# DIGITAL VIDEO PRODUCTION AND WEBPAGE DESIGN SERVICES CONTRACT BETWEEN MINDWARP ENTERTAINMENT, LLC AND EL PASO COUNTY

This agreement is entered into by and between the County of El Paso, Texas, hereinafter called "County" (through the El Paso County Attorney's Office and the El Paso District Attorney's Office), 500 E. San Antonio, Suite 503, El Paso, Texas 79901 and MINDWARP ENTERTAINMENT, L.L.C., "Producer," 300 Shadow Mountain #506, El Paso, Texas 79912.

#### **PURPOSE:**

The purpose of this document is to establish a contract between El Paso County, through the El Paso County Attorney's Office and the El Paso District Attorney's Office, referred to collectively as the "County" and MindWarp Entertainment, L.L.C. ("Producer") for the production of a Digital Video Production and Interactive Webpage Design Services. The services will involve the creation of a packet of three educational/informational training videos and a corresponding interactive webpage for a domestic violence/dating violence training and awareness program conducted by the El Paso County Attorney's Office and the El Paso District Attorney's Office.

The production services required by this Contract are rendered in response to the County's informal telephone solicitation process for a video production project and with the responses thereto provided by the MindWarp Entertainment, L.L.C., which are incorporated by reference herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Producer agree:

## 1. REPRESENTATIONS AND WARRANTIES

By executing this Contract, the Producer makes the following express representations and warranties to the County:

- (A) The Producer is professionally qualified to act as the producer for the Project;
- (B) The Producer shall maintain all necessary licenses, permits or other authorizations necessary to act as Producer for the Project until the Producer's duties hereunder have been fully satisfied;
- (C) The Producer has become familiar with the Project criteria and will continue through the course of the Project to familiarize himself and his personnel involved in this project with the understanding of domestic violence issues;

- (D) The Producer shall prepare all documents and things required by this Contract including, but not limited to, production tracking forms, production record forms, project charge records, cast and crew contracts, rental equipment contracts, release and authorizations to photographs or otherwise record forms, releases from talent, group releases, personal releases, use of literary material releases, applicable location agreements, notices during the taping or filming, photographs/video/film/audio recording releases forms, director deal memorandum, certificates of insurance, insurance and workers compensation claims, in such a manner that they shall be accurate, coordinated and adequate for production and shall be in conformity and comply with all applicable law, codes and regulations;
- (E) The Producer assumes full responsibility to the County for the improper acts and omissions of its consultants or others employed or retained by the Producer in connection with the Project.
- (F) The Producer will be filming all casting auditions for the director, with the final casting choices to be submitted to the El Paso County contact(s) for review and approval.
- (G) Basecamp application will be used as the project management and collaboration platform with a user interface provided to the El Paso County contact allowing for access to Producer's to-do lists, file sharing, message boards, milestones, time tracking, project overviews and commenting capabilities.
- (H) Producer (web designer) represents and warrants that, for thirty (30) days following acceptance of the interactive webpage by the County, the interactive webpage will be free from programming errors and defects in workmanship and materials, and will conform to the specifications in the Work Plan and request for proposal. If programming errors or other defects are discovered during the warranty period, Producer (web designer) shall promptly remedy them at his expense.
- (I) Warranty of Originality The Producer warrants and represents that, to the best of his knowledge, the work produced for the County is original and has not been previously created.

## 2. PRELIMINARY CONSULTATION FOR PRE-PRODUCTION

- (A) The Producers and writers for the Domestic Violence Awareness production will begin preparation of the story outlines for the two (2) thirty (30) minute videos and the one (1) fifteen (15) minute video for teen dating using domestic violence abuse statistics and reports specific to El Paso County.
- (B) Interviews conducted with the County's clients will be kept anonymous and will only be used as research for the production scripts.

