

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**APPROVE AGREEMENT WITH
ENLIGHTENED PICTURES FOR THE
DEVELOPMENT OF PLANNING
INFORMATIONAL VIDEOS FOR A TOTAL
NOT TO EXCEED \$82,250**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with Enlightened Pictures, Inc. for one year, ending November 16, 2021, in the amount not to exceed \$82,250 for the development of planning informational videos, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

On March 10, 2020, the State of California, Department of Housing and Community Development (HCD) awarded an SB 2 grant in the amount of \$625,000 to the City of Santa Ana. The grant funds are to be used to implement innovative strategies and expedited processes that will result in an upgrade to the City's permitting system and counter services, including the production of informational videos that streamline development code and public counter procedures. On April 30, 2020, the standard agreement was executed between HCD and the City to receive the grant funds.

On July 13, 2020, the City of Santa Ana requested proposals for qualified firms to create and develop informational, user-friendly, and dynamic videos that will explain Planning and Building Agency counter processes and development project procedures. Notification was sent out to 354 vendors, of which five were local to Santa Ana. No proposals were submitted from any of the Santa Ana firms. A staff selection committee reviewed fifteen submitted proposals. Interviews were conducted with the top three scoring firms, Enlightened Pictures, Visualizing the Code, and Showreel International. The proposals were evaluated on proposal responsiveness, experience, proposed work plan, staffing, and budget. Enlightened Pictures was selected to provide the required services because their experience with developing videos and creative approach to the project best addressed the City's needs.

The top three firms were ranked as follows:

Proposer	Rank
Enlightened Pictures, Inc.	1
Visualizing the Code	2
Showreel International dba Shot Glass	3

FISCAL IMPACT

Funds are budgeted and available in the following Planning and Building expenditure account for FY 2020-21.

Fiscal Year	Accounting Unit	Fund Description	Accounting Unit, Account Description	Amount
FY2020/2021	15816500-62300	SB-2 Planning Grant Program	Contractual Services	\$ 82,250

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Minh Thai, Executive Director/Planning and Building Agency

Exhibit: 1. Agreement with Enlightened Pictures, Inc.

**AGREEMENT BETWEEN THE CITY OF SANTA ANA
AND ENLIGHTENED PICTURES, INC.**

THIS AGREEMENT is made and entered into on this 17th day of November, 2020 by and between Enlightened Pictures, Inc. ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of the development of informational videos.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in the Proposal dated September 14, 2020, attached hereto and incorporated herein as Exhibit A.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in Exhibit A. The total amount to be expended during the term of this Agreement shall not exceed \$82,250.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above through November 16, 2021, unless terminated earlier in accordance with Section 15, below. The term may be extended by a writing executed by the City Manager and the City Attorney.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
 - i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
 - iv. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.
 - v. Consultant shall supply City with a fully executed additional insured endorsement.
- f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2)

from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any

information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Provider shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Provider affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Minh Thai, Executive Director
Planning & Building Agency
City of Santa Ana
20 Civic Center Plaza (M-20)
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Consultant:

Daniel Gamburg
Enlightened Pictures, Inc.
6510 Meridian Street
Los Angeles, CA 90042
(310) 592-7273

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded

by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Daisy Gomez
Clerk of the Council


Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:
Enlightened Pictures, Inc.

By: 
Lisa E. Storck
Assistant City Attorney


Daniel Gamburg
Owner

RECOMMENDED FOR APPROVAL:

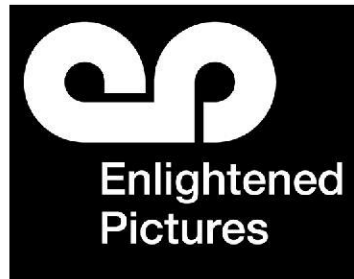

Minh Thai, Executive Director
Planning & Building Agency

EXHIBIT A
PROPOSAL / SCOPE OF SERVICES

Planning Informational Videos Proposal

City Of Santa Ana Planning And Building Agency

Attn.: Jill Arabe
Senior Planner, Project Manager



Presented By:
Enlightened Pictures, Inc.
Daniel Gamburg | Video Producer | Director
6510 Meridian St., Los Angeles, CA 90042
Office 310-592-7273
daniel@enlightenedpictures.com
www.enlightenedpictures.com

September 24, 2020
 © 2020, EP INC.*

Table of Contents

Project Overview	1
Technical Specifications for Animation & Demo	2
Proposed Service & Timeline	3
Client Participation	4
Technical Approach & Methodology	5
Three Optional Cost Proposals	6

*This copyrighted document was developed strictly for the entity specified above and contains confidential information. Please do not share it outside your organization.

