



LOWER PLATTE SOUTH
natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581 | P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

MEMORANDUM

Date: November 9, 2018
To: Board of Directors
From: Mike Mascoe
Subject: Professional Services – Video Production

The I&E Subcommittee will meet just prior to the November 14th Board of Directors meeting, at 6:30 PM, to consider a contract for professional services with Red Thread, of Lincoln, to produce six promotional videos. No other subcommittee agenda items are expected.

In February, the I&E Subcommittee did not approve a proposed contract with Firespring for a spring television ad campaign. Instead, the subcommittee encouraged staff to produce new television ads. In June, the subcommittee discussed possible content of those ads. Per discussion by the subcommittee, the videos will promote public awareness to LPSNRD environmental education, water conservation and flood management activities and will have public educational value. Two videos will be produced on each of the three topics; one will be :30 seconds in length and suitable for television advertising and the other will be :15 seconds and suitable for use in social media. The FY 2019 Budget includes \$20,000 for production.

Professional services will be needed to produce the videos. It was determined this is a new major project and LPSNRD Policy G-3.3 (Procedure for Hiring Consultants for Professional Services) must be followed. A selection team of Paul Zillig, McKenzie Barry, Emily Hergenrader and Mike Mascoe was appointed by the general manager.

In September, a Request for Proposals (RFP) was published twice in the Lincoln Journal Star (LJS), prior to a September 17th response deadline. In addition, invitations to submit RFPs were sent to a dozen production firms in Lincoln and Omaha. Six firms responded. The RFP and the list of invitees were prepared by the selection team and both are attached.

The selection team evaluated each of the six proposals and chose three firms to interview. Interviews of representatives from Digital Sky, Red Thread and Three Pillars Media were conducted on October 25th. Upon completion of the interviews, the selection team prioritized the firms and selected Red Thread as the top ranked consultant for the project. Mascoe contacted Red Thread and requested a proposed contract for services, which was reviewed by staff and legal counsel. The attached DRAFT contract will be updated and made available prior to consideration by the I&E Subcommittee and Board of Directors.

MM/mm

RED THREAD ADVERTISING CONTRACT

1. Parties. This agreement (this “Agreement”) is entered into by the following parties:

Red Thread Creative LLC (“Red Thread”)
800 P Street
Suite 201
Lincoln, NE 68508

**Lower Platte South Natural Resources
District (“Client”)**
3125 Portia Street
Lincoln, NE 68521

2. Services. Red Thread will provide the services described in **Schedule A** (the “Services”) on a non-exclusive basis to Client in accordance with the terms of this Agreement.

3. Fees. In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client agrees to pay Red Thread at the rate and in the manner set forth in **Schedule B**.

4. License to Certain Client Intellectual Property. Subject to and in accordance with the terms and conditions of this Agreement, Client grants Red Thread and its independent contractors a limited, non-exclusive, royalty-free, non-transferable and non-sublicensable, license to Client’s intellectual property to the extent necessary to perform the Services. Any use by Red Thread or any representative of Red Thread of any of Client's trademarks and all goodwill associated therewith shall inure to the benefit of Client.

5. Ownership of and License to Deliverables. Ownership and title to all intellectual property rights in the materials delivered to Client by Red Thread (the “Deliverables”) shall be as follows:

- a. Red Thread shall remain the sole and exclusive owner of all right, title and interest in and to any documents, data, know-how, methodologies, software and other materials, including all intellectual property therein, provided by or used by Red Thread in connection with performing the Services (the “Red Thread Retained Intellectual Property”).
- b. Upon payment in full, Client shall be the owner of all right, title and interest in and to the Deliverables, including all intellectual property therein, excluding the Red Thread Retained Intellectual Property; and Red Thread thereby shall irrevocably assign to Client all such right, title and interest.
- c. Upon payment in full and the transfer of rights in the Deliverables to Client, Client shall grant Red Thread a perpetual, limited, royalty-free, non-transferable, non-sublicenseable, worldwide license to use of the Deliverables and any intellectual property therein for the purpose of promoting Red Thread’s services and business.
- d. Upon payment in full, Red Thread hereby grants Client a perpetual, limited, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit Red Thread Retained Intellectual Property solely to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to Red Thread Retained Intellectual Property are expressly reserved by Red Thread.

