



2019 Community Video Program

Name: Josh Taylor

Title: Public Information Officer

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City, State, Zip: North Port, FL 34286

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This agreement is between CGI Communications, Inc. ("CGI") and the City of North Port (the "City") and shall remain in effect from the date it is signed by both parties until the second 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.cityofnorthport.com homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 7 video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- 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.cityofnorthport.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 30 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 North Port businesses the opportunity to purchase various digital media products and services from CGI and its affiliates
- Offer sponsorship opportunities only to City of North Port businesses, pursuant to CGI's sponsorship policy which is attached to this agreement as Exhibit A and incorporated herein.
- Honor any request for termination of this agreement upon 30-day notice and only if the City continues to provide the Community Video Program linkage from its homepage for the duration of business sponsorship fulfillment.
- Provide multiple segments of aerial footage, pending approval from the 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 Community Video Program addressed to North Port Businesses 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 Community Video Program
- Display the "Coming Soon" graphic link prominently on the www.cityofnorthport.com homepage within 30 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.cityofnorthport.com homepage, including any alternate versions of the City's 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 the Community Video Program.

The parties further agree as follows:

- Governing Law/Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
- Termination with or without Cause. The performance of work under this agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to CGI of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, CGI shall stop work on the date of receipt of the notice of termination or other date specified in the notice and settle all outstanding liabilities and claims. Upon termination, the City shall continue to provide the Community Video Program linkage on its homepage in order to fulfill the obligations to the business sponsor participants.

- Nondiscrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. CGI shall not administer this agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.
- Severability. Should any provision of this agreement be decided by the courts to be illegal, invalid, or conflict with any law, the validity of the remaining portions or provisions of this agreement shall not be affected thereby.
- Assignment. CGI shall not assign this agreement or any right or responsibility herein unless with the written consent of the City.
- Indemnity. To the extent permitted by Florida law, CGI must indemnify, defend, and hold harmless the City, its commissioners, officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect or omissions of CGI, or CGI's officers, employees, agents, subcontractors, and other persons employed or utilized by CGI in the performance of, or the failure to perform, the agreement. The agreement does not constitute a waiver of sovereign immunity or consent by the City or its subdivisions to suit by third parties.

This agreement for indemnification survives termination or completion of the agreement. Nothing in this agreement shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes, section 768.28.

Further, CGI shall fully indemnify, defend, and hold harmless the City of North Port, Florida from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right.

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.

The City of North Port, Florida

CGI Communications , Inc

Signature:

Signature:



Name (printed): Peter D. Lear, CPA, CGMA

Name (printed): Nicole Rongo

Title: City Manager

Title: Vice President of Marketing and Acquisitions

Date:

Date: February 26, 2019

ATTEST:

Kathryn Peto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Amber L. Slayton, City Attorney



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