Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2007

Agenda Item No. 9(A)(14)(A)

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

From: George M. Burgess, County Manager

Subject: Lease Agreement Between Miami-Dade County and the City of Miami Providing for the Lease of Eight City of Miami Parcels to be Used as Miami-Dade Public Library Systems Facilities.

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution which authorizes the County Mayor or his designee to execute a lease agreement between Miami-Dade County and the City of Miami providing for the lease of eight (8) City of Miami parcels to be used as Miami-Dade Public Library System facilities.

Scope

This item impacts the entire Miami-Dade Public Library System. Specifically, this item allows for the County to continue leasing the following library facilities from the City of Miami: Allapattah Library (District 3), Coconut Grove (District 7), Culmer Library (District 3), Edison Library (District 3), Lemon City Library (District 3), Little River Library (District 3), Shenandoah Library (District 5) and West Flagler Library (District 6).

Fiscal Impact

According to the negotiated lease agreement, the Miami-Dade Public Library System will pay the City of Miami a nominal, annual rental fee of ten dollars ($10.00) to occupy and use eight (8) City of Miami properties as Miami-Dade County Branch Libraries.

Track Record/Monitoring

The responsible party for monitoring this lease agreement is the Miami-Dade Public Library System, Raymond Santiago, Director. The Project Managers will be Suzet Alvarez-Cleary, Assistant Director and Julio Castro, Capital Development Coordinator.

Background

On October 31, 1971, the Board of County Commissioners approved Resolution No. R-1551-71 (Attachment I), which authorized the execution of an agreement between the City of Miami and Miami-Dade County to allow for the transfer of City of Miami Library System to Miami-Dade County. The agreement provided for Miami-Dade County to lease, operate and maintain ten (10) library facilities from the City, and provide the books, materials and equipment contained in leased premises.

In 2005 the Library Department entered into discussions with the City of Miami over planned renovations for the Shenandoah Branch Library. At that time, the City of Miami realized that the original 30 year term agreement should have been renewed by the City in August 2001. This new lease is a result of negotiations carried out by the Library Department and the City of Miami and contains several new provisions that were not included in the original lease and clarifies which City of Miami parcels are leased to the Miami-Dade Public Library System.

The original agreement authorized the lease of the following ten City of Miami parcels; Main Library located at 1 Biscayne Boulevard, Allapattah Library located at 1799 N.W. 35 Street, Coconut Grove Library located at 2875 McFarlane Road, Culmer (formerly named Dixie Park Library) 350 N.W. 13 Street, Edison Center Library located at 531 N.W. 62 Street, Grapeland Heights Library located at 1400 N.W. 37 Avenue, Lemon City Library located at 430 N.E. 61 Street, Little River Library located 160 N.E. 79 Street, Shenandoah Library located at 2111 S.W. 19 Street and West Flagler Library located at 5050 West Flagler Street. Two of the original parcels were discontinued as library locations, these two properties were the Main Library which was moved to the current Main Library in 1985 and the Grapeland Heights Library which was closed by the City of Miami due to the reconstruction plans for Grapeland Heights Park.

The term of the new lease agreement is for fifteen (15) years with the option to extend for a maximum of three (3) additional five (5) year terms at an annual rental fee of ten dollars ($10.00) total for all eight (8) facilities. The lease agreement provides for the Library System to occupy and use the following eight library facilities:

1) Allapattah Library – 1799 NW 35 Street
2) Coconut Grove Library - 2875 McFarlane Road
3) Culmer Library – 350 NW 62nd Street
4) Edison Library - 531 NW 62 Street
5) Lemon City Library – 43 NE 61st Street
6) Little River Library – 160 NE 79th Street
7) Shenandoah Library – 2111 SW 19th Street
8) West Flagler Library – 5050 West Flagler Street

The City is supportive of this Lease Agreement (please see attachment II). This Lease Agreement will be presented to the Miami City Commission on October 11, 2007.