- (C) The Script, cast of Actors, production design and webpage must meet approval of both the County Attorney and District Attorney BEFORE production may begin. The approval must be secured in writing before filming and the webpage launch.
- (D) After an approval process delineated under section 3 "Production," of this contract, storyboards will be created illustrating the screenplay.

## 3. PRODUCTION

- (A) The Producer will be in charge of daily operations with actors, crew, craft services, on-set personnel, equipment rentals, etc.
- (B) The Producer will provide the County with written scripts for each video in a format standard to the industry prior to the start of production.
- (C) El Paso County shall have the right to approve said script or estimate for production or stipulate changes thereto in order to make said script or estimate suitable or approval for the County.
- (D) The Producer shall submit the production schedule to the County for approval. Once said production schedule is approved in writing,
- (E) The Producer and the director will use a MacBook Pro with final Cut Studio 3 to assemble the dailies while on the set of the production.
- (F) Dailies and RAW footage will be edited and archived by the director and/or producer, with each individual keeping a hard drive of the data. One hard drive will be used for online editing and the other as a backup for production.
- (G) A representative of the County of El Paso reserves the right to consult with the production company at any time during the filming to determine if any particular scene has been successfully completed.

# 4. POST-PRODUCTION

- (A) All RAW footage will be archived onto two different hard drives, with one used for online editing and the remaining hard drive designated as the backup drive.
- (B) Director will assist the editor with all tasks during the post-production phase, including but not limited to editing, audio syncing, sound editing, color correction, and other related duties.
- (C) Sound Mixing will be performed after the director has given approval for picture lock with sound editing and mixing of film to follow.

- (D) Producer will assist with all post production meetings and requirements to include ADR, post production music, sound design, color correction, first and second approval viewing.
- (E) The domestic and dating violence short film will be delivered via DVD Master along with one thousand (1,000) copies in conformance with the County's request for proposal.

## 5. INTERACTIVE WEBPAGE AND LOGO

- (A) Work Plan Producer (web designer) will prepare a work plan for the interactive webpage. The interactive webpage will be designed, developed and programmed in order to comply with the County's request for proposal.
- (B) A campaign name and logo will also be designed to accompany the interactive webpage.
- (C) A content management system will be integrated in the interactive webpage in order for staff to easily update the interactive webpage with training provided to the staff identified by the county as the contact personnel for the interactive webpage.
- (D) Upon completion of the interactive webpage and the delivery of all items required to be provided under the Work Plan and specifications in the request for proposal, the County shall have thirty (30) days from such completion to inspect, test and evaluate the Interactive Webpage to determine whether it satisfies the acceptance criteria set forth in the Work Plan.
- (E) If the interactive webpage does not satisfy the acceptance criteria, the County shall give the Producer (web designer) written notice stating why the Interactive Webpage is unacceptable. Producer (Web Designer) will have ten (10) days from the receipt of such notice to correct the deficiencies. County shall then have ten (10) days to inspect, test and reevaluate the interactive webpage. If and when the acceptance tests establish that the Interactive Webpage complies with the acceptance criteria, County shall notify the Producer (webpage designer) that it accepts the Interactive Webpage.
- (F) Producer may allocate funds from the web budge to video if deemed necessary.

### 6. GENERAL RESPONSIBILITIES

- (A) Independent Contractor: It is expressly understood by both the County and the Producer that the Producer, its officers, agents, employees, and subcontractors are independent contractors and not employees of El Paso County.
  - 1. This contract provides the Producer with instruction regarding the work to be done but not specific instructions on how the work is to be done. The County may not provide the Producer with any training in order for the Producer to