PROJECT OVERVIEW

Creative Issues

Purpose: To provide videos that will educate and instruct the public on how to navigate through the City of Santa Ana Planning counter processes and development project procedures. These videos will include, but not be limited to, simple explanations of certain zoning codes, counter application requirements, and online submittals.

Audience: City of Santa Ana residents, developers, and business owners.

Content/Structure: The video series will consist of a total of 10 videos. (7) Seven 5 – 8 minute videos on “Land Use Applications”, and (3) three 10 – 15 minute videos on “Development Code”. The total running time of the entire video series will be approximately 75 minutes.

Land Use Applications – (1) Accessory Dwelling Units, (2) Certificate of Occupancy, (3) Home Occupation Permits, (4) Front Yard Fence Permits, (5) Major Modification, (6) Development Project Review & Discretionary Permits, (7) Notice of Violations

Development Code – (8) Single-family Residential (R-1) zone (additions/new construction, front yard landscaping), (9) Harbor Specific Plan (SP2), (10) Transit Zoning Code (SD84)

This video series will feature all original footage. As we suggested in the cover letter, we can film buildings, Accessory Dwelling Units, and drone shots of zoning locations, etc. – where we won’t see anyone with masks. These shots will be intercut with our presenter/narrator who will be addressing the viewer against a white backdrop which will include bullet points, text, and graphics that explain the application process similar to the Real ID Application Guide Video on the [sample page posted for this Proposal](#). As an option we can also use animation, including an animated host with fun opening title graphics and modeled buildings with graphical information.

Technical Specifications for Live Action

The entire series will be shot with a Sony FS7 Mark II 4k camera, on location at City Hall. We recommend a quiet room where we can setup our portable green screen. We also have the option of filming the presenter at our in-house green screen studio where we would have much more control. And another final option it to use animation. The program will be edited on an Adobe CC editing system, and work-in-progress will be posted online on a password-protected web page for easy client review and feedback. Once a final edit is approved we will send the script for Spanish translation and create closed-captions. If we use an animated narrator we can re-record the program in Spanish. For delivery we will compress the program into a file format suitable for direct computer playback and posting on YouTube, or the City’s website.

Technical Specifications for Animation & Demo

ANIMATION DEMO



Annie, The Santa Ana Planning and Building Agency Guide

GRAPHIC (sample from City of Anaheim)



We will create original architectural graphics.

If the city would like to use partial or full animation the production pipeline includes the following:

- Casting for Voice Over Artist for English and Spanish
- Character design of the animated puppet narrator (what the narrator will look and feel like)
- Character rigging (body parts and lip sync for movement)
- Voice Over recording of English (and Spanish if requested)
- Lip syncing
- Gesture and movement passes
- Prop design (any objects that appear with the narrator)
- Design of buildings and street layouts
- Animatic (storyboard sketches of tittles, house models, and street layouts for timing and scene changes)

PROPOSED SERVICES & TIMELINE

Enlightened Pictures Inc. Services

To complete this project, EP Inc. will provide the services, personnel, equipment, and supplies listed below.

Pre-Production (15 - 20 days with notes and feedback)

- Concept development & Location Scouting (in collaboration with City staff)
- Scriptwriting services that include a total 10 scripts, with three rounds of revisions
- Casting services (if an actor is required)
- Project management, crew and equipment assembly
- Story boarding (if we go with animation)

Production (2 days for live action, or 32 days for animation production)

- Full 4k Production Package (camera, sound, lighting equipment, prompter)
- Portable, full body location green screen
- 4-person crew (Director, Camera Operator/Drone Pilot, Lighting Tech/Audio, and a Teleprompter Operator)
- Non-union actor/presenter (if required)
- Budgeted for 2 days of production (one day for green screen filming, and one day of filming throughout the City of Santa Ana)
- Crew meals, parking, expendables & consumables, data archiving

Post-Production (25 days for editing)

