

AMENDMENT 1 TO THE SERVICES AGREEMENT WITH AMERICAN PLATFORM SERVICES, AN ARIZONA LLC., DBA THERECORDXCHANGE

This Amendment 1 to the "Services Agreement," (the "Master Agreement"), executed on August 10, 2022, by and between Snohomish County, a political subdivision of the State of Washington (the "County") and American Platform Services, an Arizona LLC., d/b/a TheRecordXchange (the "Contractor") duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 28th day of October, 2022.

RECITALS

WHEREAS, the County and American Platform Services, an Arizona LLC., d/b/a TheRecordXchange are the parties to that certain Services Agreement executed on August 10, 2022, (the "Master Agreement"); and

WHEREAS, TheRecordXchange services are required as a third-party component of the digital court recording system and were a part of the original RFP-01-19SB proposal submitted by and awarded to ExhibitOne; and

WHEREAS, the County executed the Master Agreement with TheRecordXchange on August 10, 2022, to design, deploy and configure a cloud-based customized web portal for District Court for capturing and fulfilling requests for public access to digital court recordings captured by the ExhibitOne platform; and

WHEREAS, a cloud-based customized web portal is also required for Superior Court to capture and fulfill requests for public access to digital court recordings captured by the ExhibitOne platform; and

WHEREAS, to that end, the parties have agreed to add a Superior Court web portal to the County's Master Agreement with TheRecordXchange for an additional annual fee of \$13,800 which is a maximum contract amount of \$41,400 for the initial term and all optional terms plus applicable sales tax; and

WHEREAS, beginning 8/1/2023, the SaaS subscription provided for Superior Court will be co-termed with the subscription provided for District Court from August 1 each year through July 31 of the following year.

WHEREAS, the first year subscription for Superior Court will be pro-rated for the term from 11/1/2022 through 7/31/2023.

NOW, THEREFORE, for and consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. Attachment C – Audio Sales, Snohomish County Superior Court, Washington, is hereby attached to this Amendment 1 and by this reference incorporated into the Master Agreement.

Section 2. Part 2.01 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

- 2.01 Contractor shall provide online audio/video/transcript request, payment and distribution platform services- Software as a Service (SaaS) subscription services- for the benefit of the County with terms as specified in “Attachment A”. The service shall be consistent with that described in the Attachment B, "**Audio Sales, Snohomish County District Court, Washington**", dated **April 2, 2022**, or Attachment C, "**Audio Sales, Snohomish County Superior Court, Washington**", dated **August 16, 2022**, attached hereto and by this reference incorporated into this Agreement.

Section 3. Part 4.01 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

- 4.01 Contractor shall furnish all labor, materials and supplies necessary to complete the work as described in Attachment B and Attachment C in accordance with the Terms of Service, Attachment A. The County shall compensate Contractor at the set rate of:
 - a. For District Court: Six Thousand Six Hundred Dollars (\$6,600.00) per year, due and payable to the Contractor annually, beginning with the SaaS subscription year that starts on August 1, 2023.
 - b. For Superior Court: Thirteen Thousand Eight Hundred Dollars (\$13,800.00) per year, due and payable to the Contractor annually, beginning with the first prorated SaaS subscription year that starts on 11/1/2023 and ends 7/31/2023. Beginning 8/1/23, the SaaS subscription provided for Superior Court will be co-termed with the SaaS subscription provided for District Court from August 1 each year through July 31 of the following year.

Notwithstanding any other provision of this Agreement, should the County terminate this Agreement, any yearly unpaid balance shall not be owed to the Contractor, and any paid balance shall not be owed to the County.

- 4.01.1 Compensation defined in this section is calculated based on the SaaS Subscription supporting:

- a. For District Court: Eleven (11) courtrooms and/or hearing rooms ("Rooms").
- b. For Superior Court: Twenty-Three (23) courtrooms and/or hearing rooms ("Rooms").

