

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 9-27-2019	PREPARED BY: Kevin Scott
Meeting Date Requested:	PRESENTED BY:
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Brought Before the Board Time needed:
SUBJECT: Subscription of "Av Capture All" service to prepare, record and live stream audio & video of Commissioner meetings.	
FISCAL IMPACT: \$5,200.00 including tax, paid annually from Information Services budget	
BACKGROUND: The current recording system in the Commissioner's meeting room is nearing end of life and needs to be upgraded. Also, there is a desire to "live stream" the Commissioner meetings so citizens that are not able to drive to the Courthouse can view meeting proceedings in "real time". A demo of the system was conducted and all in attendance wanted to move forward with implementation. Attached is a subscription agreement that once approved, will begin the implementation process. An additional camera and associated wiring will be installed as part of this project.	
RECOMMENDATION: Recommend approval of attached resolution authorizing Information Services to begin implementation of "AV Capture All" subscription service for preparing, recording and live streaming Commissioner meetings	
COORDINATION: Kevin Scott, Jen Johnson	
ATTACHMENTS: Resolution "AV Capture All" Subscription Agreement	
HANDLING / ROUTING: Commissioners Information Services	

I certify the above information is accurate and complete.

Kevin Scott, Information Services Director Name, Title

FRANKLIN COUNTY RESOLUTION _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON

**AUTHORIZING APPROVAL OF AV CAPTURE ALL SUBSCRIPTION AGREEMENT
BETWEEN “AV CAPTURE ALL, INC.”, A WASHINGTON STATE CORPORATION,
AND FRANKLIN COUNTY, FOR A SERVICE TO PREPARE, RECORD AND LIVE
STREAM AUDIOAND VIDEO OF COMMISSIONER MEETINGS,**

WHEREAS, “AV Capture All, Inc” submitted Exhibit A to the Subscription Agreement in the amount of \$4,788.00 plus tax for said service; and

WHEREAS, funds from the Information Services Budget Number 101350, line item 4816 (R&M – Software Maintenance Agreements) will be used to pay for said service annually; and

WHEREAS, pursuant to R.C.W. 36.0 1.010 and R.C.W. 36.32. 120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes approval of the attached Subscription Agreement between “AV Capture All” and Franklin County for \$4,788.00 plus tax, annually to pay for said service, and authorizes the Chairman to sign on behalf of the Board.

APPROVED this ____th day of October 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member



SUBSCRIPTION AGREEMENT

This Subscription Agreement ("Agreement") entered into on this **1st day of October, 2019** ("Effective Date") between AV Capture All, Inc., a Washington State Corporation having a principal place of business at 19125 Northcreek Parkway, Suite 120, Bothell, WA 98011 (referred to herein as "Licensor"), and **Franklin County, WA**, having a principal place of business at **1016 North 4th Avenue, Pasco, WA, 99301** referred to herein as "Subscriber"), collectively referred to as ("Parties"), along with any documents attached hereto or incorporated by reference herein ("Exhibit"), governs Licensor's obligations to Subscriber and Subscriber's rights with respect to Products furnished by Licensor. In consideration of the mutual promises contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1.1. "Authorized User" means an individual who has Subscriber's permission to use the Licensor's Products. An Authorized User must be a salaried staff employee of Subscriber or person responsible for configuration, administration, management, and maintenance of electronic computing and storage devices. For purposes of this Agreement, the use of the term "Subscriber" hereinafter shall denote Subscriber and Authorized Users as a single whole.
- 1.2. "Billing Document" means an electronic and/or hardcopy document such a sales invoice, purchase receipt, or other document(s) issued by Licensor, which indicates the items, quantities, and prices for Products provided to Subscriber.
- 1.3. "Billing Period" means the minimum time interval within the Subscription Term, as specified on the Billing Document, for which the Subscription Fee is paid.
- 1.4. "Content" means the audio, video and metadata digitally captured and stored through the use of Licensor's Products.
- 1.5. "Hosting" means the storage and delivery of Subscriber's Content. Content may be stored on Subscriber's local capture drive, Subscriber's local network server or Licensor's hosted server.
- 1.6. "Other Software" means any third party software installed and used on the same computer that Licensor's Products are installed on.
- 1.7. "Products" shall mean the software, service and/or hardware manufactured, developed provided, offered and/or licensed by Licensor, (whether free of charge or in exchange for a Subscription Fee, as determined by the Licensor), all as further described in Exhibit A.
- 1.8. "Subscription" means the receipt of Products by Subscriber, in exchange for payment of the Subscription Fee in compliance with the terms and conditions of this Agreement. "Active Subscription" refers to any Subscriptions (including suspended Subscriptions) that are not terminated.

