upgraded goods or services provided by Swagit, additional compensation to Swagit may be necessary if applicable. Swagit recognizes that this contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Clay County shall pay the full amount billed within forty five (45) days after receipt of a proper invoice.

Notices

Unless otherwise instructed in writing, Clay County shall address all contractual notices or communications to Swagit at the following address:

**SWAGIT PRODUCTIONS, LLC
P. O. Box 251001
Plano, Texas 75025-1002**

Complete Contract

This contract supersedes any and all other agreements, excluding the county's purchase order, either oral or in writing, between the parties with respect to the subject matter of this contract. Any other agreement, statement, or promise that is not contained in this contract is not valid or binding. The parties agree that this contract, its attachments, and Bid No. 07/08-22 constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this agreement through an executed written instrument.

Choice of Law/Forum

The County and vendor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the law of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of the contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

Severability

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

Termination

The County may terminate this Contract for its convenience. In this event, the Vendor shall be compensated for work satisfactorily completed and for irrevocable commitments made.

Clay County Standard Addendum is attached hereto and made a part of this agreement.

SWAGIT PRODUCTIONS, LLC.
a Texas Limited Liability Company

By: [Signature]

Title: President

Date: 9/10/2008

CLAY COUNTY, a political subdivision of
the State of Florida by and through its
Board of County Commissioners

By: [Signature]
George A. Bush, Chairman

Date: 8/26/08

ATTEST:

[Signature]
Fritz A. Behring, Clerk of the Board

I hereby certify that this document consisting of 19 page[s] and further identified as [A/C 07/08-130] is a true and correct copy of the original maintained in the custody of Fritz Behring as County Manager and Ex-Officio Clerk of the Board of County Commissioners of Clay County, Florida, this 15 day of Sept, 2008.

By: [Signature], Deputy Clerk
[Not Valid without the seal of the Board]

**STANDARD ADDENDUM TO ALL CONTRACTS
AND AGREEMENTS**

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

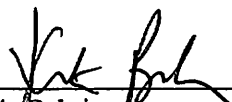
10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

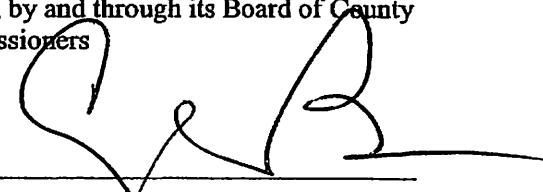
COUNTY:

ATTEST:

Clay County, a political subdivision of the State of Florida, by and through its Board of County Commissioners



Fritz A. Behring
County Manager and Clerk of the
Board of County Commissioners


By: _____

Its Chairman

SWAGIT PRODUCTIONS, LLC.

By: 

Its President

Exhibit "A"



Swagit Streaming Services for Local Government

Swagit Productions, LLC
P.O. Box 251002
Plano, TX
75025-1002

Tel: 1-800-573-3160
Intl: 214-432-5905
Fax: 214-750-9513
Web: www.swagit.com



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Introduction

Summary of Problem

Clay County currently broadcasts audio and video feeds of county council meetings on its public access channel. Recognizing the benefit citizens stand to gain from viewing this important content outside of the times it currently airs, as well as the supplemental benefits of online viewing, the county wishes to implement a LIVE and on-demand video streaming system.

Proposed Solution

Swagit puts forward a proposal for a hosted video streaming solution built around our Extensible Automated Streaming Engine (EASE) software framework.

This completely hands-off solution meets the current and future needs of Clay County without creating any additional work for county clerks or webmasters.

The Swagit Advantage

Increased Productivity

Swagit's completely hands-off solutions allow our clients to effortlessly implement and maintain streaming video with minimal initial and no ongoing involvement is necessary from county clerks, webmasters or other technical staff.

Knowledge of Industry

Our early start, serving video for major metropolitan television and newspaper clients in the formative days of streaming video, built the strong foundation upon which we now serve local government.

Cost Savings

Swagit's dynamic structure allows us to operate without many of the overhead costs typically incurred by our competitors. This results in cost savings that we are able to directly pass on to our clients.