- 25 days (250 hours) of video editing on Adobe CC editing suite (Photoshop & AE)
- Graphics (bullet points, text, logos, application graphic, etc.), or full animation
- 3 cuts of library music
- Spanish Translation
- Closed-captioning
- Work-in-Progress posted online (password protected) for client review
- Video compression for internet and computer playback

Deliverables (4K masters and compressed files for internet playback)

- 3 (10-15 minute) "Development Code" videos with Spanish closed-captions
- 7 (5-8 minute) "Land Use Application" videos with Spanish closed-captions

Client Participation

The City of Santa Ana will assist Enlightened Pictures by providing the following:

- One person (from the City of Santa Ana) to act as liaison between the City and EP, and to be present during all shooting to approve all work being recorded.
- Detailed script outline for each video (confirming what the city would like us to focus on).
- The City will work closely with EP throughout the contract period, which will include phone calls, scheduling shootings and other logistics. The City Lead will also work with EP to identify a mutually agreeable shooting schedule, then coordinate with participants based on EP's input and budget parameters.
- All props and background actors will be provided by the City.
- City of Santa Ana logos, graphics, and Covid-19 signage if required.
- Parking for at least three EP vehicles.
- Access to all necessary locations and permits.
- Timely notes and feedback on all work-in-progress to meet delivery deadlines.

TECHNICAL APPROACH & METHODOLOGY

Workflow

With over twenty five years of video production experience behind us, EP principals have an efficient workflow with which to approach this project:

Pre-Production

The production will begin with a meeting between EP and the City stakeholders to precisely map out the details of the project's parameters. All pre-production meetings can be conducted over Zoom, as the current pandemic situation may warrant.

EP principal, Daniel Gamburg, is a director/writer. Daniel will have a list of questions prepared and submitted, but a natural conversation is priceless. This meeting will nail down the parameters on which to base a script for each instructional video. Daniel will ask for all forms and paperwork which will aid him in developing a script. The first meeting will result in an EP generated memo, which will summarize the rough approach we agreed to for the video program.

Once the outline for each video is approved we draft and submit the scripts (with storyboards if we go with animation) for approval. Usually three rounds of drafts are sufficient, but we fine tune the script to everyone's satisfaction. Once the scripts are approved for production we create a shot list, confirm locations, and schedule and notify every one of their participation dates.

Production

The shoot will take place over the span of two days, unless we go with animation. One day will be dedicated to filming our presenter against a green screen with a teleprompter, either at City Hall or in our home studio. We estimate it will take a full day to record 10 scripts, totaling about 75 minutes of dialogue. On the second day, we will film all the interiors with staff and extras (if possible – due to COVID-19), and then exteriors, including drone shots and construction sites.

EP will handle this project with a 4-person crew. We keep a small footprint, arriving in a minivan or an SUV. Our workday is up to ten hours and we take a break, for lunch.

Post-Production

After ingesting all the shot footage and other available visual or audio material into the editing system, the editor (Daniel) begins the first cut. The green screen will be replaced with a white background, graphics and music will be added, and the first round of edited videos will be uploaded to a password-protected page for the City to view, share, and comment.

After receiving feedback on the first cut, Daniel revises the program and again posts it. Just like the script, three revisions are generally sufficient to bring the program to everyone's satisfaction, but we don't have a hard limit on the number of revisions, we make sure everyone is happy before we move on. Because there is a total of 10 videos, we estimate at least two days of editing per video. This is due to the back and forth notes and revisions which comes to 20 days. On top of the 20 days, we estimate an additional 5 days for color grading, sound mix, translation and closed-captioning, which totals 25 days of editing.

1. COST PROPOSAL FOR LIVE ACTION

This cost proposal is for live action filming of a city provided narrator, filmed against a greenscreen, and specific city locations with basic chapter titles and bullet point graphics.