- 1.9. "Subscription Fee" means the amount due for each Subscription for each Billing Period during the Subscription Term. The Subscription Fee is described in Exhibit A. The Subscription Fee does not include taxes, customs duties, penalties, interests, shipping charges, and other costs (if any).
- 1.10. "Subscription Term" means the time period during which Subscriber is entitled to receive Product(s) from Licensor, provided that the terms and conditions of this Agreement are complied with. The Subscription Term is listed in Exhibit A.
- 1.11. "Support" means service provided by Licensor in association with providing Products to Subscriber for the Subscription Term.

2. SCOPE OF AGREEMENT

- 2.1. Licensor shall hereby grant Subscriber the right to obtain, install and use, for the duration of the Subscription Term, the Products described herein as indicated on Exhibit A, subject to the terms, conditions, and limitations specifically set forth in this Agreement.
- 2.2. This Agreement and the attached Exhibits constitute the entire Agreement. Work performed by a third party contractor is NOT part of the terms and conditions of this Agreement.

3. ACCEPTANCE OF THIS AGREEMENT

- 3.1. This Agreement will become effective upon the Effective Date. The terms of any purchase order or invoice that is issued by either party in connection with this Agreement shall not modify the terms of this Agreement.

4. SUBSCRIBER GENERAL OBLIGATIONS

- 4.1. Subscriber shall inform all of its Authorized Users of the terms and conditions of this Agreement. Subscriber shall enforce their Authorized User's compliance with all the requirements of this Agreement.
- 4.2. Subscriber shall refrain from assigning Authorized User rights to any individuals and/or legal entities that are not immediate employees of Subscriber, and to take full responsibility for any actions on their part that could lead to abuses or violations of the terms and conditions of this Agreement.
- 4.3. Subscriber shall not use the Content for any unlawful purposes or actions. In the event that Subscriber uses the Content to violate the rights of a third party or violates applicable laws, Subscriber agrees to defend, indemnify and hold Licensor harmless against all lawsuits, liability, charges, and penalties, including resulting costs and expenses and payment of attorney fees, that may arise as a result of such actions.
- 4.4. Subscriber and Authorized Users will assist Licensor in the installation of Product during normal business hours by providing the following: (i) sufficient work space for Licensor(ii) access to the Internet for the computer on which the Product(s) is installed (iii) access to the Content storage device and (iv) access to the Authorized Users so that Licensor may properly train the Authorized Users.
- 4.5. Subscriber acknowledges that Licensor's Product (other than operating system) is the primary software on the device that Licensor's Product is installed on and that any Other Software is

considered secondary. Subscriber shall be solely responsible for any secondary software that conflicts with Licensor's Products. Licensor is not responsible for any loss of Content as a result of conflicts from Other Software.

5. LICENSOR GENERAL OBLIGATIONS

- 5.1. Licensor shall provide the Products and services listed on Exhibit A.
- 5.2. Licensor shall, for the duration of the Subscription Term, promptly notify and provide Subscriber of free Product updates and upgrades that Licensor makes generally available to subscribers of the Products. Such free Product updates and upgrades do not include any custom development or implementation undertaken on Subscriber's behalf.
- 5.3. Licensor shall notify Subscriber as soon as reasonably feasible of any intended material change, discontinuation or addition to the Products listed on Exhibit A. Additional terms regarding Product may be described on Exhibit A.
- 5.4. Licensor shall perform the following duties: (i) assist Subscriber with any and all documentation required to execute this Agreement; (ii) assist Subscriber with the download and installation of Licensor's Products; (iii) train Subscriber and Authorized Users on the features and use of Licensor's Products; and (iv) provide support for Licensor's Products as described below.
- 5.5. Licensor shall provide the following support for the duration of the Subscription Term: (i) provide Licensor's contact information; (ii) respond within one (1) hour via phone or email from initial contact from Subscriber; (iii) contact and assist Subscriber with Product updates/upgrades; and (iv) train new Authorized Users.
- 5.6. Support required by Subscriber outside of normal business hours may incur additional costs to Subscriber.

