

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SWAGIT PRODUCTIONS, LLC FOR LIVE AND ON-DEMAND STREAMING SERVICE EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$110,894.63, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison (“Town”) and Swagit Productions, LLC (“Swagit”) entered into an agreement for live and on-demand video streaming services and equipment on April 10, 2009 (the “Agreement”), a copy of which is attached to this Resolution as **Exhibit A**; and

**WHEREAS**, in October 2016, the parties executed a first amendment to the Agreement (the “First Amendment”) for the purpose of expanding the services and equipment provided to the Town, a copy of which is attached to this Resolution as **Exhibit B**; and

**WHEREAS**, the City Council now desires to authorize a second amendment to the Agreement (the “Second Amendment”) to provide for the purchase and installation of additional equipment from Swagit under the Agreement, as previously amended by the First Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The City Council hereby approves the Second Amendment to the Agreement between the Town of Addison and Swagit Productions, LLC, for the purchase and installation of additional equipment in an amount not to exceed \$110,894.63, a copy of which is attached to this Resolution as **Exhibit C**. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **12<sup>th</sup>** day of **OCTOBER, 2021**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

\_\_\_\_\_  
Irma Parker, City Secretary

**EXHIBIT A**

Original Agreement between the Town of Addison  
and Swagit Productions, LLC dated April 10, 2009

(attached)

**AGREEMENT FOR  
LIVE AND ON-DEMAND VIDEO STREAMING SERVICES**

**TOWN OF ADDISON  
and  
SWAGIT PRODUCTIONS, LLC**

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This Agreement for Live and On-Demand Video Streaming Services ("Agreement") is made by and between the Town of Addison, Texas ("Town"), a municipal corporation with offices at 5300 Belt Line Road, Dallas, Dallas County, Texas 75254, and Swagit Productions, LLC, ("Provider") a Texas Limited Liability Company, with offices at 1108 W. Parker Rd., Ste. 108, Plano, Texas 75075 effective as of the date written below.

**RECITALS**

- A. The Town desires to enter into this Agreement in order to obtain Live and On-Demand Video streaming services for scheduled Council meetings as outlined in the Scope of Work/Service Proposal document; and
- B. Provider has available and offers to provide the personnel necessary to provide said services in accordance with the Scope of Services included in this Agreement (see Exhibit A attached hereto and incorporated herein); and
- C. Provider is in the business of providing Live and On-Demand 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 Live and On-Demand 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 Town 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, the Town and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

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

- 1.1 Provider agrees to provide the work and services as set forth in detail in Exhibit "A" (entitled "Scope of Services" and so called herein) attached hereto and hereby incorporated as part of this Agreement. All of the terms and conditions set forth and

**AGREEMENT FOR LIVE AND ON-DEMAND VIDEO STREAMING SERVICES**  
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pertaining to the services in Exhibit "A" shall be incorporated in this Agreement as if fully set forth herein.

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, microphones, wiring, and related equipment and materials identified and described in the attached Exhibit "A" (collectively, the "Equipment") within the Town of Addison City Council chambers located at Addison Town Hall, 5300 Belt Line Road, Dallas, Texas 75254 (the "Site"). Before installing the same, Provider shall deliver to the Town's Director of Information Technology (the "Director"), for review and consideration of approval, drawings or plans and specifications for such Installation. The Town's approval of any Installation or related plans does not and shall not constitute a representation or warranty by the Town 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 and Equipment set forth in Exhibit "A" and as described herein for the following amounts:

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

(i) **Seven Thousand Four Hundred Fifty-Three and No/100 Dollars** (\$7,453.00) for Swagit EASE hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 7, "Non Recurring Costs" under "Package 1 – On Demand");

(ii) **Sixteen Thousand Nine Hundred Seventy-Six and No/100 Dollars** (\$16,976.00) for broadcast system hardware/software and other related (including, without limitation, Installation) costs (as identified and detailed on the attached Exhibit "A", page 6, "Broadcast System Setup"); and

(iii) **Nine Hundred and No/100 Dollars** (\$900.00) for a 4 hour production shoot/presentation and other related costs (as identified and described on the attached Exhibit "A", page 8, "*Non Recurring Cost, Average Cost for Production Shoot/Presentation*") (and additional fees of **Seventy Dollars** (\$70.00) per hour for video production shooting and **Eighty-Five Dollars** (\$85.00) per hour for video editing/encoding will be applied only in the event a shoot/presentation goes over 4 hours in length).

(b) Following the Installation at the Site of all Equipment by Provider and the acceptance thereof by the Director, the Town shall pay to provider a monthly fee in the amount of **Nine Hundred Ninety Five and No/100 Dollars** (\$995.00) for on-demand and live video streaming.

2.2 (a) Payment for the work, services, and Equipment described in Section 2.1(a)(i) and 2.1(a)(ii), above, shall be due and payable following the completion of the Installation of the Equipment by Provider, the acceptance thereof by the Director, and the receipt by the Town of an invoice from Provider for such work, service and Equipment; provided,

### AGREEMENT FOR LIVE AND ON-DEMAND VIDEO STREAMING SERVICES

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however that with respect to the work, service and Equipment described in Section 2.1(a)(ii), fifty percent (50%) of the not-to-exceed amount set forth therein (or \$8,488.00) shall be due and payable not later than seven (7) days following the date Agreement has been signed by both parties.

(b) Payment for the work, services, and Equipment described in Section 2.1(a)(ii) shall be due and payable following the completion of the Installation of the Equipment by Provider and the acceptance thereof by the Director.

(c) Except as set forth herein, payments will be processed on a monthly basis 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 paid in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251.

### 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 Town 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 Town. 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 Town 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 set forth in Exhibit "A." 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 Town. 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 Town 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 Town and the right of the Town, 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 Town; (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 Town.

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 Town understands that the operation of the camera and broadcast system shall be done remotely. Such remote operation requires access via inbound TCP port 2001, outbound TCP ports 21, 80, 443, 1935, 5721, and the access to the streaming server by SWAGIT would be via SWAGIT owned VPN software. The Town will need to supply the Provider with access to such TCP and UDP ports with respect to the Town's Internet connection. If, such access is not given or the Town'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 Town shall provide access to the equipment (as identified and described on the attached Exhibit "A", page 6, "*Broadcast System Setup*") at the Site described in Section 1.2, above.

3.8 Warranty. Provider warrants that: (i) any streaming sever hardware not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the Town's expense; (iii) all operating and proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the Town, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described on the attached Exhibit "A", page 6, "*Broadcast System Setup*"), shall be replaced or fixed with respect to each components manufacturer's warranties.

#### 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 Town's Authorized  
Representative:

Hamid Khaleghipour  
Director  
Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001  
972/450-2868

To Provider:

Bryan Halley  
Director of Technology & Affairs  
Swagit Productions, LLC  
1108 W. Parker Rd., Ste 108  
Plano, Texas 75075  
800/573-3160

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

## 5. INDEMNIFICATION

**PROVIDER'S INDEMNITY OBLIGATION.** Provider covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to the Town), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas, and the elected officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) any of the work and services of the Provider as described in Section 1 of this Agreement, (ii) any representations and/or warranties by Provider under this Agreement, and/or (iii) any act or omission under, in performance of, or in connection with this Agreement by Provider, or by any of Provider's owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, tenants, subtenants, licensee, sublicensee, concessionaires, or any other person or entity for whom Provider is legally responsible, and their respective owners, directors, officers, shareholders, managers, partners, employees, agents, engineers, architects, consultants, contractors, subcontractors, invitees, patrons, guests, customers, Providers, and concessionaires. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON,

**OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

**Provider shall promptly advise the Town in writing of any claim or demand against any Addison Person related to or arising out of Provider's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Provider's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving Provider of any of its obligations hereunder. The defense, indemnity, and hold harmless obligations set forth herein shall survive the expiration or termination of this Agreement.**

**6. INSURANCE**

Provider and its subcontractors shall procure and maintain in a company or companies lawfully authorized to do business in Texas 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 Town 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)
  
3. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$ 500,000



Disease-Each Employee \$ 500,000  
Disease-Policy Limit \$ 500,000

4. Professional Liability \$1,000,000  
(This coverage must be maintained for at least two (2) years after the project is completed; if coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term of this Agreement)

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

1. The Town of Addison, 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 Town of Addison, 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 Town, 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 Town, 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 Town, 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 Town of Addison.

9. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

10. Provider may maintain reasonable and customary deductibles, subject to approval of the Town.

11. Insurance must be purchased from insurers that are financially acceptable to the Town and licensed to do business in the State of Texas.

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 Town, except when cancellation is for non-payment of premium, then at least ten (10) days prior notice shall be given to the Town. Such notice shall be sent directly to:

**Hamid Khaleghipour, Director  
Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001**

6.2 Acceptability of Insurers. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Texas and with an "A.M. Best" rating of not less than A- VII, or receiving prior approval by the Town. The Town 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 Texas Department of Insurance.

6.3 Verification of Coverage. Prior to commencing work or services, Provider shall furnish the Town with certificates of insurance (ACORD form or equivalent approved by the Town) 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 Town of Addison.

All certificates and any required endorsements shall be received and approved by the Town 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 **Hamid Khaleghipour, Director, Town of Addison, 16801 Westgrove Drive, Addison, TX 75001**. The Town 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 Town 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 Town'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 Town 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 Town'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. TERMINATION; REMEDIES; RIGHT OF OFFSET

The Town may terminate this Agreement at any time for any reason whatsoever (or for no reason whatsoever) by giving to Provider written notice of such termination. Upon such termination, the Town shall pay Provider for that portion, if any, for Provider's work and services provided in accordance with the terms and provisions of this Agreement. Likewise, if this Agreement is terminated, Provider shall upon such termination promptly refund to the Town any amounts paid by the Town to Provider for work and services of Provider to the extent that such work and services have not been provided.

In the event of any default or breach of this Agreement by Provider, the Town may seek and/or pursue any rights or remedies which are or may be available to the Town at law, in equity, or otherwise, including, without limitation, the right to seek specific performance of this Agreement. Any right or remedy of the Town set forth in this Agreement.

Any rights and/or remedies of the Town set forth in this Agreement are and shall be in addition to any and all other rights or remedies the Town may have at law, in equity, or

otherwise. Any of the Town's rights and/or remedies may be pursued successively or concurrently as the Town may elect. The exercise of any remedy by either party shall not be deemed an election of rights or remedies or preclude the Town from exercising any other rights or remedies in the future.

Any excess costs incurred by the Town in the event of termination of this Agreement for breach or default of this Agreement by Provider, or incurred by the Town in the event the Town exercises any of the rights or remedies available to it, may be offset against any payment which may be due to Provider for work and services.

## 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 Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action or proceeding under this Agreement lies exclusively in Dallas County, Texas, and Provider hereby submits itself to the original jurisdiction of those courts located within Dallas County, Texas.

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.

8.5 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 Town 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 Town 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 Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the Town's payment obligations hereunder. The Town 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 Town. No subcontractor shall, under any circumstances, relieve Provider of its liability and obligation under this Agreement. The Town shall deal through Provider and any subcontractor shall be dealt with as a worker and representative of Provider. Provider assumes responsibility to the Town 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 Town and any subcontractor or sub-subcontractor.

8.11 No Waiver. The failure by the Town 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 Town 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 Town 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 Town 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. The above and foregoing Recitals to this Agreement are true and correct and are incorporated herein and made a part hereof for all purposes.

## 9. DURATION

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

**Town of Addison**

  
\_\_\_\_\_  
Ron Whitehead, City Manager

**Swagit Productions, LLC**

  
\_\_\_\_\_  
Bryan Halley, President

Attest:

  
\_\_\_\_\_  
Town Secretary

4/6/09

Date of Execution: 4/10/2009

**EXHIBIT A**  
**SCOPE OF SERVICES**



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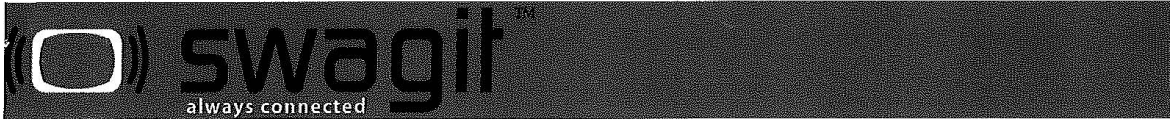
## Swagit Streaming Services for Local Government

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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](http://www.swagit.com)





## **Introduction**

Swagit is a leading video production company specializing in providing streaming media solutions to government agencies, newspapers, TV stations and other online entities. Services are extended to those who want the ability to deliver, create, host media off-site or on-site, and broadcast live or on-demand audio/video content through the Internet.

## **Proposed Solution**

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

This completely hands-free solution meets the current and future needs of the Town of Addison without creating any additional work for clerks or webmasters. In other words, the EASE software allows Swagit to do all of the editing and text integration, without your staff members needing to lift a finger.

## **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 town 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**

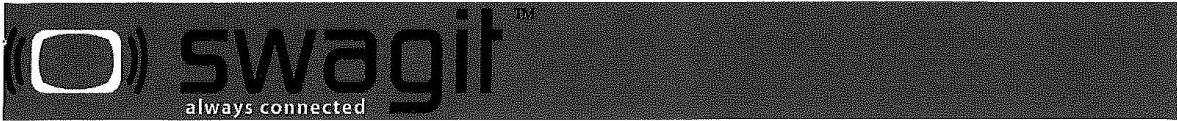
Swagit's dynamic structure allows us to operate without many of the overhead costs typically incurred by our competitors. This results in cost savings that we are able to directly pass on to our clients.

### **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.

### **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 Concord, California** (city council, live stream)

<http://www.cityofconcord.org/>

**City of Irving, Texas** (Specialty Video, meetings)

<http://cityofirving.org>

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

[http://houstontx.city.swagit.com/City\\_of\\_Houston\\_TX\\_Council/](http://houstontx.city.swagit.com/City_of_Houston_TX_Council/)

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

<http://www.plano.gov/>

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

<http://www.cityofallen.org/>

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

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

**City of Colleyville, Texas** (city council)

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

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

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



## Integrated Solution Snapshots

Rowlett TEXAS Contact Us

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### City of Rowlett Streaming Video

Live | **City Council** | Work Session | Specialty

**City Council**

or narrow: year

Name	Date	Items	Duration
City Council	May 06, 2008	5	1h 29m <a href="#">Video Agenda</a>
City Council	Apr 15, 2008	5	1h 6m <a href="#">Video Agenda</a>


Streaming Video

Rowlett TEXAS

Current | Agenda | Archive

Invocation

Presentations and Proclamations


 (7A) Update from the Mayor. (7B) Proclamation for Coyle Middle School. (7C) Proclamation for Jacob Newman. (7D) Proclamation for Eagle Scout Jeremy Myers. (7E) Proclamation for recognition of National Detention Officers Week May 5-11, 2008. (7F) Proclamation for recognition of National Police Week May 11-17, 2008. (7G) Proclamation for recognition of Emergency Medical Services Week May 18-24, 2008. (7H) Proclamation for recognition of National Public Works Week May 18-24, 2008. (7I) Hear presentation of the Second Quarterly Financial Report for Fiscal Year 2007-2008 from the City Manager.

Citizens' Input

Consent Agenda

Items for Individual Consideration - Item 10A


Powered by Swagit.com © 2008



1h-Speed Emergency Notification System... To Rec

▶ | ◀ | ▶ | ⏸ | 00:04 | 100% | 🔊 | ⏪ | ⏩

**Invocation**

 The Invocation was led by Pastor Lance Ward, Rowlett Bible Fellowship. Pledge of Allegiance.

Duration: 3 min. 15 sec.



The screenshot shows a web browser window with a video player on the left and a document viewer on the right. The video player shows a meeting in progress with a play button and a duration of 03:14. Below the video is a section titled "Invocation" with a small image and text: "The invocation was led by Pastor Lance Ward, Rowlett Bible Fellowship. Pledge of Allegiance." The document viewer displays the "City of Rowlett Action Minutes City Council" for Tuesday, May 6, 2008, at 6:30 PM. The document includes contact information for the City Secretary and a notice that the meeting is open to the public. The first item on the agenda is "CALL TO ORDER" by Mayor Pro Tem A. Wayne.

Rowlett TEXAS

Current | Agenda | Archive

Save a Copy | Print | Email | Search | Select Text

56%

Rowlett TEXAS

City of Rowlett  
Action Minutes  
City Council

4000 Main Street  
P.O. Box 99  
Rowlett, TX 75089-0099  
www.rowlett.com

City of Rowlett City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at 817-412-6109 or write PO Box 99, Rowlett, Texas, 75089-0099, at least 48 hours in advance of the meeting.

Tuesday, May 6, 2008 6:30 PM Municipal Building - 4000 Main Street

As authorized by Section 561.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

The City of Rowlett reserves the right to reconvene, recess or realign the Regular Session or call an Executive Session at order of business at any time prior to adjournment.

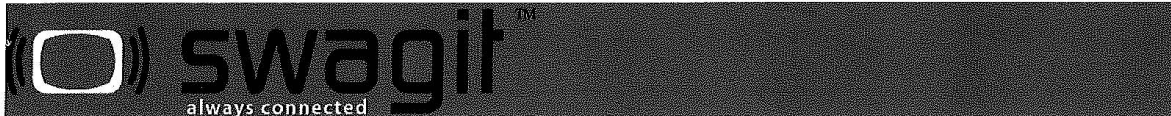
1. CALL TO ORDER

Mayor Pro Tem A. Wayne calls the meeting to order at 6:29 p.m.

Excused: Mayor Harrel and Councilmember Mays

8.5 x 11 in 1 of 7

Duration: 3 min. 15 sec. Powered by Swagit.com © 2008



QTY	Broadcast System Setup	Unit Price	Extended Price
2	Sony- EVI-D100- high quality CCD cameras	\$1,255.00	\$2,510.00
2	Sony- WM-100B- Wall Mount for Sony EVI-D100	\$125.00	\$250.00
3	Sony- EVI DS-Cable- to daisy chain cameras	\$90.00	\$270.00
1	Datavideo DN-300 DV/HDV Hard Drive Recorder	\$1,750.00	\$1,750.00
1	Dell Vostro 200, DualCore CPU (2.20GHz 800FSB) with Windows XP SP3	\$854.00	\$854.00
1	NTI S-Video + Audio extender via CAT5, local & remote monitor & speakers, up to 600 feet Model No: ST-C5SVA-600	\$432.00	\$432.00
1	Datavideo SE-500 KIT –NTSC Video Switcher with TLM-702 Dual 7" Monitor and monitor holder	\$2,650.00	\$2,650.00
1	ViewCast Osprey 210 capture card	\$210.00	\$210.00
1	Cosmos MD100 software	\$2,550.00	\$2,550.00
1	Dell- E228WFP- 22" Widescreen Black LCD (1680 x 1050) with DVI & VGA inputs	\$300.00	\$300.00
1	All Cable, Connectors and Hardware necessary for installation	\$1,000.00	\$1,000.00
1	Labor required to install, hook-up and provisioning	\$4,200.00	\$4,200.00
	<b>Total Cost for Broadcast System &amp; Installation</b>		<b>\$16,976.00</b>



**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
- 24 Months Data Storage for Meetings
- Turn Around Streams—Unlimited Storage
- Manual Encoding of Pre-Edited Content Uploaded via FTP
- All Custom Content
- Includes Magazine Shows, PSA, and Other Special Features

