

CHALLENGE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
VSR VIDEO LLC

THIS AGREEMENT, entered into this day of April 4, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Seattle and VSR Video LLC, (hereinafter the "Partner"), represented by Vaun S. Raymond.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Lake Washington Ship Canal which includes recreational opportunities for the public, and

WHEREAS, the creation of a centennial documentary titled Ballard Locks Centennial Documentary interpreting the centennial of the Lake Washington Ship Canal will increase the recreational opportunities for the public, and

WHEREAS the Partner is interested in promoting and assisting the Government in providing this interpretive documentary, and

WHEREAS, it is mutually beneficial to the Government and the Partner to work cooperatively to make this centennial documentary available to the public, and

WHEREAS, the Partner, in order to assist the Government in this project, has voluntarily agreed to pay a portion of the cost, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partner and apply those contributions to the project, and

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing in accordance with the terms of this agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "project" shall mean a 60-minute documentary to commemorate the centennial of the Lake Washington Ship Canal to raise awareness of the importance of the U.S.

Army Corps of Engineers to local infrastructure, commerce and marine ecology, as described in the Statement of Work dated March 7, 2016, and approved by Peggy Marcus on April 4, 2016.

b. The term “total project costs” shall mean all costs incurred by the Government and the Partner directly related to production of this documentary.

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities and improvements placed on Government land as well as any work accomplished under this agreement shall become the property of the Government, but the Partner shall have a perpetual license to copy, show, and use the documentary created as a result of this Agreement.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the “Congress”), and using funds provided by the Partner, shall expeditiously produce the project, applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide \$30,000.00 in handshake grant funding and in-kind services for the production of this project.

c. The Partner shall provide materials and supplies and equipment use, not to exceed \$30,000.00, to complete the production of this project.

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partner's share of total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partner and a current projection of total project costs. At least quarterly, the Government shall provide the Partner with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partner's contribution required in accordance with Article II.c. of this Agreement. On the effective date of this Agreement, total project costs are projected to be

\$60,000.00, and the Partner's contribution required under Article II.c. of this Agreement is projected to be \$30,000.00. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partner.

b. Upon completion of this project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Partner with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulation 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

The Partner shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partner fails to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on this project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partner, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

c. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional three-month period if the period of delinquency exceeds three months.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partner: ATTN: Vaun S. Raymond
 VSR Video LLC
 1403 East Olive Way, Apt A
 Seattle WA 98122

If to the Government: District Engineer
Seattle District
U.S. Army Corps of Engineers
4735 E Marginal Way S
Seattle WA 98134

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

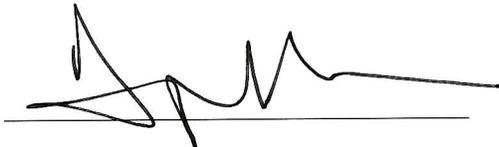
c. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Seattle District Commander.

The Department of Army

A handwritten signature in black ink, appearing to read 'Frances E. Coffey', written over a horizontal line.

BY: FRANCES E. COFFEY, P.E., PMP
Chief, Operations Division

DATE: 6-17-16

VSR Video LLC



BY: Vaun S. Raymond
Videographer

DATE: 5/19/16

Challenge Partnership Financial Work Sheet

Corps Project Name: Lake Washington Ship Canal

Work Project Title: Ballard Locks Centennial Documentary

POC Name: Katie McGillvray

Address: 3015 NW 54th St City: Seattle State: WA Zip Code: 98199

Telephone: 206 - 789 - 2622 x214

Location on Project: Seattle, WA – Lake Washington Ship Canal

Partner Organization 1: VSR Video LLC

POC Name: Vaun S. Raymond

Address: 1403 East Olive Way, Apt A City: Seattle State: WA Zip Code: 98122

Telephone: 206 - 324 - 3490 x

Partner Organization 2:

POC Name:

Address: City: State: Zip Code:

Telephone: - - x

Partner Organization 3:

POC Name:

Address: City: State: Zip Code:

Telephone: - - x

Proposed start date of work:

Simple description of work to be accomplished through the partnership:

	Local Corps Office	Handshake Funds	Partner 1	Partner 2	Partner 3	Total
Salaries	\$0	N/A	\$0	\$0	\$0	\$0
Travel	\$0	N/A	\$0	\$0	\$0	\$0
Materials and Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Equipment Use	\$0	\$0	\$0	\$0	\$0	\$0
Funds Contributed	N/A	N/A	\$0	\$0	\$0	\$0
Personal Property	N/A	N/A	\$0	\$0	\$0	\$0
Volunteer	N/A	N/A	\$0	\$0	\$0	\$0
In-Kind Services	N/A	N/A	\$30,000	\$0	\$0	\$30,000
Other (explain below)	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Total	\$0	\$30,000	\$30,000	\$0	\$0	\$60,000
Share of Total Cost	0.0%	50.0%	50.0%	0.0%	0.0%	100%

Explanations: Under Handshake Funds, the \$30,000 for 'Other' accounts for hiring actors for labor, reenactment, musicians, studio time and materials and supplies.

