RESOLUTION NO. 2021-31766

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AFFIRMING AS ITS POLICY STATEMENT THE PUBLIC PURPOSE SERVED BY INFORMING AND EDUCATING THE CITY'S VOTERS ON THE CITY'S SPECIAL ELECTION BALLOT QUESTIONS THAT WILL APPEAR ON THE CITY'S NOVEMBER 2, 2021 SPECIAL ELECTION BALLOT, THROUGH VARIOUS METHODS, INCLUDING A PRINTED VOTER'S GUIDE AND A VOTER EDUCATION VIDEO; AND APPROVING THE EXPENDITURE OF AN ADDITIONAL $6,800 OF BUDGETED FUNDS, TO ADD UP TO 12 EXTRA PAGES TO THE FALL 2021 ISSUE OF MB MAGAZINE IN ORDER TO INCLUDE THE VOTER'S GUIDE IN SAID PUBLICATION.

WHEREAS, the City of Miami Beach's next General Election will be held on November 2, 2021, at which time the City's Special Election will also be held for the purpose of presenting various ballot questions to the City's voters; and

WHEREAS, the Miami Beach City Commission believes that educating the voters on these matters is in the public interest and serves a public purpose; and

WHEREAS, the Administration plans to include a Voter's Guide in the Fall 2021 issue of MB Magazine to inform and educate the voters on the City's Special Election ballot questions; and

WHEREAS, each issue of the MB Magazine customarily contains 64 pages (plus 4 cover pages) and costs $31,833 for printing of 63,000 copies; and

WHEREAS, the cost of printing each issue of MB Magazine is allocated pursuant to the City's annual budget process; and

WHEREAS, in order to provide the City's voters with brief explanation of the ballot questions on the November 2, 2021 Special Election ballot, the Administration is seeking to spend an additional amount not to exceed $6,800 of budgeted funds to add said ballot measures' explanations to the Fall 2021 edition of MB Magazine, and translate same into Spanish, taking up to 12 extra pages of the Magazine (for a projected total of 76 pages and 4 cover pages); and

WHEREAS, in an effort to inform and educate the City's voters on each of these questions through various methods that may include video presentation on the City's cable channel, a Voter's Guide, and other means, the Administration is thus requesting approval to spend up to $6,800 more than the customary cost of the Fall issue of MB Magazine, for printing, graphics, translation services, layout, mailing, advertising, postage, video production, and other miscellaneous costs as needed; and

WHEREAS, these expenditures will further serve the public purpose given the City's reasonable expectation that these efforts at explaining the ballot questions and educating the voters thereon will result in a more informed electorate vote, benefiting the public good.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission herein state and reaffirm their policy acknowledging the public purpose of informing and educating the City's voters on the ballot questions that will appear on the City's November 2, 2021 Special Election ballot, and thus approve the expenditure of an additional $6,800 of budgeted funds, in furtherance of the aforementioned public policy, which is intended to benefit the public good and serve a public purpose.

PASSED and **ADOPTED** this 28 day of July 2021.

DAN GELBER
MAYOR

ATTEST:

AUG 2, 2021

RAFAEL E. GRANADO
CITY CLERK

MIAMI BEACH INCORPORATED MARCH 26TH 1915

APPROVED AS TO FORM AND
LANGUAGE AND FOR EXECUTION

City Attorney NK 7-19-21 Date

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MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Rafael E. Granado, City Clerk
DATE: July 28, 2021

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AFFIRMING AS ITS POLICY STATEMENT THE PUBLIC PURPOSE SERVED BY INFORMING AND EDUCATING THE CITY'S VOTERS ON THE CITY'S SPECIAL ELECTION BALLOT QUESTIONS THAT WILL APPEAR ON THE CITY'S NOVEMBER 2, 2021 SPECIAL ELECTION BALLOT, THROUGH VARIOUS METHODS, INCLUDING A PRINTED VOTER'S GUIDE AND A VOTER EDUCATION VIDEO; AND APPROVING THE EXPENDITURE OF AN ADDITIONAL $6,800 OF BUDGETED FUNDS, TO ADD UP TO 12 EXTRA PAGES TO THE FALL 2021 ISSUE OF MB MAGAZINE IN ORDER TO INCLUDE THE VOTER'S GUIDE IN SAID PUBLICATION.

ANALYSIS

The City of Miami Beach's next General Election will be held on November 2, 2021, at which time the City will also hold a Special Election for the purpose of presenting ballot question(s) to the City's voters. Educating the voters on these matters is in the public interest and serves a public purpose.