**Package 1 – On-Demand**

**Non Recurring Costs**

**Server Hardware (Winter Special-Supplied by Swagit)**

1	Dell Rack Mount Server - PowerEdge R200 *Quad Core Xeon X3220 Processor 2x4MB Cache, 2.40GHz, 1066MHz FSB *1GB 667MHz (2x512MB), Single Ranked DIMMs, 2 160GB, 7.2K RPM, SATA, 3Gbps 3.5-inch Cabled Hard Drive *Add-in SAS6iR RAID Controller - RAID 1, CDRW/DVD COMBO, Internal *3Yr Basic Support: 5x10 HW-Only, 5x10 NBD Onsite	\$0	\$0
	<b>Video Rack Mounting Equipment</b>		
1	Rack Mount Kit for PowerEdge R200	\$99.00	\$99.00
	<b>Other Hardware</b>		
1	Viewcast Osprey-230 Video Capture Card	\$420.00	\$420.00
1	Upgrade to Simultaneously Support Multiple Live Streams with On Demand Capture	\$369.00	\$369.00
	<b>Operating System</b>		
1	Microsoft Windows Server 2003, Web Edition	\$365.00	\$365.00
	<b>Software</b>		
1	Swagit EASE Encoder Software	\$3,925.00	\$3,925.00
	<b>Provisioning</b>		
1	Hardware and Software Operating System Installation, Swagit EASE Encoder Software Installation, System Burn-in	\$360.00	\$360.00



<b>Web Site Integration</b>			
1	Custom Video Library Design	\$575.00	\$575.00
1	Branded Player Design	\$285.00	\$285.00
<b>Installation</b>			
1	Onsite (1 day)	\$680.00	\$680.00
1	Remote (1 day)	\$375.00	\$375.00
<b>Total Non Recurring Cost</b>			<b>\$7,453.00</b>

**Monthly Recurring Costs**

<b>Up to 60 Indexed meetings (per year)</b>			
	On-Demand (no town staff involvement)	\$995.00/month	<b>\$11,940.00/year</b>
	24/7 LIVE Stream and Podcasts of Specialty Media	Included	Included
<b>Total First Year Cost</b>			<b>\$36,369.00</b>

**Miscellaneous Costs**

**Professional Services**

Video Production (hourly)	\$70.00
Video Editing/Encoding (hourly)	\$85.00
Custom Software Development (hourly)	\$120.00
Web Design (hourly)	\$95.00

**Non Recurring Cost**

**Average Cost for Production Shoot/Presentation**

1	Camera crew featuring DV taping for event (approx. 4hrs), professional editor using town provided Edit Decision List (EDL), processing and encoding presentation (s), exportation of presentation to a format to allow for specialty video streaming.	\$900.00
---	---	----------



## 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 17 for an overview of the following concepts.

### Video Capture and Encoding

In order to minimize impact on the town'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 town'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.





### **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 cities 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 city 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 town 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 cities 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.



### **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 town 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 town 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 town's library without any work by the town 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 town 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 town website, optionally allowing users to take that content and embed it in their own websites or blogs.



### **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.

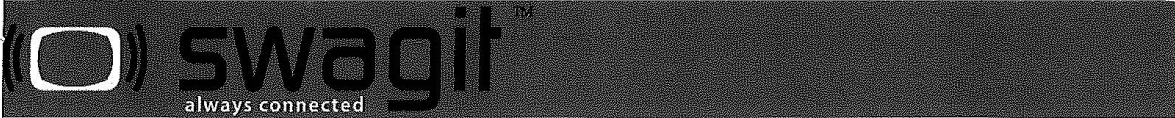
By delivering content in a range of frame sizes and streaming bandwidth combinations Swagit ensures your content is accessible on the widest possible range of platforms and Internet connection types, offering superior quality to those on high speed DSL, cable or fiber connections and accessibility to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

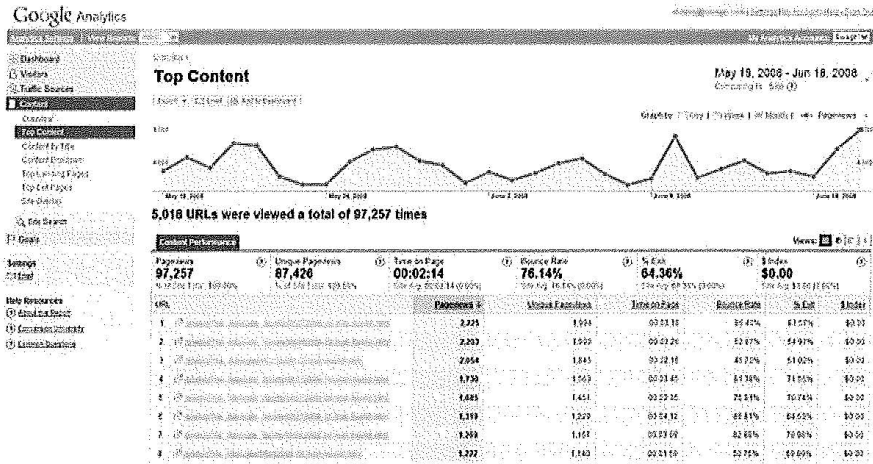
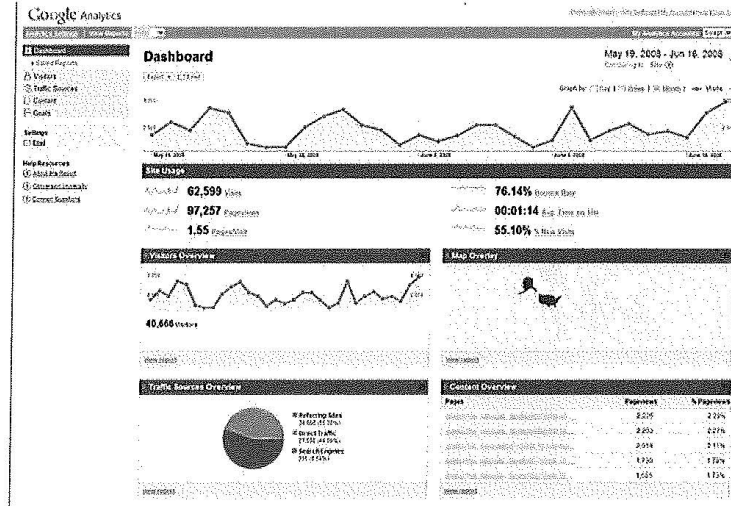
### **Monitoring and Statistics**

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.



## Stats Snapshots





### **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.

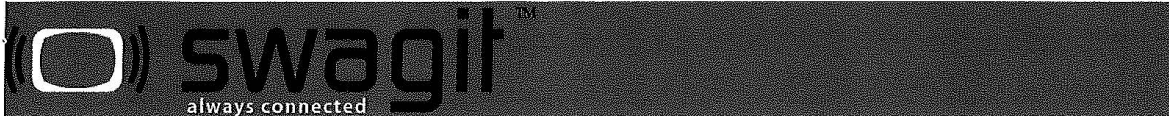
All support offerings come at no additional cost and extend from project initiation through the entire lifetime of the managed services contract.

### **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 city 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 town 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 town webmaster
- Linking instructions provided to town webmaster
- Design sign off by town

### 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 town 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 town 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

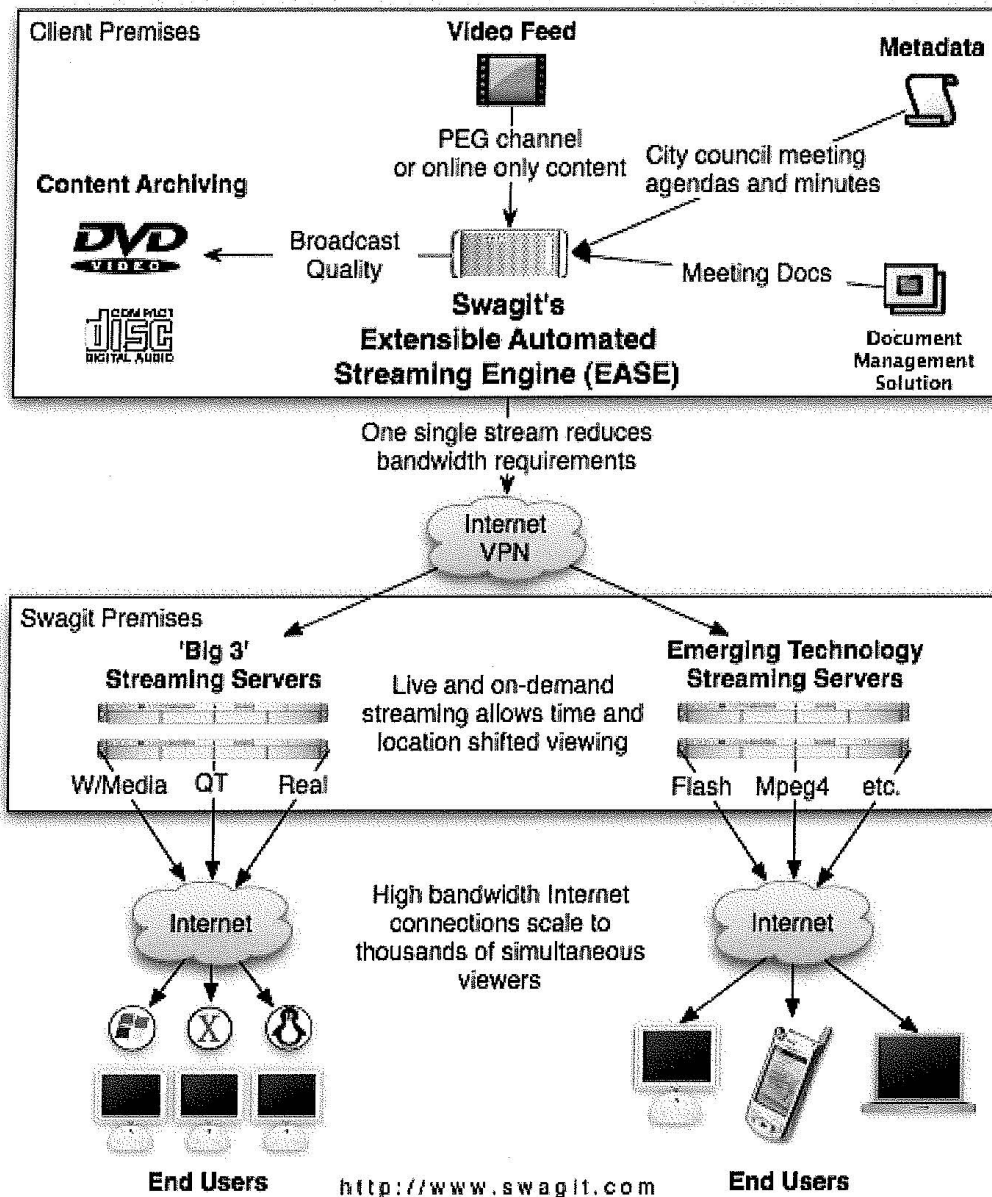


## **Conclusion**

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



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





**EXHIBIT B**

First Amendment (Amendment No. 1) to the Agreement between  
the Town of Addison and Swagit Productions, LLC

(attached)

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE  
TOWN OF ADDISON, TEXAS AND SWAGIT PRODUCTIONS, LLC**

This **AMENDMENT NO. 1** to the Agreement between the Town of Addison, Texas and Swagit Productions, LLC (“Amendment No. 1”) is made and entered into between the Town of Addison, Texas (“Town”) and Swagit Productions, LLC (“Provider”) to be effective from and after October \_\_, 2016 (“Effective Date”).