- perform its responsibilities under this Contract, unless it its training specifically on the County processes the Producer needs to understand in order to perform its responsibilities.
- 2. The Producer has a significant investment in the work to be performed under this Contract. The Producer shall only be paid for the work expressly specified in this contract in amounts expressly specified in this Contract. All other business expenses shall not be reimbursed by the County. The Producer takes the risk of experiencing a profit or loss under this Contract. The Producer's employees and subcontractors must be paid exclusively by the Producer for all services performed. The Producer is responsible for and must comply with all requirements and obligations related to such employees under local, state, and federal law, including minimum wage, social security, unemployment insurance, federal income tax and workers' compensation obligations.
- 3. Except as expressly provided in this contract, neither the Producer or any of its employees, subcontractors, or agents may act, in any sense, as agents or representatives of the County.
- (B) Description of Materials To Be Supplied By County and Producer's Use of Said Materials The County will assist and provide Producer with statistical data, interviews, stories, and cases of actual examples of domestic abuse and teen dating violence for use in scripting the screenplay for the videos. Interviews of any County clients will be strictly confidential without revealing any personally identifiable information in its use in writing the production script. All personally identifiable information reviewed in actual cases and case studies will also be confidential. The foregoing research materials will be used in writing the production script.
- (C) The County will also provide and educate the Producer about the El Paso County community and the legal resources available to the victims of domestic abuse and dating violence.
- (D) Estimated Time of Completion Forty-eight (48) weeks which is dependent on receipt of County approvals and content delivery.
- (E) Any change in completion time initiated by County for a more expedited delivery time must be in writing and must include the revised delivery dates and price adjustments.
- (F) Time for Payment Payment is due at each milestone upon invoice and the County's acceptance of the Deliverables. All invoices are payable within 30 days of receipt.
- (G) Production Schedule are defined as follows:
  - 1. Contract signing
  - 2. Completion of pre-production & delivery of web designs

- 3. Completion of Production
- 4. Completion of Post-production & online Betas.
- 5. Completion of the Interactive Webpage
- 6. First and Second approval viewing
- 7. Delivery of materials via DVD Master & one thousand (1,000) Duplication copies.
- (H) Progress Reports The Producer shall contact or meet with the county on a mutually acceptable schedule to report all tasks completed, problems, encountered, and recommended changes relating to the project. The Producer shall inform the designated contact with the County promptly by telephone upon the discovery of any event or problem that may delay the development of the work significantly by more than one week.
- (I) The County designated individual(s) will meet with the Producers in order to approve data assembly once a week for one hour with such approvals given in writing to the Producers. Any comments which will substantively affect the project will be in writing and signed off by both the County designee(s) and the Producer.
- (J) No Additional payment shall be made for changes required to conform to the original assignment description.
- (K) Approval Procedures The Delivery of the Final Version Milestone under section 6 (G)7. above will be delivered and accepted by the County on or before January 4, 2011.
- (L) Changes in Project Scope If at any time following acceptance of either the Video or Webpage Work Plans, the County should desire to change the specification or other elements of the Work Plan, the County shall submit to the Producer a written proposal specifying such changes. The Producer shall evaluate each such proposal and shall submit to County a written response within five (5) working days following receipt thereof. The Producer's response shall include a statement of the availability of personnel and resources, as well as the effect the proposed changes will have on the price, delivery dates or warranty provisions of this Agreement.

Any changes to the Work Plan shall be evidenced by a "Work Plan Amendment." The Work Plan Amendment shall be signed by authorized representative of the Producer and County, and shall be deemed a part of this Agreement once applicable approval requirements by the County are met. If the Producer does not approve the Work Plan Amendment, he shall not be obligated to perform any additional services hereunder.

(M) Delays – Producer recognizes and agrees that failure to deliver the Videos and Webpage according to the Work Plan's delivery schedule will result in expense and damage to the County. Producer shall inform the County through its designee(s) immediately of any anticipated delays in the delivery schedule and of the actions being taken to assure completion of the Videos and/or Interactive Webpage within such schedule. If any delivery date is missed, County may, at its sole option, declare a default under this Agreement and

pursue any applicable remedy; provided, however, that County shall provide the Producer with thirty (30) days to cure the delay prior to declaring a default. County may not declare a default hereunder if such delay is caused by any action or failure to act of County.

- (N) Enhancements If the County wishes to modify the project after completion, the Producer shall be given first option to provide a bid to perform such enhancements.
- (O) MindWarp Entertainment, L.L.C. is permitted to use the videos produced and the webpage as portfolio pieces within the <a href="https://www.mindwarpentertainment.com">www.mindwarpentertainment.com</a> website.
- (P) Return of Source Material Upon the County's acceptance of the final products, or upon the termination and/or cancellation of the project, the Producer shall provide the County with all copies and originals of the source materials provided by the Producer.
- (Q) Ownership of Copyright Producer acknowledges and agrees that County retains all rights to copyright to the videos and webpage. County retains copyright of any content, images, and logos originally provided for the production. The producer will be allowed use of the copyrights materials for use in portfolio/demo reel only. Assignment of all present and future rights, to include copyright, to the materials produced during the project to the Offices of the County and District Attorney, it the express understanding that the Producer may not reproduce or use the materials for any purpose without the written permission of the Offices of the County and District Attorney.
- (R) Ownership and Return of Materials The County retains ownership of all original video, in any media, including digital files, whether preliminary or final, regarding the production stated in this Agreement.
- (S) Cancellation In the event of cancellation of this assignment, ownership of all copyright will return to the County and a copy of the product shall be retained by the Producer, and a cancellation fee for work completed, based upon the prorated portion of the next payment and expenses already incurred shall be paid by the County.
- (T) Alterations Any electronic alternation of the project creating additional work is at the sole discretion of the County.

## 7. NON-WAIVER OF RIGHTS AND INDEMNIFICATION

- (A) A waiver by any party to this Agreement of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- (B) The County reserves, and does not waive, its respective rights of immunity and similar rights and does not waive its rights under the applicable statutes.

(C) Producer shall defend, indemnify and hold harmless El Paso County, its officers, agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional act or omission of Producer, its agents, employees, or subcontractors. Producer shall pay any and all damages assessed against El Paso County.

## 8. TERM AND TERMINATION

- (A) This agreement shall be effective on September 14, 2010, regardless of its date of execution, and shall continue until January 4, 2011.
- (B) Termination: County and Producer may mutually agree to terminate this Agreement at any time by giving 30 day written notice to terminate. Producer may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without cause by giving thirty (30) days written notice to terminate. The County may terminate this Agreement without notice immediately in the event Producer fails to comply with any provision of this Agreement. Producer shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first. In the event of such a termination without cause, the County shall pay the Producer for all services rendered prior to the termination.

### 9. ENTIRE AGREEMENT

- (A) This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Contract.
- (B) The Contract between the Parties consists of this Contract document and the following attachments:
  - Attachment A:(Specifications for the two (2) thirty minute videos, Workplan)
  - Attachment B: (Specifications for the 15 minute video, Workplan)
  - Attachment C: (Interactive Webpage-Workplan)
  - Attachment D: (Schedule Of Deliverables-Work Plan)
  - Attachment E: (Financials For Production)

All attachments listed above are attached to this Contract and are incorporated into this Contract for all purposes as though they were written word-for-word into this document.

(C) This document expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by the parties.

- (D) By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.
- (E) This agreement may not be assigned by either party in whole or in part.
- (F) Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included. If any word, phrase, clause, paragraph, sentence, part or provision of this agreement or application thereof to any person or circumstance shall be held to be invalid or unconstitutional, the remainder of the agreement shall nevertheless be valid.

#### 10. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 11. APPLICABLE LAW

This agreement is entered into in El Paso County, Texas and venue for the enforcement of this agreement shall lie in El Paso County, Texas. The <u>laws</u> of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it.

# 12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Producer certifies that it will comply fully with non-discrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990, as amended; and with all applicable requirements imposed by or pursuant to regulations that implement those laws.

