

**AGREEMENT FOR  
VIDEO STREAMING SERVICES**

**CITY OF SIGNAL HILL  
and  
SWAGIT PRODUCTIONS, LLC**

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This Agreement for Video Streaming Services ("Agreement") is made by and between the City of Signal Hill, California ("City"), a municipal corporation with offices at 2175 Cherry Avenue, Signal Hill, California 90755, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 12801 North Central Expressway, Suite 900, Dallas, Texas 75243 effective as of the date written below. The City and Provider shall be jointly termed the "Parties" where appropriate in context.

**RECITALS**

- A. The City 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 availability 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 City 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 City and Provider agree as follows:

## 1. SERVICES TO BE PERFORMED BY PROVIDER

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

- 1.1 Provider agrees to provide the work and services as set forth in the Scope of Services.
- 1.2 Without limiting the foregoing provisions of Section 1.1, the services to be provided by Provider include the installation ("Installation") by Provider of all hardware, software, cameras, wiring, and related equipment and materials identified and described in the Scope of Services (collectively, the "Equipment") within the City of Signal Hill chambers located at; 2175 Cherry Avenue, Signal Hill, California 90755 (the "Site"). Before installing the same, Provider shall deliver to the City, for review and consideration of approval, drawings or plans and specifications for such Installation. The City's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the City that the Installation or related plans comply with any specifications therefor or with any applicable governmental laws, rules, codes, standards, or regulations.

## 2. COMPENSATION OF PROVIDER

- 2.1 Provider agrees to provide all of the services set forth in the Scope of Services, including Installation of the Equipment on the Site, and as described herein for the following amounts:
  - (a) A one-time charge not to exceed:
    - (i) **Twenty-Four Thousand Seven Hundred Seventy and No/100 Dollars** (\$24,770.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation and 15 years of Migration) costs (as identified and detailed on the attached Exhibit "A", page 3, "Streaming Video Hardware"); and
    - (ii) **Forty-Five Thousand Eight Hundred Fifteen and No/100 Dollars** (\$45,815.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 5, "Avior Broadcast System"); and
    - (iii) **Nine Thousand Nine Hundred Ninety-Five and No/100 Dollars** (\$9,995.00) for closed captions hardware and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 3, "*Captions Encoders*"); and
  - (b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the City, the City shall pay to Provider a monthly fee in the amount of **Two Thousand Six Hundred Ten and No/100 Dollars** (\$2,610.00) for on-demand video streaming, live video streaming, English and

Spanish closed captions, and remote switching (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 City 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 City 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 City. 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 City 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 City. 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 City 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 City and the right of the City, 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 City; (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 City.
- 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 Camera and Broadcast Operations. Although Provider is responsible for control and supervision of work and services performed under this Agreement, the City understands that the operation of the camera and broadcast system can be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and outbound UDP ports 53, 123. The City will need to supply the Provider with access to such TCP and UDP ports with respect to the City's Internet connection. If, such access is not given or the City's Internet connection fails during operations, the Provider will not be held responsible for remote camera operations. Additionally, in the event the Provider decides to operate such system manually, the City shall provide access to the equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*") at the Site described in Section 1.2, above.
- 3.8 Warranty. Provider warrants that: (i) any streaming server hardware provided by Swagit 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 City's expense; (iii) all proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "*Avior Broadcast System*"), shall be replaced or fixed with respect to each components manufacturer's warranties; and, (v) all hardware and software for the caption equipment (as identified and described in the Scope of Services, page 3, "*Captions Encoder*"), shall be replaced or fixed with respect to each components manufacturer's warranties.