**WHEREAS**, the Town and Provider entered into an agreement for live and on-demand video streaming services and equipment on April 10, 2009 (“Agreement”); and

**WHEREAS**, the Town and Provider desire to amend the Agreement for the purpose of expanding the services and equipment provided; and

**WHEREAS**, the Town and Provider desire to amend the Agreement as hereinafter set forth.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Provider do mutually agree as follows:

1. **Amendment to Agreement, Section 1, Services to Be Performed by Provider.** The attached Exhibit “A” to this Amendment No. 1, incorporated herein for all purposes, outlining the additional services to be performed and equipment to be installed by Provider, shall be incorporated for all purposes into the existing Exhibit “A” of the Agreement as part of the “Scope of Services”.

2. **Amendment to Agreement, Section 2, Compensation of Provider.** To the extent Exhibit “A” to this Amendment No. 1 includes additional compensation under “Investment”, page 28, due to Provider based upon the additional services and equipment, then Section 2, Compensation of Provider, shall be amended. In no event shall the additional compensation exceed \$199,867.65.

3. **Counterparts.** This Amendment No. 1 may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 1. An electronic signature will also be deemed to constitute an original if properly executed.

4. **Defined Terms/Ratification of Agreement.** Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

Amendment No. 1 (Swagit Productions, LLC)

1

5. **Authority to Execute.** The individuals executing this Amendment No. 1 represent and warrant that they are empowered and duly authorized to execute this Amendment No. 1 on behalf of the parties they represent.

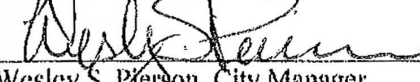
6. **Entire Agreement/Amendment No. 1.** The Agreement and this Amendment No. 1 embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.

7. **Venue.** This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.

8. **Assignment.** This Amendment No. 1 may not be assigned except as authorized by the Agreement.

IN WITNESS HEREOF, the parties have executed this Amendment No. 1 to the Agreement, as reflected by the signatures below.

TOWN OF ADDISON, TEXAS

  
Wesley S. Pierson, City Manager  
Date: 10/18/16

SWAGIT PRODUCTIONS, LLC

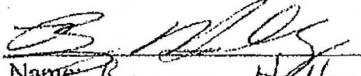
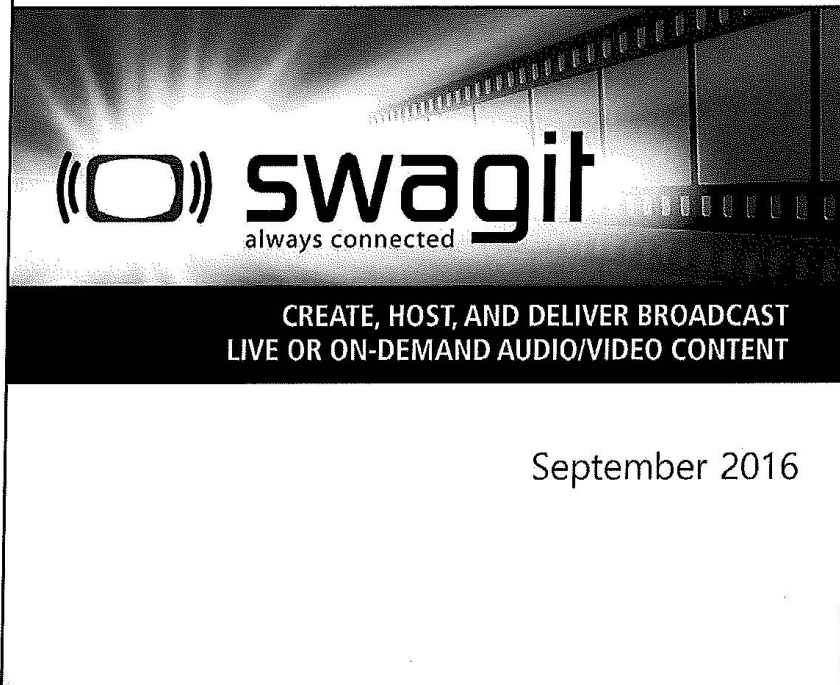
  
Name: Bryan Halley  
Title: President  
Date: 10/17/2016

EXHIBIT A

**Town of Addison, TX  
EXPRESSION OF INTEREST**

The image shows a promotional graphic for Swagit. It features a background of a film strip with a bright light source on the left. The Swagit logo, consisting of a stylized 'S' and 'G' in parentheses followed by the word 'swagit' in lowercase, is prominently displayed. Below the logo is the tagline 'always connected'. A black horizontal bar at the bottom of the graphic contains the text 'CREATE, HOST, AND DELIVER BROADCAST LIVE OR ON-DEMAND AUDIO/VIDEO CONTENT'. The date 'September 2016' is printed in the bottom right corner of the graphic area.

**swagit**  
always connected

**CREATE, HOST, AND DELIVER BROADCAST  
LIVE OR ON-DEMAND AUDIO/VIDEO CONTENT**

September 2016

Amendment No. 1 (Swagit Productions, LLC)

3

Swagit Productions, LLC  
850 Central Pkwy E., Suite 100  
Plano, TX 75074

September 22, 2016

ATTN: Hamid Khaleghipour  
Director of Information Technology  
Town of Addison, TX  
Office: (972) 450-2868  
[hkhaleghipour@addisontx.gov](mailto:hkhaleghipour@addisontx.gov)

Mr. Khaleghipour,

Swagit Productions, LLC, would first like to thank you for your time and the opportunity to earn your business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and hands-free solution that offers the most current advancements in video streaming technology.

Swagit's primary goal is to bring governments an easy solution and provide improved transparency to your constituents without the additional workload. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that consists of a variety of government entities including: cities, counties, states, school districts, newspapers, television stations, etc.

Below is a list of some of the unique advantages of our EASE™ solution.

- Completely hands-free recording, uploading and archiving
- Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, no upgrade fees
- Captioning support and integration

Below is a list of some of the unique advantages of our Cosmos solution.

- Ability for internal staff to operate locally
- Optional complete hands-free operation
- No training needed on production outsourced to Swagit
- 2-4+ robotic cameras, available in SD or HD
- Detailed direct camera positioning (pan, tilt, zoom, focus, etc.)
- Pro Video Switcher that utilizes the 'wipe' function from the camera control GU
- 98.99% uptime
- Remote switching capabilities

Sincerely,

David Owusu  
Director of Streaming Media  
Swagit Productions, LLC  
(P) 214.432.5905  
[david@swagit.com](mailto:david@swagit.com)  
[www.swagit.com](http://www.swagit.com)

850 Central Parkway E., Suite 100 • Plano, TX 75074 • 214-432-5905 • [www.swagit.com](http://www.swagit.com)

2

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850 Central Parkway E., Suite 100 • Plano, TX 75074 • 214-432-5905 • [www.swagit.com](http://www.swagit.com)

3

## EXECUTIVE SUMMARY / COMPANY HISTORY

Swagit Productions, LLC is a privately held company headquartered in Plano, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a hands-free approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Cosmos™ solutions, clients are offered the most comprehensive hands-free experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity; including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all Agenda/Document Management Solutions. This lets our clients choose the 'best of breed' Agenda Management Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

Cosmos™ is Swagit's broadcast solution comprised of two to four cameras and pro-video switching equipment that allows either Swagit engineers to control the cameras remotely or on-site camera control by government staff. It is the Cosmos™ solution combined with EASE™ that allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, hands-free solution.

The Swagit network stretches across North America guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

## POINTS OF DIFFERENCE

- Swagit's EASE™ solution is a completely hands-free and requires no staff time or resources
- Larger video with Swagit's solution (up to 70% larger) and FLASH video format, the most commonly viewed format on the web. Swagit also utilizes HTML5 for streaming to mobile devices such as the iPhone and iPad.
- Swagit's open API allows integrations with any agenda management solution
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content
- Swagit's unique hands-free solution typically qualifies as a sole sourced solutions allowing for quick deployments
- 100% Client Retention

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## **EASE™ – Extensible Automated Streaming Engine**

The 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 the city's clerks or webmasters.

- **Video Capture and Encoding**

EASE™ Encoder records content according to your broadcast schedule and transfer 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 the city. 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 include 80GB of storage, enough for approximately three full years of city council 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.