If, during the Term of this Agreement, the number of Rooms covered by this Agreement changes, the annual SaaS subscription amount may be amended, in writing, up or down at a rate of Six Hundred Dollars (\$600.00) per year per Room. The amount invoiced for the initial SAAS subscription term shall be prorated to represent only the number of months remaining in the then current SAAS subscription term.

Section 4. Part 4.02 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

- 4.02 Contractor proposes to design, deploy and configure a customized web portal as described in Attachment B and Attachment C. The Contractor shall waive the one-time implementation fee referenced in Attachment B and Attachment C.

Section 5. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the day and year first written above.


COUNTY:

Snohomish County, a political subdivision of the State of Washington

By Klein, Kenneth Klein, Kenneth
2022.10.28 10:51:09 -07'00'
 Name: Ken Klein
 Title: Executive Director
 Date: _____

CONTRACTOR:

American Platform Services, an Arizona LLC., d/b/a TheRecordXchange

By 
 Name: Steve Townsend
 Title: President & CEO
 Date: October 3, 2022

Approved as to Insurance and Indemnification Provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.10.06 15:35:13 -07'00'

COUNCIL USE ONLY	
Approved	<u>10/25/2022</u>
ECAF #	<u>2022-0926</u>
MOT/ORD	<u>Motion 22-438</u>

Risk Management



TheRecord**Xchange**
Take Charge!

"Attachment C"

Audio Sales

Snohomish County
Superior Court,
Washington

August 16, 2022

Audio Sales in Snohomish County

For courts that provide public access to digital court recordings, TheRecordXchange is a cloud-based solution for capturing and fulfilling requests. Unlike static online or paper forms and CD or FTP distribution methods, TheRecordXchange streamlines online requests, eliminates physical media, simplifies any financial transaction with a full featured e-commerce solution and ends any technical challenges by streaming recordings right from the browser.

Managing orders, processing payments and delivering recordings can be difficult for courts and for ordering parties. TheRecordXchange has created the most intuitive and efficient cloud-based solution to sell and distribute all types of courtroom recordings.

There is no software to install and no merchant accounts to set up. Your custom audio ordering site can be operational in no time and TheRecordXchange will support you every step of the way.

TheRecordXchange works with all media types including both FTR and Liberty. Snohomish does not need to wait for the deployment of its new Liberty recording solution to begin saving time and money with TheRecordXchange. A fully functional ecommerce site and audio distribution solution can be deployed in a matter of days.

Watch a brief overview video by clicking [here](#)



Presentation Overview

- *Project goals*
- *Audio requests*
- *Requestor types and payment options*
- *Access to recordings*
- *Processing & Delivery*
- *Security*
- *Customer Support*
- *Reports*
- *Pricing*

Project Goals

- *Reduce staff time and effort*
- *Eliminate physical media and other costs*
- *Eliminate the burden of customer support*
- *Simplify customer payments*
- *Improve timeliness of delivery*
- *Improve overall customer experience*
- *Capture management data regarding audio requests*
- *Improve security and privacy conditions*

Requesting parties are directed to an audio request page similar to the sample on the right. The page offers ample space for the court to inform requestors about the process and any terms and conditions to which they may need to agree.

The requesting party completes the form and submits the audio request. They can request only one case at a time but as many days of that case as needed.

If the court chooses to charge customers for recordings, TheRecordXchange recommends that payment be required at the time the audio request is placed. This saves the court from putting effort into requests that may not materialize. TheRecordXchange can issue refunds easily if required.

In the process, the requesting party will create an account in the system. Creating an account requires only a name, email address and password. The requesting user will then receive email notices regarding activity on the request and will access the delivered audio when its available.

Request Audio Recording



HOW DO I REQUEST AN AUDIO RECORDING?

To request a copy of a digital audio recording of a court proceeding, complete the secure online order form on the right and submit the order. When you make your first request, you will create a user account in TheRecordXchange. You will be asked to make a payment via credit or debit card. If you need to make other payment arrangements, you can select the blue circle at the bottom right of the screen to get help. Digital audio recordings can be downloaded or you can play the recording directly from your online account.

