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RESOLUTION NO. 2013-05

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH ASAP BRAND INC. PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN THE AMOUNT OF \$19,000; TO ENSURE COMPLIANCE WITH FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV PROGRAMMING OF PUBLIC MEETINGS; LAUNCHING PHASE-II OF WBAY VIDEO PROGRAM DEVELOPMENT AND UNDERWRITER DEVELOPMENT; UPDATING WBAY VISUAL BRANDING AND PROMOTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay is desirous of extending its agreement with ASAP Brand Inc. to continue development of Government-Access TV programming for the primary purpose of providing ongoing coverage of public meetings in the Village of Palmetto Bay; and

WHEREAS, in cooperation with ASAP Brand, Inc., this TV/video-based communications platform has successfully met the desired goals specified in ASAP Brand Inc.'s Phase-1 agreement (Exhibit B) of expanding the Village's overall mission of enhancing public awareness of and participation in the municipal governing process; and

WHEREAS, in order to be authorized by Section 610.109, Florida Statutes 2009, related to Public, Educational, and Governmental Access, the Village's Gov't Access TV station must meet the Government Access Channel by providing a stipulated mix of unique feature programming and public meetings, or be subject to reprogramming by TV/cable-service providers at their discretion; and

WHEREAS, the Village wishes to pursue a high-quality standard of creative and technical expertise in the development and presentation of WBAY branding and programming for public viewership; and

WHEREAS, ASAP Brand Inc. possesses professional technical, creative, and management expertise to update existing promotional on-air graphics and other branding platforms to be used in broadcasting WBAY via present and future TV/cable service providers; and

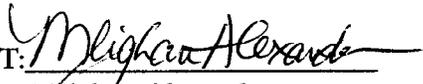
WHEREAS, the Village is now well positioned to utilize ASAP Brand Inc.'s, professional marketing outreach services to obtain 18 hours of original video programs from throughout the community; and to initiate an underwriter development campaign to offset WBAY production and development costs, while simultaneously attracting underwriters to fund and support Village events;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

1 **Section 1:** The Village Manager is authorized to enter into a Phase-2 agreement with ASAP
2 Brands, Inc., for Government Access TV programming and management, as attached hereto as
3 Exhibit "A."
4

5 **Section 2:** This resolution shall take effect immediately upon approval.
6

7 **PASSED and ADOPTED** this 7th day of January, 2013.
8

9
10
11 ATTEST: 
12 Meighan Alexander
13 Village Clerk
14


Shelley Stanczyk
Mayor
15

16 **READ AND APPROVED AS TO FORM:**
17

18
19 
20 Eve Boutsis
21 Village Attorney
22

23
24 **FINAL VOTE AT ADOPTION:**
25

26
27 FINAL VOTE AT ADOPTION:
28

29 Council Member Patrick Fiore	<u>YES</u>
30	
31 Council Member Tim Schaffer	<u>YES</u>
32	
33 Council Member Joan Lindsay	<u>YES</u>
34	
35 Vice-Mayor John DuBois	<u>YES</u>
36	
37 Mayor Shelley Stanczyk	<u>YES</u>
38	
39	
40	

asap

alex schreer advertising + promotions

December 31, 2012

Bill Kress
VILLAGE OF PALMETTO BAY
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Dear Bill,

Thank you for taking the time to learn more about ASAP. As a marketing partner, we can define and execute marketing and brand strategy that is reflective of the mission and values that are the foundation of the Village of Palmetto Bay.

About the ASAP Brand

As industries turn increasingly competitive, it is clear that strong brands are the ones that survive and prosper. Over the last two decades, Alex Schreer Advertising & Promotions has combined ripe ideas and fresh thinking to build better brands throughout the United States and across international borders. Our focus is entirely on leveraging your brand by aligning all aspects of your business with it and creating consistent and powerful messages to unlock your brand's full potential.

What We Believe

We believe that your brand is your reputation. It is putting your best foot forward. Your brand, and what it conveys, is your company's firm handshake and smile. It is dressing the part for what your company stands for. It is the expectations that people have about you before they do business with you, and the experiences they have when they do, that form your reputation. You can proactively manage your reputation by ensuring that your brand - your communications, behaviors and actions - are consistent with what you want your reputation to be.

Effective branding is a process of continuous improvement that fully aligns and integrates your brand with all aspects of your internal and external business objectives.

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VILLAGE OF PALMETTO BAY

December 31, 2012

page 2

ASAP Scope of Work
Deliverables and Compensation
Revised December 31, 2012

ASAP will update the existing promotional graphics for Palmetto Bay's WBAY call letters to create a package that can be used on Comcast channel 77 as well as U-verse channel 99.

