

CS-19-332

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM 2894

CONTRACTOR INFORMATION

Name: CGI Communications, Inc.
Address: 130 E. Main Street, 5th Floor Rochester NY 14604
City State Zip
Contractor's Administrator Name: Kamarie Capozzi Title: Executive of Marketing & Acquisition
Tel#: (585) 813-2102 Fax: (585) 653-7393 Email: kcapozzi@cgicompany.com


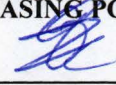
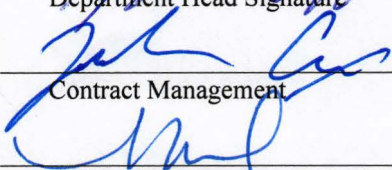

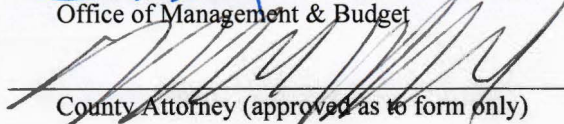
CONTRACT INFORMATION

Contract Name: 2020 County Video Program Contract Value: none
Brief Description: new contract for free video showcase currently featured on website
Contract Dates : From: 8/1/20 to: 7/31/23 Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Provided to member counties of NACo

If Processing an Amendment:


Contract #: _____ Increase Amount of Existing Contract: _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|----------------|--|
| 1. |  | <u>8/1/20</u> |  |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>7-30-20</u> | <u>N/A</u> |
| | Contract Management | Date | Funding Source/Acct # |
| 3. |  | <u>8/5/20</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>7/28/20</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 7/28/20
Michael Mullin Date

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



2020 County Video Program

Name: Sabrina Robertson

Title: Public Information Officer

Address: 96135 Nassau Place

City, State, Zip: Yulee, FL 32097

Phone: 904-530-6010

Email: srobertson@nassaucountyfl.com

Website: www.nassaucountyfl.com

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

During the term of this Agreement, CGI shall:

- Produce a total of 6 video chapters with subject matter that includes but is not limited to: Welcome and 5 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 County 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 County Video Program content subject to County'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 County Video Program from County website, including any alternate versions of County's homepage, for different devices, by providing HTML source code for a 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. "County Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant the County a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master County Video Program
- Assume all costs for the County Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

Program add-ons will include:

- 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 County shall:

- Provide a letter of introduction for the program on County's letterhead
- Assist with the content and script for the County Video Program
- Grant CGI the right to use County'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 homepage within 10 business days of receipt of HTML source code
- Display the "County Video Program" link prominently on its www.nassaucountyfl.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 County Video Program only
- Agree that the County 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. County 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.

Nassau County, FL

Signature:

Name (printed):

Title:


CGI Communications, Inc.

Name (printed): Nicole Rongo

Title: Vice President of Marketing and Acquisitions

Date: 7/28/20

Date: July 22, 2020

 COMMUNICATIONS

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

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