

Memorandum



Date: November 20, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(C)

From: George M. Burgess
County Manager

Subject: Agreement between Miami-Dade County and LexisNexis

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of an agreement between Miami-Dade County and LexisNexis, a leading provider of legal information and research for law enforcement, to publish the Florida Law Enforcement Handbook, including the Florida Traffic Laws Reference Guide and CD, waiving Administrative Order 3-38 for competitive bidding.

Scope

The Agreement is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the county. LexisNexis will pay the MDPD a 16% royalty fee based on gross Handbook sales which will yield a projected net profit of \$26,020. Royalty payments will be deposited into the General Fund. In addition, LexisNexis will provide 5,000 copies annually for MDPD personnel at no charge. All costs associated with publishing the handbook (layout, design, publishing, marketing, distribution, invoicing, etc) will be borne by LexisNexis.

Track Record/Monitor

The Agreement will be monitored by the Miami-Dade Police Department. MDPD will continue to write and edit the Legal Guidelines section of the Florida Law Enforcement Handbook and provide editorial guidance and consultation for the remainder of the Handbook.

Background

The Florida Law Enforcement Handbook has been published annually by the MDPD since its inception in 1975. It is written and edited each year by the MDPD Police Legal Bureau. The book is used by MDPD personnel, locally by municipal police departments and also by law enforcement agencies across the State of Florida. The publication is well respected and recognized in the law enforcement community as an effective, accurate, and reliable source of legal information concerning local ordinances, state statutes, and other legal guidelines critical to law enforcement officers throughout the state.

This partnership will benefit Miami-Dade County as LexisNexis, a recognized source of legal research and information, has the ability to distribute the Handbook to more officers and agencies around Florida. Expanded use of the Handbook will broaden the recognition and reputation of the MDPD and Miami-Dade County. Based on market research the Department of Procurement Management supports the waiver of the competitive bid process. Due to the uniqueness of this publication and the recommendation of DPM, it is in the best interest of the County to waive the County's competitive bid process and enter into the Agreement between LexisNexis and Miami-Dade County.

Alina T. Hudak
Assistant County Manager

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MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: November 20, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(C)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(C)
11-20-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A PUBLISHING AGREEMENT BETWEEN LEXISNEXIS AND MIAMI-DADE COUNTY FOR THE PUBLICATION, MARKETING AND DISTRIBUTION OF THE FLORIDA LAW ENFORCEMENT HANDBOOK INCLUDING THE FLORIDA TRAFFIC LAWS REFERENCE GUIDE AND COMPACT DISK (CD) WAIVING ADMINISTRATIVE ORDER 3-38 FOR COMPETITIVE BIDDING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ANY AMENDMENTS TO THE AGREEMENT AND EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the Publishing Agreement between LexisNexis and Miami-Dade County for the purpose of providing the Florida Law Enforcement Handbook in substantially the form attached hereto and made a part hereof, waiving Administrative Order 3-38 for competitive bidding pursuant to Section 5.03(D) of the Home Rule Charter by a two-thirds vote of the Board members present, and authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of Miami-Dade County, and to execute any amendments to the Agreement and exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of November, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Ben Simon

**PUBLISHING AGREEMENT
BETWEEN LEXISNEXIS AND MIAMI-DADE COUNTY
FOR PUBLICATION OF THE
FLORIDA LAW ENFORCEMENT HANDBOOK,
FLORIDA TRAFFIC LAWS REFERENCE GUIDE AND CD**

This PUBLISHING AGREEMENT (hereinafter referred to as "Agreement") regarding the FLORIDA LAW ENFORCEMENT HANDBOOK AND FLORIDA TRAFFIC LAWS REFERENCE GUIDE AND CD (herein referred to as the "Handbook") is entered into this ___ day of _____, 2008, by and between LexisNexis and Miami-Dade County (hereinafter referred to as the "County") (herein collectively referred to as "the Parties").