# 13. ENTIRE AGREEMENT

This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements.

#### 14. NOTICE

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party:

Notice shall be made to:

To the County: County Judge

County of El Paso

301 El Paso County Courthouse

500 E. San Antonio El Paso, Texas 79901

To Producer MindWarp Entertainment, L.L.C.

Carlos & Octavio Corral 300 Shadow Mountain, #506 El Paso, Texas 79912

**IN WITNESS WHEREOF,** said County of El Paso and said Producer, MindWarp Entertainment, L.L.C., have caused these presents to be executed in their behalf respectively by their proper officers thereto duly authorized and their corporate seal to be hereto affixed, the day and year as noted below.

[Signatures Follow on Next Page]

### **COUNTY OF EL PASO**

By:	DATE:
Anthony Cobos	
County Judge	
ATTEST:	
Delia Briones	<u> </u>
County Clerk	
County Clork	
Approved as to form:	
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	-
A:-44 C4 A44	
Assistant County Attorney	
Approved as to content:	
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Jo Anne Bernal, El Paso County Attorney	
El Paso County Toyos	
El Paso County, Texas	
Approved as to content:	
TT	
Jaime Esparza, El Paso District Attorney	
34 <sup>th</sup> Judicial District	
El Paso District Attorney's Office El Paso County, Texas	
LI Faso County, 16xas	

## MINDWARP ENTERTAINMENT, L.L.C.

By:	Dated:
Carlos Corral, Managing Member	
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Approved as to content:	
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Carlos Corral, Managing Member	
MindWarp Entertainment, L.L.C.	
300 Shadow Moutnain Drive, #506	
El Paso, Texas 79912	
Taxpayer Number: 32033731087	

## MINDWARP ENTERTAINMENT, L.L.C.

By:	Dated:
Octavio Corral, Managing Member	
Approved as to content:	
$\frac{1}{1}$	
Octavio Corral, Managing Member	
MindWarp Entertainment, L.L.C.	
300 Shadow Mountain Drive, #506	
El Paso, Texas 79912	
Taxpayer Number: 32033731087	

# ATTACHMENT A

(Specifications for the two (2) thirty minute videos, Workplan)

#### SPECIFICATIONS: FOR EACH OF THE TWO (2) THIRTY MINUTE VIDEOS

Workplan

(one in English and one in Spanish)

- 1. Culturally sensitive.
- 2. Target Audience: teachers, parents, school facilitators and adult domestic violence victims
- 3. Project Description: Videos will illustrate the dynamics of domestic violence as well as domestic violence prevention and intervention mechanisms available within the El Paso community. Videos will include access to law enforcement, the importance of safety planning, the use of protective orders, the availability of shelter and counseling services as well as the availability of criminal prosecution.
- 4. Video will be produced in both English and Spanish for a total of two videos in conformance with the contract.
- 5. Videos to be designed as stand-alone domestic violence prevention tool, however they may be combined with other components of an awareness/educational presentation. They may service as a tie-in to the conclusion of the domestic violence awareness/educational presentation.
- 6. Development of the script, storyboards and webpage will be done in conjunction with personnel from the Offices of the District and County Attorney, and will address the following themes:
  - a. The dynamics of domestic violence, to include the factors unique to the phenomenon of teen dating violence familiarity with traditional domestic violence concepts such as the cycle of violence and the power and control wheel and their applicability to the teen dating violence arena;
  - b. The warning signs of an abusive relationship;
  - c. The components of a healthy relationship;
  - d. The emergence of relationship conflict and alternatives to violence for resolving conflict;
  - e. Teen dating "do's" and don'ts;"
  - f. The importance of safety planning and how to create a safety plan for both adult and teen victims;
  - g. Community resources access to law enforcement, how to obtain a protective order;
  - h. Legal resources access to law enforcement, how to obtain a protective order, criminal prosecution for family violence assault and protective order violations; and
  - i. Enforcement of protective orders in schools and school-based alternatives to protective orders

7.	Concept and development meetings will be conducted as needed in person, by phone, or e-mail with representatives from the County of El Paso who will assist in the development of both the domestic violence/dating violence videos and the interactive webpage.