PRE-PRODUCTION	Description	Standard Rate	Days Hour	Total
	Meetings & Location Scout	\$500/day	1 day	\$500
	Script Writing (10 scripts)	\$600/day	11 days	\$6,600
	Production Coordination	\$600/day	1 days	\$600
Sub-Total				\$7,700
PRODUCTION				
	Director/Producer	\$750/day	2 days	\$1,500
	Camera Operator	\$750/day	2 days	\$1,500
	Lighting/Grip Tech	\$700/day	2 days	\$1,400
	Licensed Drone Operation	\$800/day	1 day	\$800
	Teleprompter Operator	\$650/day	1 day	\$650
	Production Equipment	\$600/day	2 days	\$1,200
	Lunch	\$20/person	8 meals	\$160
Sub-total				\$7,210
POST-PRODUCTION	Includes 1 st , 2 nd , and 3 rd edit drafts and closed-captioning			
	Editor/Director	\$70/hr.	250 hrs.	\$17,500
	Edit Suite	\$45/hr.	250 hrs.	\$11,250
	Library Music	\$40/cut	3 cuts	\$120
	Translation to Spanish Text	\$300/day	4 days	\$1,200
	Animation & Graphics	\$150/hr.	8 hours	\$1,200
Sub-Total				\$31,270
TOTAL				\$46,180

* If the City prefers to use a professional actor to play the role of the presenter we can provide casting and actor services for an additional \$2,400. But we do have a lot of experience working with non-actors to help them come across natural in front of the camera, and we can also train them to use the teleprompter.

2. COST PROPOSAL FOR LIVE ACTION + ANIMATED TITLES & 2D GRAPHICS

This cost proposal is for live action filming of a city provided narrator, filmed against a greenscreen, with fun, animated titles sequences with 2D graphics of buildings and city street views.

PRE-PRODUCTION	Description	Standard Rate	Days Hour	Total
	Meetings & Location Scout	\$500/day	1 day	\$500
	Script Writing (10 scripts)	\$600/day	11 days	\$6,600
	Production Coordination	\$600/day	1 days	\$600
	Storyboarding	\$500/day	3 days	\$1,500
Sub-Total				\$9,200
PRODUCTION				
	Director/Producer	\$750/day	2 days	\$1,500
	Camera Operator	\$750/day	2 days	\$1,500
	Lighting/Grip Tech	\$700/day	2 days	\$1,400
	Licensed Drone Operation	\$800/day	1 day	\$800
	Teleprompter Operator	\$650/day	1 day	\$650
	Production Equipment	\$600/day	2 days	\$1,200
	Lunch	\$20/person	8 meals	\$160
Sub-total				\$7,210
POST-PRODUCTION	Includes 1 st , 2 nd , and 3 rd edit drafts and closed-captioning			
	Editor/Director	\$70/hr.	250 hrs.	\$17,500
	Edit Suite	\$45/hr.	250 hrs.	\$11,250
	Library Music	\$40/cut	5 cuts	\$200
	Translation to Spanish Text	\$300/day	4 days	\$1,200
	Animation & Graphics	\$1,200/day	11 days	\$13,200
Sub-Total				\$43,350
TOTAL				\$59,760

* If the City prefers to use a professional actor to play the role of the presenter we can provide casting and actor services for an additional \$2,400.

3. COST PROPOSAL FOR FULL ANIMATION

This cost proposal is for an animated video series that includes an animated titles sequences, animated narration host, and 2D graphics of buildings and city street views. [Demo](#)

PRE-PRODUCTION	Description	Standard Rate	Days Hour	Total
	Meetings & Location Scout	\$500/day	1 day	\$500
	Script Writing (10 scripts)	\$600/day	11 days	\$6,600
	Production Coordination	\$600/day	1 days	\$600
	Voice Over Casting	\$500/day	1 day	\$500
	Storyboarding	\$500/day	5 days	\$2,500
Sub-Total				\$10,700
PRODUCTION				
	Directing VO sessions	\$750/day	2 days	\$1,500
	Animation & Graphics	\$1,200/day	30 days	\$36,000
	Voice Over Studio	\$600/day	2 days	\$1,200
	English VO Talent	\$900/day	1.5 day	\$1,350
	Spanish VO Talent	\$900/day	1.5 day	\$1,350
Sub-total				\$41,400
POST-PRODUCTION	Includes 1 st , 2 nd , and 3 rd edit drafts and closed-captioning			
	Editor/Director	\$70/hr.	250 hrs.	\$17,500
	Edit Suite	\$45/hr.	250 hrs.	\$11,250
	Library Music	\$40/cut	5 cuts	\$200
	Translation to Spanish Text	\$300/day	4 days	\$1,200
Sub-Total				\$30,150
TOTAL				\$82,250

Payment Terms

Payment will be based on the three stages of the delivery schedule which includes Pre-Production, Production, and Post-Production. Payment totals and dates will be determined upon initial meeting between EP the city of Santa Ana, and the contract will be emended.