- **Delivery**

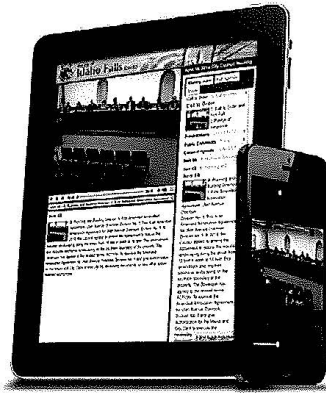
In order to deliver on-demand content to end users in a format that is native to their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

Currently, Flash has a 99% ubiquity rate amongst all the platforms. Swagit can provide Windows Media format (70% ubiquity) however, using Windows Media format may exclude Apple users.\*



## EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



### ▪ 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.

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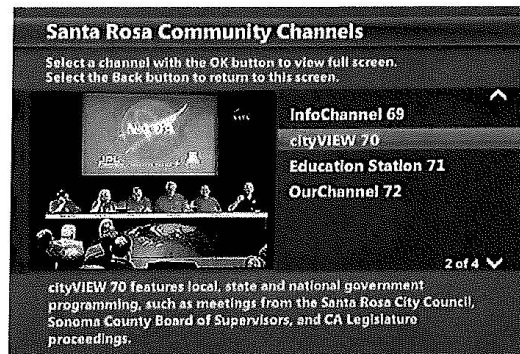
## EASE™ – Extensible Automated Streaming Engine

### AT&T U-verse® Integration

Many Public Access, Educational and Government (PEG) channels now have the opportunity to reach a new group of broadcast subscribers via AT&T U-verse® TV service. To reach these subscribers, U-verse® requires a 480x480 pixel Windows Media VC-1 stream at 1.25Mbps. Our EASE™ encoder is not only capable of creating a live U-verse® compatible stream, but it can also simultaneously encode a video stream, of your choosing (i.e. Flash, Windows Media, QuickTime, Real, etc.), for Internet distribution.

AT&T U-verse® and Swagit Productions, LLC both have headquarters located within the Dallas, Texas area. This allows the two companies to work together seamlessly for the betterment of government transparency. The partnership combined with Swagit's 'hands-free' streaming solutions, helps increase accessibility of government programming. Additionally, adding another form of distribution for content using a single solution not only saves money, but also makes things easy.

The City of Allen was able to deploy their content to AT&T U-verse® TV by leveraging their existing partnership with Swagit. "We have been using Swagit for on-line video on-demand since 2004 and have been very happy not only with the integrity of the product, but also with the quality of customer service," said ACTV Executive Producer Mark Kaufmann. "With the recent addition of Live streaming services, the opportunity opened to connect to AT&T's U-verse® TV network. We knew it was the right decision as we are constantly trying to find creative, cost-effective ways to reach more viewers."



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## PRICING – EASE™ HD Up-Front Costs

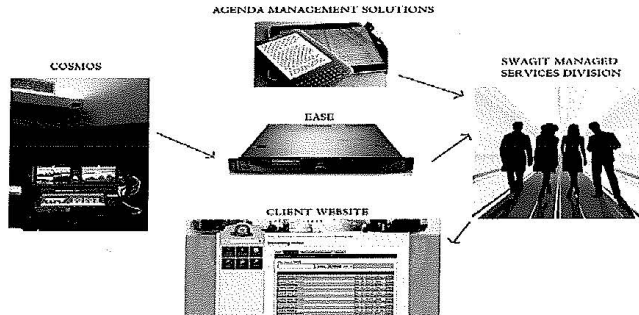
Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Premium Encoder- Hardware/Software/Provisioning (AT&T U-verse® Compatible)	1UServer	
<ul style="list-style-type: none"> <li>EASE™ "Premium" Encoding Unit includes software Installation, system burn-In, rack rails included</li> <li>Software Licenses (Flash Media, HTML5, Microsoft OS)</li> <li>Osprey Capture Card with Simulstream and DirectShow® API</li> </ul>		
EASE™ HD/SDI Remote Video Indexing Kit (Includes Scheduler)	Software	
Branded Video Library, Media Player	Setup	Current Client
Remote Network Installation (Typically 3 hours)	Setup	

### Total Upfront Cost

Premium - Hardware/Software/Provisioning (AT&T U-verse® Compatible) + Osprey	\$ 7,985.00
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\* Price and hardware model are subject to change after 60 days without prior notice.



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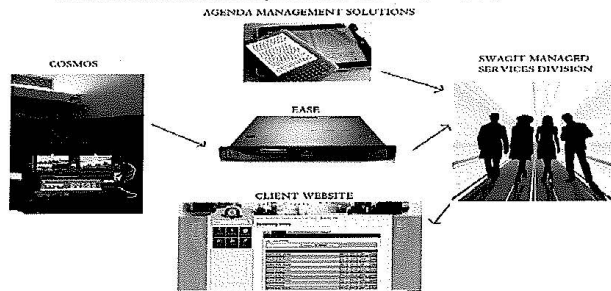
## PRICING – EASE™ SD Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

Item Description	Type	Costs (Up-Front)
Standard Encoder- Hardware/Software/Provisioning (AT&T U-verse® Compatible)	1U Server	
<ul style="list-style-type: none"> <li>EASE™ "Standard" Encoding Unit includes software installation, system burn-in, rack rails included</li> <li>Software Licenses (Flash Media, HTML5, Microsoft OS)</li> <li>Osproy Capture Card with Simulstream and DirectShow® API</li> </ul>		
EASE™ SD Remote Video Indexing Kit (Includes Scheduler)	Software	
Branded Video Library, Media Player	Setup	Current Client
Remote Network Installation (Typically 3 hours)	Setup	

Total Upfront Cost	
Standard - Hardware/Software/Provisioning	\$ 5,140.00
Total for Two (2) Separate Locations	\$ 10,280.00

\* Price and hardware model are subject to change after 60 days without prior notice.



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## COSMOS™ HD – Broadcast System

Built upon years of industry experience, Cosmos™ 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.

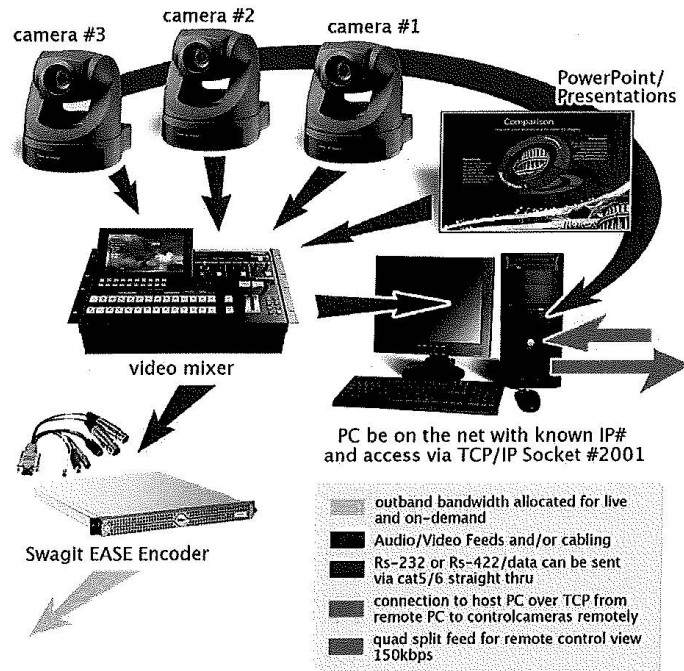
During the meetings or events, Swagit personnel will operate the Cosmos™ system remotely from their facility in Plano, Texas. The Cosmos™ system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE™, Cosmos™ can offer a full end-to-end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

Cosmos™ 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, Cosmos™ 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. Cosmos™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos™ includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D70) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D70 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition the EVI-D70 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).



**COSMOS™ – Diagram**



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## **COSMOS™ – Case Studies**

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### **Cosmos™ Case Study 1: Addison, Texas**

Addison's unique solution for a challenging problem was Cosmos™. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos™) and with the Inclusion of Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Plano, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

### **Cosmos™ Case Study 2: Richardson, Texas**

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, [www.cor.net](http://www.cor.net).

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

Testimonial from City of Richardson, TX: (<http://richardson.tx.swagit.com/play/09222009-48/0/>)

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an Index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

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

View how everything comes together: [Richardson Streaming Solution](#)

**PRICING – Cosmos™ HD Up-Front Costs (Chambers)**

QTY	Item Description	Costs
3	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/8-type Exmor CMOS sensor) *	
3	Wall Camera Mounts	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	OptiPlex CamControl – 4GB, NON-ECC, 1600MHZ DDR3, I5	
1	Sony MCS-8M – Multi-format switcher with a built-in audio mixer and frame synchronizer	
1	VP-445 HD-SDI DA	
1	Mini Converter Audio to SDI	
1	Mini Converter to SDI Distribution	
2	Osprey 820e	
1	Cosmos HD-SDI Software	
1	APC UPS Remote Power Switch and Management (including: APC Battery Backup)	
2	HD Baluns	
1	Kramer VS-211HDXL Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	
1	Trade in Credit for Cosmos SD	-\$ 9,410.17
<b>Total Costs for System and Installation ** (Travel Included):</b>		<b>\$ 32,949.83</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700  
 \*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

*Cameras can be controlled locally by the client or remotely by Swagit's staff.*  
 View how everything comes together: [Richardson Streaming Solution](#)



**PRICING – Cosmos™ SD Up-Front Costs (Conference Center)**

QTY	Item Description	Costs
3	Sony- EVI-D90- high quality CCD *	
3	Sony- WM-30B- Wall Mount for Sony EVI-D90	
4	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex with Windows 7	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SD/Firewire card	
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	
<b>Total Costs for Camera System and Installation ** (Travel Included):</b>		<b>\$ 22,860.00</b>

\* Different camera types are available with different horizontal resolution – D80, D90, BRC-300, and H100S

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

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

View how everything comes together: [Richardson Streaming Solution](#)

