

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM2089

CONTRACTOR INFORMATION

Name: CGI Communications, Inc.

Address: 130 East Main Street, 8th Floor Rochester NY 14604
City State Zip

Contractor's Administrator Name: Nicole Rongo Title: Vice President

Tel#: 800-398-3029 Fax: 866-429-8633 Email: nrongo@cgicomcommunications.com

CONTRACT INFORMATION

Contract Name: 2014 County Video Tour Agreement Contract Value: none

Brief Description: Free video showcase for website

Contract Dates : From: 1/24/14 to 1/24/17 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|-------------------------------------|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>1/24/14</u>
Date | <u>n/a</u>
Funding Source/Acct # |
| 2. | <u>[Signature]</u>
Contract Management | <u>1-27-14</u>
Date | |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>1-28-14</u>
Date | <u>CW</u> |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>1-31-14</u>
Date | |

RECEIVED
COUNTY MANAGER'S
OFFICE
14 JAN 31 PM 2:45

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature]
Ted Selby Date 2/3/14

RECEIVED
COUNTY MANAGER'S
OFFICE
14 JAN 27 PM 3:19

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

2014 FEB -3 PM 2:16

CONTRACT MANAGEMENT

RECEIVED

2014 County Video Tour Agreement

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

Name: Shanea Jones
Title: OMB Director/Assistant County Manager
Address: 96135 Nassau Place, Suite 2
City, State, Zip: Yulee, FL 32097
Phone: (904) 491-7370
Email: sjones@nassaucountyfl.com
Website: www.nassaucountyfl.com

This agreement is between CGI Communications, Inc. and the County of Nassau 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 County Video Program is made available for viewing via a link on the www.nassaucountyfl.com 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 County Video Showcase as follows:

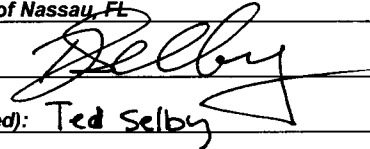
- Website Welcome video from your County Manager or other civic leader
- Up to five additional videos to showcase various aspects of your County and/or organization (providing a total of six 1 minute County highlight videos)
- One Community Organization chapter to promote charities, nonprofits and community 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 County 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
- Businesses will be allowed to purchase various digital media products and services from CGI Communications and its company affiliates
- Business logos shall be displayed around the perimeter the of video panels
- Duration of sponsor participation will be one to two years. CGI Communications is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the "Video Tour" from your website shall be facilitated by CGI Communications providing HTML source code for graphic link to be prominently displayed on the www.nassaucountyfl.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; "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 County Video Showcase
- The County of Nassau will assume no cost or liability for this project

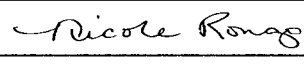
The County of Nassau shall:

- Provide a letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the County Video Showcase
- 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.nassaucountyfl.com 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.nassaucountyfl.com website homepage for the term of this agreement
- In the event contract signatory changes, the County of Nassau 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.

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

The County of Nassau, FL
Signature: 
Name (printed): Ted Selby
Title: County manager
Date: 1/28/14

CGI Communications, Inc.
Signature: 
Name (printed): Nicole Rongo
Title: Vice President
Date: January 23, 2014