# ATTACHMENT B

(Specifications for the 15 minute video, Workplan)

#### SPECIFICATIONS: FOR THE FIFTEEN MINUTE VIDEO, WORKPLAN

- 1. Must be culturally sensitive.
- 2. Age appropriate: target audience student audience in grades 5-12, as well as college audience.
- 3. Project Description:
  - A. Vignettes which are culturally relevant and age appropriate, will portray dating violence that includes the intentional use of physical, sexual, verbal, or emotional abuse by a person to harm, threaten, intimidate or control another person in a dating relationship.
  - B. Video will also address safety planning, the use and enforcement of protective orders, school-based alternatives to protective orders and the availability of counseling services for affected students.
  - C. Video must be accessible by both English and Spanish speaking students.
- 4. Video will be a component of a dating violence curriculum to be taught in the school after its initial presentation by staff of the El Paso County and El Paso District Attorney's Offices.
- 5. Development of the script, storyboards and webpage will be done in conjunction with personnel from the Offices of the District and County Attorney, and will address the following themes:
  - a. The dynamics of domestic violence, to include the factors unique to the phenomenon of teen dating violence familiarity with traditional domestic violence concepts such as the cycle of violence and the power and control wheel and their applicability to the teen dating violence arena;
  - b. The warning signs of an abusive relationship;
  - c. The components of a healthy relationship;
  - d. The emergence of relationship conflict and alternatives to violence for resolving conflict;
  - e. Teen dating "do's" and don'ts;"
  - f. The importance of safety planning and how to create a safety plan for both adult and teen victims:
  - g. Community resources access to law enforcement, how to obtain a protective order;
  - h. Legal resources access to law enforcement, how to obtain a protective order, criminal prosecution for family violence assault and protective order violations; and
  - i. Enforcement of protective orders in schools and school-based alternatives to protective orders

# ATTACHMENT C

(Interactive Web Page Specifications, Workplan)

#### **INTERACTIVE WEBPAGE:**

- 1. Design and implementation of an interactive webpage that allows all videos developed during the project to be viewed and downloaded. The webpage will be developed with the flexibility for future evolution and modification to accommodate incorporation of new information, video and sound clips.
- 2. Development of the script, storyboards and webpage will be done in conjunction with personnel from the Offices of the District and County Attorney, and will address the following themes:
  - a. The dynamics of domestic violence, to include the factors unique to the phenomenon of teen dating violence familiarity with traditional domestic violence concepts such as the cycle of violence and the power and control wheel and their applicability to the teen dating violence arena;
  - b. The warning signs of an abusive relationship;
  - c. The components of a healthy relationship;
  - d. The emergence of relationship conflict and alternatives to violence for resolving conflict;
  - e. Teen dating "do's" and don'ts;"
  - f. The importance of safety planning and how to create a safety plan for both adult and teen victims;
  - g. Community resources access to law enforcement, how to obtain a protective order;
  - h. Legal resources access to law enforcement, how to obtain a protective order, criminal prosecution for family violence assault and protective order violations; and
  - i. Enforcement of protective orders in schools and school-based alternatives to protective orders
- 3. Concept and development meetings will be conducted as needed in person, by phone, or e-mail with representatives from the County of El Paso who will assist in the development of both the domestic violence/dating violence videos and the interactive webpage.

# ATTACHMENT D

(SCHEDULE OF DELIVERABLES – WORK PLAN)

### **Schedule of Deliverables**

\*All dates are subject to change depending on client approvals, delivery of content, requested changes, and final requirements. The project timeline is estimate to last 4 months from start to finish. The timeline may increase as functionality or requirements are added. The Scripts, cast of Actors, production design and webpage must meet approval of both the County Attorney and District Attorney BEFORE productions may begin. The approval must be secured in writing before filming and the webpage launch.