Please Note: Digital audio recordings may not be available for all Court proceedings. Once an order is submitted, the Snohomish County District Court staff will determine if the ordered audio is available. If the ordered audio is not available, a refund will be given.


IS A VIDEO RECORDING AVAILABLE?


No. The Court recording system records **audio only**; no video is captured.

WHAT IS THE COST FOR AN AUDIO RECORDING?


Audio recordings are \$20.00 per hearing date. The Court must receive payment in full before processing your order. You can pay with a credit or debit card. If you need to make other payment arrangements, you can select the blue circle at the bottom right of the screen to get help. If the audio requested covers multiple recording dates, there will be a \$20 fee for each recording date requested.

CAN I USE THE AUDIO RECORDING AS THE OFFICIAL COURT RECORD?


* Case Participant Name(s) 


* Case Number / Docket Number 



* Division

-- Please Select Division -- 

* Judges/Commissioners

-- Please Select -- 

* Hearing Date(s) 

  
[ADD ANOTHER DATE](#)

Confidential
Check box if ANY portion of the hearing(s) listed has been ruled confidential by a Judge.

Fee Waiver
A reduced fee program is provided to eligible persons based on the requestor's ability to pay. Ability to pay is determined by the household size and monthly income relative to a discount schedule based on the most recently available federal poverty income guidelines. Requestors applying for reduced fees must provide a true and correct affidavit of monthly income and family size. No records will be provided until after determination of eligibility is made and all applicable fees, if any, are paid in full.
UNDER PENALTY OF PERJURY ALL INFORMATION PROVIDED IS SUBJECT TO VERIFICATION.
[Download the Reduced Fee Application](#)
You may proceed with your request by clicking the "View Request" button below.

Comments



Requestor Types and Payment Options

- ***TheRecordXchange will deploy its full featured e-commerce solution with the site.***
 - All major credit cards can be accepted
 - PayPal and other electronic payment methods can also be made available
 - Checks and money orders are also acceptable forms of payment
 - TheRecordXchange handles all refunds quickly and efficiently
- ***The court may also choose to charge some customers and not others***
 - It is common to charge private parties but not internal users or other government agencies
 - TheRecordXchange can be programmed to display payment features based on requestor type



Access to Recordings

- *Court staff will access and upload recordings on a per request basis*
 - *Assigned court staff will be notified of a request and can upload native digital recording files to TheRecordXchange*
 - *TheRecordXchange will provide all required training to help staff complete the fulfillment process*

Orders > 13-003217 >

David Diehl vs Amber Waskiewicz

Upload Files

Details

Messages **1**

Payments

Downloads

People

Case Name **David Diehl vs Amber Waskiewicz**
Case Number: **C-07-FM-19-000641**
Appeal Number: **N/A**
Jurisdiction: **Circuit Court of Cecil County Maryland**
Presiding Officer: **Jane Cairns Murray**

Customer: Molly Bodendorfer
Date Submitted: **03/09/2020 02:03 pm**
Requested Delivery Date: **03/10/2020**
Payment Type: **Private** ⓘ



Processing and Delivery

TheRecordXchange will process the recordings quickly and make them available to the requesting party in a streaming format right from their request. If video becomes an option in the future, the streaming site works equally well and displays the video. The court may choose to restrict access to the audio to “streaming only” and not allow downloads. downloading restriction can be imposed across all requests, across a class of requests (such as confidential), or on a case-by-case basis.

Howard v Howard

Order #: 17-000010
Status: **Cancelled**
Authorization: Not Required
Completed Date:

Order Deliverables Archive Request

Details Messages Payments Routing **Player** Share Content Notes Admin

Tuesday, October 26, 2021

10:52:24 AM **10:52:24 AM** 1:57:51 PM

Duration: 0:23:51

No VoiceCopy content available.