6. TERMS OF PAYMENT

- 6.1. At Licensor's discretion, Subscription Fees, reimbursable expenses, interest, and other costs for which Subscriber is obligated may be invoiced together or separately.
- 6.2. In the event of nonpayment or late payment by Subscriber, Licensor reserves the right to suspend the Subscription pending Subscriber's payment of all amounts in arrears or to terminate this Agreement in accordance with Section 12 below, and/or pursue other remedies permitted by law. Subscriber agrees to be responsible and liable for all collection costs, including reasonable attorney fees, incurred as a result of nonpayment of the Subscription Fees and/or reimbursable expenses, as well as for interest on past due sums at the lesser of the maximum legally chargeable interest rate or 18 percent per annum.
- 6.3. In the event of early termination of any Subscription or this Agreement, Subscriber agrees to pay Licensor compensation in an amount consisting of the following: (i) any amounts owed by Subscriber in the form of outstanding payments as of the time of termination; and (ii) fifty (50) percent of the total balance due of the remaining Subscription Term, capped to a maximum of six months.

7. RENEWAL

7.1. Each Subscription associated with this Agreement shall remain in force for the duration of its Subscription Term, unless terminated in accordance with Section(s) 9 or 11 below. Licensor shall notify Subscriber of renewal terms ninety (90) days prior to the end of the Subscription Term. If a renewal Agreement is not in place by the end of the Subscription Term, the Subscription Agreement will renew automatically for a period equivalent to the length of the current Subscription Term at current pricing. Any renewal period shall be governed by the terms and conditions of this Agreement, unless modified by terms provided by Licensor to Subscriber prior to the commencement of a renewal term.

7.2. This Agreement shall remain in full force and effect for as long as any Subscription remains active.

8. VOLUNTARY SUSPENSION OF SUBSCRIPTION

8.1. Whenever a situation may arise where Subscriber needs to suspend the operations for which a particular Subscription is used, Subscriber shall have the right to request that Licensor suspend any or all Subscriptions for a specified period of time without incurring early termination penalties and reactivation charges. The terms and conditions for suspension and reactivation of the Subscription(s) shall be made by a written instrument, agreed and signed by both Parties. At no time shall such a Voluntary Suspension be longer than ninety (90) calendar days.

9. TERMINATION OF SUBSCRIPTION

9.1. The Parties may voluntarily terminate any Subscription prior to the expiration date of the Subscription Term, without indicating their reasons for termination, by serving written notice to the other Party no later than thirty (30) days prior to the date of termination. Access to and usage of the Products related to the terminated Subscription shall be prohibited as of the date of termination. Upon termination, with respect to the Products related to the Subscription being terminated, Subscriber shall (i) discontinue all use of the Products, and components thereof; and (ii) if so required elsewhere in this Agreement or Exhibits, return or destroy any items relating to the Products (including but not limited to, media, software, hardware, and electronic and printed documentation).

9.2. Any remaining Active Subscriptions shall remain in full force unless terminated as provided herein.

10. REFUND

10.1. In the event of voluntary termination of any Subscription(s) or this Agreement, Licensor shall refund to Subscriber the unused portion of the total Subscription Fee pre-paid by Subscriber for the Subscription Term for any Subscription(s) being terminated. The unused portion of the Subscription Fee shall be calculated beginning on the thirty-first (31) day after receiving written notice from Subscriber, less any amounts owed by Subscriber for unpaid fees as of the termination date.

10.2. Should Licensor terminate this Agreement due to a breach on the part of Subscriber, Subscriber will not be entitled to a refund.

11. TERMINATION OF AGREEMENT

11.1. The Parties may voluntarily terminate this Agreement at any time, subject to the provisions of Section 10, by serving written notice to the other Party no later than thirty (30) days prior to the date of termination.

