

City of Culver City, California
Redevelopment Agency Agenda Item Report

MEETING DATE: 2/05/07

AGENDA ITEM: **Authorization to Amend the Agreement with Emerging Creation Productions for Production and Editing Services related to The Art of...Speaker Series.**

ATTACHMENTS

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CULVER CITY REDEVELOPMENT AGENCY

STANDARD FORM CONTRACT

WITH: EMERGING CREATION PRODUCTIONS, LLC

FOR: Post Production Editing Services for the Art of... Speaker Series.

THIS AGREEMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency," and Emerging Creation Productions, LLC, a California limited liability company, hereinafter referred to as "Contractor."

1. CONTRACTOR'S SERVICES. Contractor agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon satisfactory completion of the Scope of Services.
3. PAYMENT FOR SERVICES. Agency shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. Intentionally omitted.
5. DESIGNATED REPRESENTATIVE(S)

Maria-Elena Pineda shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the Agency. Contractor's professional services shall be actually performed by, or shall be immediately supervised by, the Contractor Representative.
6. HOLD HARMLESS. Contractor shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including Agency's or others, caused by or resulting from any acts, errors or omission of Contractor, its employees or its agents arising out of or connected with rendition of services hereunder. Contractor shall defend, hold harmless and indemnify Agency, the City of Culver City and each of their officers and employees from any and all

liability claims, including costs, for damages to real or personal property, or personal injury or death, resulting from Contractor's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.

7. Intentionally omitted.
8. INDEPENDENT CONTRACTOR STATUS. Agency and Contractor agree Contractor, in performing the services herein specified, shall act as an independent Contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with Agency. Contractor is not an agent or employee of Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits Agency provides for its employees. Contractor shall be responsible to pay and hold Agency harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payments due and payable to Contractor for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the Agency. In the event the Agency has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of Agency shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution. Agency may assign its rights and obligations under this Agreement to the City of Culver City.
11. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT. Agency shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Contractor in

performance of this Agreement, or at any earlier or later time when the same may be requested by Agency. Such work product shall be transmitted to Agency within ten (10) days after a written request therefor. Contractor may retain copies of such products. All written documents that are intended for public review shall be provided to Agency in a format suitable for posting on the Internet.

13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To Agency: Culver City Redevelopment Agency
Attention: Elaine Gerety
9770 Culver Blvd.
Culver City, California 90232-0507

To Contractor: Emerging Creation Productions, ~~LLP~~ LLC
Attn: Maria-Elena Pineda
1440 Veteran Avenue, #559
Los Angeles, California 90024

14. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Contractor shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Contractor agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Contractor agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. Agency reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified

or waived or otherwise affected, except by a written amendment signed by all parties hereto.

20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. Agency may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, Agency shall be liable to Contractor only for work performed by Contractor up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law. Contractor shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to Agency's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation occurs out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.
25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between Agency and the Contractor, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date a Notice to Proceed is received by Contractor, and shall remain in full force and effect until amended or terminated.

EMERGING CREATION PRODUCTIONS,
LLC

Dated: Dec. 3, 2005

By Maria Elena Pineda
Maria-Elena Pineda
Its President

CULVER CITY REDEVELOPMENT AGENCY

Dated: 12/14/05

By Susan Evans
Susan Evans,
Assistant Executive Director

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

By Murray Kane
Murray Kane
Agency General Counsel

EXHIBIT A

CULVER CITY REDEVELOPMENT AGENCY

WITH: EMERGING CREATION PRODUCTIONS, LLC

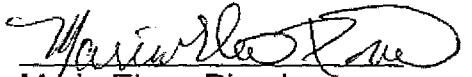
FOR: Post Production Editing Services for the Art of... Speaker Series"

SCOPE OF SERVICE

Contractor shall provide post-production and editing services for the Culver City Speaker Series. Contractor shall perform the following services:

1. Professionally produce and edit official Art of... speakers events filmed at various Culver City locations as designated by Agency's Assistant Executive Director or her/his designee. Each piece should be approximately thirty (30) minutes in length.
2. Incorporate approved graphics and titles for each presentation.
3. Arrange and incorporate approved music tracks throughout all pieces.
4. Supervise and script new portions for enhancement of existing videos to include interiors, exteriors and interviews. Oversee cameraman to achieve appropriate angles and ensure lighting and sound are at optimal levels at date and time of shoots.
5. Work with Agency to develop a montage of images to create for the opening and closing sequences for this program.
6. Work with Agency's Assistant Executive Director or her/his designee to secure broadcast opportunities throughout Southern California.

7. Agency and Contractor agree that the contracted services are in the nature of technical services and shall be considered not be considered artwork.


Maria Elena Pineda
Emerging Creation Productions


Susan Evans
Assistant Executive Director

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY AGREEMENT

WITH: Emerging Creation Productions

FOR: Post Production Editing Services for the Art of... Speaker Series

SCHEDULE OF COMPENSATION

(Fixed Cost Basis)

1. AMOUNT OF COMPENSATION. For performing and satisfactorily completing all work and services described in Exhibit A, and for providing all materials required thereof, Agency shall pay Contractor a fee not to exceed a total amount of Nine Thousand Six Hundred Dollars (\$9,600.00).