Commitment to Customer Service

By structuring itself as a service provider, rather than a one-off supplier of products, Swagit confirms and recognizes our commitment to our customers as our biggest asset.



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Quality

Akin to the best football offense being a good defense, it is our belief that the creation and maintenance of strong product lines is the best tool for driving future growth.

Custom Solutions

Swagit has qualified software developers on staff who are ready to customize an existing solution for your specific requirements. We can also develop entirely new solution directly to your specifications.

Samples

City of Houston, Texas (city council, P&Z, Parking Commission)

http://houstontx.city.swagit.com/City_of_Houston_TX_Council/

City of Plano, Texas (city council, P&Z, weekly magazine show)

http://planotx.city.swagit.com/City_of_Plano_TX_Council/

City of Allen, Texas (city council, P&Z, monthly magazine show)

<http://www.cityofallen.org/city6/vod.htm>

City of Colleyville, Texas (city council)

<http://colleyvilletx.city.swagit.com/>

City of Edmond, Oklahoma (city council, planning commission)

<http://edmondok.com/living/eltv/archive>

City of Garland, Texas (Live Stream)

<http://live.swagit.com/garlandtx>

Houston Chronicle

<http://www.chron.com/entertainment/movies>

WBRZ (ABC Affiliate) and The Advocate, Baton Rouge, LA

<http://www.2theadvocate.com/>



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Detailed Solution/Proposal

Pricing

Non Recurring Costs

Server Hardware (can be supplied by county)

Dell Rack Mount Server - PowerEdge 1950	\$1,599.00
Dual Core Intel® Xeon® 5110, 4MB Cache, 1.60GHz, 1066MHz FSB	
Dual Processor Capable for Quad Core Performance	
1GB 667MHz (2x512MB), Single Ranked DIMMs	
80GB, SATA, 3.5-inch, 7.2K RPM Hard Drive	
3Yr BASIC SUPPORT: 5x10 HW-Only, 5x10 NBD Onsite	

Rack Mounting Equipment (if necessary)

Rack Mount Kit for PowerEdge 1950	\$249.00
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Other Hardware

Viewcast Osprey-230 Video Capture Card	\$420.00
Upgrade to Simultaneously Support Multiple Live Streams With On Demand Capture	\$369.00



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Non Recurring Costs, Continued...

Software

Swagit EASE Encoder Software \$3,925.00

Provisioning

Hardware and Software \$360.00

Operating System Installation, Swagit EASE
Encoder Software Installation, System Burn-in

Web Site Integration

Custom Video Library Design \$575.00

Custom Player Design \$385.00

Installation

Onsite (1 day) \$680.00

Remote (1 day) \$375.00



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Monthly Recurring Costs

Swagit Managed Services

Meeting Indexing and Cross Linking

Timecoding of Meeting Video Against
Agenda/Minutes

On-Demand Video Hosting

Flash, Windows Media, QuickTime, Real
Unlimited Data Transfer

18 Months Data Storage

Turn Around Streams

Manual Encoding of Pre-Edited Content
Uploaded via FTP

All Custom Content

Includes Magazine Shows, PSA, and Other
Special Features

Package 3 – Up To 12 Meetings Per Month

On-Demand/LIVE(No staff involvement) \$1,500.00

Each Additional On-Demand Meeting \$70.00

Optional Upgrades

Each Month of Storage Beyond 18 Month Window \$39.00



Services to be Provided

At the core of our proposal is Swagit's Extensible Automated Streaming Engine (EASE). Built upon years of industry experience, EASE is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. You may find it helpful to refer to the figure on page 14 for an overview of the following concepts.

Video Capture and Encoding

In order to minimize impact on the county's network, all disk space intensive storage tasks and bandwidth intensive delivery tasks are offloaded to Swagit's Content Network.

The EASE encoding software is deployed on commodity computing hardware supplied either by Swagit's preferred vendors, or by the county's existing vendors in consultation with Swagit. In many cases Swagit is able to repurpose existing hardware from previous projects (video related or otherwise) to further reduce up front capital expenditure.