- 11.2. Licensor may terminate this Agreement without prior notice in the event of Subscriber's breach of any of the terms and conditions of this Agreement. Alternatively, Licensor may temporarily suspend any or all Active Subscriptions until the breach is cured, provided, however, that if Subscriber fails to cure the breach within thirty (30) days after receiving written notice, this Agreement shall automatically terminate without further notice. Access to and usage of the Product related to the suspended Subscription(s) shall be prohibited as of the date of suspension thereof. Subscriber shall be liable for all fees and costs incurred during the period of such suspension. Upon termination of this Agreement, Subscriber shall (i) discontinue all use of the Product; (ii) if so required elsewhere in this Agreement or Exhibits, return or destroy any items relating to the Product (including but not limited to media, software, hardware, and electronic and printed documentation); and (iii) provide written notice to Licensor by mail, fax, or email, certifying that Subscriber has complied with this paragraph.
- 11.3. Licensor shall not be liable for any expenses incurred by Subscriber as a result of termination of this Agreement as a whole or any Subscription in particular.
- 11.4. The provisions and terms of this Agreement pertaining to the Parties' financial obligations and liability, proprietary rights, copyright protection, as well as Subscriber obligations relating to the termination procedures described herein and any other provision which by its nature should survive, shall remain in force after any termination of this Agreement as a whole or any Subscription in particular.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Products, and other items supplied by Licensor may contain authorship materials, trademarks, word-marks and other materials that are protected by international conventions and national trademark and copyright laws. All proprietary rights and rights of ownership shall be reserved to their owners, including rights of authorship, creation of derivative works (including translation to foreign languages), inclusion in compilations and collective works, dissemination, and other rights. Subscriber shall refrain from claiming proprietary rights by virtue of access and use of the Products, and components thereof.

13. CONFIDENTIALITY

- 13.1. If Licensor and Subscriber have signed a separate non-disclosure agreement, the terms of such non-disclosure agreement control and are incorporated herein. In the event that Licensor and Subscriber have not signed a separate non-disclosure agreement, Subscriber acknowledges that by reason of this Agreement herein it will have access to certain confidential information and materials concerning Licensor's business, plans, methodology, customers, technology, and Product, including without limitation certain information that Licensor considers to be trade secrets ("Confidential Information"). Subscriber agrees that, except in conjunction with the performance of its obligations contained herein, Subscriber will not use in any way for its own account or the account of any third party, nor disclose to any third party except as may be required by law, any such confidential information revealed to it in written or other tangible form or orally, and identified as confidential or which by the nature of the information or the context of its disclosure ought to be understood to be confidential, by Licensor without the prior written consent of Licensor. Subscriber shall take every reasonable precaution to protect the confidentiality of such information. Upon request by Subscriber, Licensor shall advise whether or not it considers any particular information or materials to be confidential. If Subscriber is required to make any disclosure of Licensor's confidential information, to the extent it may legally do so, it will give reasonable advance written

notice to Licensor of such disclosure and will use its reasonable efforts to secure confidential treatment of such confidential information prior to its disclosure (whether through protective orders or otherwise). Each party shall be entitled to disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement shall be treated as confidential and shall not be disclosed to any third party; provided, however, that each party may disclose the terms and conditions of this Agreement as follows: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; (iv) in confidence, to banks, investors, underwriters, investment bankers and other financing sources and their advisors; and (v) in connection with the enforcement of this Agreement or rights under this Agreement.

14. FORCE MAJEURE

14.1. The Parties shall be absolved of liability for delays caused by events beyond the Parties' control. Such events shall include acts of natural phenomena, war, popular unrest, epidemics, fire, flood, earthquake and other natural disasters, failures in the operation of computer networks and communications systems, and disruptions in the operation of postal and courier services.