ASAP will update the current branding concept and graphics package that will include the WBAY logo package along with: WBAY intro motion graphic, bumper motion graphic, transition motion graphic, one show introduction motion graphic and one generic underwriting motion graphic.

ASAP will update the :30 station promotion, and provide updated static graphics and voice over talent.

Also included in the scope of work and project management from creative concept to final content are regular meetings and communication with Village of Palmetto Bay staff members, monthly updates, development of deliverables, art direction, content research, planning, supervision and coordination.

ASAP will provide consultation and outreach support for the acquisition of programming content as well as seek out sponsorship opportunities that support WBAY and the Village of Palmetto Bay.

Investment Detail:

- Repackaging of WBAY-77 creative concept, static and motion graphics for station ID, voice over talent, editing, post-production and final cut to plug-in. \$ 7,000.00
- ASAP consulting fee; including meetings with staff, project management, all research, programming development, and development of sponsorship opportunities and support for WBAY. 12,000.00

Investment Detail: 19,000.00

Month 1

- Update of static graphics and begin update motion graphics package.
- Establish strategy of procurement of programming content; and begin by targeting net 2 total hours of original programming.
- Finalize "Sponsorship Opportunities Package" with Village staff; and develop comprehensive strategy with staff to solicit underwriter funding from existing and new corporate sponsors.

Month 2

- Completion of motion graphics package.
- Target/establish 2 additional community contacts, netting 2 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

VILLAGE OF PALMETTO BAY

December 31, 2012

page 3

Month 3

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

Month 4

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$3,000 in funding support.

Month 5

- Target/establish 4 additional community contacts, netting 4 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$6,000 in funding support.

Month 6

- Target/establish 2 additional community contacts, netting 2 total hours of original .mpg video.
- Utilize "Sponsorship Package" to net underwriter pledges for at least an additional \$6,000 in funding support.

For production and items that fall outside of this agreement, a separate estimate of costs will be provided. Written approval will be required for any new project or service outside of this agreement. These projects and services will be invoiced separately.

Terms and Conditions

Invoices: Invoices considered overdue after 30 days, will be subject to an interest rate of 1.5% per month, which shall be applied to all unpaid balances. All work by ASAP and its vendors may be suspended until payment is received on all invoices that remain unresolved thirty days after the invoice date.

Additional design and copy revisions: Additional design and copy revisions (after two) will be billed at the hourly rate of \$175/hour. ASAP will bill for any expenses incurred on behalf of the Village of Palmetto Bay for third party vendors offering services such as but not limited to printing, signage production, website/multimedia programming and stock photography/video purchases, if necessary. The Village of Palmetto Bay shall provide a deposit of 25% of the invoice total with the remaining balance due upon delivery.

Ownership of Intellectual Property: Unless otherwise indicated, all work performed under the agreement shall be considered work-for-hire and shall be owned by the Village of Palmetto Bay upon completion of agreement and all monies due to ASAP Direct, Inc.

The approach identified by ASAP in this agreement will not be executed until an authorized individual signs and returns this agreement.

VILLAGE OF PALMETTO BAY

December 31, 2012

page 4

The ASAP Approach

ASAP's branding strategy works proactively with the goals and values set forth by the Village of Palmetto Bay. This ongoing task of managing your reputation is accomplished by systematically monitoring the brand message and making fact based decisions that continually improve performance by aligning internal and external resources to deliver a clear, concise and powerful message.

At ASAP, we feel that dedicated personal involvement has a direct relationship on your success. We take great pleasure in submitting our proposal. Thank you for your confidence in our agency.

Sincerely,

Alex Schreer
ASAP Direct, Inc.

Village of Palmetto Bay

Bill Kress or Authorized Representative
Village of Palmetto Bay

date

RESOLUTION NO. 2012-08

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2
3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO
5 AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO
6 ENTER INTO AN AGREEMENT WITH ASAP BRANDS, INC.,
7 PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN
8 THE AMOUNT OF \$25,000; TO ENSURE COMPLIANCE WITH
9 FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV
10 COVERAGE OF PUBLIC MEETINGS BY PROVIDING PROGRAM
11 MANAGEMENT SERVICES, PRODUCTION AND MAINTENANCE
12 SERVICES, AND VISUAL BRANDING; AND PROVIDING FOR AN
13 EFFECTIVE DATE.