Whereas, the Florida Law Enforcement Handbook was developed by the Miami-Dade Police Department ("MDPD") Police Legal Bureau in 1975, and its 33rd edition continues to serve a significant portion of the Florida law enforcement market by providing a concise, reasonably priced manual for field use by police officers; and

Whereas, the County recognizes that the rising costs of publication, the increasing demand for the Handbook and the continuing encumbrance on County resources and personnel may make it no longer cost effective to continue production of the Handbook; and

Whereas, LexisNexis and the County share a common goal of providing the law enforcement community with the current and accurate legal statutes and guidelines needed to efficiently and effectively enforce the laws of the State of Florida and its localities; and

Whereas, LexisNexis has marketing and operational resources complementary to the County's efforts that can broaden and enhance the recognition and reputation of the MDPD and Miami-Dade County; and

Whereas, the County as well as the Florida law enforcement community would benefit from this agreement under which the parties produce the best possible resource for field use by law enforcement at a price affordable to police agencies throughout the State;

Whereas, the County waives Administrative Order 3-38 for competitive bidding; and

Whereas, LexisNexis and the County are desirous of entering into a cooperative publishing agreement under such conditions enumerated below.

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NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and LexisNexis hereby agree as follows:

- 1) LexisNexis has the sole and exclusive right to, and will be responsible for performing all publishing functions relating to the Handbook, including providing content (except as described in (2) below), performing all editorial functions (including updating and collecting primary source data, page layout, and indexing for the Handbook), manufacturing, sales and marketing, order processing, warehousing, invoicing, collections, maintaining subscriptions, shipping, processing returns, customer service, and technical support.
- 2) The MDPD will provide the text of the Legal Guidelines section of the Florida Law Enforcement Handbook, drafted and edited by attorneys in the Police Legal Bureau, to LexisNexis for inclusion in the Handbook. The County represents and warrants that when published, the material provided by the MDPD under this Agreement will not infringe any copyright or violate any statutory right or any proprietary right at common law (whether or not the use of the material provided by MDPD under this Agreement constitutes an infringement of any copyright).
- 3) The MDPD Police Legal Bureau will provide editorial guidance as needed to LexisNexis, and have final editorial approval of the finished product for each new edition. The Parties may enter into a subsequent publishing plan, which may include the publishing and promotion of additional titles.
- 4) The overall appearance of the Handbook will remain unchanged and will include the name of the MDPD Director and the MDPD badge. Any proposed changes to the appearance of the Handbook by either party will be subject to the approval of the other party.
- 5) As payment in full for all of the County's obligations and grants hereunder, LexisNexis will compensate the County as set forth below:
 - (a) LexisNexis will pay the County a royalty for Revenue (as defined below) resulting from sales of the Handbook at the royalty rate set forth below. "Revenue" means all gross cash receipts by LexisNexis as a result of sales of the Handbook, less discounts, allowances, returns, and bad debts (to the

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extent written off as uncollectible), other than amounts: (a) for sales taxes, use taxes, value-added taxes, or excise taxes; and (b) for shipping and handling costs.

(b) The royalty rate is 16% for each copy sold of the Handbook.

(c) No royalties will be payable on any copies of the Handbook (i) distributed (without an invoice or with an invoice showing no amount due) as complimentary, on trial, for review, or for other similar purposes; or (ii) that have been destroyed.

(d) LexisNexis will pay royalties to the County quarterly and will make payments in U.S. Dollars. LexisNexis will furnish to the County statements of Revenue and resulting royalties. If the County has received an overpayment of royalties as shown by any subsequent accounting, LexisNexis may deduct the amount of the overpayment from any royalties or other monies that may accrue to the County. LexisNexis will send royalty payments and statements to:

Executive Senior Bureau Commander
Fiscal Administration Bureau
Miami-Dade Police Department
9105 NW 25th Street, Suite 3055
Miami, Florida 33172

- 6) LexisNexis will provide the MDPD 5000 complimentary copies of each edition of the Handbook (or as may be changed from time to time by mutual agreement of the parties).
- 7) LexisNexis will price the 2009 edition at \$13.50 per unit, and reserves the right to increase the price to account for increased production costs and competitive factors in the marketplace. When making price increases, LexisNexis will consult with the MDPD regarding the affordability of the Handbook for law enforcement use in Florida.
- 8) LexisNexis and the County will assign Points of Contact (POCs) for this Agreement. The POCs will address and resolve all issues related to this Agreement.
- 9) This Publishing Agreement between LexisNexis and the County is effective for an Initial Term beginning on the date of execution of this Agreement by both parties and ending on June 30, 2012.

