

**MOORPARK CITY COUNCIL
AGENDA REPORT****TO: Honorable City Council****FROM: John Brand, Senior Management Analyst** **DATE: August 12, 2008 (CC Meeting of 8/20/2008)****SUBJECT: Consider Professional Services Agreement with Reel Life Pictures to Provide Video Production, Operations and Maintenance Services for the City Government Access Channel MPTV 10****BACKGROUND**

On May 5, the City Council approved advertising for a Statement of Qualifications and Request for Proposal (SOQ-RFP) for Video Production Services. In addition to advertising, staff proactively canvassed videography firms in the area and identified about fifty (50) firms that might be interested in working for the City, and requested a copy of the SOQ-RFP to review. The incumbent service provider, Videomax Productions, Inc., and four (4) other firms working in local government broadcasting were automatically sent the SOQ-RFP, as were a few "Plan Room" services.

Eleven (11) video production companies attended one of the two pre-proposal meetings that were held on Thursday, May 29, and on Tuesday, June 3. Proposals were due June 10, 2008. Proposal submission requirements included providing to the City an original plus three copies, one electronic PDF copy of the proposal pages on a CD-ROM, and a work sample DVD. The proposal submission pages had to include the specific information outlined in the SOQ-RFP that, together with the work sample DVD were necessary in order for the City to make an informed evaluation of the firm's suitability.

DISCUSSION

Seven (7) submissions were received. One submission, from Videomax Productions, was non-responsive. In lieu of a response, Videomax provided a company brochure and a letter indicating that it could only reply "No Bid" due to reservations it has about the SOQ-RFP provisions that must be agreed to by proposing firms. Proposers were required to agree to the terms of the City's standard professional services agreement and insurance requirements; and additionally to sign an Affidavit of Ethics, and a

Dispute Resolution Summary. Videomax implied that it might consider entering into exclusive negotiations with the City under terms more favorable to Videomax.

The other six (6) video production companies met the City's requirements and submitted complete proposals. The proposing firms are:

- Third Point Productions - Newbury Park, CA
- Franklin Video Productions - Oak Park, CA
- Reel Life Pictures - Moorpark, CA
- Blue Dolphin Media, Inc. - Westlake Village, CA
- LCS - Let's Create Something, Inc. - Westlake Village, CA
- 4 Event Photos - Oxnard, CA

An ad hoc Proposal Review Committee was formed comprised of staff from three different City departments, two outside government agencies, and the City's video systems integration consultant.

State law and the City's purchasing and procurement policies provide for a qualitative selection process for acquiring professional services. In other words, the City may consider more than just price in determining which proposal best fits the City's needs. Each Proposal Review Committee member reviewed and scored the written proposals independently.

Proposals were evaluated using the criteria below:

Standards for Evaluation of Proposals:

The City will use the following priorities, as well as pricing, in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable proposals, delivery, and cost. The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed.

Proposal Evaluation Form

| | | | |
|----------------------|--|--------------------|--------------|
| Name of Firm: | | | |
| | Evaluation Priorities | Point Range | Score |
| | Completeness - (Adequacy of all deliverables) | 0 to 5 points | |
| | Understanding of the City's needs - Does proposal show clear understanding and respect for City's stated needs, and operating culture?) | 0 to 10 points | |
| | Conformance - to the requirements of the specifications (format, presentation quality of all deliverables provided) | 0 to 5 points | |
| | Experience - Prior experience with comparable projects or proposals | 0 to 10 points | |
| | Quality - of the material (personnel, experience, expertise, equipment, etc.) offered. | 0 to 10 points | |
| | Overall Suitability - The ability, capacity and skill of the Vendor to perform the required duties or provide the materials and services. | 0 to 15 points | |
| | Depth of Resources - The capacity of the Vendor to perform or provide the service promptly, within the time specified, and without delay or interference. | 0 to 5 points | |
| | Speed & Reliability - The ability of the Vendor to produce all required or requested services to the complete satisfaction of the City in a timely manner. | 0 to 5 points | |
| | Technical Knowledge - The ability of the Vendor to provide future diagnostics, maintenance, or repair services as may be required. (Technical knowledge of existing equipment, new product development, industry trends.) | 0 to 10 points | |
| | Cost - (less is better) | 0 to 25 points | |
| | Total Score of Firm's Qualifications and Proposal | 0 to 100 points | |

On Friday June 20, the Proposal Review Committee met. The committee discussed the merits of the various proposals and viewed the sample videos each company submitted. Evaluation scores were weighted as follows: Cost: 25%, Qualifications and Proposal Content: 50%, and Work Samples: 25%. A summary of the Proposal Review Committee's evaluations is included as Attachment "1".

The Committee rated the following two (2) firms most highly:

Reel Life Pictures - Moorpark, CA
LCS - Let's Create Something, Inc. - Westlake Village, CA

Staff conducted reference checks and interviews with the two firms. Reel Life Pictures was selected as a finalist. A try-out period was negotiated where Reel Life Pictures agreed to work with staff to become familiar with City video operations and, under supervision, audition its video production services. Reel Life Pictures performed satisfactorily at the Council meeting on July 2 and in subsequent technical orientation sessions.

FISCAL IMPACT

The competitive bidding process resulted in cost proposals that were significantly lower than what the City has historically paid. Videomax charged the City \$2,504 per month (\$30,048.00 per year) for meetings, and \$756.00 per month (\$9,072.00 per year) for BBS, for a base of \$39,120.00 per year plus additional services at \$31.50 per person per hour as needed. Based on actual meeting durations, in the past two years the Videomax flat rate for meetings alone (\$2,504.00 per month) equaled an average of about \$285.00 per hour for meetings. For example, in 2007 there were 43 televised meetings, with 105 billable hours, which equals \$286.31 per hour for a two person crew (see Attachment 2, page 2). The Videomax rate for meetings was similar during the first half of 2008.

