



2019 Community Video Program

Name: Maggie Santos

Title: Communications Director

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City, State, Zip: Doral, FL 33166

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This agreement is between CGI Communications, Inc. ("CGI") and the City of Doral (the "City") 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 viewer access on different devices via a link on the www.cityofdoral.com homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 8 video chapters with subject matter that includes: a Welcome, Love My City, and 6 additional videos
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to City locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to City's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode 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
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from City website, including any alternate versions of City's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.cityofdoral.com 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. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to City a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- **Sponsorship Policy:** It is the policy of CGI Communications/e-LocalLink not to solicit or otherwise provide sponsorship opportunities to any business or organization that may be perceived as offensive. These types of establishments include, but are not limited to, adult bookstores/entertainment, pawnshops, and tattoo/piercing parlors
- Additionally, the participating community may advise CGI Communications/e-LocalLink of specific businesses to be disallowed as sponsors. The participating community must advise CGI Communications/e-LocalLink of this information in writing PRIOR to the beginning of the sponsorship solicitation campaign. The City reserves the right to refuse any sponsorships or advertising that it determines is objectionable.
- As a privately owned company, independent of the participating community, CGI/e-LocalLink can eliminate from consideration those companies and organizations it deems inappropriate. The participating community is not responsible for actions taken by CGI/e-LocalLink in eliminating from consideration those businesses and organizations CGI/e-LocalLink has deemed inappropriate.
- Multiple segments of aerial footage pending approval from FAA and any airports within a 5 mile radius of filming location(s)

During the term of this Agreement, the City shall:

- Provide a letter of introduction for the program on City's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofdoral.com homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofdoral.com homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the city will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

Third Party Infringement

- CGI represents and warrants that the video programs are the sole work of GGI and do not infringe the intellectual property rights of any third parties. Further, CGI agrees to indemnify the City against any claims brought against the City alleging that the video programs infringe the intellectual property rights of any third parties.

Indemnification.

- CGI agrees to indemnify, defend and hold harmless the City and its and officers, employees, agents, assigns from and against any and all claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of the production of the videos, together with any and all claims that the videos infringe on the intellectual property of a third party.

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. City warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

City of Doral, FL

CGI Communications, Inc.

Signature:

Name (printed):

Albert P. Chidress

Name (printed): Nicole Rongo

Title:

City Manager

Title: Vice President of Marketing and Acquisitions

Date:

Aug. 23, 2019

Date: May 30, 2019

 COMMUNICATIONS

130 East Main Street, 5th Floor
Rochester, NY 14604

Phone: 800.398.3029
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RESOLUTION No. 19-178

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A FREE OF COST PARTNERSHIP WITH CGI COMMUNICATIONS FOR A COMMUNITY SHOWCASE VIDEO PROGRAM FOR THE PRODUCTION OF EIGHT (8) VIDEOS TO PROMOTE AND SPOTLIGHT THE CITY OF DORAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CGI Communications is a company dedicated to serving communities and businesses across the United States. Their video programs help tell the stories of communities that make up the majority of the nation, while also putting Main Street businesses in the spotlight; and

WHEREAS, CGI's Community Showcase Video Program is nationally recognized as a vehicle to enhance municipal websites, delivering information that online visitors are seeking. In turn, this service assists in community growth and development. The program is a sole source solution endorsed by the National League of Cities and the United States Conference of Mayors; and

WHEREAS, CGI Communications has extended the offer to the City of Doral to produce a series of videos to highlight and showcase our community, requiring an agreement and for the City to provide an "intro" letter on city letterhead for them to pursue sponsors. This program is at no cost to the City and includes eight videos; and

WHEREAS, staff recommends approval to authorize the City Manager to move forward with an agreement and introduction letter to produce series of free videos to continue highlighting the great City of Doral.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The agreement between City of Doral and CGI Communications for the production of (8) highlight videos promoting the City along with an introduction letter on City letterhead for CGI Communications to seek sponsorships.

Section 3. Authorization. The City Manager is authorized to enter into an agreement on behalf of the City.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of August, 2019.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY