

MEETING DATE: 05/29/07

AGENDA ITEM: Authorization to Amend an Existing Contract with VidroMedia
(Culver City, CA) to Obtain Website Graphical Design Services.

ATTACHMENTS

	<u>Pages</u>
1. Quote for Professional Services from VidroMedia	1 – 6

Rocio Villalobos
■ Principal/Creative Director
rocio@vidromedia.com

VidroMedia
3751 Robertson Boulevard
Culver City, California 90232

Main 310.857.7860
Alternate 310.804.9028
Facsimile 310.202.9137

Date: May 3, 2007
Job Reference #: 070503
Job Name: Culver City Website - Custom Sections Addition
Client: City of Culver City
9770 Culver Blvd., Culver City, CA 90232

Primary Contact: John H. Richo, Dir. of Information Technology
Main Phone: 310.253.5952
Email: john.richo@ci.culver-city.ca.us

VIDROmedia
Full Service Graphic Design Studio

vidromedia.com

proposal for creative services

Dear John ,

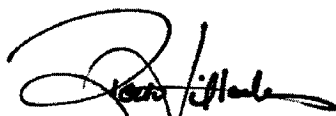
Attached is the proposal for design development of the Arts & Culture and Business sections of the website.

We've provided a range as opposed to a flat fee, to leave some room for possible additional design requests from the Departments; Aside from the standard page designs, they may be interested in additional banners or animated presentations for featured pages. Please advise if you feel this isn't necessary.

I trust that you'll find the attached information to be clearly structured to best address what we've discussed. Should you have any questions, please do not hesitate to contact me directly.

Take your time to review the deliverables and our terms, and if everything is to your satisfaction, please sign and fax to us at 310.202.9137 or we can pick up your signed copy the next time we meet.

Thanks again,



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what it's all about

INCLUSIONS:

- 1.0 - Discovery
 - Modified Online Branding
- 2.0 - Website Template Pages & CSS Development
- 3.0 - Art Direction and Additional Design Support
- 4.0 - Client Responsibilities

1.0 DISCOVERY

Assignment Description

Create and develop an online presence for the ARTS & CULTURE and the BUSINESS departments. The BUSINESS section will reflect a similar look and feel to the existing BUSINESS department promotional collateral, and as for the ARTS & CULTURE section, we will be developing a new look and feel for their online presence.

To begin the creative process, we will go through a "Discovery" workshop (as outlined below), and will follow the workshop with a series of presentations and revisions to come to an approved overall design direction.

Deliverable Scope

• Modified Online Branding

Creative Brief: VIDROMEDIA will provide a questionnaire that provides a high-level situation analysis and brand synopsis, and details the various themes, tones, and guidelines that will govern all page design development. We will review this with the representatives of both departments and will guide them through any questions that may not be clear.

Discovery Workshop: VIDROMEDIA will lead a workshop that will consist of reviewing the Creative Brief answers as well as providing suggestions and recommendations for effective online branding and addressing client questions and concerns.

Website Design & Navigation Options: For each department, VIDROMEDIA will present up to three (3) design and navigation options based on findings and recommendations from the Creative Brief and Discovery Workshop. The deliverables will be based on 2 page layouts; Section landing page and a sample inner page layout for one of the main sub-pages. Clients will approve and sign off on one (1) overall direction to pursue.

Revisions: Upon signed approval of design and navigation, VIDROMEDIA will provide up to two (2) rounds of design/layout refinements to the selected direction.

Final Presentation & Sign Off: For each Department, VIDROMEDIA will present clients with final section landing page and inner page layouts to approve. Sign off required to proceed to item 2.0 (HTML and CSS implementation.)

Assumptions

- Client to provide all assets needed to complete this process (as outlined in section 3.0 - Client Responsibilities)
- Client will respond to presentations with timely feedback (48-72 hours)
- Prices does not include image purchasing or any other hard cost necessary to complete the project
- Please see VIDROMEDIA terms from more details

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what it's all about (cont.)

2.0 WEBSITE TEMPLATE PAGES & CSS DEVELOPMENT

Assignment Description

Design and development of a custom HTML website templates, based on the approved landing page and inner page layouts. Final templates will serve as guidelines for the remainder of the BUSINESS and ARTS & CULTURE section pages to deliver key information and establish a cohesive online presence.

Deliverable Scope

The list below outlines our custom HTML/CSS template website design process

- **Revisions:** Upon signed approval of creative direction, we will provide two (2) rounds of refinements
- **Programming:** HTML/CSS template coding for a static site. We will provide one (1) HTML/CSS landing page per department, as well as one (1) HTML/CSS inner page template per department.
- **Off-line Testing:** Two (2) rounds of Quality Assurance (QA - testing) for an Alpha launch
- **Signed Approval & Delivery of Final Files**

3.0 ART DIRECTION & ADDITIONAL DESIGN SUPPORT

Assignment Description

Post delivery of final HTML/CSS templates, VIDROMEDIA will provide art direction and design support for the remainder of the build out process, until final launch, which should be approximately two months (scheduled for July 15th, 2007.)

