

INTRODUCED: September 10, 2018

AN ORDINANCE No. 2018-234

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an agreement between the City of Richmond and E.LocalLink, Inc., consisting of a document captioned as “Community Video Program” together with a document entitled “Addendum to Contractor’s Standard Form,” for the purpose of enabling the City to participate in a Community Video Program.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEPT 24 2018 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute an agreement between the City of Richmond and E.LocalLink, Inc., consisting of a document captioned as “Community Video Program” together with a document entitled “Addendum to Contractor’s Standard Form,” for the purpose of enabling the City to participate in a Community Video Program. The agreement documents shall be approved as to form by the City Attorney and shall be substantially in the form of the documents attached to this ordinance.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 24 2018 REJECTED: _____ STRICKEN: _____

§ 2. This ordinance shall be in force and effect upon adoption.

RECEIVED

SEP 04 2018

CITY OF RICHMOND
OFFICE OF CITY ATTORNEY
INTRACITY CORRESPONDENCE

O & R REQUEST

4-8143

SEP 04 2018

Office of the
Chief Administrative Officer



O&R REQUEST

DATE: August 31, 2018 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor *LS 9/5/18*

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer *SCG*

THROUGH: Lincoln Saunders, Chief of Staff, Office of the Mayor *LS*

FROM: James S. Nolan, Press Secretary/Communications Director *JSN*

RE: Community Video Program Agreement

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute an agreement between the City of Richmond and E.LocalLink, Inc., consisting of a document captioned as "The Community Video Program" together with a document entitled "Addendum to Contractor's Standard Form," for the purpose of enabling the City to participate in a Community Video Program.

REASON: The agreement obligates the City to maintain on the City's www.richmondgov.com homepage a link to non-government webpage for a period of three years.

RECOMMENDATION: The City Administration recommends adoption of this ordinance.

BACKGROUND: The City has the opportunity to participate in a Community Video Program, endorsed by the National League of Cities, the United States Conference of Mayors, and the National Association of Counties. The program, provided by E.LocalLink, Inc., involves a link on the local government's homepage. The link leads to a non-government website where videos marketing various aspects of the locality are published. The local government does not pay for the videos; E.LocalLink, Inc. instead sells sponsorships and video services to local businesses, displayed surrounding the local government's videos.

The videos marketing the City coupled with the videos and sponsorships marketing local businesses allow greater visibility for both the City itself and the sponsoring local businesses, which promotes economic activity and tourism in the City. The Addendum to Contractor's Form pro-

vides the City with greater control over the content and substance of the video program than the E.LocalLink, Inc. contract form.

FISCAL IMPACT / COST: None. The City will not owe any money under this agreement.

FISCAL IMPLICATIONS: None.

BUDGET AMENDMENT NECESSARY: No.

REVENUE TO CITY: None.

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: September 10, 2018.

CITY COUNCIL PUBLIC HEARING DATE: September 24, 2018.

REQUESTED AGENDA: Consent.

RECOMMENDED COUNCIL COMMITTEE: Finance and Economic Development (September 20, 2018)

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None.

AFFECTED AGENCIES: Office of the Press Secretary.

RELATIONSHIP TO EXISTING ORD. OR RES.: None.

REQUIRED CHANGES TO WORK PROGRAM(S): None.

ATTACHMENTS: Agreement documents.

STAFF: James S. Nolan, 646-3110

ADDENDUM TO CONTRACTOR'S STANDARD FORM

The City of Richmond, Virginia (the "City"), a municipal corporation and political subdivision of the Commonwealth of Virginia, and E.LocalLink, Inc. ("E.LocalLink"), a New York corporation, are this day entering into a contract. For their mutual convenience, the City and E LocalLink are using the one-page standard form agreement captioned as "Community Video Program" provided by E.LocalLink (the "Contractor's Form"). This Addendum, duly executed by both the City and E.LocalLink, is attached to and hereby made a part of the Contractor's Form. Together, this Addendum and the Contractor's Form constitute the "Contract" between the City and E.LocalLink. The Contract is effective as of the date on which the City's Chief Administrative Officer signs this Addendum.