The proposed video service provider's proposal is for meetings to be staffed by a two-person crew for \$100.00 per hour. This is competitive for the region and, as indicated, may be considerably less than the effective hourly rate paid Videomax. Additionally, staff now has the capability to complete basic BBS updates on its own. Previously, the former service provider had exclusive access to the BBS. Videomax never billed less than \$756.00 per month regardless of the actual BBS work requested. Consequently, it is not possible to compare past BBS expense with the rate (\$50.00 per actual hour, not a flat rate) of the proposed service provider. Staff has however, built a cost projection as follows.

The estimated total cost of the proposed service provider is \$24,000 per year including, \$15,000 for meeting coverages, \$5,000 for as-needed BBS services, and a 20% contingency. The proposed FY 2008/2009 Public Information budget includes sufficient funds to pay for the video production services anticipated.

STAFF RECOMMENDATION

Approve the Agreement subject to final language approval by the City Manager and City Attorney, and authorize City Manager to sign the Agreement.

Attachments: 1. Evaluation Summary
 2. Agreement
 3. Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK AND
Reel Life Pictures FOR Video Production and Operations Services**

This Agreement is made and entered into in the City of Moorpark on this _____ day of _____, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Reel Life Pictures, a California corporation providing video production services ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on July 1, 2008 and shall remain and continue in effect until June 30, 2010, unless sooner terminated pursuant to the provisions of this Agreement.

The first three (3) months of this Agreement is a probationary period after which a successful evaluation and assessment of the Vendors performance as qualified by the Agreement will be conducted by the City. Upon approval by the City, the duration of service will continue for an additional 21 months and/or until a further evaluation of the Vendors performance can be approved. During the probationary period, the City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, effectively immediately upon written notice to Vendor.

2. Services

City hereby retains Vendor in a contractual capacity to perform construction management services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

3. Performance

Vendor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for Vendor's overall performance of the

Agreement provisions herein above set forth and to serve as principal liaison between Vendor and City shall be Robert Schwieger, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Vendor. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the scope of services or change Vendor's compensation, subject to Section 5 hereof.

5. Payment

a) For providing services as specified in this Agreement, City shall pay and Vendor shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Vendor, beyond the Scope of Work for this Agreement, Vendor may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Vendor will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

6. Incorporation by Reference

a) The City's Request for Statement of Qualifications and Proposals (RFQ-RFP) and the Vendor's Proposal Submission are hereby incorporated in and made a part of this Agreement. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Statement of Qualifications and Proposal; (3) Proposal Submission.

b) All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. Suspension or Termination of Agreement

a) This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:

1. By mutual agreement of both parties,
2. Upon ten (10) days written notice by City, with or without cause,

3. Upon thirty (30) days written notice by Vendor, with or without cause, and

4. If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Vendor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City upon at least seventy-two (72) hours written notice to Vendor, and without prejudice to any other remedies the City may have, may terminate this Agreement and Vendor's services and any obligations the City may have under this Agreement. The written notice shall instruct Vendor to cease its services as of a specified date, and City shall have no further obligation to pay for services tendered or otherwise.

b) If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

8. Default of Vendor

a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Vendor is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. Indemnification for Professional Liability

Vendor agrees to indemnify, protect, defend, and hold harmless the City, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Vendor, its officers, agents, employees or sub-Vendors in the performance of professional services under this Agreement.

10. Indemnification for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Vendor shall indemnify, defend, and hold harmless City, and any and all of its officials, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees, subvendors, or contractors and subcontractors of Vendor.

11. General Indemnification Provisions

Vendor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subvendor, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Vendor in the performance of this Agreement. In the event Vendor fails to obtain such indemnity obligations from others as required here, Vendor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Vendor and shall survive the termination of this agreement or this section.

City does not and shall not waive any rights that it may have against Vendor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Sections 9 and 10 of this Agreement.

12. Insurance

Vendor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

13. Independent Contractor

a) Vendor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Vendor

any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. Anti-Discrimination

In the performance of the terms of this Agreement, Vendor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

18. General Conditions

a) Vendor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Vendor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Vendor performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all work product or intellectual property, including but not limited to all original reports, documents, calculations, computer files, notes, video, images, and other related materials whether prepared by Vendor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software. All work product or intellectual property becomes the property of the City as it is developed and may not be used by Vendor without the written consent of the City.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Vendor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Vendor.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Vendor may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. Governing Law

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

20. Authority to Execute this Agreement

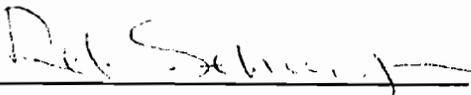
The person or persons executing this Agreement on behalf of Vendor warrants and represents that this individual has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK:

Steven Kueny

VENDOR:



Robert Schwieger

Attachment 2

| Company Name | Cost Proposal (25%) | | Work Samples (25%) | Qualifications & Proposal Content (50%) (See Attachment 1) | Total Score of Firm's Qualifications and Proposal 100% |
|---|---------------------------|---------------------------|--------------------|---|--|
| | meetings | BBS | | | |
| Third Point Productions - Newbury Park, CA | \$3,150.00 /wk flat rate | Included | 4.5 | 14.0 | 38.7 |
| Franklin Video Productions - Oak Park, CA | \$200.00/hr | \$10.00/hr | 12.2 | 8.0 | 41.4 |
| Blue Dolphin Media, Inc. - Westlake Village, CA | \$75.00/hr | \$55.00/hr | 16.0 | 12.3 | 48.1 |
| 4 Event Photos - Oxnard, CA | \$48.00/hr | \$20.00/hr | 23.7 | 13.0 | 54.9 |
| LCS - Let's Create Something, Inc. - Westlake Village, CA | \$69.00/hr | \$34.50/hr | 14.8 | 22.5 | 65.4 |
| RLP - Reel Life Pictures - Moorpark, CA | \$100.00/hr | \$50.00/hr | 14.2 | 23.3 | 70.8 |
| Incumbant Vendor - Videomax | \$286.31/hr (2007 actual) | \$756.00/mo (2007 actual) | | | |
| May 2007 Culver City Bidder A - | \$85.85/hr | \$40.00/hr | | | |
| May 2007 Culver City Bidder B - | \$70.00/hr | \$75.00/hr | | | |