STATEMENT OF WORK

PROJECT

Centennial documentary of the Lake Washington Ship Canal and Hiram M. Chittenden Locks.

PARTIES TO THE AGREEMENT

U.S. Army Corps of Engineers, represented by Peggy Marcus
VSR Video LLC, represented by Vaun S. Raymond

SCOPE OF WORK

VSR Video will produce, film, and edit a 60-minute video documentary for the U.S. Army Corps of Engineers. Its purpose is to commemorate the 2017 centennial of the Locks and the Canal, and raise public awareness of their importance to local infrastructure, commerce, and marine ecology. The story will be told through video interviews with historians, authors, museum curators, community and business leaders, and other people whose lives are impacted by the Locks and the Canal. Interviews will be combined with archival photos, animated graphics, and b-roll (action footage) of activities in the Locks, Ship Canal, and local area. Materials will be edited with original music to create an entertaining and informative final product suitable for television broadcast and use on the Internet.

COPYRIGHTS

Copyright of the finished documentary will be held by the U.S. Army Corps of Engineers. Copyright of raw video and audio assets generated during the project will be retained by VSR Video. These assets may be re-purposed for other organizations, such as the Ship Canal Centennial Steering Committee; however, assets that portray Corps personnel or facilities will not be re-purposed without permission from the Corps. Copyright of music used in or created for the documentary will be retained by the musicians.

SUPERVISION AND APPROVAL

VSR Video will plan, supervise, and implement all creative and logistical aspects of the project, with advice, assistance, and oversight from Natural Resources Manager Peggy Marcus and the Corps' Public Affairs Office. During the project, VSR Video will submit preliminary versions of scripts and video edits to Peggy Marcus for approval or revision. All material in the final documentary will be approved by Peggy Marcus before being made public.

DELIVERABLES

VSR Video will provide the following deliverables to Peggy Marcus during production:

1. Monthly progress reports.
2. By February 2017, a preliminary radio script (compilation of interview excerpts to be used for telling the story).
3. By March 2017, a final radio script.
3. By May 2017, a rough cut of edited documentary.
4. By July 1, 2017, a final cut of edited documentary, delivered as an MP4 movie on a hard drive and DVD.

INVOICING & PAYMENTS

VSR Video will invoice the Corps, at increments throughout the production, for labor and expenses. Total billing will not exceed \$30,000. VSR Video will submit invoices detailing expenses and hours of labor. Labor by VSR Video will be billed at \$60/hour. Expenses will primarily consist of subcontracting costs and licensing of music and archival materials.

As a startup fund, the Corps will pay VSR Video \$3,000 to cover 50 hours of labor in advance.



U.S. ARMY CORPS OF ENGINEERS VIDEO BRANDING GUIDE

(Effective April 2016)

New branding is required in all Corps' external video products effective April 1, 2016 and replaces all previous branding. At a minimum, the basic open (element #2) listed below is required at the beginning of video products.

Download the branding package: <http://1drv.ms/1XuEcct>

Video example (unlisted YouTube link): <https://youtu.be/FHOeHTZzVE8>

Elements:



The following are included in the branding package download:

1. Open and Title (with audio)
2. Open (with audio) - ****required****
3. Lower Third - Banner Center
4. Lower Third - Banner Right
5. Lower Third - Banner Left
6. Close
7. Audio only

Typography:

- Arial Bold, all-caps for headlines or names, lower case for sub-headlines
- White font color recommended for main headlines and lower thirds titles
- Black used for unit name at bottom of title and close element shape layers

Customization: The district, division or unit name can be included at the bottom of the title and close element shape layer and respective website links or contact info (see video example)

File Format: Hi-definition, 1920 x 1080 pixels, MOV with Animation codec (supports transparency alpha channel)

System Requirements: Apple QuickTime must be installed on your computer to use the semi-transparent banners in Adobe Premiere and overlay them on top of video. Contact ACE-IT to order and install QuickTime

Contacts:

- For general branding questions, contact Marcus Spade (USACE HQ PAO) at 202-761-0289
- For technical questions, contact John Prettyman (Sacramento District) at John.R.Prettyman@usace.army.mil or 916-296-7487

CENWS-OD-TS-NR

SUBJECT: Challenge Partnership Agreement Between The Department of the Army
and VSR Video LLC

ECKER/OD-TS-NR *life 4/21/16*

life for JACOBSON/OD-TS-NR *4/21/16*

Jeff JOHNSON/OD/TS *22 APR 14*

GRAESSER/PAO *22 APR 2016*
w/Branding as required

REESE/OD *25 APR*

RYAN
NELSON/OC *8.1.16*

not needed per CC, Ryan - ~~BUCK/DE~~

ecker #0183