Although minimum required system specifications are dependent on service configuration, the following is typically sufficient for combined live and on-demand operation:

- Pentium 4 2.8GHz processor
- 512MB of memory
- 10GB of disk space
- Microsoft Windows XP or 2003
- Viewcast Osprey capture card

Once deployed, Swagit's EASE Encoder records content according to your broadcast schedule and stores broadcast quality MPEG-2 video ready for further compression to Flash, Windows Media, QuickTime, and Real streaming formats or direct authoring to DVD.

At the conclusion of each recording session Swagit's EASE Encoder transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for on-demand streaming.



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Indexing and Cross Linking

Once the audio/video content tagged for indexing reaches the Swagit Content Network, our video editors are alerted so they may begin the indexing process. Using your published meeting agendas, or other directions, as a guide, they annotate your content by adding jump-to points with specific item headings which give users the greatest possible flexibility to find the specific content they need. With the help of these jump-to points, users can step through video by searching for or clicking specific items.

If meeting packets or other related information are available online, our editing staff will link to them directly from the video player for easy access.

Turn Around Streams and Custom Content

With the growing adoption of easy to use video editing tools, many counties are building complex production studios that may have been cost prohibitive just a few short years ago. This creates opportunities for easy creation and presentation of limited-use or online-only content such as training videos, helpful tips for existing citizens, or county showcases to help attract new ones.

As a courtesy, Swagit gives clients File Transfer Protocol (FTP) access to a secure area in which they may upload any audio/video files which are then turned around to them in our standard encoding formats for inclusion anywhere on the county website or beyond. Swagit also offers in-house digitizing services for encoding of content from tape or DVD.

Swagit provides all clients with free access to a selection of rich-media content from the Navy/Marines, Air Force, and Army by way of a military gallery that is customized to a client's look and feel.

Document Management System Integration

Through our partnerships with document and other content management system developers, Swagit is often able to reference and link to materials created prior to or during meetings. As more counties adopt these wide ranging systems to achieve truly paperless operations, Swagit is there to integrate and help recognize ancillary benefits for citizens such as: increased transparency and accessibility in government as well as increased productivity for staff.



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Archiving

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our standard packages include 40GB of storage, enough for approximately one full year of normal council, and planning & zoning meetings.

As clients approach prearranged storage allowances, they may choose to extend those allowances or begin removing old audio/video content in accordance with a storage horizon plan. Alternatively, Swagit can assist clients in adding supplemental storage to their Swagit EASE Encoder, directly or externally, to facilitate more cost effective long-term archiving of content while still maintaining online availability.

Presentation

Once integrated into the linking structure of the county website, the customized video library becomes the portal through which users access your audio/video content. As new content is added, it automatically becomes available in the county's library without any work by the county webmaster.

By navigating through the video library, user can view a list of meetings chronologically or unleash the power of the jump-to markers to search for specific points within individual audio/video clips. When it comes time to view these clips they are presented in a similarly customized player, presenting a consistent look to all aspects of the county website.

Video PodCasting, as offered by Swagit, is a great way to extend accessibility and adoption of your audio/video content. Building on the popularity of Apple's iPod video player, PodCasting technology allows users to subscribe to automatically published content feeds. New content becomes immediately available in their audio/video library and is subsequently synched to their portable devices the next time they are connected.

Our support of Macromedia Flash based delivery allows for innovative inclusion of no click audio/video players directly on the county website, optionally allowing users to take that content and embed it in their own websites or blogs.



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Delivery

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit delivers content in all four of the major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support the emerging Flash format that has seen recent widespread use, powering several large sites including YouTube and MySpace.

By delivering content in a range of frame sizes and streaming bandwidth combinations Swagit ensures your content is accessible on the widest possible range of platforms and Internet connection types, offering superior quality to those on high speed DSL, cable or fiber connections and accessibility to those with low bandwidth mobile devices.

Our local points of presence ensure your audio/video content is delivered to your citizens and staff in the most efficient manner, minimizing buffering time and providing optimal viewing quality.

Monitoring and Statistics

Swagit is constantly monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized NetTracker software. NetTracker generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter.



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While our choice of quality hardware vendors, and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed.

Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

All support offerings come at no additional cost and extend from project initiation through the entire lifetime of the managed services contract.

Future Directions

Many of Swagit's recent and best innovations are built at the suggestion of our valuable clients.

Swagit is seeking to further its partnerships with clients by having them assist in the continuing development of our service offerings. In exchange for their input on features and functionality, these clients will receive custom software developed to their specifications at a substantial discount to the rate at which those features will be offered to other clients, now and in the future.

Swagit has resources committed to developing a wider range of meeting preparation, management, tracking and feedback tools and makes considerable efforts to attend county technology conferences to discuss the latest innovations in the industry.



Implementation Timeline

Week 0 - Project Initiation/Design

- Proposal
- Site inspection and installation checklist created in consultation with county channel engineers and I.T. staff

Week 1 - Hardware Provisioning/Development

- Hardware purchased (if applicable)
- Hardware assembled by Swagit engineers
- Operating system installed and configured per installation checklist
- Swagit EASE Encoder software installed
- System burn-in testing conducted under fail-test load
- Hardware sign off by Swagit

Week 2 - Web Element Design

- Video library and player designed by Swagit in consultation with county webmaster
- Linking instructions provided to county webmaster
- Design sign off by county

Week 3 – Deployment/Implementation

- Onsite hardware installation completed
- Remote configuration and testing of audio/video feed quality by Swagit engineers
- Confirmation of correct video library linking and integration with county website
- Installation sign off by Swagit

Week 4 - Acceptance Testing

- Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- Final signoff by county and fulfillment of purchase order

Deliverables

- Installation checklist
- Configured, tested and installed Swagit EASE Encoder
- Secure FTP account for pre-edited digital content
- Customized video library
- Customized video player
- Monthly usage statistics



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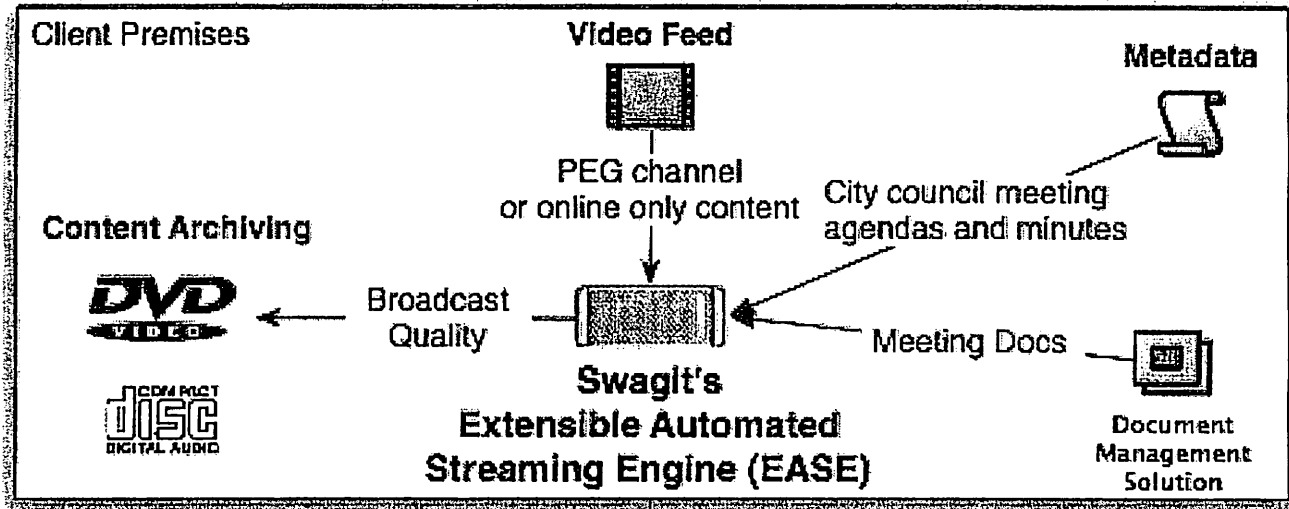
Conclusion

Swagit's proposed solution, backed by our strong industry experience and innovative approach, presents a sound answer to Clay County's stated video streaming needs, both now and in the future.