30057

**Submission Summary
Request For Statement Of Qualifications And Proposals (RFQ-RFP)
For Video Production And Operations Services**

| Company Name | 3 Copies | CD-ROM / DVD | Response (Section III) | SOQ (Section VIII) | Signed Affidavit (Attach 1) | Signed Agrmnt (Exhibit A) | Dispute Reso (Exhibit C) | Cost Proposal Form (Exhibit I) | |
|---|----------|--------------|------------------------|--------------------|-----------------------------|---------------------------|--------------------------|--------------------------------|---------------------------|
| | | | | | | | | meetings | BBS |
| Videomax Productions - Newbury Park, CA | | | | | | | | No Bid | No Bid |
| Third Point Productions - Newbury Park, CA | X | X | X | X | X | X | X | \$3,150.00 /wk flat rate | Included |
| Franklin Video Productions - Oak Park, CA | X | X | X | X | X | X | X | \$200.00/hr | \$10.00/hr |
| Reel Life Pictures - Moorpark, CA | X | X | X | X | X | X | X | \$100.00/hr | \$50.00/hr |
| Blue Dolphin Media, Inc. - Westlake Village, CA | X | X | X | X | X | X | X | \$75.00/hr | \$55.00/hr |
| LCS - Let's Create Something, Inc. - Westlake Village, CA | X | X | X | X | X | X | X | \$69.00/hr | \$34.50/hr |
| 4 Event Photos - Oxnard, CA | X | X | X | X | X | X | X | \$48.00/hr | \$20.00/hr |
| Market Comparison | | | | | | | | | |
| Incumbant Vendor - Videomax Newbury Park, CA | | | | | | | | \$286.31/hr (2007 actual) | \$756.00/mo (2007 actual) |
| May 2007 Culver City Bidder A - | | | | | | | | \$85.85/hr | \$40.00/hr |
| May 2007 Culver City Bidder B - | | | | | | | | \$70.00/hr | \$75.00/hr |

REEL LIFE PICTURES



PROPOSAL TO FURNISH PROFESSIONAL VIDEO PRODUCTION SERVICES

FOR

MPTV 10
MOORPARK GOVERNMENT ACCESS
TELEVISION

.

FOR

THE CITY OF MOORPARK

JUNE 2008

VIDEO PRODUCTION SERVICES

WEDDINGS

SPECIAL EVENTS

CORPORATE VIDEO

REEL LIFE PICTURES

818-216-3939

805-581-0873



14275 PEACH HILL RD. MOORPARK, CA 93021

WWW.REELLIFEPICTURES.COM

INFO@REELLIFEPICTURES.COM

June 2, 2008

Mr. Steven Kueny
City Manager
City of Moorpark
799 Moorpark, CA 93021

Dear Mr. Kueny:

Reel Life Pictures is a video production company located in Moorpark and Simi Valley. We are pleased to present this proposal to the City of Moorpark to furnish professional video production services for the operation of MPTV 10, the City's government access television station.

Should you have any questions, or require additional information, please contact me at 818 216 3939.

We appreciate the opportunity to respond to your request for proposal, and look forward to working with the City of Moorpark.

Sincerely,

Robert Schwieger

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Executive Summary

Reel Life Pictures has been providing quality video production services in the Southern California area since 1999. We are pleased to submit this proposal in response to a Request for Proposal (RFP) issued by the City of Moorpark to obtain professional video production services.

We understand that the objectives are as follows:

- I. To continue the operation of the MPTV 10 for live telecasts of public meetings, replays of public meetings, and multiple bulletin board services (BBS) messages with graphics.
- II. To improve the quality of the MPTV 10 productions during a two-year agreement.
- III. Acquire the necessary equipment and establish procedures to enable immediate and easy updating of the City Government Channel from City Hall, Emergency Operations Center and remote locations, including live emergency telecast capability from City Hall or the EOC.

We believe that Reel Life Pictures is uniquely qualified to provide the professional video production services required by the City of Moorpark. We understand the importance of this contract and we feel that we can provide the best solution to the City of Moorpark based on the following:

- Reel life Pictures has extensive experience in providing professional video production services. We have knowledge in all aspects of production including pre-production, filming multiple camera live events, editing, computer graphics, web design and DVD encoding and authoring. Our prior experience in live video production, as well as our creative and artistic approach to our projects will be applied in assisting the City of Moorpark.
- Reel Life Pictures prides itself on providing high quality work and excellent customer service. We excel at listening to our clients, understanding their needs, and providing outstanding services tailored to meet their requirements.
- We will work with the City of Moorpark to ensure a smooth transition and uninterrupted service from the current vendor.
- We understand that the City of Moorpark desires to improve documentation of the current video equipment and setup. We also understand that the City is experiencing problems with the existing

equipment, such as “out of phase” and “out of sync” issues. We look forward to working with the City to correct these situations.

- To meet the objectives of the City in acquiring services as economically as possible, we have proposed a rate of \$100.00 an hour per person for the standard meeting rate and \$75.00 an hour per person for the standard messages fee.

At Reel Life Pictures, we believe that MPTV 10 has great potential to reach a wider audience, and to provide improved quality and quantity of information to the citizens of Moorpark. In the “Additional Information” section of our proposal, we listed several ideas for your consideration. We propose to enhance the current programming schedule by adding content already in the possession of the City, as well as producing new video material for the City of Moorpark.

We look forward to establishing a positive working relationship with the City of Moorpark and creating a friendly and creative environment. Our purpose will be to work towards improving the quality and quantity of MPTV 10 programming available to the citizens of Moorpark.