Deliverable Scope

- Weekly meetings with information technology team to review site progress and advise on changes needed to maintain online branding continuity for both departments
- Providing between 15 - 25 hours of additional graphic design support on an "as needed" basis. (For the creation of any misc. graphics requested during build out.)

4.0 CLIENT RESPONSIBILITIES

Requested Assets

- Provide access to available photo library
- Required copy for landing page; Legal and copyright information, disclaimers, etc
- All files for required graphics (such as logo, promotional collateral creative assets, banners etc.)
- Samples of promotional materials and collateral currently being used

Additional Fees (if applicable)

In addition to the fees for items 1.0 - 3.0, there are other hard costs that are difficult to determine and estimate at this time. These additional costs are billable only if further resources are needed, but individual charges as follow:

\$125 - \$750	Royalty-free stock photography (depending on source, size, etc.)
\$5 - \$8	Color output for comps and/or proofs (8.5 x 11 & 11 x 17)
\$30 - \$100	Hi-resolution scanning (if non-digital images are provided)
\$125/hr	Copy writing

**Total Final Estimates on page 6

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terms & conditions

Proposal Herein

This proposal and all versions and copies of this proposal, regardless of format, are and shall remain the sole property of VIDROMEDIA. Without the prior written consent of VIDROMEDIA, these items may not be copied, reproduced, disseminated, or distributed in any manner, in whole or in part, to any person or entity, except for dissemination or copying which is solely internal to Client.

This proposal shall not be a binding obligation of VIDROMEDIA unless incorporated into a separate contract executed by an authorized Officer of both VIDROMEDIA and Client. This proposal shall be null and void upon termination of discussions between VIDROMEDIA and Client. Upon the termination of discussions between Client and VIDROMEDIA or upon the request of VIDROMEDIA, whichever is earlier, Client shall deliver to VIDROMEDIA, or certify to VIDROMEDIA, that Client has permanently destroyed this Proposal and all copies and portions thereof.

Terms of Agreement

This document constitutes a proposal to engage in the above items indicated for the development of Client's initiative. Proposals to continue and complete the development of the Client initiative will be contained in the deliverables produced in this process. This engagement authorization may only be amended or modified in writing signed by VIDROMEDIA and Client, and shall govern the relationship between the parties to the regard to services and deliverables described for this engagement.

This proposal represents what we believe to be a reasonable first step in what we expect to be a long-term relationship with CITY OF CULVER CITY. We anticipate VIDROMEDIA will meet Client's expectations in this effort and that VIDROMEDIA will continue working with Client to implement and set forth your branding and marketing objectives. As the services and deliverables are provided, VIDROMEDIA will submit invoices that will identify this engagement authorization, the services and deliverables, and will include a listing of expenses.

Estimates

The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. Client's approval shall be obtained for any increases in fees or expenses that exceed the original scope of engagement.

Expenses:

Out-of-pocket expenses will be billed at a 25 percent mark up, which covers our handling costs. Such items normally include deliveries, service bureau charges, copy outputs, etc. This estimate also does not anticipate or include travel. Mileage will be billed separately at \$.48 per mile. Long distance telephone expenses will be billed separately at cost, with no mark-up. Presentation production expenses will be estimated according to a separate statement of work.

Client Responsibilities:

Upon finalization of this agreement, Client accepts responsibility for the following:

- A single Client contact who will advocate the success of the agency process and mediate all communication, feedback & revisions
- Timely sign-off/feedback on deliverable reviews (typically 48 to 72 hours after deliverable presentation/hand-off)

Changes in Project Scope:

All negotiated fees are subject to reassessment based on significant changes in project scope, complexity, and schedule. Changes in scope (i.e. services, objectives, tasks and/or work product) will become effective when a "Change Order" is signed by both VIDROMEDIA and Client. The VIDROMEDIA Change Order sets forth the proposed change, and describes any subsequent impact on project fees and time line.

The VIDROMEDIA standard Change Order sets forth:

- A description of the proposed change
- Any impact it may have on price
- Any impact it may have on project schedule.

Client shall be responsible for making additional payments for changes requested that is outside of the original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. Modifications of the Agreement must be written (Word document, PDF file, facsimile or e-mail), except what the invoice may include, and Client shall pay, fees or expenses that were orally authorized in order to progress promptly with the work.