In order to provide the City's voters with brief explanation of the ballot question(s), the Office of the City Attorney and the Office of the City Clerk will be preparing a Voter's Guide. The Voter's Guide will be included in the Fall 2021 issue of MB Magazine. Each issue of the MB Magazine customarily contains 64 pages (plus 4 cover pages) and costs $31,833 for printing of 63,000 copies. Due to the ballot question(s) on the November 2, 2021 Special Election, we are seeking to spend an additional amount, not to exceed $6,800 of budgeted funds, to add said ballot measurers' explanation to the Fall 2021 edition of MB Magazine, and translate same into Spanish, taking up to 12 extra pages of the Magazine (for a projected total of 76 pages and 4 cover pages).

In addition to the MB Magazine, which prints in both English and Spanish, the City will produce voter education videos in English and Spanish that will be broadcast on MBTV. The program will be transmitted via Atlantic Broadband Cable channel 77, channel 107.3 (Digital Tuner), channel 90 (Digital Box), AT&T U-verse channel 99, and ROKU device on PEG.TV channel.

This expenditure will serve the public purpose given the City's reasonable expectation that these efforts at explaining the ballot questions and educating the voters will result in a more informed electorate vote, benefiting the public good.

SUPPORTING SURVEY DATA

N/A

FINANCIAL INFORMATION

Estimate for 12 additional pages to the MB Magazine:

Printing 63,000 copies of a 64-page (plus 4 cover pages) MB Magazine	$31,833.00
Printing 63,000 copies of a 76-page (plus 4 cover pages) MB Magazine	$38,079.00
Difference for Additional 12 pages	$6,246.00
Translation to Spanish of Additional 12 pages	$500.00
Total Additional Cost	$6,746.00
Total Additional Costs Rounded to Nearest $100.	**$6,800.00**

Amount(s)/Account(s):

011-9322-000312-90-400-592-00-00-00 (FY 21/22): $6,800

CONCLUSION

It is recommended that the Mayor and City Commission adopt the Resolution stating and reaffirming their policy acknowledging the public purpose of informing and educating the City's voters on the ballot question(s) that will appear on the City's November 2, 2021 Special Election, and approve the expenditure of an additional $6,800 of budgeted funds, in furtherance of the aforementioned public policy, which is intended to benefit the public good and serve a public purpose.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Office of the City Clerk/Office of the City Attorney/Marketing and Communications

ATTACHMENTS:

Description

- Solisco Estimate
- Resolution

SOLISCO

Quote nº S-12920 L20

Scott, July 19, 2021

City of Miami Beach

1755 Meridian Avenue 3rd Floor Miami, Florida, 33139, USA

PROJECT	MB Magazine (4x/year)
NUMBER OF PAGES	64-76 pages Text + 4 pages Cover (1 version)
SIZE	Opened : 16.75" x 10.875" Finished : 8.375" x 10.875"
PRINTING	Text : 4 / 4 (Process) Cover : 4 / 4 (Process)
PAPER	Text : 70# Coated Matte #3 text FSC Cover : 100# Coated Matte #3 text FSC ** The cost and availability of paper are subject to revision at the time of printing
BINDERY	Perfect binding with PUR glue
PACKAGING	Bulk on pallets
OVERS & UNDERS	+/- 2%
QUANTITY	U.S. Funds

64 pages + 4 pages Cover (1 version)	63 000
	$31 833
76 pages + 4 pages Cover (1 version)	63 000
	$38 079

	o All extras cost for freight, mailing prep, boxes will be added and reflected in our invoice and will be covered by the City of Miami Beach Communication Department.
DELIVERY	Factory
MATERIAL SUPPLIED	PDF/X-1a files supplied as per our specifications. Please refer to our prepress zone on our website for more informations: **http://www.solisco.com/language/en/client-area/** We process PDF files for CTP system and provide 1 complete digital blueline and colour proofs for approval • If high resolution color proofs (Epson) are required, extra charges may apply. Please contact your Account Executive or Project Coordinator. • All modifications to files after processing, may incur additional charges (Author Alteration).
TERMS	To be determined

Plus taxes if applicable. Prices are subject to change upon raw material and freight cost fluctuation.
** Any change to these specifications may cause extra charges

printreleaf. You print? We plant... one print job at a time. We proudly partnered with PrintReleaf, an organization promoting reforestation around the globe.

We thank you for your interest in Solisco and hope to have the pleasure of working with you on this project .