Project Team

Reel Life Pictures was established in 1999 by Aron Eisenberg. The business was made into a business partnership when Robert Schwieger joined in 2002. Originally started as a wedding and event videography company, Reel Life Pictures quickly expanded into corporate, music, and instructional video production as well as photography. Our company has earned several awards for excellence in service and for the quality of our work including being featured in "The Knot" magazine as one of their "Best Of 2007".

Aron Eisenberg has an educational background in film and television production, theatre and photography. He has been a member of the Screen Actors Guild for twenty years and has appeared in many theatre productions, commercials, television programs and films. Most notably is his work on the well known television show Star Trek: Deep Space Nine, where he was a recurring guest star for seven seasons as the character, Nog.

Robert Schwieger holds a Bachelors degree in Video/ Digital Media from the University of California State Northridge. He also has an Associate degree in Art from Moorpark Community College where he studied film history as well as broadcast communication.

Aron and Robert are residents of Simi Valley and Moorpark respectively.

Both Aron and Robert will share the main duties of production services for the City of Moorpark. Sub-contractors may be used on occasion to assist them.

In addition to our educational background, we both have extensive work experience producing our own projects as well as working with other companies on their productions. We have knowledge in all aspects of production including pre-production, filming multiple camera live events, editing, computer graphics, web design and DVD encoding and authoring.

Reel Life Pictures also hires additional camera operators, editors and production assistants as sub-contractors on an as-needed basis. Our team members come from various film and television backgrounds and have been carefully screened. (Resumes are attached below). Reel Life Pictures would grant the City of Moorpark the opportunity to review and approve any sub-contractors that we use to assist us in production of the City of Moorpark Government Access Television.

Robert Schwieger

14275 Peach Hill Rd.
Moorpark, CA 93021
818 216 3939

robert@reelifepictures.com

EXPERIENCE

- Reel Life Pictures: (2002-Present)
-CEO
-Production of live events, weddings, corporate, music and instructional video/film.
- HGTV: The Ultimate Wedding Guide-Special (freelance:2006)
-Camera Op.
- Yahoo- (Internet TV): (freelance:2006)
-DP/Camera Op.
- Mike Schwieger Private Investigation: (freelance:2007)
-Surveillance -Camera Op.
- Get Reel Videography: (freelance:2004-present)
-Camera Op.
- Gary West Productions: (2002-2003)
-Camera Op. and audio/video technician

EDUCATION

- Bachelor of Arts-Digital Visual Media (1999-2001)
Cal State University of Northridge
- Associate Degree in Arts (1996-1998)
Moorpark C.C.

JOB SKILLS

Camera Operator- Familiar with most formats including miniDV, DVCam, HDV, P2, Beta, 8mm film.

Editor- Final Cut Pro, Premier Pro, After Effects, Dreamweaver, Photoshop.

REFERENCES

Joseph Jerman-DP
(818) 845 0100
jerman@multimediamarvels.com

Debbie Crawford-(CEO)- Get Reel Videography
(323) 545 7429
debbiec@get-reel.biz

Aron Eisenberg
1721 Morning Arbor Way
Simi Valley, Ca. 93065
805-581-0873

SUMMARY OF QUALIFICATIONS

- Established and currently operate a successful video production company specializing in all aspects of production.
 - I have extensive knowledge of Final Cut Pro, Adobe Photoshop and After Effects and its applications.
 - Excellent communication skills developed over 15 years of being a professional SAG actor as well as many personal speaking engagements.
 - Self-motivated, responsible and highly personable with people.
-

PROFESSIONAL EXPERIENCE

1998-2008 REEL LIFE PICTURES, SIMI VALLEY, CA.

OWNER/PRESIDENT-DIRECTOR/PRODUCER/EDITOR

Established video production company with my partner, Robert Schwieger. Acquired all equipment and employees for various production jobs. Delegated cameramen for various multi-camera productions. Organized all production needs from pre-production to production to post-production. Directed all aspects of each production. Edited and co-edited the projects with Final Cut Pro and Apple Computers and executed the entire project from beginning to end. Communicated with all clients in regards to their ideas and demands for the production. Maintained and upgraded all equipment.

1998-2001 NETTHIS TV, BURBANK, CA.

EDITOR/CAMERAMAN

Camera operator for various concerts and special interest segments. Edited multiple projects for the development of online television .

1998-2001 GOLD COAST EDIT, SANTA MONICA, CA.

CAMERAMAN

Utilized digital camera knowledge and skills in the implementation of several multi-camera productions involving music concerts.

1992-1999 STAR TREK; DEEP SPACE NINE, PARAMOUNT PICTURES

ACTOR

Portrayed the character "Nog" for seven seasons of the popular TV show Deep Space Nine. This was a recurring guest star role.

CLIENT LIST

Live Music Concerts- The The, Todd Rundgren, Real Estate, Tom Tom Club, Dog Party, Fandango, Culla C. Ashleigh Caldwell, Gilli Moon, Donna DeLory, Kindersize
Music Video- Delray, Little Sista
Special Events- zz"The Special" DVD behind the Scenes, Cooper/Hall Films, Mrs. United Nation
Pageant 2001, Accent Ink, Manta Catamarans

EDUCATION

1994-1996 MOORPARK COLLEGE

FILM PRODUCTION AND GENERAL EDUCATION

607 E. Providencia Ave. J
Burbank, CA 91501
818.845.0100

www.jermanphotography.com

JOSEPH JERMAN

Director of Photography

Education

University of Southern California (1997-2001)

- B.A. in Cinema/Television (Cum Laude).
- Summer Production Workshop (1997).