**PRICING – Cosmos™ SD Up-Front Costs (Tree House)**

QTY	Item Description	Costs
2	Sony- EVI-D90- high quality CCD * (use existing cams in chambers)	comped
2	Sony- WM-30B- Wall Mount for Sony EVI-D90	
3	Sony- EVI DS-Cable- to daisy chain cameras	
1	Dell Optiplex w/Windows 7	
1	Video + Audio extender via CAT5	
1	Datavideo SE-600 NTSC Video Switcher with Monitor and SDI/Firewire card (use existing switcher in chambers)	comped
2	Osprey 260e Without Simulstream	
1	Cosmos™ 5.4 software	comped
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	Touch Control Monitor	
1	All Cable, Connectors and Hardware necessary for Installation	
1	Labor required to install, hook-up and provisioning	
1	Lower Thirds Title Generator	comped
1	*After site survey on 3/22/16, the project will include running separate power cables to each camera, using Cat6 for daisy chain runs, fitting Cosmos HD equipment into a 4 post case, and adding a wall plate which can connect to the existing projector. **All Cables will have to be run through the exposed beams and secured to the beams.	\$ 7,218.00
<b>Total Costs for System and Installation ** (Travel Included): NO WARRANTY AVAIL.</b>		<b>\$ 14,278.00</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H1005, 2700  
 \*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

*Cameras can be controlled locally by the client or remotely by Swagit's staff.*  
 View how everything comes together: [Richardson Streaming Solution](#)

**PRICING – HD Camera Setup (Workshop)**

QTY	Item Description	Costs
2	Sony EVI-H100S HD PTZ Camera (full 1080/20 HD resolution with a 1/8-type Exmor CMOS sensor) *	
2	Wall Camera Mounts	
3	Sony- EVI DS-Cable- to daisy chain cameras	
1	Video + Audio extender via CAT5	
1	HD Baluns	
1	Kramer Converters	
1	All Cable, connectors and hardware necessary for installation	
1	Labor required to install, hook-up and provisioning	
<b>Total Costs for Camera Setup and Installation **</b>		<b>\$ 15,572.00</b>

\* Different camera types are available with different horizontal resolution – D90, BRC-300, and H100S, Z700

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

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

View how everything comes together: [Richardson Streaming Solution](#)

## Playout System

Swagit's Playout System uses the Brightsign software application to help create and publish presentations to a media player. The content can be fully automated and may utilize undertone audio, live video, RSS, MRSS, and Twitter feeds.

Item Description	Type	Costs (Up-Front)
Swagit Playback Device – HD/SD Management	Mini-Mobile	\$ 5,995.00
System Configured For:		
<ul style="list-style-type: none"> <li>• Images/Slides</li> <li>• Videos</li> <li>• Audio</li> <li>• HTML5 Pages</li> <li>• Text</li> <li>• Date and Time</li> <li>• RSS, MRSS, and Twitter Feeds</li> <li>• Content Hosted on FTP Server</li> </ul>		
HD/SD Conversion Kit		\$ 580.00
Webinar Training Workshop		Included
Annual Software Support and Maintenance		\$ 695.00
		<b>Total Costs (Up-Front)</b>
<b>Total with Implementation and training</b>		<b>\$ 6,575.00</b>



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## **Audio – A/V Installation for Tree House and Chambers**

### **Small Event Room**

#### **Key components:**

- Shure MX-395 in-ceiling button microphones
- Mic mixer with output to Swagit system

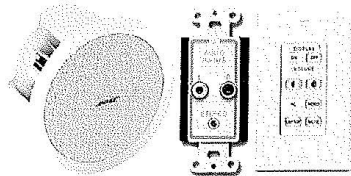


### **Council Chambers**

#### **Key components:**

- TOA TS-800 Wireless discussion system for 9+1 – 10 total units
- System receivers / infrastructure hard wired. Discussion units wireless
- In-ceiling Bose speakers / Bose amplifier for whole-room audio
- DBX Zonepro audio mixer & volume controls for all inputs and room volume
- In-wall connections for aux (RCA / 1/8") input and microphones on both sides of room
- All audio from all inputs routes to Swagit

Video information on TOA TS-800 <https://www.youtube.com/watch?v=9jxD9eVfg3M>



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## **Audio – A/V Installation for Tree House and Chambers**

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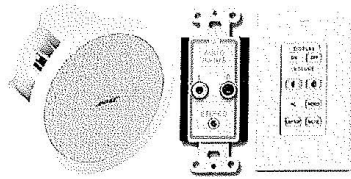


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Video information on TOA TS-800 <https://www.youtube.com/watch?v=9jxD9eVfg3M>



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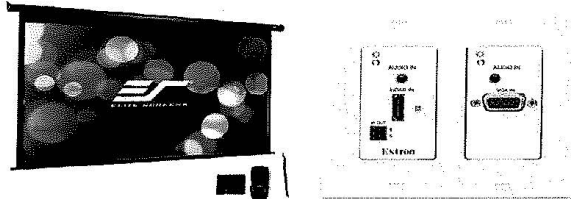
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#### Council Chambers AV Upgrade

##### Key components:

- Video projection for both sides of room
- Video on one side is restricted to that side. System is not mirrored in this design
- On-ceiling 128" electric screen – 16:10 aspect ratio
- Controls for projector / screen
- Ceiling mounting system for projectors
- In-wall auto-switching HDMI / VGA inputs
- Audio from HDMI / VGA routed to room and Swagit



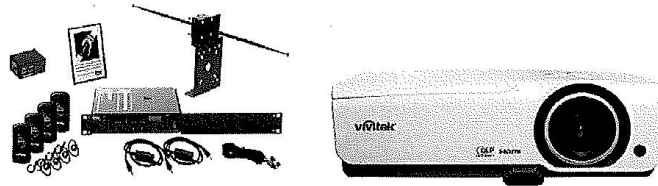
##### Alternates:

These are recommended upgrades. The listening system will help with access for the hearing impaired. The projector upgrade will add very bright, high resolution projection to the room. The existing projector has much lower resolution and brightness.

#### Council Chambers

##### Key components:

- LISTEN assisted listening system for the hearing impaired -- 4 people
- Vivitek Projector DU-978– 5000 lumen, WUXGA 1920 X 1200 resolution – vast improvement over WXGA currently used.



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Cost Detail

Project Detail	Qty	Unit \$	Total \$		
<b>Small Event Room</b>					
Shure MX395 in-ceiling boundary microphone	4	\$278.00	\$712.00		
Microphone Mixer RDL RU-MX4-4	1	\$515.00	\$515.00		
Microphone Mixer Power Adapter PS-24AS	1	\$45.00	\$45.00		
XLR Patch cables, plenum / neutrik	5	\$70.00	\$350.00		
				Parts	\$2,022.00
				Labor	\$1,050.00
				Shipping	\$107.42
				<b>Total</b>	<b>\$3,179.42</b>
<b>Council Chambers - Discussion System</b>					
System controller TOA-TS-800 UL	1	\$1,809.00	\$1,809.00		
Infrared chairperson station TOA-TS-801 Y	1	\$709.00	\$709.00		
Infrared delegate station TOA-TS-802 Y	9	\$654.00	\$5,886.00		
Infrared transceiver TOA-TS-905	2	\$849.00	\$1,698.00		
Battery charger (up to 8) TOA-BC-900 UL	1	\$1,598.00	\$1,598.00		
Battery stations TOA-BP-900 UL	12	\$192.00	\$2,304.00		
Standard gooseneck microphone	10	\$164.00	\$1,640.00		
Antenna distributor (2-way) TOA-YW-1022 Y	1	\$159.00	\$159.00		
16 channel UHF wireless mic system TOA-WS-5265					
F01	1	\$565.00	\$565.00		
FreeSpace DS 16F white BOSE-43054	8	\$149.00	\$1,192.00		
Tile bridge BOSE-29830	8	\$18.00	\$144.00		
FreeSpace ZA 190-HZ zone amplifier 120V NA	1	\$499.00	\$499.00		
DBX 1261m Mixer / DSP	1	\$929.00	\$929.00		
DBX Volume Knob	8	\$85.00	\$680.00		
Consumables, small parts, cables, mounting hardware	1	\$450.00	\$450.00		
Power supply / in-cabinet parts	1	\$130.00	\$130.00		
In-wall XLR inputs for microphones, mic stands, cables	1	\$262.00	\$262.00		
Balanced to unbalanced receiver TX-A2D	1	\$345.00	\$345.00		
In-wall input for aux (iphone / etc) D-CIj3	2	\$95.00	\$190.00		
Open on-wall equipment rack	1	\$295.00	\$295.00		
				Parts	\$21,484.00
				Labor	\$5,950.00
				Shipping	\$1,646.40
				<b>Total</b>	<b>\$29,080.40</b>

<b>In-Room AV Upgrade</b>			
On-Ceiling Electric Projection Screen 128" 16:10	2	\$649.00	\$1,298.00
Pole mount / Pole / Projector mount	2	\$375.00	\$750.00
HDMI / VGA Wall Plate & transmitter	2	\$895.00	\$1,790.00
HDMI Receiver with audio de-embedding	2	\$495.00	\$990.00
In-wall controller - Extron	2	\$475.00	\$950.00
In-ceiling equipment box 2x2 GB-AVSTOR3	1	\$395.00	\$395.00
Cables / wires / consumables / small parts	1	\$700.00	\$700.00
			Parts \$6,873.00
			Labor \$4,375.00
			Shipping \$692.76
			<b>Total \$11,940.76</b>
<b>2 Additional breakout rooms</b>			
Shure MX395 in-ceiling boundary microphone	4	\$278.00	\$1,112.00
Microphone Mixer RDL RU-MX4-4	2	\$515.00	\$1,030.00
FreeSpace DS 16F white BOSE-43054	4	\$149.00	\$596.00
Tile bridge BOSE-29830	4	\$18.00	\$72.00
Microphone Mixer Power Adapter PS-24AS	2	\$45.00	\$90.00
FreeSpace ZA 190-HZ zone amplifier 120V NA	2	\$499.00	\$998.00
XLR Patch cables, plenum / neutrik	5	\$70.00	\$350.00
			Parts \$4,248.00
			Labor \$2,350.00
			Shipping \$340.24
			<b>Total \$6,938.24</b>
Design	1.0	Included	Included
Project management, Coordination	1.0	\$480.00	\$480.00
Travel	1.0	\$1,260.00	\$1,260.00
<b>Job Total</b>			<b>\$51,138.82</b>