14
15 WHEREAS, the Village of Palmetto Bay is desirous of entering into an agreement with
16 ASAP Brands, Inc., to develop Government-Access TV programming on Comcast Channel 77 for
17 the primary purpose of providing coverage of public meetings in the Village of Palmetto Bay; and
18

19 WHEREAS, in order to be authorized by Section 610.109, Florida Statutes 2009, related to
20 Public, Educational, and Governmental Access, the Village's Comcast Channel 77 must be used for
21 original programming within the municipality for at least 10 hours per day; and
22

23 WHEREAS, staff must act in good faith by making reasonable assurances to Comcast that
24 programming will meet the Government Access Channel Statute – or the cable service provider may
25 reprogram the channel at its discretion; and
26

27 WHEREAS, the viewing public has indicated a strong interest in supporting a Government
28 Access Channel, which will enhance public access to, and further community participation in Village
29 government, programs, and services; and
30

31 WHEREAS, staff requires professional technical and creative expertise to swiftly design,
32 configure, and customize a quality programming package; to develop a branding concept and
33 Channel 77 logo package, and to provide project management from creative concept and content to
34 final product.
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
37 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
38

39 Section 1: The Village Manager is authorized to enter into an agreement with ASAP Brands,
40 Inc., for Government Access TV programming and management, as attached hereto as Exhibit "A."
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42 Section 2: This resolution shall take effect immediately upon approval.
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44 PASSED and ADOPTED this 9th day of January, 2012.
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ATTEST: Meighan Alexander Shelley Stanczyk
Meighan Alexander Shelley Stanczyk
Village Clerk Mayor

READ AND APPROVED AS TO FORM:

Joe A. Boutsis
Joe A. Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Joan S. Lindsay	<u>YES</u>
Vice-Mayor Brian W. Pariser	<u>YES</u>
Mayor Shelley Stanczyk	<u>YES</u>

asap

alex schreer advertising + promotions

December 16, 2011

Bill Kress
VILLAGE OF PALMETTO BAY
9705 East Hibiscus Street
Palmetto Bay, FL 33157

RE: CHANNEL 77 BRANDING AGREEMENT

Dear Bill,

Thank you for taking the time to learn more about ASAP. As a marketing partner, we can define and execute marketing and brand strategy that is reflective of the mission and values that are the foundation of the Village of Palmetto Bay.

About the ASAP Brand

As industries turn increasingly competitive, it is clear that strong brands are the ones that survive and prosper. Over the last two decades, Alex Schreer Advertising & Promotions has combined ripe ideas and fresh thinking to build better brands throughout the United States and across international borders. Our focus is entirely on leveraging your brand by aligning all aspects of your business with it and creating consistent and powerful messages to unlock your brand's full potential.

What We Believe

We believe that your brand is your reputation. It is putting your best foot forward. Your brand, and what it conveys, is your company's firm handshake and smile. It is dressing the part for what your company stands for. It is the expectations that people have about you before they do business with you, and the experiences they have when they do, that form your reputation. You can proactively manage your reputation by ensuring that your brand - your communications, behaviors and actions - are consistent with what you want your reputation to be.

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VILLAGE OF PALMETTO BAY

December 16, 2011

page 2

ASAP Scope of Work Deliverables and Compensation

ASAP will create promotional graphics for Palmetto Bay's Channel 77 as well as configure existing footage of council meetings, classic arts download and images from the Village archive to create 12 hours of on-air run time that will be scheduled to play on a loop.

ASAP will create a branding concept and graphics package that will include the Channel 77 logo package along with: Channel 77 intro motion graphic, bumper motion graphic, transition motion graphic, one show introduction motion graphic and one generic underwriting motion graphic.

ASAP will edit a :30 station promotion, add text to graphic images, edit blocks of content and edit existing and acquired content to create loop. Also included is copywriting script and voice over talent.

Also included in the scope of work and project management from creative concept to final content are regular meetings and communication with Village of Palmetto Bay staff members, monthly updates, conceptual research, an onsite-survey and evaluation of Palmetto Bay studio equipment, development of deliverables, art direction, content research, planning, supervision and coordination.

Village of Palmetto Bay will provide access to locations for filming and vector based artwork for station logo as well as current color scheme. Village of Palmetto bay will provide existing content and acquired content in a broadcast file format ready for editing.

Deliverables *

Production:

ASAP will shoot B roll of landmarks in Village of Palmetto Bay for :30 second promotional graphics and Station IDs with voice over (members of the community if available, ie: directors, commissioners and notables from the Village of Palmetto Bay).

ASAP will schedule all content order with Public Information Officer

ASAP will develop script with Public Information Officer approval

ASAP will provide voice over talent.