Attachments

Alex Muñoz, Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 4, 2007

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

SUBJECT: Agenda Item No. 9(A)(14)(A)

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. 9(A)(14)(A)
12-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI PROVIDING FOR THE LEASE OF EIGHT CITY OF MIAMI PARCELS TO BE USED AS MIAMI-DADE PUBLIC LIBRARY SYSTEM FACILITIES; AUTHORIZING THE COUNTY MAYOR TO EXECUTE ALL CONTRACTS, AGREEMENTS AND ADMENDMENTS; AND AUTHORIZING THE COUNTY MAYOR TO EXCERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, Miami-Dade County and the City of Miami seek to lease and County agrees to lease eight (8) city-owned properties for a period of fifteen (15) years, which are located at 1799 NW 35th Street (Allapattah Library), 2875 McFarlane Road (Coconut Grove Library), 350 NW 13th Street (Culmer/Overtown Library), 531 NW 62nd Street (Edison Center Library), 430 NE 61st Street (Lemon City Library), 160 NE 79th Street (Little River Library), 2111 SW 19th Street (Shenandoah Library) and 5050 West Flagler Street (West Flagler Library) in Miami, Florida for use as Miami-Dade Public Library System facilities,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or his designee to enter into a Lease Agreement with the City of Miami providing for the lease of eight City of Miami parcels to be used as Miami-Dade Public Library System facilities and authorizing the County Mayor or his designee to execute all contracts, agreements and amendments; and authorizing the County Mayor or his designee to exercise the cancellation provisions contained therein.

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 4th day of December, 2007. 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

Approved by County Attorney as to form and legal sufficiency.

DDC

By:_____
Deputy Clerk

Diamela Del Castillo

LEASE AGREEMENT

BETWEEN

THE CITY OF MIAMI

AND

MIAMI-DADE COUNTY

FOR THE USE OF THE FOLLOWING DESCRIBED PREMISES

1799 NW 35th Street, 2875 McFarlane Road, 350 NW 13th Street, 531 NW 62nd Street, 430 NE 61st Street, 160 NE 79th Street, 2111 SW 19th Street, and 5050 West Flagler Street, Miami, Florida.

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 2007, by and between The City of Miami, a municipal corporation under the laws of the State of Florida, hereinafter called the "City" and Miami-Dade County, a political subdivision of the State of Florida, hereinafter called the "County," together the "Parties."

WITNESSETH:

WHEREAS, the City of Miami (the "City") is the owner of several parcels of land ("Properties") legally described in Exhibit "A" on which several County-operated libraries are located in the City of Miami; and

WHEREAS, under the terms of the Lease Agreement ("Agreement") entered into between the City and County on November 1, 1971, the City agreed to lease ten (10) properties to the County for use as libraries at a nominal rate of $1.00 annually to serve the City and its residents and in exchange the County agreed to pay for the full cost of operating and maintaining said properties as library facilities; and

WHEREAS, two (2) of the properties originally leased to the County and located at 1 Biscayne Boulevard and 1400 NW 37th Avenue were discontinued as library locations, the latter due to reconstruction plans for Grapeland Park ; and

WHEREAS, the City seeks to continue to lease and County agrees to lease eight (8) city-owned Properties, which are located at 1799 NW 35th Street (Allapattah Library), 2875 McFarlane Road (Coconut Grove Library), 350 NW 13th Street (Culmer Overtown Library), 531 NW 62nd Street (Edison Center Library), 430 NE 61st Street (Lemon City Library), 160 NE 79th Street (Little River Library), 2111 SW 19th Street (Shenandoah Library) and 5050 West Flagler Street (West Flagler Library) in Miami, Florida for use as libraries; and

NOW THEREFORE, in consideration of the Properties and mutual covenants hereinafter contained to be observed and performed, the Parties do hereby consent and agree as follows:

1. DESCRIPTION OF PROPERTIES.

The City hereby leases unto the County and the County hereby leases from the City, the following eight (8) properties located in Miami, Florida, together with the buildings, machinery and equipment thereto ("Properties"), the locations of which are listed below and are attached hereto as Exhibits 1 through 8 inclusive.

