

EMERGENCY RESOLUTION NO. 10-2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND CGI COMMUNICATIONS, INC. FOR THE DEVELOPMENT AND IMPLEMENTATION OF A COMMUNITY VIDEO AND DECLARING AN EMERGENCY.

WHEREAS, in partnership with the U. S. Conference of Mayors and the National League of Cities, CGI Communications will provide a cost-free community showcase video program to the City of Monroe; and

WHEREAS, Council desires to enter into an agreement to participate in this program to help promote the City of Monroe.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and CGI Communications, Inc. for the development and implementation of a community video pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to authorize the agreement at the earliest possible date prior to dates of production becoming unavailable in 2014. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: March 11, 2014

ATTEST:



Clerk of Council

APPROVED:



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

I, the undersigned Clerk of Council of the City of Monroe, Ohio, hereby certify that the foregoing (ordinance or resolution) was published as Required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio"

2014 Community Video Tour Agreement

Exhibit "A" E. Res No. 10-2014

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
(800) 398-3029 phone
(866) 429-8611 fax

Name: William Brock
Title: City Manager
Address: 233 S Main St
City, State, Zip: Monroe, OH 45050
Phone: 513-539-7374
Email: brockb@monroehio.org
Website: www.monroehio.org

This agreement is between CGI Communications, Inc. and the City of Monroe and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.monroehio.org website homepage for viewer access. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI Communications, Inc shall provide a Community Video Program as follows:

- One Welcome video from your Mayor or other civic leader
- Up to two additional videos to showcase various aspects of your community (providing a total of three 1 minute community highlight videos)
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film videos
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval any revision, including final draft, shall be deemed approved if no response is received by us within thirty (30) days of request
- Patented OneClick Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia and QuickTime
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Businesses will be allowed to purchase various digital media products and services from CGI Communications and its company affiliates
- Duration of sponsor participation will be one to two years and CGI Communications is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by CGI Communications providing HTML source code for graphic link to be prominently displayed on the www.monroehio.org website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- CGI Communications will own copyrights of the master Community Video Program
- The City of Monroe will assume no cost or liability for this project

The City of Monroe shall:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI Communications the right to use organization's name in connection with the preparation, production, and marketing of the program
- Display the "Coming Soon" graphic link prominently on the www.monroehio.org website homepage within 10 business days of receipt of HTML source code
- Agrees to display the "Video Tour" link to be no less than 150 by 400 pixels prominently on the www.monroehio.org website homepage for the term of this agreement
- In the event contract signatory changes, the City of Monroe agreement shall remain valid until the agreed upon expiration date
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

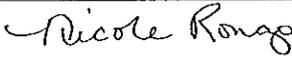
This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein. Breach of any one provision shall not negate requirements of any other provision.

We, the undersigned, understand the above information and have full authority to sign this agreement

The City of Monroe, OH

CGI Communications, Inc.

Signature:

Signature: 

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing

Date:

Date: February 25, 2014