Professional Experience

Cinematographer:

NBC: *Miss Universe 2008*

- Pageant - HD

NBC: *Miss Universe 2007*

- Pageant - DigiBeta

HGTV: *The Ultimate Wedding Guide*

- Special - Betacam

Michelin Challenge Design

- Industrial - HDV

The Solicitor (2007)

- Short - HDV

Stalkers Anonymous (2006)

- Pilot - HDV

Bonita Beach Bob (2006) – 2nd Unit

- Feature - HDV

Dawgs Playing Poker (2006)

- Short - DV

Southern California Reproductive Center

- Promo - DVCam

Capturing Carmine

- Episodic - DV

Secret Mysteries of America's Beginnings (2006)

- Feature Doc - DV

Smoked Out Casino

- Commercial - DV

Porn & the Murder of America (2005)

- Feature Doc - DV

Coupled with Love (2005)

- Comedy Feature - DV

*Trailer of My Life (2005)**

- Short - DV

The Trip of a Lifetime (2002)

- Feature Doc - DVCam

*Conversation**

- Music Video - DV

A Breath of Inspiration (1999)

- Short - 8mm

Video Vandals (1999)

- Short - 8mm

Imagination Beats the Boredom (1997)

- Animated Short - 8mm

Think Twice (1997)

- Short - 8mm

Camera Operator:

TruTV: *Inside American Jail*

- Reality TV - XDCam

Oxygen: *Tori & Dean: Inn Love*

- Reality TV - Sony Z1U

MyNetwork TV: *Jail*

- Reality TV - DSR 570

HGTV: *Romantic Bedrooms*

- Episodic - DVX100a

HGTV: *Splurge!*

- Episodic - DVX100a

NBC: *Miss USA 2007*

- Pageant - Betacam

HGTV: *All Girl Getaways*

- Reality TV - Sony Z1U

HGTV: *It's Easy Being Green*

- Promo - DVX100a

MTV Europe: *The Baron Diaries*

- Documentary - Sony Z1E

NBC: *Miss Teen USA 2006*

- Pageant - DigiBeta

NBC: *Miss Universe 2006*

- Pageant - Sony Z1U

ABC: *Extreme Makeover*

- Reality TV - Betacam

STYLE: *Whose Wedding Is It Anyway?*

- Reality TV - DVX100a

Oh No, It's Kato!

- Reality TV - Sony F900

Ujena Bikini Jam 2006

- Pageant - Sony HD750

Ventura County Fire Department
DV5000U

- Demo - GY-

Martyr (2005)

- Short - DVX100a

The 24 Before

- Documentaries - DVX100a

National Board of Chiropractic Examiners

- Industrial - GY-

DV5000U

00067

DV5000U

UCLAive: *organica*

- Concert

- GY-

Sabeus Photonics Laboratory

- Promo

- Betacam

- Industrial

USC's Doheny Eye Institute

- Betacam

USC's Distance Education Network

- Studio Broadcasts - Betacam

Camerata of Los Angeles: China Invitational

- Concert

- GY-

DV5000U

Water Knows No Borders

- Concert

- GY-

DV5000U

*Award Winner

607 E. Providencia Ave. J
Burbank, CA 91501
818.845.0100

www.multimediamarvels.com

JOSEPH JERMAN

Director of Photography

Awards

Secret Mysteries of America's Beginnings, Vol. 2: Riddles in Stone (2007)

- Selected by the NY International Independent Film & Video Festival.
- Selected by the Australian International Film Festival.

Marshall (2007)

- Selected by the Big Bear Lake International Film Festival.

Secret Mysteries of America's Beginnings, Vol. 1: The New Atlantis (2006)

- Best Documentary ScreenCraft Award by the New York Shorts Fest.
- Winner of the 2006 Telly Award for Excellence in Film and Video Production.
- Selected by the Tahoe-Reno Intl. Film Festival and Los Angeles Film Festival.

Trailer Of My Life (2005)

- Winner of the *10 Degrees Hotter Short Film* award by the Valley Film Festival.
- Premiered at the NY International Independent Film & Video Festival.
- Selected by the Los Angeles International Short Film Festival.

Martyr (2005)

- Selected by the DC International Film Festival.

The Trip Of A Lifetime (2002)

- Aired on Rogers SportsNet in Toronto, Canada (Apr. 2004).
- Guinness World Record: "Most Ardent NHL Fan."

Conversation (2000)

- Contest Winner for the USC Undergraduate Symposium.

00068

Debbie Crawford

535 Figueroa Dr.
Altadena, CA 91001
(323) 547-7429
debbiec@get-reel.biz

QUALIFICATIONS: Business owner of a videography and photography company. Freelance videographer and photographer for other companies. Editor on G5 Final Cut Pro 5.1, DVD Studio Pro, Photoshop. Panasonic DVX100 video camera and Nikon D200 photography camera and all of the equipment needed for shooting events.

EXPERIENCE:

GetReel Video, Film, Photography **2002-Present**

Los Angeles, CA

Business owner, video and photo company

Shoot and edit weddings & events, plays, industrials, music videos, short films

Charles Fretzin Photography **2004-Present**

Burbank, CA

Videographer/Editor

Freelance videographer and editor for weddings and events

Always The Best Entertainment **2004-Present**

Oxnard, CA

Videographer/Editor

Freelance videographer and editor for weddings and events

Reelife Pictures **2004-Present**

Simi Valley, CA

Videographer

Freelance videographer for weddings

EDUCATION: **1985-1989**

University of Florida Bachelor of Fine Arts

Relevant Experience

Reel Life Pictures has produced various projects including every aspect of production from pre-production and planning, shooting multi-camera events, post-production, editing, graphics, sales, delivery of products, customer service, and management of employees.

We have extensive knowledge of camera formats and mediums including standard and high definition digital video and film as well as software including Final Cut Pro, After Effects, Compressor, DVD Studio Pro and Photoshop. We also have experience working with and for other companies as camera operators, editors and in live switching and broadcast environments.

Some of the projects that we have been involved with include:

Corporate Video Production

- Manta Catamarans Corporate Video.
Produced multiple videos showcasing their boats and the features included.

- Mrs. United Nations Beauty Pageant
Live multiple camera coverage.

- Accent Ink
High Definition video explaining the thermo ink process used.

- Cornerstone Church
Live video and switching production featuring Kirk Cameron.

- The Wellness Community
Interviews with cancer survivors, donors and founders as well as live coverage of their fundraising event and speeches.

Television Shows, Pilots, Internet TV

- Yahoo Internet TV (Spotlight LA) - Camera Operator
- Worlds Ultimate Sports Show (Pilot)
Produced live multiple camera event.
- HGTV (Wedding Planning Special) - Camera Operator

Music Video Production

- Dirty Martini Live Concert
- Del Ray Music Video
- Lil' Sista Music Video
- Infidels Live Concert

Instructional Video Production

- The Latin Funk Connection
Music Instructional Video with Chuck Silverman
- On the Good Foot
Drum Instructional Video with Frank Briggs

Weddings and Special Events

- On average Reel Life Pictures films over 75 weddings, parties, speeches, etc. a year.

Work Samples

The following is a description of the videos that are on the included DVD:

1. Video sample for the City of Moorpark Council Meeting-introduction.

-A short video developed by Reel Life Pictures that could be used to open the city council meeting. The footage could also be adjusted for use as a backdrop for titles or messages. Upon approval of the contract, Reel Life Pictures proposes to add similar video footage of grand openings and special public events in the community.

2. Video sample for Manta Catamarans 1

- This video was used by Manta to show customers the features that were included on their boat.

3. Video sample for Manta Catamaran 2

-A high impact video for Manta showing action shots of the boat out on the water. This short video was looped and used by Manta to show at trade shows and exhibits.

4. Live Concert trailer

-A trailer video for a live concert which featured a multi-camera shoot with a camera crane. Also included were interviews with the band and behind the scenes footage.

5. Wedding Samples

-Two samples from our wedding work showing our creative side as well as our multiple camera technique used to shoot a ceremony.

Additional Information

Our immediate goal at Reel Life Pictures will be to provide continuing service for the video production and operation of MPTV 10 Moorpark Government Access Television and to ensure a smooth transition from the existing vendor. In addition to maintaining the current workflow, we propose to improve the quality of service and to add additional content and programming upon approval from the City of Moorpark.

Reel Life Pictures will strive to establish an open and collaborative relationship with the City of Moorpark in order to develop an environment that will spawn new and creative ideas that will not only keep the residents of Moorpark better informed, but will bring the community closer together.

A few of our ideas include:

1. Aid in the labeling and maintenance of the current equipment and update faulty or poorly configured systems.
2. Expand and improve the content of the current programming. This could include editing and formatting footage that the City already has, which could be used on-air. We also propose to film new events such as grand openings, public events, graduations, etc. that could be shown on-air.
3. Reel Life Pictures would like to work in collaboration with the City of Moorpark to propose new ideas including but not limited to:

-Teen/Recreation Center Video Class

The City of Moorpark Recreation Center currently offers a number of classes, including photography, arts and crafts, etc. We propose to add a video production class with topics that could range from camera operations, editing and broadcast journalism. As an example, the students could act as news anchors or could enact a mock city council meeting. The topics could include news or agenda items pertaining to the City of Moorpark. Projects could be filmed, edited and produced in collaboration with the students and Reel Life Pictures. The final product could be added to MPTV 10's current broadcast schedule. Additionally, Reel Life Pictures could film segments showcasing the current classes offered to be shown on MPTV 10 in hopes of increasing awareness and enrollment.

-Spotlight on Local Businesses and Events

Reel Life Pictures can aid the City of Moorpark in filming grand openings, public functions, park events, festivals and fundraisers. Local businesses could also be featured in

commercials to inform the community of available services and products. We can also edit and finalize the footage to be used to increase on-air content.

Training time and cost:

Reel Life Pictures would also like to request adequate training time to become familiar with the current operation of video services for the City of Moorpark Government Access Television. Eight hours of training for both Aron Eisenberg and Robert Schwieger at a rate of \$50 an hour each would be beneficial.

**VIII -- PROPOSAL FORM
Statement of Qualifications**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to Proposal", the following Proposal is submitted to the City of Moorpark.

Proposal Submitted By:

| | |
|-----------------------------|--------------------------------|
| <u>REEL LIFE PICTURES</u> | <u>WWW.REELIFEPICTURES.COM</u> |
| Name of Company | Website |
| <u>14275 Peach Hill Rd.</u> | |
| Address | |
| <u>Moorpark, CA 93021</u> | |
| City/State/Zip Code | |
| <u>Robert Schwieger</u> | |
| Printed Name/Title | |
| <u>805 581 0873</u> | <u>(same)</u> |
| Telephone Number/Fax Number | |

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership Sole Proprietorship

Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

Nine (9) Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contractor's License Number: _____ Expiration date: _____

Delivery of Services:

What is the lead-time for services to begin from the time of the Purchase Order?
1 Days (weeks) (circle one)

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods and services as requested in this proposal.

Accent Ink 1451 S.Lorena St. Los Angeles 90023 Carey Strand 323 268 1807
Name of Company/Agency Address Person to contact/Telephone No.

Manta Catamarans 2383 Industrial Blvd. Sarasota FL. 34234 Sarah Even 954 767 8011
Name of Company/Agency Address Person to contact/Telephone No.

Details Event Planning 4230 Via Mira Monte Calabasas,CA 91301 Lisa Gorjestani
Name of Company/Agency Address Person to contact/Telephone No.
310 392 8188

Contract Extension to Other Cities/Agencies:

Please state, if requested by the City, if your company would agree to extend the same price, terms and conditions to other Cities/Agencies.

Yes X We would agree to extend the same price, terms and conditions.

No _____ We would not agree to extend the same price, terms and conditions.

Maintenance/Warranty Service Information:

A. Location:

How many miles is your company's business office located from the requested delivery address?
Five (5) miles (799 Moorpark Avenue, Moorpark CA 93021.)