Milestones	Estimated Due Date*	Payment Upon Acceptance
Completion of Pre-Production: writing of one teen script & two adult scripts, location scouting, auditions.	November 1, 2010	\$16,655.00 (33% of Total Cost)
Campaign Name and Logo.		
Completion of Production: filming of one teen script & two adult scripts.  Delivery of Web Designs	December 1, 2010	\$16,655.00 (33% of Total Cost)
Completion of Post- Production: video/film & sound editing, color correction, graphics, duplication, distribution.	January 14, 2010	\$16,655.00 (33% of Total Cost)
Delivery of Final Website with Usability Testing		

# ATTACHMENT E

(FINANCIALS FOR PRODUCTION)

## **FINANCIALS**

\*Notice of any change in price will be provided to the County in writing and must be agreed to by the County in writing through a contract amendment which must be presented to the County for approval.

### **Pre-Production**

Positions	Unit	Rate	2 Months
		Per Month for	
		each Unit	
Producer(s)	2	\$450	\$1800
Writer(s)	3	\$300	\$1800
Script			
Translator	1	N/A	<b>\$175</b>
Storyboards	2	N/A	\$600
Cast/Crew			
Calls	1	N/A	\$50
<b>Promotions</b>			

**Total Video Pre-Production Cost:** \$4,425

# PRODUCTION Pre-Production

		Rate	7 Day
Positions	Unit	Per Day for	Production
		each Unit	
Director	1	\$275	\$1925
Producer	1	\$225	\$1575
Director of			
Photography	1	\$200	\$1400
Gaffer	1	\$300	\$2100
Grips	3	\$100	\$2100
Production			
Designer	1	\$100	<b>\$700</b>
Sound			
Mixer/Recorder	1	\$150	\$1050
Production			
Assistants	4	\$50	\$1400
HD Camera			
Package	1	\$275	\$1925
Sound			
Equipment	1	\$350	\$2450
Lighting			
Equipment	1	\$400	\$2800
Actors/Actresses	variable	\$100	\$5000
Hair/Make-up	1	<b>\$75</b>	\$525
Craft Service	1	N/A	\$1500
Location			
Fees/Permits	6	\$40	\$240
Production			
Insurance	1	N/A	<b>\$1000</b>
Expendables	10	N/A	\$500
Petty Cash	1	N/A	\$250
Gas Allowance	1	N/A	\$300

Video Production Cost: \$28,740

**Post-Production** 

Positions	Unit	Rate	3-4 Weeks
		Per Week	
		for each	
		Unit	
Editor	1	\$750 per	\$3000
		week (4)	
Sound Mixer	1	\$600 per	\$1800
		week (3)	
<b>Motion Graphics</b>	1	N/A	\$500
Stock Music	3	<b>\$99</b>	N/A
DVD	1000	\$1.50	\$1500
<b>Authoring/Duplication</b>			

**Video Post Production Cost:** \$6800

**TOTAL VIDEO PRODUCTION COST: \$37,765** 

## **WEB DESIGN**

Duration	Description
15 hours	Project Management,
	meetings and correspondence
35 hours	Web Design Phase
30 hours	Web Coding Phase
40 hours	<b>Content Management System</b>
	Integration
20 hours	Content Input of videos,
	resources, sound clips
10 hours	Two rounds of Usability
	Testing with 6 users

<sup>\*</sup>Hours may change depending on final functionality Interactive Webpage Cost: \$10,000

## **Subtotal:**

Total Video Pre-Production Cost: \$4,425 Video Production Cost: \$28,740 Video Post Production Cost: \$6,800 Interactive Webpage Cost \$10,000

TOTAL PROJECT COST: \$49,965.00