Payment & Cancellation

Approximately 40% of this estimate to be billed upon signed acceptance and prior to commencing the project. Approximately 30% is

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terms & conditions (cont.)

due upon final approval of deliverables for item 2.0, prior to delivery of all final files. Remaining 30% is due on or before website launch (scheduled for 6.15.07). If any phase of the project is delayed for longer than thirty days, we will bill for work completed.

All invoices are due upon receipt. Interest of 1.5 percent per month may be charged on past-due accounts.

In the event of cancellation of this assignment, ownership of all copyrights and the original work shall be retained by VIDROMEDIA, and a cancellation fee for work completed to date, based on the contract price and expenses already incurred, shall be paid by Client. VIDROMEDIA retains ownership of all findings and documentation whether preliminary or final, and Client shall return such findings and documentation within 30 days of use.

Miscellaneous

Applicable California sales tax and project-related expenses including, color copy output, hi-res scanning, messenger/delivery, printing and print supervision, etc. to be billed additionally.

Ownership

Until all bills are paid in full, VIDROMEDIA shall retain the rights of ownership to all findings and documentation whether preliminary or final, created by VIDROMEDIA. Ownership of the final deliverable shall pass to Client upon payment in full of all VIDROMEDIA bills. VIDROMEDIA shall retain ownership of all creative directions not selected by the Client, or not within original scope of the project, unless otherwise agreed upon.

CONFIDENTIALITY

All correspondence, components and documents provided will be treated as confidential between the CLIENT and VIDROMEDIA, unless written consent has been granted by both parties involved.

WARRANTY OF ORIGINALITY

VIDROMEDIA warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that VIDROMEDIA has full authority to make this agreement; and that the work prepared by VIDROMEDIA does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make VIDROMEDIA's product, which may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD VIDROMEDIA HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF VIDROMEDIA'S PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

LIMITATION OF LIABILITY

Client agrees that it shall not hold VIDROMEDIA, its agents, affiliates or employees liable for any incidental or consequential damages which arise from VIDROMEDIA's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of VIDROMEDIA or a third party. Furthermore, VIDROMEDIA disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

GOVERNMENT OF CONTRACT

The laws of the state of California, United States of America, govern this contract.

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acceptance of proposal

This represents VIDROMEDIA's best estimate of the work based on the understood features, goals and requirements of this project. Fees are only applicable to specific scope of deliverables. Our anticipated blended rate will be \$130/hour based on the expected skills and billing levels required to complete this project. Any additional hours will be billed monthly based on the time it takes to see the project to completion. The planning phase typically represents approximately one third of the budget. Your Client services contact will regularly report the status of the budget and time line throughout the course of the project. You will be kept continually apprised of changes to the final cost based on changes made to the scope and time to complete the project. It is our goal to successfully complete the project in a timely and efficient manner through communication and Client collaboration.

ASSIGNMENTS LISTED

- 1.0 - Discovery
 - Modified Online Branding
- 2.0 - Website Template Pages & CSS Development
- 3.0 - Art Direction and Additional Design Support
- 4.0 - Client Responsibilities

TOTAL RANGE FOR ITEMS 1.0, 2.0 AND 3.0: \$3,200 - \$4,500

PAYMENT BREAKDOWN: (based on lower range)

- Payment 1: Approximately 40% = \$1,280 (due at inception)
- Payment 2: Approximately 30% = \$960 plus expenses if applicable (due upon completion of item 2.0)
- Payment 3: Approximately 30% = \$960 plus balance & expenses if applicable (due upon completion of item 3.0)

SIGNATURES

Upon approval of this herein proposal, please fax to our offices at 310-202-9137. Your signature constitutes this agreement.

John H. Richo | Director of Information Technology

Date

Rocio Villalobos | VIDROMEDIA

5/3/07

Date

By signing this proposal ("Agreement"), you expressly agree to and consent to be bound by all of the terms of this Agreement. Invoices shall be due within thirty days of receipt, any balance remaining unpaid after thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law. Purchaser agrees to pay reasonable attorneys fees and costs associated with the collection of any amounts owed hereunder. VIDROMEDIA warrants that the services shall be provided in a workmanlike manner, and that the services shall substantially conform to the specifications contained in this Agreement. This Agreement shall be governed by the laws of the state of California and the United States without reference to principals of conflict of laws. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated. If VIDROMEDIA's performance is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of VIDROMEDIA, VIDROMEDIA shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, VIDROMEDIA MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VIDROMEDIA OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF VIDROMEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VIDROMEDIA'S TOTAL LIABILITY FOR DAMAGES SHALL BE LIMITED TO THE TOTAL FEES PAID BY PURCHASER TO VIDROMEDIA HEREUNDER.