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**RESOLUTION NO. 2012-08**

**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 BRANDS, INC., PRESENTED AS A RESULT OF COMPETITIVE NEGOTIATIONS, IN THE AMOUNT OF \$25,000; TO ENSURE COMPLIANCE WITH FLORIDA STATUTES RELATED TO GOVERNMENT-ACCESS TV COVERAGE OF PUBLIC MEETINGS BY PROVIDING PROGRAM MANAGEMENT SERVICES, PRODUCTION AND MAINTENANCE SERVICES, AND VISUAL BRANDING; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

**PASSED and ADOPTED** this 9<sup>th</sup> day of January, 2012.

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ATTEST:

  
Meighan Alexander  
Village Clerk

  
Shelley Stanczyk  
Mayor

**READ AND APPROVED AS TO FORM:**

  
Eve 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.

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.

## 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.

**VILLAGE OF PALMETTO BAY**

December 16, 2011

page 4

**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



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**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.