1. Allapattah Library, 1799 NW 35th Street, Miami.
2. Coconut Grove Library, 2875 McFarlane Road, Miami.
3. Culmer Overtown Library, 350 NW 13th Street, Miami.
4. Edison Center Library, 531 NW 62nd Street, Miami.
5. Lemon City Library, 430 NE 61st Street, Miami.
6. Little River Library, 160 NE 79th Street, Miami.
7. Shenandoah Library, 2111 SW 19th Street, Miami.
8. West Flagler Library, 5050 West Flagler Street, Miami.

2. PURPOSE.

The Properties described in Section 1 above are to be used by the County solely as library facilities and for other information and educational purposes and for no other use whatsoever, with the exception of allowing the facility to be used for electoral voting. Any use of the Properties not authorized under this Agreement must receive the prior written consent of the City Manager, which consent may be withheld or conditioned for any or no reason, including, but not limited to, additional financial consideration. The Properties shall be made available to the public on fair and reasonable terms without discrimination.

In the event that the County discontinues the use of any one or more of the Properties described in Section 1 as library facilities, then this Agreement, as it applies to the specific property or properties withdrawn from library use, shall terminate forthwith and said property or properties shall immediately revert to the City. In case of the County's discontinuance of one or more of the Properties, County must comply with the respective notice and library substitution provisions described in Section 10 herein.

Any duly noticed discontinuance of County's use of one or more Properties defined under Section 1 herein, shall not cause a termination of this Agreement as to the remaining Properties listed in Section 1 herein or replacement Properties provided subject to Section 10 herein. The City and County may mutually consent to add more library properties to this Agreement upon amendment of said Agreement, with the express authority and consent of the Parties and their respective City Manager and County Mayor or his designee.

3. TERM.

The term of this Agreement shall be for a period of fifteen (15) years, beginning on the date that this Agreement is fully executed by the Parties (the "Effective Date"). In the event the date of execution is not the first day of the month, the Effective Date shall be adjusted to be the first day of the following month. Subject to the terms and conditions contained herein, the Parties hereto shall have the right to mutually agree for an extension of this Agreement on terms and conditions as are deemed appropriate.

4. OPTION TO EXTEND.

In the event the City and the County mutually wish to extend this Agreement, this Agreement may be extended for a maximum of three (3) additional five (5) year terms (hereinafter the "Additional Term"), beyond the initial fifteen (15) year term, subject to the same terms and conditions of this Agreement. If the County desires to exercise its option for an Additional Term, the County shall give the City written notice of its intention to exercise the option a minimum of one hundred and eighty (180) days prior to the expiration of the Agreement.

Upon receipt of the written notice, the City Manager, in his/her sole discretion, shall either extend the Agreement or reject the Additional Term within sixty (60) days of receipt of notice.

5. HOLDOVER.

In the absence of any written agreement to the contrary, if the County should remain in occupancy of the Properties after the expiration of the lease term, it shall so remain as a tenant from month-to-month and the Rent shall be the same Rent as the last in effect. All other provisions of this Agreement applicable to such tenancy shall remain in full force and effect.

6. CONTINUOUS DUTY TO OPERATE.

Except where the Properties are rendered untenable by reason of fire or other casualty, the County shall at all times during this Agreement (i) occupy the Properties upon the Effective Date; (ii) shall thereafter continuously conduct operations on the Properties in accordance with the terms of this Agreement and shall at all times keep the Properties fully stocked with materials, trade fixtures and furnishings necessary to operate the Properties; and (iii) keep the Properties open to the public on a continual basis during the days and hours as are the then current service model for libraries. The County shall have the obligation to fund all materials, books, trade fixtures and furnishings necessary to operate the Properties as libraries.

7. RENT.

The Miami-Dade Public Library System shall pay to the City a nominal, annual Rental Fee of Ten Dollar and Zero Cents ($10.00) ("Rental Fee") to occupy and use all the Properties listed in Section 1 herein. Any reduction in the number of properties leased by County shall not correspondingly reduce the annual Rental Fee.

The first annual Rental Fee payment to be made by the County shall be on or prior to the Effective Date and on the first day of each Agreement Year thereafter. For purposes of this Agreement, Agreement Year shall mean any period of time consisting of

The first annual Rental Fee payment to be made by the County shall be on or prior to the Effective Date and on the first day of each Agreement Year thereafter. For purposes of this Agreement, Agreement Year shall mean any period of time consisting of twelve (12) consecutive calendar months commencing on the Effective Date and each anniversary thereafter. Payments shall be made payable to the "City of Miami" and shall be mailed to the "City of Miami, Finance Department, 444 S.W. 2nd Avenue, 6th Floor, Miami, Florida 33130," Attention: Collections Department or at such other address as may be designated from time to time.

8. UTILITIES.

The County shall pay for all utilities, including but not limited to, telephone, electricity, fuel, gas, water, storm water fees, garbage and sewage disposal facilities used by the County during its occupancy of the Properties, as well as all costs related to the installation of any connections, lines and/or equipment necessary.

9. TAXES OR ASSESSMENTS.

The County represents that it is immune from taxation as a political subdivision of the State of Florida. Notwithstanding same, in the event that the Properties become subject to taxation, charges or assessments, the County shall pay before any fine, penalty, interest or costs is added for nonpayment, any and all charges, fees, taxes or assessments levied against the Properties (collectively Assessments), its proportionate share of use of the Properties and/or against personal property of any kind, owned by or placed in, upon or about the Properties by the County, including, but not limited to, ad valorem taxes, fire fees and parking surcharges. In the event the County appeals an Assessment, the County shall immediately notify the City of its intention to appeal said Assessment and shall furnish and keep in effect a surety bond of a responsible and substantial surety company reasonably acceptable to the City Manager, or his/her designee, or other security reasonably satisfactory to the City Manager, or his/her designee, in an amount sufficient to pay one hundred percent of the contested Assessment with all interest on it and costs and expenses, including reasonable attorneys' fees, to be incurred in connection with it.

10. RIGHT TO DISCONTINUE BY COUNTY.

The County shall have the option to discontinue the use of one or more of the properties legally described in Section 1 herein upon providing six (6) months advance notice to the City, provided, however, that the discontinuance of the use of the buildings or properties for library purposes shall be through official County Commission action. Furthermore, such discontinuance shall not relieve the County of the obligation to continue library services within the City as provided herein. In the event the County exercises its right to discontinue, the property or properties involved shall immediately revert to the City.

In the event of the County's exercise of such discontinuance provisions, the County, although not obligated, will use its best effort to provide substitute facilities. In such event, the County shall clearly state in its written notice, any temporary or permanent arrangements which County has made to continue to provide library facilities and replace any discontinued or displaced library locations with library services at mutually agreed upon substitute locations, if any, at no further cost or expense to the City. Upon the discontinuance and then subsequent vacation of one or more Properties, said Properties shall immediately revert to the control and occupancy of the City.

11. QUIET ENJOYMENT.

The City hereby covenants and represents that at the time of the execution of these presents, it is the sole owner in fee simple of the Properties herein above described and that it has good and marketable title, and the full right to lease the same for the term aforesaid.

The County, on payment of the rent herein provided and performance of its obligations, hereunder, shall and may peacefully and quietly have, hold, and enjoy the Properties for the term hereof or any extension or renewal thereof with all rights and privileges and for the use herein provided.

12. DEFAULT.

The occurrence of any one or more of the following events is deemed an "Event of Default":

(a) If the County defaults in the due and punctual payment of any installment of any Rent when due and payable in accordance with this Agreement, and such default continues for more than thirty (30) days after written notice that the sum is due;

(b) If either party defaults in the due performance or observance of any covenant or condition or provision under this Agreement, other than the payment of Rent, and such default continues for more than thirty (30) days after written notice of the default from the non-defaulting party, provided that if such default cannot be cured within thirty (30) days, the defaulting party shall have a reasonable period of time (not to exceed one hundred and eighty (180) days) to cure such default so long as the defaulting party commences the cure within thirty (30) days and diligently prosecutes same to completion. If any Event of Default occurs, the party not at fault shall have the right to terminate this Agreement upon thirty (30) days written notice.

