

**EMERGENCY RESOLUTION NO. 41-2018**

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 to assist with the promotion of the City of Monroe and allow for video footage to be taken prior to inclement weather. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: July 10, 2018

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 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



# 2018 Community Video Program

**Name:** Angela Wasson  
**Title:** Assistant to the City Manager  
**Address:** 233 South Main Street  
**City, State, Zip:** Monroe, OH 45044  
**Phone:** 513-539-7374 x 1012  
**Email:** wassona@monroehio.org  
**Website:** www.monroehio.org

This agreement is between CGI Communications, Inc. ("CGI") and the City of Monroe (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.monroetwp-oh.gov homepage, including any alternate versions of that homepage.

**During the term of this Agreement, CGI shall:**

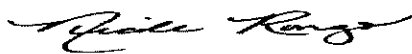
- Produce a total of three video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate.
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and 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.monroetwp-oh.gov website homepage
- 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

**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 "Community Video Program" link prominently on its www.monroetwp-oh.gov 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 town 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.

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 Monroe, OH**  
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**Signature:**  
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**Name (printed):** William J. Brock  
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**Title:** City Manager  
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**Date:**  
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**CGI Communications, Inc.**  
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**Name (printed):** Nicole Rongo  
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**Title:** Vice President of Marketing and Acquisitions  
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**Date:** June 7<sup>th</sup> 218  
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