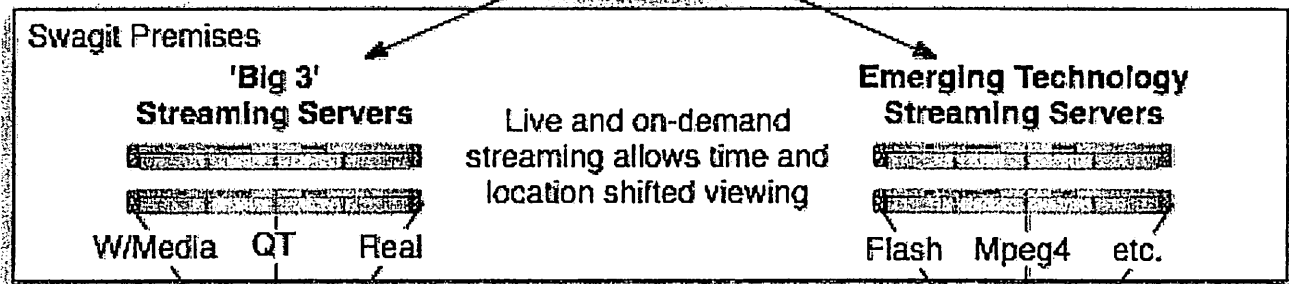


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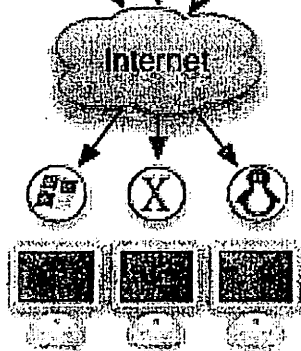
Key Components of Swagit's 'Hands-off' Live & On-Demand Streaming for Local Government



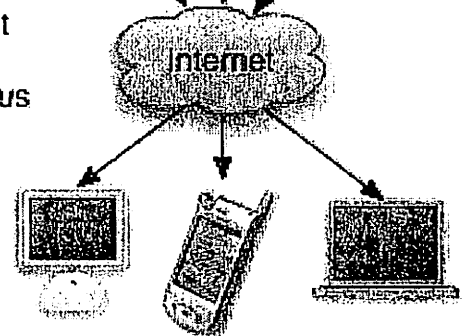
One single stream reduces bandwidth requirements



High bandwidth Internet connections scale to thousands of simultaneous viewers



<http://www.swagit.com>



ATTACHMENT 2



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:

Melinda Sturdivant (Melinda.Sturdivant@claycountygov.com)

Created Date: 6/15/2020

Valid for 60 days

COST FY 2020-2021- contract #07/08-130

<i>Item & Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Cost</i>
Content Delivery Package 3: Up to 144 indexed meetings per year, 24/7 Live Stream and 6 hours of specialty per month	12	\$ 1,500.00	\$18,000.00
Social Media ExStream: Stream live events to social media platforms via existing Swagit EASE system	12	\$125.00	\$1,500.00
Playback365 Annual Maintenance & Support Plan	12	\$91.25	\$1,095.00
Closed Caption Service: Live and video on-demand closed captioning for 80 meetings per year, with a VOD captions turnaround time of 4 - 5 business days from the end of the meeting.	12	\$2,346.667	\$28,160.00
Total			\$48,755.00

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 _____

CONTACT NAME _____

PHONE NUMBER _____

COMPOSITE ATTACHMENT 3

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1).

Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

- (a) entered into or renewed on or before September 30, 2016, and :
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

- (b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
 - (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - (iv) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

- (c) entered into or renewed on or after July 1, 2018, and:
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

ATTEST FOR CLAY COUNTY:

Howard Wanamaker, County Manager and
Clerk of the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gayward F. Hendry
Its Chairman

Contractor Name: Swagit Productions, LLC

By: _____

Printed Name: _____

Title: _____

Scrutinized Companies Certification

[Clay County: Twelfth Renewal to Agreement/Contract #07/08-130]
INSERT PROJECT NAME

Name of Company:¹ Swagit Productions, LLC

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Swagit Productions, LLC
P.O. Box 251002
Plano, TX 75025-1002

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.