(c) The waiver (either expressed or implied by law) by either party of any default of any term, condition or covenant herein contained shall not be a waiver of any subsequent default of the same or any other term, condition or covenant herein contained. No waiver made by either party with respect to performance, or manner or time thereof, of any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligations of the other party, or conditions to its own obligation, beyond those expressly waived, and to the extent thereof, or a waiver in regard to any other rights of the party making the waiver or in regard to any obligation of the other party.

No remedy conferred upon or reserved to the City or the County shall be considered exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute; and every power and remedy given by this Agreement to the City or the County may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the City or the County. No delay or omission of City or County to

exercise any right or power arising from any default shall impair any right or power, nor shall it be construed to be a waiver of any default or any acquiescence in it.

For the purpose of any of the provisions of this Agreement, neither the City (including the City Manager) nor the County (including the County Manager), as the case may be, shall be considered in breach of or in default in any of its obligations under this Agreement in the event of unavoidable delay in the performance of any such obligations due to strikes, lockouts, acts of God, inability to obtain labor or materials, or to settle insurance claims, due to governmental restrictions, enemy action, civil commotion, fire, hurricane, flood, casualty, or other similar causes beyond the reasonable control of a party (collectively "Unavoidable Delay"), but not including such party's insolvency of financial condition, it being the purpose and intent of this Section that in the event of the occurrence of any such Unavoidable Delay the time or times for the performance of the covenants and provisions of this Agreement shall be extended for the period of Unavoidable Delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after such party shall have become aware of such Unavoidable Delay, give written notice to the other party thereof of the cause or causes thereof and the time anticipated to be delayed.

13. RIGHT TO CANCEL BY CITY.

The City reserves the right to cancel, terminate and declare this Agreement null and void, at its option, for any reason whatsoever relating to one or more or to all of the Properties enumerated in Section 1 of this Agreement. Said right shall be exercised by City Commission action only. Notice of the Commission's cancellation or termination shall be given in writing to the County Manager, Stephen P. Clark Center, 111 NW 1st Street, Suite 2910, Miami, Florida 33128 and shall provide an effective date of said cancellation of not less than six (6) months from the date of said notice by the City to the County, unless an earlier date is mutually agreeable. In the event that the City exercises the right to cancel, terminate and declare this Agreement null and void, the City, although not obligated, will nonetheless use its best efforts to provide the County a comparable building within which the County may re-locate the libraries.

14. EMINENT DOMAIN.

In the event any one or more of the buildings and Properties is taken by eminent domain, the City shall have the option of applying the funds received as a result of such proceedings to the acquisition or construction of a comparable library facility in the same general area as the property taken. Such comparable library facility shall thereupon be deemed a portion of the demised Properties as if specifically listed herein. If the City does not exercise this option within one (1) year from the date said funds become available, then and in that event, such funds shall be retained in full by the City.

15. LIBRARY ACCESS

It is agreed that the properties to be used as library facilities shall be open to use by all County residents.

16. CONDITION AND MAINTENANCE OF THE PROPERTIES.

The County accepts the Properties in their "as is" present condition and state of repair, without any representation by or on behalf of the City, and agrees that the City shall, under no circumstances, be liable for any latent, patent or other defects in the Properties.

The County, at its sole cost and expense, agrees to maintain the interior and exterior of the Properties, including but not limited to, Properties used for ingress and egress, in good order and repair at all times, and in attractive, clean, safe and sanitary conditions during its use and occupancy of the Properties and shall cause no waste or injury thereto. This shall include, but not be limited to, the parking areas utilized by the County's motor vehicles (if any), the plumbing and other pipes, all components of the heating, air conditioning and ventilation systems, electrical systems, telephone, gas, public utility systems and lines, parking surfaces, landscaping, fencing, windows, roof, paint and other elements of the structure or structures on the Properties. In the event that any portion of the Properties becomes obsolete or worn out in use so that it can not properly perform its function as intended, then the County shall replace the same at its sole cost and expense.

properly perform its function as intended, then the County shall replace the same at its sole cost and expense.