Graphics:

ASAP will create a 2D graphics package based on the station logo, colors and fonts including the following:

- (1) Channel 77 ID intro motion graphic
- (1) Channel 77 bumper motion graphic
- (1) Channel 77 transition motion graphic
- (1) generic show introduction motion graphic that can be used for future programming
- (1) generic underwriting motion graphic that can be used for future underwriting sponsorships

VILLAGE OF PALMETTO BAY

December 16, 2011

page 3

Deliverables *, continued

Post Production:

Edit :30 second promo about Channel 77

Add text to graphics

Edit blocks of content

Addition editing for acquired content

Encode all files for server and upload to server and unload to server for viewing

Deliverables from the Village of Palmetto Bay:

Village of Palmetto Bay will provide access to locations for filming.

Village of Palmetto Bay will provide vector based artwork for station logo as well as current color scheme.

Village of Palmetto Bay will provide existing content and acquired content in a broadcast file format, ready for editing.

* See attached timeline of deliverables

Compensation

Campaign:	
25% deposit due January 1, 2012	\$ 6,250.00
25% deposit due February 1, 2012	6,250.00
25% deposit due March 1, 2012	6,250.00
25% balance due upon delivery of loop	<u>6,250.00</u>
Total Phase 1 Investment:	\$ 25,000.00

Phase 1 Investment Detail:

• 12 hours of video from concept through deployment including all research, editing, post-production and final cut to plug-in	\$10,000.00
• Branding and creative concept and content	9,000.00
• Consulting fee; including meetings with staff, project management, monthly updates of public meetings, all research, features development, direction and production coordination	<u>6,000.00</u>
Phase 1 Investment Detail:	\$25,000.00

For production and items that fall outside of this agreement, a separate estimate of costs will be provided. Written approval will be required for any new project or service outside of this agreement. These projects and services will be invoiced separately.

Terms and Conditions

Invoices: Invoices considered overdue after 30 days, will be subject to an interest rate of 1.5% per month, which shall be applied to all unpaid balances. All work by ASAP and its vendors may be suspended until payment is received on all invoices that remain unresolved thirty days after the invoice date.

Additional design and copy revisions: Additional design and copy revisions (after two) will be billed at the hourly rate of \$175/hour. ASAP will bill for any expenses incurred on behalf of the Village of Palmetto Bay for third party vendors offering services such as but not limited to printing, signage production, website/multimedia programming and stock photography/video purchases, if necessary. The Village of Palmetto Bay shall provide a deposit of 25% of the estimate with the remaining balance due upon delivery.

Ownership of Intellectual Property: Unless otherwise indicated, all work performed under the agreement shall be considered work-for-hire and shall be owned by the Village of Palmetto Bay upon completion of agreement and all monies due to ASAP Direct, Inc.

The approach identified by ASAP in this agreement will not be executed until an authorized individual signs and returns this agreement.

The ASAP Approach

ASAP's branding strategy works proactively with the goals and values set forth by the Village of Palmetto Bay. This ongoing task of managing your reputation is accomplished by systematically monitoring the brand message and making fact based decisions that continually improve performance by aligning internal and external resources to deliver a clear, concise and powerful message.

At ASAP, we feel that dedicated personal involvement has a direct relationship on your success. We take great pleasure in submitting our proposal. Thank you for your confidence in our agency.

Sincerely,

Alex N. Schreer
ASAP Direct, Inc.

Village of Palmetto Bay

Bill Kress or Authorized Representative
Village of Palmetto Bay

date

asap

alex schreer advertising + promotions

Village of Palmetto Bay
Channel 77
proposed timeline of deliverables

Week 1

ASAP will assist VPB in uploading current council meeting to Channel 77.

Week 2

ASAP to present station call letters and tagline, slogan, rejoins and slogans to VPB. With approval of this step, ASAP will proceed with Station ID production.

Week 3

Begin scouting key locations for :30 intro. Identify with PIO final list of core "beauty shots" for current and future use

Week 4

Prepare w/ PIO a :30 script for introduction that will overlay key locations and welcome to Channel 77.

Week 5

Begin filming for key locations and possible key members of community for station identification.

Week 6 & 7

ASAP will begin post production efforts on recordings and all supplied video on file to create loop of Channel 77 content.

Week 8

Continue post production and add voice overs to intro :30 key location motion graphics, rejoins and possible underwriting sponsors..

Weeks 9 & 10

ASAP will begin assigning graphic art/lettering to all motion graphics including intro, :30 key location clip, rejoins and supplied content for brand continuity.

Week 11

Begin finalized order of content with VPB PIO for overall presentation and prepare file for server and upload to server

Week 12

Begin process of final master run to VPB studio and beta test all content

Week 13

Upload and roll out presentation of Channel 77 to VPB residents.

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