6. Confidentiality. Either party to this Agreement (as the “Disclosing Party”) may disclose or make available to the other Party (as the “Receiving Party”) information about invention descriptions, technical and business information relating to proprietary ideas and inventions, its business affairs and services, trade secrets, drawing or illustrations, patent searches, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media regardless of whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”).

- a. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any such Confidential Information to any person, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

7. Indemnification. Client shall release, defend, indemnify, and hold Red Thread and its parent, affiliates, subsidiaries, officers, directors, agents, owners, employees, trustees, successors and assigns harmless with respect to any claims, actions, causes of action, damages, fines, expenses, court costs, attorney fees, damages or judgments suffered by Red Thread or its agents, resulting from or attributable to any breach of Client’s or its agent's responsibilities, representations and warranties herein, and all negligent acts or omissions of Client or its agents.

- 8. Limitation on Liability.** IN NO EVENT WILL RED THREAD BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER RED THREAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RED THREAD'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO RED THREAD PURSUANT TO THIS AGREEMENT.
- 9. Term.** This Agreement shall commence as of the date it is signed by both parties (the "Effective Date"). The term of this Agreement shall be until delivery of the Deliverables by Red Thread and payment in full by Client of all accrued fees and expenses set forth in **Schedule B**.
- 10. Independent Contractors.** Red Thread may retain third parties ("Independent Contractors") to furnish services to it in connection with the performance of its obligations hereunder. Red Thread may permit such Independent Contractors to have access to Confidential Information, but only to the extent and insofar as reasonably required in connection with the performance of Red Thread's obligations under this Agreement.
- 11. Compliance with Laws.** In the performance of this Agreement, each party shall make commercially reasonable efforts comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements. In the event that the other party's assistance is necessary to achieve such compliance, the party shall promptly notify such other party. In the event that Client is aware of any regulations known and applicable to the advertisement or marketing of Client's business, products or services, Client shall inform Red Thread.
- 12. Copyright and Trademark.** Client is responsible for any copyright or trademark issues related to the creation and use of the Deliverables by Client. Client shall be solely responsible for any trademark or copyright searches pertaining to the Deliverables unless otherwise contracted. Red Thread will not knowingly copy other rightfully trademarked or copyrighted material.
- 13. Force Majeure.** Red Thread shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) acts of war; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental authority. Client may terminate this Agreement if such failure or delay continues for a period of sixty (60) days or more.
- 14. Entire Agreement.** This Agreement, including the related schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 15. Amendment.** This Agreement may only be amended or modified by a writing signed by authorized representatives of both parties.
- 16. Waiver.** No waiver under this Agreement is effective unless it is in writing and signed by the party waiving its right.
- 17. Relationship of Parties.** Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. Red Thread is an independent contractor pursuant to this Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

Red Thread Creative LLC

Lower Platte South Natural Resources District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A: Services

Red Thread agrees to provide the following services:

- 1.** Produce six videos promoting public awareness of LPSNRD environmental education, water conservation and flood management activities. Two videos will be produced on each of these three topics; one will be 30 seconds in length and suitable for television advertising, and the other will be 15 seconds in length and suitable for use in social media. Includes:
 - a.** Concepting: ideating concepts for the videos
 - b.** Copywriting: script writing and writing copy for captions and title screens
 - c.** Video Pre-Production: arrangement of locations, hiring of acting and voiceover talent (if needed), creation of production plans
 - d.** Video Production: film production, including travel time to and from shoot locations. Includes in-house voiceover production, if needed.
 - e.** Video Editing: sequencing, color-correcting and any other editing of footage
 - f.** Administrative and Meeting Time: account management, project management, internal meeting time and meeting time with Client.

DRAFT

Schedule B: Compensation and Payment

1. Compensation.

a. Client agrees to pay **\$19,980.00** for the services set forth in **Schedule A** upon delivery of the services.