- A. E.LocalLink represents and warrants that it is a legal entity authorized to do in Virginia the business provided for in the Contract. In its performance under the Contract, E.LocalLink acts and will act as an independent contractor and not as an agent or employee of the City.
- B. The Contract has been reviewed by staff of the City. Its substantive terms are appropriate to the needs of the City, and sufficient funds have been allocated for its performance by the City. The Contract is subject to appropriations by the City Council of the City. Notwithstanding anything in the Contractor's Form, neither the City nor its officers, employees, or agents shall have any financial liability in connection with the Contract or in connection with any goods, services, actions, or omissions relating to the Contract.
- C. In consideration of the convenience of using the Contractor's Form, the City and E.LocalLink agree to the following exceptions or modifications to the Contractor's Form:
 - 1. E.LocalLink shall not make available any video accessible, directly or indirectly, from or through the "Community Video Program" link on the City's homepage unless and until the City has approved in writing the content of the video.
 - 2. E.LocalLink shall not knowingly make available any video accessible, directly or indirectly, from or through the "Community Video Program" link on the City's homepage that infringes on any third party's copyright, trademark, or other intellectual property, privacy, or publicity right. For the avoidance of doubt, this provision applies to videos produced both for the City and for business sponsors in connection with the Community Video Program provided for the City.
 - 3. E.LocalLink represents that, as of the date on which the City executes this Agreement, E.LocalLink has furnished the City with a list of all business sponsors with whom E.LocalLink has entered into a contractual arrangement providing for the business sponsor to be featured around the perimeter of video panels in connection with the Community Video Program provided for the City.
 - 4. E.LocalLink shall obtain the City's prior written approval before E.LocalLink enters into a contractual arrangement with any business sponsor not on the list referred to in item 3 above providing for the business sponsor to be featured around the perimeter of video panels in connection with the Community Video Program provided for the City.
- D. This Addendum and the Contractor's Form constitute the entire agreement between the City and E.LocalLink and may not be waived or modified except by written agreement between the City and E.LocalLink.

In WITNESS WHEREOF, the City and E.LocalLink have caused the Contract to be duly executed, intending thereby to be legally bound, as of the date on which this Addendum is signed by the City's Chief Administrative Officer.

For the City:

For E.LocalLink:

By: *Selena Coffey-Gleason*
Printed Name: Selena Coffey-Gleason
Title: CAO
Date: 10/8/18

By: *Lucide Rando*
Printed Name: Lucide Rando
Title: VP of Marketing & Acquisiti
Date: 9-28-18

Approved As To Form Pursuant to Ord. No. 2018-234
[Signature] 10/2/18

Community Video Program e-LocalLink

130 East Main Street, 1st Floor
Rochester, NY 14604
(800) 398-3029 phone
(585) 653-7393 fax

Name: James S. Nolan
Title: Communications Director/Press Secretary
Address: 900 E Broad Street, Suite 1105
City, State, Zip: Richmond, Virginia 23219
Phone: 804-646-7895
Email: James.Nolan@richmondgov.com
Website: www.richmondgov.com

This agreement is between E-LocalLink, Inc. ("ELL") and the City of Richmond (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.richmondgov.com homepage, including any alternate versions of that homepage.

During the term of this Agreement, ELL shall:

- Produce 6 video chapters with subject matter that includes, but is not limited to: *Welcome, Education, Healthy Living, Homes / Real Estate*, and two (2) additional videos of City's choice
- 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, with up to 3 sets of revisions allowed. Any ELL 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 ELL'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.richmondgov.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. "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 ELL'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 ELL and its affiliates

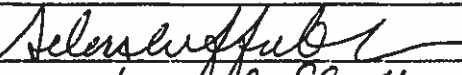

Program add-ons will include:

- ELL will include multiple segments of aerial footage

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 ELL the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.richmondgov.com homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.richmondgov.com homepage, including any alternate versions of that 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 ELL and its subsidiaries, affiliates, successors and assigns to stream all video content produced by ELL 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 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 Richmond, VA	E-LocalLink, Inc.
Signature: 	
Name (printed): Selena Coffey	Name (printed): Nicole Rongo
Title: CAO	Title: Vice President of Marketing and Acquisitions
Date: 10/8/18	Date: 9-28-18

Approved As To Form

Pursuant to Ord. No. 2018-234

 10/18/18

Haskell C. Brown III