



2018 Community Video Program

Name: Wade Farris
 Title: City Administrator
 Address: 500 E Main
 City, State, Zip: Othello, WA 99344
 Phone: 509-488-5686
 Email: wfarris@othellova.gov
 Website: www.othellova.gov

This agreement is between CGI Communications, Inc. ("CGI") and the City of Othello (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.othellova.gov homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of 4 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.othellova.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.othellova.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.

The terms of Attachment A are incorporated as if fully set forth herein.

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 Othello, WA

CGI Communications, Inc.

Signature:

Name (printed):

Shawn R. Logan

Name (printed): Nicole Rongo

Title:

Mayer

Title: Vice President of Marketing and Acquisitions

Date:

April 11, 2018

Date: April 10, 2018

Attachment A to 2018 Community Video Program

The 2018 Community Video Program ("Agreement") executed by CGI Communications, Inc. ("CGI") and the City of Othello (the "City") is subject to the following terms in addition to those in the signed Agreement:

1. **Relationship of the Parties.** While the City and CGI are working together to fulfill their respective obligations under this Agreement, nothing in the Agreement or herein shall be construed as creating a partnership, joint venture, agency or employment relationship. Or other similar relationship between the City and CGI. CGI shall at all times be considered an independent contractor.
2. **Disputes and Governing Law.** The interpretation and enforcement of the Agreement shall be governed by the laws of the State of Washington. Any dispute arising out of the subject matter of the Agreement, or involving the interpretation and/or enforcement of the Agreement, shall be brought in the Washington Superior Court for Adams County. The prevailing party in any legal action commenced (either in whole or in part) to interpret or enforce this Agreement shall be entitled to an award of reasonable attorney fees and costs.
3. **Duty to Defend, Indemnify and Hold Harmless.** CGI agrees to defend, indemnify and hold harmless the City for any action brought by a third party against the City and/or CGI arising out of the services provided by CGI to any third party.

DATED this 11th day of April, 2018



Wade Farris
City Administrator
City of Othello



Nicole Rongo
Vice President of Marketing and Acquisitions
CGI Communications, Inc.