**Alternate Add Pricing**

<b>Council Chambers - Discussion System</b>			
iDSP prime level02 SRF system LISTEN-LS-54-072 (Assisted Listening)	1	\$1,850.00	\$1,850.00
			Parts \$1,850.00
			Labor \$650.00
			Shipping \$177.88
			<b>Total \$2,677.88</b>
<b>In-Room AV Upgrade</b>			
Projector - Vivitek WUXGA Vivitek DU978	2	\$2,399.00	\$4,798.00
			Parts \$4,798.00
			Labor \$400.00
			Shipping \$459.84
			<b>Total \$5,657.84</b>

### Multi-location Broadcast – Network Gear

QTY	Item Description	Total Costs
2	Visionary H.264 (MPEG-4) HDMI & HD-SDI Encoder Blade	\$ 11,988.00
2	Visionary 1080i Add-on Module for AVN442/AVN441/AVN443	\$ 8,600.00
3	Visionary Media Processing Platform 2 Blade Chassis - MPP200	\$ 1,190.00
2	Rackmount Kit	\$ 498.00
2	PackeTV STB H140	\$ 1,350.00
1	Matrix Switch MSC-HD41L 3G/HD/SD-SDI 4x1 Mini Routing Switcher	\$ 788.00
1	AJA FS2 - 3G-SDI/HD-SDI/SDI frame synchronizer and converter	\$ 4,985.00
2	HD Baluns	\$ 1,438.00
2	Kramer VS-211HDXL Converters	\$ 2,392.00
1	All Cable, connectors and hardware necessary for installation	\$ 650.00
1	Labor required to install, hook-up and provisioning	\$ 4,350.00
<b>Total Costs for Hardware, Setup and Installation *</b>		<b>\$ 38,229.00</b>

\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

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

View how everything comes together: [Richardson Streaming Solution](#)

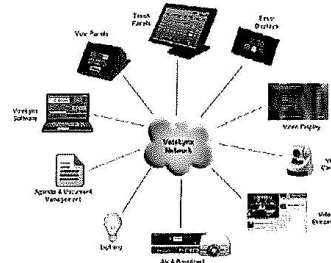
## VoteLynx XLG – Electronic Voting (optional)

VoteLynx is the most powerful end to end solution for managing public meetings in city council chambers, legislatures and boardrooms. It features extensive document management, live video stream management and flexible meeting configurations. VoteLynx easily accommodates user configurable rules, agendas, motion management, and post meeting actions specific to the meeting body workflow. All meeting agendas, actions and minutes are automatically saved in SQL Server and compiled in to Microsoft Word templates and exported in selectable data formats.

- Document Workflow
- Agenda Management
- Electronic Roll Call Voting
- Request to Speak w/ Audio Control
- Audio-Visual Control
- Video Streaming
- Minutes Publication
- Meeting Archive

### *Functionality*

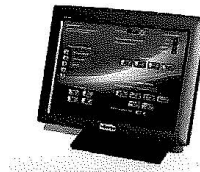
- Enhanced agenda management and meeting management workflows
- SQL based enterprise wide data management
- Publish minutes to Word and web applications
- Integrated Audio Visual Control System
- Request-to-Speak, Discussion Modes with control of microphones
- Optional Document Management System Integration
- Video streaming with automated book marking and Index points & remote camera control



### **Request to Speak Control**

Next to the items under consideration, audio is the most important meeting element as the participants and audience must clearly hear the deliberations. The VoteLynx Request to Speak system assists a chairperson to conducting orderly meetings. As speakers' names are placed in queue, their names appear on the chair's touch screen. Each speaker will be called in turn as indicated by the touch screen.

- One touch selection of request to speak or discussion modes.
- Single or multiple microphones active at any time.
- Selectable microphone overrides, configurable microphone startup modes.
- Support mix-minus for perfect hearing without feedback.
- High performance gain averaging for even, pristine sound.
- Multiple audio output channels to feed speakers, broadcast, streaming and recording.
- Any number of microphone inputs and audio output channels.



### Vote Panels

Votelynx XLG vote panels are available in either LCD MiniTouch or Graphic User Station configurations. The panels feature Yes, No, Abstain, Make Motion, Second Motion and Request to Speak (RTS)/Mic buttons. RTS/MIC button operates in both discussion and request to speak modes as selected on the Votelynx system. All panels styles support variations of Yes/No labels, including Yea/Nay.

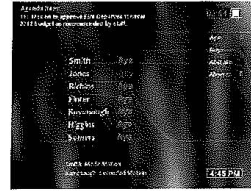


MiniTouch panels feature a bright colorful LCD touch screen with prompts to aid members during the meeting. LCD MiniTouch vote panels contain an audio annunciator to provide audio beeps when the touch buttons are pressed.

### Video Display Unit

The Video Display Unit shows meeting information to the public within the meeting room or to broadcast and streaming video systems. Real time viewable information includes:

- Agenda Items
- Member Motions
- Individual Member Votes
- Voting Totals
- Presentation Timer Count
- Real Time Clock
- Logo
- User definable background graphic
- Options for announcements and emergency notification



The VDU-150 outputs a both HDMI digital video up to 1920x1200 pixels, and analog video up to 1600x1200 pixels on a DB15HD connector. Video from the Video Display Unit can be sent to large screen displays and/or video distribution systems for presentation or broadcast.

### Presentation Timer Displays

LCD timer display show active timer count from the Votelynx software or the Votelynx Controllers. The timer displays give presenters a visual status of how much time they have to speak during the meeting. The timer count also follows the timer count displayed on the VDU series Video Display Units.

The Votelynx timer displays show the Votelynx Up/Down presentation timer minutes & seconds count to presenters and audience in the meeting room. Large red, yellow, and green indicators show start, stop and wrap-up cues. Time and indicators are displayed on a vibrant 2.6" LCD display. A selectable audio annunciator is also included to provide a beep tone to indicate end of timer count.

Model TDM-150F is a flush mount unit designed for podium or in-desk mounting and fits into most single gang electrical cutouts. The TDM-150D desktop model sit on a desk or podium with making any cutouts.



**PRICING – Votelynx XLG with EASE™ Integration**

QTY	Item Description	Price
(7) Mini Touch	<b>Votelynx XLG Voting &amp; Control System: Includes</b> <ul style="list-style-type: none"> <li>• Three (3) Votelynx software licenses,</li> <li>• Votelynx XLG Control Processor with serial ports for AV control</li> <li>• (7) Votelynx Desktop MiniTouch Vote Stations</li> <li>• Votelynx VDU-150 Video Display Unit</li> <li>• One (1) 15" LCD Touch Panel Display for System Controller</li> <li>• Voting, minutes &amp; report generation</li> <li>• Interface to Destiny AgendaQuick System</li> <li>• Request to Speak Management</li> <li>• Audio Visual Control Capability</li> <li>• Microphone audio control (may require optional equipment),</li> <li>• Optional bookmark and indexing interface to Video Streaming</li> <li>• Control of optional annunciator and timers,</li> <li>• Includes first year warranty and Platinum Support</li> <li>• Prices do not include computer required to run Votelynx software</li> </ul>	
1	RTS Touch Panel: 12" touch panel w/request to speak	
1	LCD Timer Display Module: Minutes & seconds timer count	
1	VL-EDC Energize Dynamic Control Option	
1	ETP-120 Energize Touch Panel	
1	Audio assessment of chambers, including speaker suggestions	
1	System Configuration: Install and configure application software, configure operation and graphic layouts of all Votelynx controllers, displays and touch panels.	
1	On-site system Installation & Materials	
1	On-site system training	
		<b>Total Costs (Up-Front)</b>
<b>Total Voting System Setup with Agenda Integration</b>		<b>\$ 23,791.00</b>
	Vote-Plat-XLG One year renewable support for Votelynx meeting systems includes email support, phone support and software upgrades. 1# year included (Year 2+only)	\$ 3,600.00



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## Mobile Streaming – Hardware/Software (optional)

### Setup and Training

Item Description	Type	Costs (Up-Front)
GoMobile Basic - HDMI video, embedded or analog audio. Live stream and record to USB for manual upload.	Streaming	\$ 2,800.00*
<b>Total with Provisioning and Introductory Training **</b>		Included
GoMobile Standard - SDI, HDMI, DVI and VGA video, balanced TRS, SDI or HDMI audio. Touchscreen to preview and switch between sources. Automatic upload.	Streaming	\$ 7,200.00
<b>Total with Provisioning and Introductory Training **</b>	Total	\$ 8,160.00*
GoMobile Premium - Up to 8 HD-SDI in / 2 HD-SDI out. All-in one live switching and streaming. Simultaneous streaming, recording, and output. Effects, graphics, instant replay and multi view.	Production/Streaming	\$ 13,600.00
<b>Total with Provisioning and Introductory Training **</b>	Total	\$ 14,560.00*

\* A 50% deposit is required

\*\* Introductory training which will be via an online video or up to a 2 hour webinar

#### How it all comes together: (Swagit EASE)

Additional GoMobile Premium Features Include:

Transitions      Cut, Fade, Zoom, Wipe, Slide, Fly, CrossZoom, FlyRotate, Cube and CubeZoom.

Mix/Effects      Each input includes 4 overlays to create complex Mix/Effects. Add logo bugs, lower thirds, titles, text in combinations to create compelling productions.