Download & Deletion Policies

During the request process, the requesting party will be instructed that the requested recording(s) will be available for download for a specified number of days. The numbers of days available will be at the discretion of the Clerk's office. After the specified number of days, the recording(s) will no longer be available to the requesting party and TheRecordXchange will delete the files from cloud storage. If the requesting party wishes to have access to the files a second time, they will be required to place a new request.

ST OF AZ VS MONTGOMERY, CHRISTOPHER

Order #: 15-000222
Status: **Completed**
Completed Date: 08/08/2022

Order Deliverables Archive Request

Details Messages **1** Payments Routing **Player** Share Content Notes Admin

Friday, September 03, 2021

8:45:03 AM 8:45:03 AM 2:05:28 PM

Duration: 4:15:59

No VoiceCopy content available.



Security

The court can require requestors to accept specific terms and conditions prior to accessing the recordings. The “terms and conditions” to be accepted can be drafted by the court and can include variable information to make the acceptance unique to the specific recordings being accessed.

Once a user accepts the terms and conditions, TheRecordXchange logs that acceptance indicating the user and acceptance date and time.

State of Indiana v Smith

Upload Files

Details Messages

Show 100 entries

Cole-20200422-1410-1.mp3

Terms and Conditions

I do hereby acknowledge that as a condition of my receipt of the audio recording of the proceedings from the court hearing(s) on 04/06/2020; in the case(s) of 1111111111, I shall comply with the prohibitions set forth in Indiana Judicial Conduct Rule 2.17:

RULE 2.17: Prohibiting Broadcasting of Proceedings

Except with prior approval of the Indiana Supreme Court, a judge shall prohibit broadcasting, televising, recording, or taking photographs in the courtroom and areas immediately adjacent thereto during sessions of court or recesses between sessions, except that a judge may authorize:

1. the use of electronic or photographic means for the presentation of evidence, for the perpetuation of a record, or for other purposes of judicial administration;
2. the broadcasting, televising, recording, or photographing of investitive, ceremonial, or naturalization proceedings;
3. the photographic or electronic recording and reproduction of appropriate court proceedings under the following conditions:
 - a. the means of recording will not distract participants or impair the dignity of the proceedings;
 - b. the parties have consented, and the consent to being depicted or recorded has been obtained from each witness appearing in the recording and reproduction;
 - c. the reproduction will not be exhibited until after the proceeding has been concluded and all direct appeals have been exhausted; and
 - d. the reproduction will be exhibited only for instructional purposes in educational institutions.

Accordingly, I hereby acknowledge and agree that I will not copy or broadcast said recording, that I will not add to or delete from said recording, and that I will not in any way alter said recording. I further understand and acknowledge that I may take notes of the audio recording as I listen to it.

Upload Files

Details Messages Audio People

Enter new message

Show 10 entries

Date	From	
05/27/2020 10:47 am	Larry Litigator	Larry Litigator accepted terms for downloads.
05/21/2020 06:08 pm	Marion Admin	Changed customer to Larry Litigator
05/21/2020 06:07 pm		Request Submitted