Additional Proposal Information:

A. Executive Summary:

Proposals shall include an Executive Summary or opening statement providing an overview of the vendors understanding of the project, the responsibilities of the Vendor as set forth herein, and the approach your firm would take if your proposal is accepted.

B. Project Team:

Describe your firm's background, qualifications, and ability to perform the services required. Provide a list of the personnel proposed to be employed on the project, their relationship to it and your firm, and their qualifications and experience to effectively manage the scope of services. Attach resumes of all personnel.

C. Relevant Experience

Provide a detailed summary of the relevant experience of the firm with emphasis placed on those areas and qualifications showing the capability to effectively develop and manage the scope of services.

D. Workload

Provide a detailed outline of the firm's current workload and ability to provide timely services.

E. Work Samples

Submit one (1) DVD or VHS videotape of work samples. Must be work product from members of the proposed project team.

F. Additional Information

Submit any additional information or recommendations supporting the proposal.

**ATTACHMENT 1
VENDOR'S AFFIDAVIT**

STATE OF CALIFORNIA
COUNTY OF VENTURA

Robert Schwieger being first duly sworn, deposes and says:

1. That he/she is the CEO of Reel Life Pictures
(Title of Office) (Name of Company)
hereinafter called Vendor", who has submitted to the City of Moorpark a Proposal for
Video Production and Operations Services;
(Title of PROPOSAL)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;
3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Vendor did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Vendor or of anyone else, or to raise or fix any overhead, profit or cost element of the Vendor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Moorpark, or of any other Vendor, or anyone else interested in the proposed purchase order;
5. That the Vendor has not in any other manner sought by collusion to secure for itself an advantage over any other Vendor or to induce action prejudicial to the interests of the City of Moorpark, or of any other Vendor or of anyone else interested in the proposed purchase order;
6. That the Vendor has not accepted any Proposal from any subpurchase order or materialman through any Proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Vendor from considering any Proposal from any subpurchase order or materialman, which is not processed through that Proposal depository, or which prevent any subpurchase order or materialman from proposing to any purchase order or who does not use the facilities of or accept Proposals from or through such Proposal depository;
7. That the Vendor did not, directly or indirectly, submit the Vendor's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Moorpark, or to any person or persons who have a partnership or other financial interest with said Vendor in its business.
8. That the Vendor has not been debarred from participation in any state, federal or public works project.

Dated this 2nd day of June, 2008.



(Vendor Signature)

Robert Schwieger

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK AND
Reel Life Pictures FOR Video Production and Operations Services**

This Agreement is made and entered into in the City of Moorpark on this _____ day of _____, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Reel Life Pictures, a California corporation providing video production services ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on July 1, 2008 and shall remain and continue in effect until June 30, 2010, unless sooner terminated pursuant to the provisions of this Agreement.

The first three (3) months of this Agreement is a probationary period after which a successful evaluation and assessment of the Vendors performance as qualified by the Agreement will be conducted by the City. Upon approval by the City, the duration of service will continue for an additional 21 months and/or until a further evaluation of the Vendors performance can be approved. During the probationary period, the City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, effectively immediately upon written notice to Vendor.

2. Services

City hereby retains Vendor in a contractual capacity to perform construction management services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

3. Performance

Vendor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for Vendor's overall performance of the

Agreement provisions herein above set forth and to serve as principal liaison between Vendor and City shall be Robert Schwieger, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Vendor. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the scope of services or change Vendor's compensation, subject to Section 5 hereof.

5. Payment

a) For providing services as specified in this Agreement, City shall pay and Vendor shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the proposal without prior written authorization from City.

b) In the event that additional work is required of Vendor, beyond the Scope of Work for this Agreement, Vendor may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Vendor will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

6. Incorporation by Reference

a) The City's Request for Statement of Qualifications and Proposals (RFQ-RFP) and the Vendor's Proposal Submission are hereby incorporated in and made a part of this Agreement. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Statement of Qualifications and Proposal; (3) Proposal Submission.

b) All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. Suspension or Termination of Agreement

a) This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:

1. By mutual agreement of both parties,
2. Upon ten (10) days written notice by City, with or without cause,

3. Upon thirty (30) days written notice by Vendor, with or without cause, and

4. If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Vendor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City upon at least seventy-two (72) hours written notice to Vendor, and without prejudice to any other remedies the City may have, may terminate this Agreement and Vendor's services and any obligations the City may have under this Agreement. The written notice shall instruct Vendor to cease its services as of a specified date, and City shall have no further obligation to pay for services tendered or otherwise.

b) If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

8. Default of Vendor

a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Vendor is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. Indemnification for Professional Liability

Vendor agrees to indemnify, protect, defend, and hold harmless the City, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Vendor, its officers, agents, employees or sub-Vendors in the performance of professional services under this Agreement.

10. Indemnification for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Vendor shall indemnify, defend, and hold harmless City, and any and all of its officials, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, or are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees, subvendors, or contractors and subcontractors of Vendor.

11. General Indemnification Provisions

Vendor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subvendor, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Vendor in the performance of this Agreement. In the event Vendor fails to obtain such indemnity obligations from others as required here, Vendor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Vendor and shall survive the termination of this agreement or this section.

City does not and shall not waive any rights that it may have against Vendor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Sections 9 and 10 of this Agreement.

12. Insurance

Vendor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

13. Independent Contractor

a) Vendor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Vendor

shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b) No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Vendor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Vendor for injury or sickness arising out of performing services hereunder.

14. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: City Manager

Vendor: Reel Life Pictures
14275 Peach Hill Rd.
Moorpark, CA 93021

15. Assignment

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Vendor is uniquely qualified to perform the services provided for in this Agreement.

16. Entire Agreement

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral Agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral Agreement, understanding, or representation be binding on the parties hereto. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of

any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. Anti-Discrimination

In the performance of the terms of this Agreement, Vendor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

18. General Conditions

a) Vendor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Vendor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Vendor performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all work product or intellectual property, including but not limited to all original reports, documents, calculations, computer files, notes, video, images, and other related materials whether prepared by Vendor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software. All work product or intellectual property becomes the property of the City as it is developed and may not be used by Vendor without the written consent of the City.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Vendor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Vendor.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Vendor may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. Governing Law

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California.