Michel Tessier, Account executive
michel.tessier@solisco.com Cell. 514-424-5368

SIGNATURE : _____ **DATE :** _____

We accept your quote, for which all conditions are indicated above. And we ask you to please do the work requested by following the specifications clearly indicated. We have read and understand the present document and agree to fully respect all the conditions written in it.

Quote nº S-12920 L20

CONDITIONS OF THE QUOTATION

1. ACCEPTANCE OF THE QUOTATION
The quotation must be received by SOLISCO duly accepted and signed by the Client within twenty (20) days of the date of the quotation. After such delay, SOLISCO may, at its entire discretion, withdraw its quotation or revise the amount of the quotation.

2. CLIENT'S CREDIT
The execution of this quotation is subject to the approval of the Client's credit by SOLISCO's credit department.

3. ADDITIONAL WORK
Any work which is not specifically described in this quotation is not included in the price of the quotation. The Client obliges itself to pay the standard price for any additional work done by SOLISCO upon receipt of Solisco's invoice.

4. CHANGES
The Client acknowledges that the quotation has been prepared according to the Client's specifications. If there is a mistake in such specifications, or if the Client calls for changes or brings modifications to the specifications, the Client obliges itself to pay all additional costs required by reason of the modified, redone or additional work. When the specifications or instructions of the Client are insufficient or imprecise, and the Client is not available or cannot be reached in due time, while the work is being performed, SOLISCO may supply such to the best of its knowledge and the Client agrees that it may not hold SOLISCO responsible or take action against SOLISCO for any reason in such circumstances.

5. OWNERSHIP
Any sketch, copy, model, artwork, drawing, photograph, vignette, plate, character, etc., and any material bought or produced by SOLISCO and any preparatory work done or supplied by SOLISCO remains the sole property of SOLISCO unless there is a specific written agreement to the contrary.

6. FINAL FILMS
In the case that the Client supplies his final films, SOLISCO may not be held responsible for flaws or defects in the quality of the work related to the quality of the final films supplied.

7. PROOFS
SOLISCO will submit to the Client a proof with the original copy. Any changes shall be made by the Client on this proof and returned to SOLISCO along with a duly signed final proof for approval or a final corrected proof for approval. The Client recognizes that SOLISCO may not be held responsible for any errors if the work done by SOLISCO is according to the final corrected and signed proof. The final corrected proof for approval shall be returned to SOLISCO within ten (10) days of the proof date; if not, SOLISCO may refuse to execute the work or call for an additional amount on the initial price agreed to If the Client requests revised proofs, he must so request when he returns the initial proofs to SOLISCO.

8. COLOR PROOFS
Due to the difference in equipment and in working conditions existing between the final corrected color proofs and the work done on the press, the client agrees to take delivery and to accept the final product even if there is a color variation, that is reasonable, between the final corrected color proof and the final work.

9. PROOFS UNDER PRINTING
The quotation price has been quoted for a continuous and uninterrupted printing. The Client agrees to pay any additional costs due to the interruption or the slowdown of the printing process or the work, or for loss of time by reason of the Client's acts or omissions, including the Client's lateness in providing the final corrected proof.

10. SPECIAL PAPER ORDER
For all orders requiring a special making of paper either weight, roll size or sheet size, all left over paper due to a reduction in quantity or page count after having received a purchase order is the customer's responsibility. In the case of an increase in quantity or page count after a purchase order has been received, additional costs may be charged to the client depending on paper availability.

11. ORDER CANCELLATION
For all orders requiring a special making of paper, all left over paper resulting from cancellation after the purchase order has been received is the customer's responsibility.

12. PAPER SUPPLIED
Any paper supplied by the Client must be well packed, free from dust, foreign bodies, torn sheets, bad glue, etc. and must be of suitable printing quality. The Client agrees to pay to SOLISCO any additional costs due to the delay or the defects in the work resulting from such insufficient packaging or quality of paper. The Client also agrees to pay for the costs of handling and preservation of the paper it supplies.

13. DELIVERED QUANTITY
Due to variations in the production process, the Client agrees that there may be a difference of 10% over or under the quantity delivered by SOLISCO, and that the price be adjusted accordingly.

14. CLIENT'S GOODS
The Client remains owner of the materials entrusted to SOLISCO and as such assumes the risk of loss or damage to the materials by fire, water, theft of other accidents.

15. DELIVERY
Unless otherwise specified, the price submitted in this quotation covers only one delivery made EX WORKS (ex: workshop) Incoterms. The Client bears all charges and risks of the finished products form the time when they have been so placed at his disposal.