The above amount shall include all out-of-pocket expenses incurred by Contractor in the performance of such services.

2. BILLING. Once Contractor's services for the each Speaker Series event has been satisfactorily completed, Contractor shall submit an invoice to the Agency at the following address:

Culver City Redevelopment Agency
Attn: Elaine Gerety
9770 Culver Blvd.
Culver City, California 90232-0507.

3. METHOD OF PAYMENT. Payment to Contractor for the compensation specified in Paragraphs 1 and 2 above shall be made within thirty (30) days after the services have been satisfactorily completed for each event, as determined by Agency's Assistant Executive Director, receipt of the invoice described in Paragraph 2, above, and through Agency's normal treasurer disbursement process.



Maria Elena Pineda
Emerging Creation Productions



Susan Evans
Assistant Executive Director

FIRST AMENDMENT OF AGREEMENT NO. RA 05-31
BETWEEN THE CULVER CITY REDEVELOPMENT AGENCY
AND
EMERGING CREATION PRODUCTIONS, LLC
FOR
Post Production Editing Services for the Art of... Speaker Series.

This FIRST AMENDMENT is made and entered into by and between the CULVER CITY REDEVELOPMENT AGENCY, hereinafter referred to as "Agency", and Emerging Creation Productions, hereinafter referred to as "Contractor".

WHEREAS, on December 14, 2005, Contractor and Agency entered into Agreement No. RA 05-31, approved administratively, for post production services, not to exceed a contract maximum of \$9,600 (the "Agreement");

WHEREAS, the Agency and Contractor desire to amend the Agreement to modify the "Schedule of Compensation", attached as Exhibit B to the Agreement, to increase the maximum not to exceed amount by \$20,000; so as to allow a larger quantity of work product.

NOW, THEREFORE, Agency and Contractor hereby agree to amend the Agreement as follows:

1. Exhibit "B", Paragraph 1 (Maximum Compensation) is amended to read: "Notwithstanding the foregoing, the CONTRACTOR shall complete the work and tasks described in Exhibit A for a total amount not to exceed \$29,600, which includes all out-of-pocket expenses.
2. Exhibit "A" (Scope of Services) is amended by adding the following:
CONTRACTOR shall expand the amount of services to be performed to include the development of twelve (12) fully edited DVD's for broadcast on the City and local cable access channels.

(intentionally left blank)

3. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. The effective date of this amendment is the date it is signed on behalf of the Agency.

Dated: January 9, 2007

EMERGING CREATION PRODUCTIONS

By: Harold P. Pind

Dated: _____

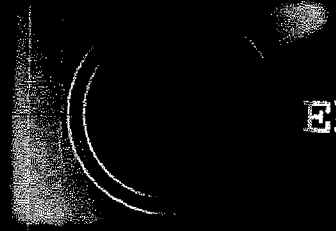
CULVER CITY REDEVELOPMENT AGENCY

By: _____
Jerry Fulwood
Executive Director

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN
Murray Kane, Agency General Counsel

By: _____



EMERGING CREATION PRODUCTIONS

LOS ANGELES, CA

EMERGINGCREATION@AOL.COM

323-699-4056

www.emergingcreation.com

2007 PRODUCTION RATE CARD FOR CULVER CITY

PRODUCTION

SPEAKER PRESENTATION SHOOT (PRODUCER)	\$275.00
-5 HOURS OR LESS	
FIELD SHOOT (INTERVIEWS /B-ROLL) (PRODUCER)	\$385.00
-4 HOURS OR LESS	

POST-PRODUCTION

POST-PRODUCTION (ONE 28:30 EPISODE/FOR BROADCAST)	\$2200.00
- PRODUCER	
- EDITOR	
- DELIVERY: 1 DVD COPY OF EPISODE	
POST-PRODUCTION (NON-BROADCAST)	\$ 700.00
- MAIN CAMERA OF PRESENTATION	
- DELIVERY: 1 DVD COPY OF EPISODE	
GRAPHICS (END CREDITS)	\$50.00
- PER BROADCAST/ NON-BROADCAST EPISODE	

MISCELLANEOUS SERVICES

JEWEL CASE/DVD LABEL DESIGNS (PER EPISODE)	\$105.00
DVD COPY OF EPISODE	\$45.00
DVD COPY OF RAW FOOTAGE (PER MiniDV TAPE)	\$45.00
ANIMATED GRAPHICS DESIGNER (PER HOUR)	\$45.00
MEDIA KIT (INCLUDES DVD SCREENER)	\$50.00

Exhibit D

Post Production General Cost Schedules

Vendor	Post Production Package (for 8 units)	Additional Services
Emerging Creation Productions	\$18,000 (includes editor and producer for 24 hour edit Also includes digitizing, colorsweeping, offline final edit to DVD, and rough cut corrections.)	Offers on-site supervision of filming, work with editor on visual and audio mixing, interview production and script. Graphics services included.
DV Films	\$25,000 (includes filming three future presentations)	Offers in house Filming services. No scripting/interview services.
Lighting Media	\$14,400 (based a generic 8 hour edit/day - only editor no producer)	Does not offer on-site production services, scripting or interview services. Graphics services additional.
Gold Street Entertainment	\$14,000 - \$24,000 (based on a generic 8 hour edit day)	Offers audio mixing and filming services.