Showing 1 to 3 of 3 e



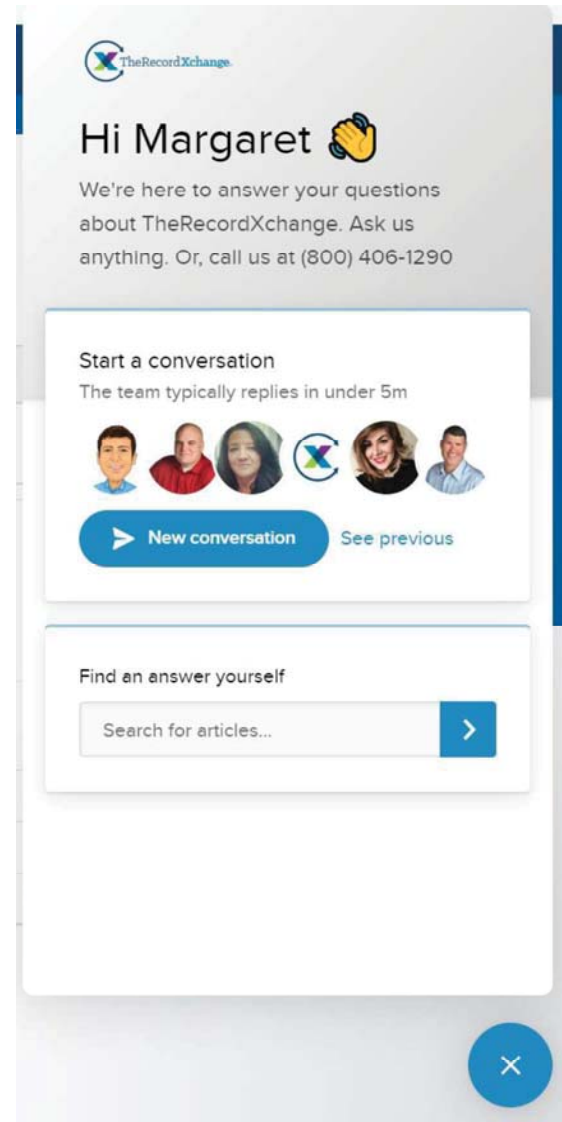
Customer Support

Supporting the public and the local legal community on digital players and web-based solutions can be a real challenge. Courts typically do not have the human resources, time or budget to support users effectively.

TheRecordXchange changes all of that. If users need support of any type, they simply click the blue chat circle in the bottom right of the screen. A TRX customer service representative will assist them right away.

Support is also available via e-mail and telephone. TheRecordXchange also provides a robust knowledge base and set of on-screen help icons that allow users to read descriptions of the tools they are using.

TheRecordXchange delivers content in the most useable format possible and then provides support to make sure every customer has a great experience.



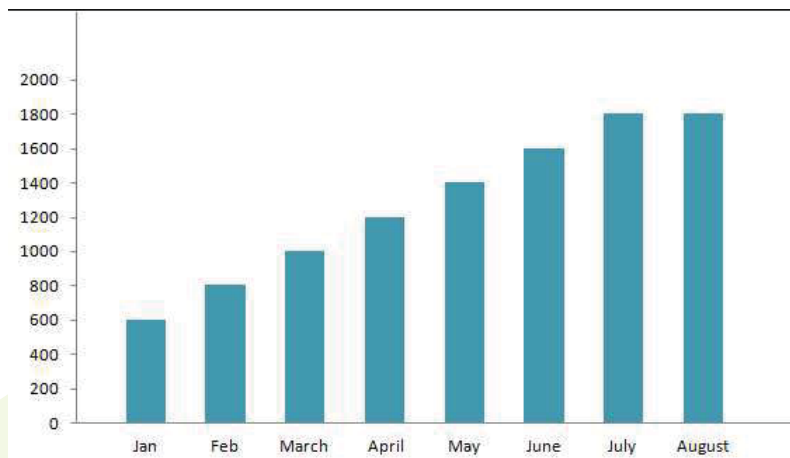
Reports

- ***Realtime Reporting***

- *The court will have access to real-time reports regarding volume, request turnaround times and financial data*
- *TheRecordXchange can customize reports to specific requirements as requested*

- ***Monthly, Quarterly and Annual Reports***

- *Periodic reports can be distributed for accounting and budgeting purposes*



Snohomish County Superior Court Proposed Pricing

- ***Standard Subscription Level***
 - Unless internal data indicates a greater volume, TheRecordXchange proposes the Standard subscription
 - Standard – 1 to 3 audio requests per month per courtroom, \$600/courtroom per year (paid annually)
- ***23 Active Courtrooms***
 - Back-up rooms are not counted
- ***Subscription Fee***
 - \$13,800 per year
 - Invoiced and paid annually
- ***Implementation Fee***
 - \$0 one-time implementation fee
 - Includes design, deployment and configuration of customized web portal
 - Training of Court staff including in implementation fee
 - Includes initial supply of courtroom placards (25) and business card handouts (500) directing public to the web portal
- ***Transaction Fees***
 - 10% of fees collected