15. DISCLAIMER OF WARRANTIES

15.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR, ITS PARTNERS, AND SUPPLIERS PROVIDE THE INFORMATION AND THE PRODUCTS "AS IS" WITH ALL FAULTS AND DEFECTS THEREIN AND WITHOUT ANY WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE INFORMATION, SERVICES AND PRODUCTS OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES FOR SUCH INFORMATION AND PRODUCTS OR OTHERWISE ARISING OUT OF THE USE OF THE INFORMATION, SERVICES, AND PRODUCTS. THE INFORMATION FURNISHED BY LICENSOR MAY BE USED SOLELY FOR REFERENCE PURPOSES IN THE PROCESS OF INFORMATION EXCHANGE AND SHALL BE USED IN ADDITION TO AND IN CONJUNCTION WITH APPLICABLE REQUIREMENTS OF LAWS, CODES, RULES, REGULATIONS, STANDARDS, AND OTHER REQUIREMENTS ESTABLISHED BY AUTHORITIES POSSESSING VARIOUS LEVELS OF JURISDICTION. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NONINFRINGEMENT WITH REGARD TO THE INFORMATION AND PRODUCT PROVIDED.

16. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

16.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR, ITS PARTNERS, OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF CONTENT OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT OR THE PROVISION OF OR FAILURE TO

PROVIDE SUPPORT OR OTHER SERVICES FOR SUCH PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR, ITS PARTNERS, OR ANY SUPPLIER, AND EVEN IF LICENSOR, ITS PARTNER, OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER SHALL REFRAIN FROM ASSIGNING LIABILITY TO LICENSOR FOR USAGE OF THE INFORMATION SUPPLIED, BASED ON THE CIRCUMSTANCE THAT LICENSOR MERELY SUPPLIES THE INFORMATION BUT DOES NOT GENERATE IT, UNLESS EXPRESSLY STIPULATED OTHERWISE.

17. LIMITATION OF LIABILITY AND REMEDIES

17.1. NOTWITHSTANDING ANY DAMAGES THAT SUBSCRIBER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF LICENSOR, ITS PARTNER, AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT OR ANY THEORY OF LIABILITY SHALL BE LIMITED TO THE GREATER OF THE SUBSCRIPTION FEE ACTUALLY PAID BY SUBSCRIBER OR USD10.00. ANY CAUSE OF ACTION BY SUBSCRIBER WITH RESPECT TO ANY PRODUCT PROVIDED MUST BE INSTITUTED WITHIN ONE (1) YEAR OF THE CLAIM OR CAUSE OF ACTION HAVING ARISEN. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. ASSIGNMENT OF RIGHTS

18.1. Subscriber may not assign or sublicense the rights granted under this Agreement to any party, wholly or in part, without Licensor's prior written consent. Any unauthorized attempt by Subscriber to assign this Agreement or its rights and obligations under this Agreement to a third party shall be deemed null and void and contrary to the terms and conditions of this Agreement.

19. GOVERNING LAW

19.1. This Agreement shall be governed by the laws of the State of Washington.

20. ENTIRE AGREEMENT

20.1. This Agreement, along with Exhibits and any attachments hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof. Unless specifically stated herein to the contrary, this Agreement does not apply to any other oral or written agreement between the Parties but supersedes all prior written and contemporaneous oral negotiations, discussions, commitments, and understandings ("Prior Agreements") with respect to the subject matter hereof. In the event any such Prior Agreement remains in effect to the extent required by applicable law, if there is a conflict between the provisions of this Agreement and such Prior Agreement, the provisions stipulated in the body of this Agreement shall control.

20.2. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or of any other provision of this Agreement.

21. NOTICES

21.1. Notices by Parties may be given by means of electronic mail, fax, or by conventional mail, unless otherwise specified in this Agreement.

21.2. All notices to Licensor must be sent to the addresses listed on the following web page: <http://www.avcaptureall.com/PublicPages/Company/ContactUs/tabid/195/Default.aspx>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized officers or representatives as of the date first above written.

AV Capture All, Inc.

Franklin County, WA.