3.9 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 on Provider's networks and viewable to the public for a period of three years or as defined by the managed services. All content is stored and backed-up offline indefinitely during the service term. Content can also be stored locally on the City's network for an indefinite period of time limited only by storage capacity, with the added benefit of cached delivery to local users. City 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 City is encouraged to provide a portable hard drive to ease the transition of storage and bandwidth intensive content; and (v) the City 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 City's Authorized Representative:

Joe Hoefgen  
Interim City Manager  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755  
562-989-7305

To Provider:

David Owusu  
Director of Streaming  
Swagit Productions, LLC  
12801 N. Central Expressway, Ste 900  
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 City, 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 claims, demands, liabilities, damages, losses or expenses of any kind (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) (hereinafter collectively referred to as "Claims") in law or equity, to person or property (including wrongful death) in any manner arising out of, pertaining to, or incident to any alleged 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 California 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 City 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	\$1,000,000
Disease-Each Employee	\$ 500,000
Disease-Policy Limit	\$ 500,000
3. <u>Professional Liability</u>	\$1,000,000
4. <u>Cyber-Liability</u>	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

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

1. The City of Signal Hill, 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 City of Signal Hill, 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 City, 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 City, 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 City, 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 City of Signal Hill.
  9. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Signal Hill, California of any material change in the insurance coverage.
  10. Provider may maintain reasonable and customary deductibles, subject to approval of the City.
  11. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of California.
- 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 City, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the City. Such notice shall be sent directly to:
- Kim Boles  
Deputy City Clerk  
City of Signal Hill  
2175 Cherry Avenue  
Signal Hill, CA 90755**
- 6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the City. The City 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 California Department of Insurance.
- 6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) 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 City of Signal Hill.



All certificates and any required endorsements shall be received and approved by the City 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 **Kim Boles, Deputy City Clerk, City of Signal Hill, 2175 Cherry Avenue, Signal Hill, CA 90755**. The City 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 City 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 City'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 City 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 City'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

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 City;
- 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 City;
  - 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the City 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 City may declare Provider in default under this Agreement. The City shall provide written notification of the Event of Default and any intention of the City to terminate this Agreement. Upon the giving of notice, the City 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 City; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The City 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 City, and that if the City 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 City be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 Liquidated Damages for Premature Termination. In the event the City cancels, terminates, or attempts to cancel or terminate this Agreement prior to the commencement by Provider of the services set forth in the Scope of Services, Swagit shall be entitled as its sole remedy to terminate this agreement and recover as liquidated damages and not as a penalty, the sum of \$4,285.00. The Parties acknowledge that, after

due consideration of alternative measurement of damages, acknowledge that Provider's damages in such circumstances are difficult or impossible to calculate with precision; accordingly, the Parties reasonably estimate that the aforementioned liquidated damages would compensate Provider for failure of the City to proceed with full performance of the Agreement.

- 7.3 Right to Offset. Any excess costs incurred by the City in the event of termination of this Agreement for default, or in the event the City 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 City the balance upon written demand from the City.

## 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 California, 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 Los Angeles County, California, 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 City 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 City 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 City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City 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 City's payment obligations hereunder. The City 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 City. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The City shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the City 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 City and any subcontractor or sub-subcontractor.
- 8.11 No Waiver. The failure by the City 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 City 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 City 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 City 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. DURATION

This Agreement shall become effective on September 30, 2022, and shall continue in force for an initial term of twelve (12) months expiring on September 29, 2023, unless sooner 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 expiration of the then- current term. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term. All pricing shall remain firm during the initial term of this Agreement and continuing through the expiration of an additional one-year term if exercised as provided above, 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.

## 10. 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.

## 11. COUNTERPARTS; EXECUTION OF AGREEMENT

- 11.1 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.
- 11.2 Execution of Agreement. The City 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 City a counterpart of this Agreement signed by the City and Provider.

**City of Signal Hill**

**Swagit Productions, LLC**

\_\_\_\_\_  
Joe Hoefgen, Interim City Manager

\_\_\_\_\_  
Bryan R. Halley, President

\_\_\_\_\_  
Date of Execution:

\_\_\_\_\_  
Date of Execution:

**ATTEST:**

By: \_\_\_\_\_  
Carmen R. Brooks  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**EXHIBIT A**

**SCOPE OF SERVICES**

## *Scope of Services – Exhibit A*

### EASE Solution

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Built upon years of industry experience, Extensible Automated Streaming Engine (EASE) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for clerks or webmasters.