- 2. Expenses.** Client agrees to pay Red Thread for all out-of-pocket expenses incurred by Red Thread in connection with the performance of the Services.
- 3. Invoices.** Red Thread will issue an invoice to Client for the fees that are then payable, together with the aforementioned expenses incurred. Client shall pay all properly invoiced amounts due to Red Thread within thirty (30) days after Client's receipt of such invoice (the "Payment Date").
- 4. Invoice Disputes.** Client shall notify Red Thread in writing of any dispute with an invoice within seven (7) days from Client's receipt of such invoice. Client will be deemed to have accepted all invoices for which Red Thread does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith.
- 5. Taxes.** All expenses payable by Client under this Agreement are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on such amounts. Client shall be responsible for any taxes applicable to the Services provided to Client.
- 6. Late Payments.** Except for invoiced payments that Client has disputed in accordance with Section 4 above, Client shall pay interest of 1.5%, or the maximum amount permitted by law, on all payments later than thirty (30) days from the Payment Date. All payments later than thirty (30) days from the Payment Date shall have interest compounded every thirty (30) days at the rate of 1.5%, or the maximum amount permitted by law.



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REQUEST FOR PROPOSALS TO PRODUCE LPSNRD PROMOTIONAL VIDEOS

OUR MISSION

The general purpose of the Lower Platte South NRD shall be to conserve, develop, and manage the water and land resources of the District for the common good of all people.

ABOUT LPSNRD

The Lower Platte South Natural Resources District is one of 23 Districts in the state of Nebraska formed in 1972 to manage the state's natural resources. Programs and activities include all areas of natural resource management and development: tree planting, flood protection, wildlife habitat, streambank stabilization, environmental education, land treatment, water monitoring and many others. The districts are partially funded by property taxes and each is governed by its own board of directors. The NRD system is local government working to protect local natural resources. The Lower Platte South NRD includes nearly all of Lancaster and Cass counties and parts of Seward, Saunders, Otoe and Butler counties.

PROPOSALS

Written proposals are requested for development of six videos promoting public awareness to LPSNRD environmental education, water conservation and flood management activities. Two videos will be produced on each of these three topics; one will be 30 seconds in length and suitable for television advertising and the other will be 15 seconds in length and suitable for use in social media. Each video should leave positive impressions about how LPSNRD preserves and protects natural resources and each should have some educational value to viewers about that particular topic. Use of historical photographs provided by LPSNRD in the flood management videos is required.

TERMS

- LPSNRD has \$20,000 in its current budget for production of the six videos.
- Response to this Request for Proposals is required before 5:00 PM on Monday, September 17th, 2018 to the email or physical address below
- A presentation by all or several (depending on the number of responses) firms to LPSNRD staff will be requested early in October 2018 and a firm will be selected to produce the videos soon after
- Completion of the project about or before April 1st, 2019 is preferred, but an extended timeline will be considered if the inclusion of spring foliage would enhance videos.

CONTACT

Mike Mascoe, Public Information Specialist

mmascoe@lpsnrd.org

402-432-6837

3125 Portia Street

Lincoln, NE 68521

VIDEO PRODUCTION COMPANIES

Within LPSNRD:

Craig Zimmerman Video + Media
2204 Sandstone Road
Lincoln, NE 68512
501-416-1139
craigzimmermanvideo.com

Digital Sky
1101 Arapahoe Street, Suite 101
Lincoln, NE 68502
402-413-1089
digitalsky.com

Firespring
1201 Infinity Court
Lincoln, NE 68512
402-437-0000
firespring.com

Pixel Bakery Motion Studio
2124 Y Street, Flat 208
Lincoln, NE 68503
402-238-5913
pixelbakery.co

Red Thread
800 P Street, Suite 201
Lincoln, NE 68508
402-525-5984
redthreadads.com

Reliant Studios
2124 "Y" Street, Suite 129
Lincoln, NE 68503
402-467-1500
reliantstudios.com

Right Eye Digital
310 Blue Sage Blvd.
Lincoln, NE 68521
402-730-9029
righteyedigital.com

Three Pillars Media
140 North 8th Street, Suite 220
Lincoln, NE 68508
402-937-0984
threepillarsmedia.com

V2 Content
941 "O" Street, Suite 121
Lincoln, NE 68508
1-979-575-0356
v2content.com

In Omaha/Region

Bailey Lauerman
1299 Farnam Street, 14th Floor
Omaha, NE 68102
402-514-9400
baileylauerman.com

Torchwerks
1111 North 13th Street, Suite 405
Omaha, NE 68102
402-316-5541
torchwerks.com