16. CLAIMS
Any claim must be made within five (5) days following delivery. In the absence of a claim made within such delay, the Client recognizes that the finished products have been received in good condition and are in conformity with all specifications provided in the quotation. At the expiration of such delay, the Client acknowledges that it has no claim against SOLISCO regarding the finished products delivered.

17. INTERIM INVOICES
If the order requires more than one month of work, SOLISCO may send interim monthly invoices which take into account the work performed at the date of the interim invoice; the Client obliges itself to pay such interim invoice upon receipt.

18. TERMS OF PAYMENT
Any payment must be made within 30 days (Net 30 days) of the date of the invoice unless a written agreement exists to the contrary. Interest charged on all passed due accounts are at a rate of eighteen per cent (18%) per year, calculated monthly. The quotation price does not include the applicable taxes. Such taxes shall be payable by the Client.

19. CHANGES IN PRICE
The quotation price has been calculated by using the costs of manpower and materials at SOLISCO at the date of the quotation. The Client agrees that SOLISCO may change the quotation price according to the fluctuation of the market price for materials and manpower at the time of the execution of the work.

Quote nº S-12920 L20

20. PRODUCTION OF THE WORK
Solisco shall have the right to have part or all of the work described in this quotation done by any other person unless there is a specific agreement to the contrary with the client.

21. LIABILITY
SOLISCO WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF ERRORS BEYOND INVOICED VALUE OF THE JOB OR IF LESSER, THE PORTION THEREOF WHERE THE ERROR OCCURRED, WHETHER SUCH ERROR IS DUE TO NEGLIGENCE OF SOLISCO'S SERVANTS, AGENTS OR EMPLOYEES OR OTHERWISE AND THERE SHALL BE NO LIABILITY FOR FAILURE TO COMPLETE THE JOB OR ANY PORTION THEROF BY ANY SPECIFIED TIME UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING. IN NO EVENT SHALL SOLISCO EVER BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS OR FOR ADDITIONAL COSTS OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY ERROR BY SOLISCO OR SOLISCO'S SERVANTS, AGENTS, EMPLOYEES, ANY PARTY FOR WHICH IT IS IN LAW RESPONSIBLE OR OTHERWISE.

22. RESPONSABILITY
The Client bears the responsibility of the content of all texts, printed materials, sketches, photographs, or other materials entrusted to SOLISCO for the execution of the contract. In the event that an action or suit be instituted against SOLISCO, the Client binds and obliges itself to assume the defense of SOLISCO and to hold it harmless and indemnify valid third party claims. The Client agrees to pay to SOLISCO all loss, damages, cost or fees incurred by SOLISCO by reason of such materials. The client obliges itself to remit to SOLISCO all releases, discharges or out-of-court settlement documentation of such action or suit. SOLISCO may stop or suspend the execution of the work covered by this quotation for as long as the Client has not given sufficient guarantees that SOLISCO will be held harmless.

23. OWNERSHIP OF GOODS
SOLISCO shall remain the sole owner of the finished products completed under the terms of the present contract until all amounts due have been paid in full whether or not the products have been delivered to the Client. Solisco shall have the right to dispose of the finished products as it wishes, or to proceed with new printings in order to sell the new work to third parties and keep the proceeds of such sale, up to a limit of the amount due by the Client; the Client shall, expressly to this end, assign to SOLISCO all his privileges as holder of the royalties of the works covered by this quotation including the rights to the title of the works.

24. CONTRACT
All terms and conditions appearing on the face of this document are part of this quotation. Once quotation conditions are accepted, all terms and conditions contained on both sides of this document constitute the contract between the parties.

25. AVOIDANCE OF CERTAIN CLAUSES
All clauses of this contract are distinct. In the event that a clause is null, without effect, or deemed unwritten, as declared by a court of competent jurisdiction, this contract remains valid in all other respects.

26. DESIGNATION
The term "SOLISCO" means IMPRIMERIE SOLISCO INCORPORÉE and the term "Client" means the person, partnership or corporation that orders the execution of the work provided for in this quotation.

27. APPLICABLE LAW
This quotation shall be governed by and construed in accordance with the laws of the Province of Quebec.

28. JURISDICTION
For the purpose of this contract, the parties elect domicile in Scott, judicial district of Beauce, Province of Quebec, and acknowledge that all legal actions must be instituted before the competent court situated in that district; SOLISCO may however also proceed before any other competent jurisdiction.