- **Video Capture and Encoding**

EASE Encoder records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from client staff. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit's EASE solution integrates with all Document/Agenda Management solutions.**

- **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 includes unlimited storage of meetings.

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips. Meetings typically begin to post to a VOD account within 3-4 hours from the end of a meeting, depending on the client's connectivity speed and bandwidth. Notwithstanding any technical or network issues, fully indexed meetings are available on a client's site in less than 24 hours.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit by default delivers content in the HTML5 streaming video format. This format has proven itself as the format of choice from such vendors as YouTube, Google Video, Facebook, ABC and NBC/Universal.



# EASE Solution

## •Monitoring

Swagit is 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.

## •Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics 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. 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.



# Investment-Streaming Video

## Streaming Video Hardware

Item Description	Type	Up-front Cost
Hardware/Software/Provisioning	2U	\$24,770.00
<b>CaptionPrime Streaming Appliance:</b> EASE Captioning Encoder with One baseband HD-SDI or HDMI capture up to 1080p30, embedded audio or One IP H.264 encode/transcode single channel license or HEVC SD/HD encoding/transcoding. Includes EASE Software Tools, System Burn-in, Rackmount Kit, Branded Video Library Design, Branded Player Design, Closed Caption Software for Web Captions, Remote Installation, Migration of 15 Years of Content from Previous Vendor and Swagit's 3 Year Full System Warranty.		

## Captions Encoder

Item Description	Up-front Cost
<b>SDI CC Encoding Hardware:</b> HD492 is a three gigabits level B, high definition, serial digital interface closed caption encoder with audio and captions over IP. Synchronization of live captions and program video/audio with CCMATCH technology. Unit has an additional built-in SDI decoder output to show on-screen caption burn-in. Simultaneous support for two languages.	\$9,995.00

## Streaming Video Monthly Managed Services

Item Description	Monthly Cost
<b>Package 1:</b> Up To 25 Indexed Meetings per year (EASE) - Includes Media On-Demand, 24/7 LIVE Stream and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	\$2,610.00
<b>Includes:</b> Remote switching for up to 25 meetings per year. Live and video on-demand closed captioning, in English, for 25 meetings per year. Automated closed captions in Spanish for 25 meetings per year. VOD captions turnaround time of 4 - 5 business days from the end of the meeting.	

## Optional Services/Overages/Individual Pricing

Item Description	Cost
Each Additional Indexed On-Demand Meeting	\$150.00
Each Additional Captioned Meeting	\$630.00
Each Additional Remotely Switched Meeting or Event	\$250.00
Programming, Development or Design Implementation	\$120.00/hour

# Broadcast System- Avior

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Built upon years of industry experience, Avior is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Avior system remotely from their facility in Dallas, Texas. The Avior system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE, Avior can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.

Avior enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior is an invaluable integration of camera-control with switcher operations for use with live production setups like chambers, churches, meeting rooms, and more.



Avior includes 2-4+ HD robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance. They have the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output via SDI and HDMI. They also support both RS232 and RS422 control signals. In addition the cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

# Investment – Avior Broadcast System

QTY	Item Description	Price
4	HD PTZ Camera	
4	Camera Power Connectors	
4	Camera Mounts	
5	Sony- EVI DS-Cable- to daisy chain cameras	
1	EASE-C	
1	BM Studio HD Live Production Switcher with Multi-View Monitor	
1	BM HyperDeck Studio Mini with SD cards	
1	Mini Converter SDI Distribution and Bi-Directional HDMI	
1	Avior Control Software	
1	PDU Remote Power Switch and Management including Battery Backup	
1	Control Monitors	
1	Presentation Converter/Scaler	
1	CG for Video Graphics/Titles Overlay	
1	Cables, Connectors, Converters, 16U Rack and Hardware necessary for installation	
1	Labor & travel required to install, hook-up and provisioning	
<b>Total Cost for Camera System &amp; Installation</b>		<b>\$45,815.00</b>

**Cameras can be controlled locally by the client or remotely by Swagit's staff.**