Downstream Keyers      4 DSKs per input with transitions, chroma key and custom size/positioning

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## Investment – Hardware, Software, Setup, Training

### Setup and Installation

Item Description	Type	Costs (Up-Front)
Cosmos (Includes Installation In three locations within town)	Broadcast	\$ 85,659.83
EASE Encoders and Distribution to Uverse	Streaming	\$ 18,265.00
Playback and Scheduling (Includes Training)	Broadcast	\$ 6,575.00
Audio Integration and Installation	Audio	\$ 51,138.82
Multi-location Network Broadcasts	Broadcast	\$ 38,229.00
		<b>Total Costs (one-time)</b>
<b>Total Setup and Installation *</b>		<b>\$ 199,867.65</b>

\* A 50% deposit is required to begin any broadcast installation

How it all comes together: [\(Swagit EASE](#)



## PROJECT ROAD MAP

Action Item	Date	Contact
Introduction to Solutions(s) via Webinar/Call/On-site	8/6/15, 9/22/16	Hamid Khaleghipour, Chad Hancock, David Owusu
Estimates for Project	8/6/15	David Owusu
Project Summary and Proposal	8/13/15, 8/17/16	David Owusu
Revised Proposal Delivered	3/24/16, 9/6/16, 9/22/16, 9/23/16	David Owusu
Technical Site Survey (if applicable)	3/22/16, 8/8/16	Don Ross (march) Felix Media (august)
Council Approval		
Agreement Coordination and Purchase Order Delivery		Natascha Ross
Project Kick Off Call		Daniel Kerr/David Owusu
Deployment Creation and Estimated Timelines		Kevin Nichols, Jim Cunningham
Implementation and Training (if applicable)		Bryan Halley/Daniel Kerr
System Testing and Configuration Completion		Jim Cunningham
Projected Go Live Date for Solutions		Hamid Khaleghipour

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**EXHIBIT C**

Second Amendment (Amendment No. 2) to the Agreement between  
the Town of Addison and Swagit Productions, LLC

(attached)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE TOWN OF ADDISON AND SWAGIT PRODUCTIONS, LLC FOR LIVE AND ON-DEMAND VIDEO STREAMING SERVICES AND EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$110,894.63, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Addison (“Town”) and Swagit Productions, LLC (“Swagit”) entered into an agreement for live and on-demand video streaming services and equipment on April 10, 2009 (the “Agreement”); and

**WHEREAS**, in October 2016, the parties executed the first amendment to the Agreement on for the purpose of expanding the services and equipment provided to the Town; and

**WHEREAS**, the City Council now desires to authorize a second amendment to the Agreement to further enhance the services provided to the Town by providing for additional services and equipment to be delivered under the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**SECTION 1.** The City Council hereby approves Amendment No. 2 to the Agreement between the Town of Addison and Swagit Productions, LLC for equipment in an amount not to exceed \$110,894.63, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

**SECTION 2.** This Resolution shall take effect from and after its date of adoption.

**DULY RESOLVED AND ADOPTED** by the City Council of the Town of Addison, Texas, on this the **12<sup>th</sup>** day of **OCTOBER, 2021**.

**TOWN OF ADDISON, TEXAS**

\_\_\_\_\_  
Joe Chow, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Irma Parker, City Secretary

\_\_\_\_\_  
Whitt Wyatt, City Attorney

Town of Addison, Texas  
Resolution No.

**EXHIBIT A**

Swagit Productions, LLC Equipment Upgrade Agreement  
Amendment No. 2

(attached)

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE  
TOWN OF ADDISON, TEXAS AND SWAGIT PRODUCTIONS, LLC**

This **AMENDMENT NO. 2** to the Agreement between the Town of Addison, Texas and Swagit Productions, LLC (“Amendment No. 2”) is made and entered into between the Town of Addison, Texas (“Town”) and Swagit Productions, LLC (“Provider”) to be effective from and after October 12, 2021 (“Effective Date”).

**WHEREAS**, the Town and Provider entered into an agreement for live and on-demand video streaming services and equipment on April 10, 2009 (“Agreement”), which was amended by the parties in October 2016 to provide for additional services and equipment (Amendment No. 1); and

**WHEREAS**, the Town and Provider now desire to further enhance the services provided to the Town by providing for additional services and equipment to be performed and delivered pursuant to this Amendment No. 2, as set forth herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Provider do mutually agree as follows:

1. **Amendment to Agreement, Section 1, Services to Be Performed by Provider.** The attached Exhibit “A” to this Amendment No. 2, incorporated herein for all purposes, outlining the additional services to be performed and equipment to be installed by Provider, shall be incorporated for all purposes into the existing Exhibit “A” of the Agreement as part of the “Scope of Services”. In the event of a conflict between the foregoing, the provisions of Exhibit "A" attached to this Amendment No. 2 shall govern.

2. **Amendment to Agreement, Section 2, Compensation of Provider.** To the extent Exhibit “A” to this Amendment No. 2 includes additional compensation under page 3, due to Provider based upon the additional services and equipment, then Section 2, Compensation of Provider, shall be amended solely to such extent. In no event shall the additional compensation exceed \$110,894.63.

3. **Counterparts.** This Amendment No. 2 may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed to be an original for all purposes. If so executed, each of such counterparts shall, collectively, constitute one Amendment No. 2. An electronic signature will also be deemed to constitute an original if properly executed.

4. **Defined Terms/Ratification of Agreement.** Any term not defined herein shall be deemed to have the same definition identified in the Agreement. Except as expressly amended herein, all of the terms, provisions, covenants, and conditions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

Amendment No. 2 (Swagit Productions, LLC)

1

5. **Authority to Execute.** The individuals executing this Amendment No. 2 represent and warrant that they are empowered and duly authorized to execute this Amendment No. 2 on behalf of the parties they represent.

6. **Entire Agreement/Amendment No. 2.** The Agreement and this Amendment No. 2 embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or arrangements between the parties regarding the subject matter hereof.

7. **Venue.** This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas.

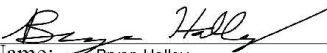
8. **Assignment.** This Amendment No. 2 may not be assigned except as authorized by the Agreement.

IN WITNESS HEREOF, the parties have executed this Amendment No. 2 to the Agreement, as reflected by the signatures below.

TOWN OF ADDISON, TEXAS

Wesley S. Pierson, City Manager  
Date: \_\_\_\_\_

SWAGIT PRODUCTIONS, LLC

  
Name: Bryan Halley  
Title: President  
Date: 10/06/2021



## **Swagit Productions, LLC**

12801 N. Central Expressway  
Suite 900  
Dallas, TX 75243  
214-432-5905  
swagit.com

# **QUOTE**

**TOWN OF ADDISON**

## **AVIOR™ BROADCAST & EASE™ STREAMING UPGRADE**

TIPS Contract No. 190703 for Hardware & Services

DIR Contract No. DIR-TSO-4268 for Services



Swagit Productions, LLC  
12801 N. Central Expressway, Suite 900  
Dallas, TX 75243

August 10, 2021

ATTN: Hamid Khaleghipour, CGCIO  
Executive Director of Business Performance and Innovation  
Town of Addison  
O: 972-450-2868  
E-mail: [hkhaleghipour@addisontx.gov](mailto:hkhaleghipour@addisontx.gov)

Mr. Khaleghipour,

**Swagit Productions, LLC** would like to thank you for your time and the opportunity to earn the Town of Addison's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

As you know, Swagit provides an easy solution for improved transparency to your constituents — without the additional workload. Initially specializing in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that includes cities, counties, states, school districts, newspapers, television stations, specialty districts, and health providers.

Swagit proposes to provide hardware and monthly services for your meeting video streaming and archiving needs, using EASE™ and Avior™, our proprietary hands-free video streaming and archiving solutions.

The unique advantages of Swagit's sole-source **EASE™** solution include:

- Completely **hands-free** recording, uploading, and archiving
- **Hands-free** indexing, time-stamping and cross-linking
- An open API, which allows for seamless integration with agenda management solutions
- Agenda also integrated into video player
- Latest software upgrades, no upgrade fees
- High Definition (HD)
- 99.99% uptime
- No training needed
- Unlimited storage
- On-demand video search by metadata text and Sound Search™
- Captioning options for live and on-demand
- 24/7 support and customer service

The distinctive advantages of Swagit's sole-source **Avior™** HD solution include:

- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Real-time captioning support
- Free software updates
- Free 24/7 support and customer service
- Integrates and works with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Sincerely,

David Alex Owusu  
Director of Streaming Media  
Swagit Productions, LLC  
214-432-5905  
[david@swagit.com](mailto:david@swagit.com)  
[www.Swagit.com](http://www.Swagit.com)





## HARDWARE, INSTALL, TRAINING AND SUPPORT COST

A 50% deposit is required for ALL hardware related purchases

Hardware, Licenses, Setup, and Support Services				
Item #	Quantity	Description of Products / Services	Unit Cost	Extended Price
1	1	<b>Avior™ PRO HD Broadcast System w/CG (Chambers)</b> <ul style="list-style-type: none"> <li>Five (5) HD PTZ CAMS to accommodate the chambers, as well as the separate workshop room</li> <li>Includes camera mounts and joystick controller</li> <li>System capable of ten (10) switching inputs</li> </ul>	\$ 46,890.00	\$ 46,890.00
2	1	<b>Avior™ HD Broadcast System w/CG</b> <ul style="list-style-type: none"> <li>Three (3) HD PTZ CAMS at treehouse</li> <li>Split a wide shot at treehouse for web conference handoff (based upon walkthrough w/Data Projections A/V)</li> <li>Includes camera mounts and joystick controller</li> </ul>	\$ 38,960.00	\$ 38,960.00
3	2	<b>EASE™ C Streaming Appliance™</b> <ul style="list-style-type: none"> <li>EASE™ Remote Video Indexing Kit (Includes Scheduler)</li> <li>Three (3) year warranty for appliance</li> <li>Social Media eXstream Compatible</li> </ul>	\$ 4,490.00	\$ 8,980.00
4	2	<b>Video IP Transport</b> <ul style="list-style-type: none"> <li>Allows for 'broadcast' connectivity from treehouse to City Hall over dark fiber</li> <li>One transport needed at each location</li> </ul>	\$ 3,890.00	\$ 7,780.00
5	2	<b>Swagit On Site Installation, Deployment &amp; Implementation for AVIOR™ &amp; EASE™ Hands Free Services, Plus Remote Network Setup &amp; Configuration</b> <ul style="list-style-type: none"> <li>Includes web conferencing integration</li> <li>Connect legacy Swagit EASE™ Encoder to AT&amp;T Uverse to separate network per client's request</li> </ul>	\$ 3,850.00	\$ 7,700.00
6	1	<b>Estimated Total for Shipping &amp; Handling</b>	\$ 584.63	\$ \$ 584.63
<b>Total One-Time Cost:</b>				<b>\$ 110,894.63</b>