20. Authority to Execute this Agreement

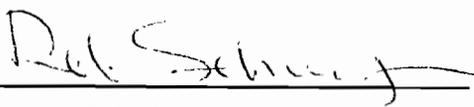
The person or persons executing this Agreement on behalf of Vendor warrants and represents that this individual has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK:

Steven Kueny

VENDOR:



Robert Schwieger

City Manager

ATTEST:

Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services

Exhibit "B": Insurance Requirements

Insurance

Included in this proposal is a copy of Reel Life Pictures current insurance policy information. Reel Life Pictures will update it's insurance policy to adhere to all items listed in the insurance requirements section of the proposal (Exhibit B).

EXHIBIT B

Insurance Requirements

Prior to the beginning of and throughout the duration of the Work, Vendor will maintain insurance in conformance with the requirements set forth below. Vendor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Vendor agrees to amend, supplement or endorse the existing coverage to do so. Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Vendor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Vendor or Vendor employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Vendor. Vendor and City agree to the following with respect to insurance provided by Vendor:

1. Vendor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent Vendors ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Vendor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Vendor, or Vendor's employees, or agents, from waiving the right of subrogation prior to a loss. Vendor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Vendor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Vendor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Vendor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Vendor or deducted from sums due Vendor, at City option.
8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Vendor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will

“endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Vendor or any subvendor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Vendor agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Vendor, provide the same minimum insurance coverage required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Vendor agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Vendor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Vendor, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Vendor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Vendor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Vendor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Vendor under this agreement. Vendor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a give coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Vendor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Vendor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Vendor agrees to provide immediate notice to City of any claim or loss against Vendor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2008

PRODUCER
WM F BUELL INC
621 E PARK AVE
LIBERTYVILLE, IL 60048
(888) 661-3938
X0212 882

INSURED
REEL LIFE PICTURES
1721 MORNING ARBOR WAY
SIMI VALLEY, CA 93065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

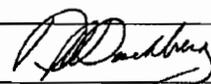
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | |
|-----------------------------|-------------|---|-----------------|----------------------------------|-----------------------------------|--|---------------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 680-6891B758-08 | 04/29/2008 | 04/29/2009 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 | | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </tbody> </table> | WC STATUTORY LIMITS | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATUTORY LIMITS | OTHER | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | |
| | | OTHER | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 VIDEOGRAPHY

CERTIFICATE HOLDER
 CITY OF MOORPARK
 CITY HALL
 799 MOORPARK AVE
 MOORPARK, CA 93021

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C
DISPUTE RESOLUTION SUMMARY

STATE OF CALIFORNIA

AFFIDAVIT

COUNTY OF VENTURA

Robert Schwieger being first duly sworn deposes and says:

That he/she is the CEO of Reel Life Pictures
(Title of Office) (Name of Company)

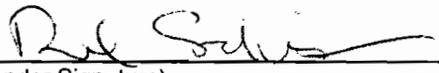
hereinafter called "Vendor", who has submitted to the City of Moorpark a PROPOSAL to **Furnish Professional Video Production Services.**

Any dispute issue raised during the Contract Agreement Period will be handled by use of the fact-finding method of resolution. The Vendor will agree to resolve properly detailed disputes. An example of a properly detailed dispute is: *equipment will not work as designed, equipment no longer functioning, etc.*

The City suggests the use of the following DISPUTE resolution steps:

1. Define the problem
2. Immediately notify the City of issues
3. Summarize all causes and prioritize
4. Identify all solutions and prioritize them
5. Analyze the potential solution
6. Select the best solution
7. Present solution to City Manager or his designee for approval

Dated this 2nd day of June, 2008


(Vendor Signature)

CEO - Reel Life Pictures
(Title)

Exhibit I

Cost Proposal Form

| Item # | Qty | Description | Hourly Rate | Exceptions |
|---|-----|--|--------------------------|------------|
| REGULAR MONTHLY SERVICES LABOR FEE | | | | |
| 1 | 1 | Hourly Standard Meeting Rate. 2-hour minimum guarantee. The hourly rate paid for 1 hour prep time, and a 5-hour standard meeting duration, 6 hours total, to provide all services as necessary and specified in the "Scope of Services" . For example, a meeting from 7:00 p.m. to 11:00 p.m. | \$50.00 per person | |
| 2 | 1 | Extended Meeting Hourly Rate. Hourly rate for each additional meeting hour beyond the standard meeting duration. | \$75.00 per person | |
| 3 | | Standard Messages Fee. | \$50.00 per person | |
| 4 | | Extended Messages Fee. | \$75.00 per person | |

| Item # | Qty | Description | Hourly Rate | Exceptions |
|--------------------------------------|-----|---|---------------------------|------------|
| AS-NEEDED SERVICES | | | | |
| 5 | 1 | Hourly Rate for Technician to perform additional services within the "Scope of Services" on an as-needed basis and upon request by the City during normal business hours. Examples: creating additional graphics beyond average-maximum, or assisting City Staff on any aspect of Channel operations outside of normal engagement periods | \$50.00 per person | |
| 6 | 1 | Hourly Rate for Video Technician to perform Services beyond the "Scope of Service" including but not limited to delivering equipment to repair site, install and uninstall equipment, building cable/wire as needed, re-configuration of system devices upon request | \$100.00 per person | |
| EXTENDED MAINTENANCE SERVICES | | | | |
| 7 | 1 | Hourly Rate for Troubleshooting and Repairing Equipment beyond the "Scope of Services" and beyond "Periodic Maintenance" as is required and further specified | \$75.00 per person | |
| 8 | 1 | Required Hourly Minimums (2,3, 4 hours Minimum?) | two (2) | |