By: 

By: _____

Print Name: Chad Swanson

Print Name: _____

Title: CEO

Title: _____

Date: 09/25/2019

Date: _____

Approved as to form


PROSECUTING ATTORNEY'S OFFICE

EXHIBIT A

Business Terms

1. Subscription Term: 10/01/2019 – 09/30/2022 (36 Months)

Product/Service	Lic's	Unit Price	Extended Amt
Subscription - Legislative Plus	1	\$399. ⁰⁰ /Mo	\$399. ⁰⁰ /Mo
- Agenda Voting Application (AVA)			
- Public Access – 500 Hrs			
- Archive –2,500 Hrs			
- Live-Stream-500			
- Unlimited Customer Support			
		TOTAL:	<u>\$399.⁰⁰/Mo</u>
Annual Payment			
Total Annual Subscription Price (Monthly x 12)			<u>\$4,788.⁰⁰/Yr</u>

2. Licensor Representative:

- Representative Name: Chad Swanson
- Representative Phone: **888-360-2822**
- Representative Email: chad.swanson@avcaptureall.com

3. Subscriber Contact Information:

- Agency: **Franklin County, WA.**
- Authorized Representative Name: Liz Cupples
- Authorized Representative Email: lcupples@co.franklin.wa.us
- Mailing Address: 1016 N. 4th Ave
- Street Address: 1016 N. 4th Ave
- Phone: (509) 546-5875
- Fax: (509) 546-5871
- Administrative Contact Name: Marc van den dikkenberg
- Administrative Contact Phone: (509) 545-3846
- Administrative Contact Email: marcv@co.franklin.wa.us
- Accounts Payable Name: Accounts Payable
- Accounts Payable Phone: (509) 545-3505
- Accounts Payable Email: accounts@co.franklin.wa.us

Subscription Description

The AVCA Legislative subscription includes **Software, Services & Support**.

Software: The software is a PC desktop application that handles the A/V recording, document integration/syncing, and publishing online. The application is designed for use by a clerk to record and publish meetings online easily and efficiently. The software provides an intuitive user interface enabling the Clerk to import Agendas, Minutes and all Council related documents. All documents are attached to the Audio/Video recording, indexed for searching, and published online for public access. Agenda topics are synchronized to the Audio/Video recording, enabling citizens to jump directly to topics of interest while viewing online. Council members' motions and votes are captured and synchronized to the recording as well.

Services: The Services include On-Demand Streaming (Public Access), Archiving (Authorized User Access), and Live Streaming (Public Access). Content that has been dropped into Archive may be made available for Public Access at Subscriber's discretion. Recorded meetings are accessed by the public through the Agency's website, while the content is hosted and streamed using AVCA's Content Distribution Network (CDN). Authorized Users have the ability to log into Subscriber's account to manage published content, make necessary changes, and access optional private sessions not intended for public viewing. Authorized Users have two levels of security; administrator and standard user. Administrative users can manage user accounts and all users can retrieve their own credentials if lost.

Legislative Basic - This package includes 100 hrs of on-demand content in Public Access, and 300 hrs of content in Archive. Sessions are recorded locally, then published to cloud storage for hosting, streaming, and public dissemination. Once the total has hit 100 hrs, newly published sessions get published in and the older sessions drop into Archive. Individual sessions can always be un-archived and the oldest in public access will drop into Archive to make room. Once the Archive total of 300 hrs is hit, the oldest sessions drop into 'dark storage' and are available to the customer upon request.

Legislative Plus - . This package includes 500 hrs of on-demand content in Public Access, 1,500 hrs of content in Archive, and 500 users per calendar month of Live Streaming. Sessions are recorded locally, then published to cloud storage for hosting, streaming, and public dissemination. Once the total has hit 500 hrs, newly published sessions get published in and the older sessions drop into Archive. Individual sessions can always be un-archived and the oldest in public access will drop into Archive to make room. Once the Archive total of 1,500 hrs is hit, the oldest sessions drop into 'dark storage' and are available to the customer upon request. Live streaming is limited to 500 users per calendar month, as defined by publicly addressable IP's. Live streaming is not shut off if the limit is breached, but is only monitored month-to-month. If consistently exceeded, the customer can upgrade to a higher plan.

Legislative Unlimited – This package has no limits to the services. All content will remain in Public Access for the duration of the subscription, with no sessions dropping into Archive unless chosen to do so by Subscriber. Live Streaming has no limits to the number of users accessing the stream.

Support: Support includes installation, training, upgrades/updates, and on-going user support for the duration of the subscription, with live customer support assistance between 5:00 AM PST/PDT – 9:00 PM PST/PDT. Contact for support is support@avcaptureall.com or 888-360-2822 x2.