The County shall be responsible for any and all costs associated with the maintenance, repair and library operations at said Properties, including but not limited to janitorial services and supplies, repair, maintenance, construction/rehabilitation costs, utilities, all occupational and other licenses necessary for the library operations, personnel, equipment, utilities, security and insurance costs incurred for its library operations.

17. ALTERATIONS, ADDITIONS, REPAIRS OR REPLACEMENTS.

Except in the event of an emergency, the County shall not make any alterations, additions, repairs or replacements required or permitted to be performed by County unless and until the County shall have caused plans and specifications therefore to be prepared, at County's sole expense, by an architect or other duly qualified professional and shall do its best efforts to have obtained the approval of the City Manager or his/her designee, within thirty (30) days of the County's request for same, which approval may be conditioned or withheld for any or no reason whatsoever [if said alteration, repair or replacement does not necessitate plans, than such turn-around of the City's approval will be within (14) days]. In the event of an emergency, the County may reasonably proceed to perform such emergency repair work and shall immediately notify the City of such work.

The County shall be solely responsible for applying and acquiring all necessary permits, including but not limited to, building permits. The County shall be responsible for all costs associated with any alterations including, but not limited to design, construction, installation, and permitting costs.

All alterations, additions, repairs or replacements must comply with all statutes, laws, ordinances and regulations of the State of Florida, Miami-Dade County, the City of

Miami and any other agency that may have jurisdiction over the Properties as they presently exist and as they may be amended hereafter. By the installation of any alterations, additions, repairs or replacements, the City shall not be excluded from the Properties. If the City at its option, exercises its right to perform any supplemental alterations, additions, repairs or replacements, the City must request access to the Properties from the County, which request shall not be unreasonably withheld.

18. OWNERSHIP OF IMPROVEMENTS.

As of the Effective Date and throughout the use period, title to the Properties and all improvements thereon shall be vested in the City. Furthermore, title to all alterations made in or to the Properties, whether or not by or at the expense of County, shall, unless otherwise provided by written agreement, immediately upon their completion, become the property of the City and shall remain and be surrendered with the Properties.

19. VIOLATIONS, LIENS AND SECURITY INTERESTS.

The County, at its expense and with due diligence and dispatch, shall secure the cancellation or discharge of or bond off same in the manner permitted by law, all notices of violations arising from or otherwise in connection with County's improvements or operations in the Properties which shall be issued by any public authority having or asserting jurisdiction. The County shall promptly pay its contractors and material men for all work and labor done at County's request. Should any such lien be asserted or filed, regardless of the validity of said liens or claims, County shall bond against or discharge the same within fifteen (15) calendar days of the filing of said encumbrance. In the event the County fails to remove or bond against said lien by paying the full amount claimed, the County shall pay the City, upon demand, any amount paid out by the City, including City's costs, expenses and reasonable attorneys' fees.

The County further agrees to hold the City harmless from and to indemnify the City against any and all claims of any contractor, subcontractor, material man, laborer or any other third person with whom the County has contracted or otherwise is found liable for, in respect to the Properties. Nothing contained in this Agreement shall be deemed,

construed or interpreted to imply any consent or agreement on the part of the City to subject the City's interest or estate to any liability under any mechanic's or other lien asserted by any contractor, subcontractor, material man or supplier thereof against any part of the Properties or any of the improvements thereon and each such contract shall provide that the contractor must insert a statement in any subcontract or purchase order that the contractor's contract so provides for waiver for lien and that the subcontractor, material man and supplier agree to be bound by such provision.

20. CITY'S RIGHT OF ENTRY.

The County shall permit the City and its agents, representatives, employees, and/or designees of the City to enter into the Properties, based upon availability of the same, at all reasonable times upon advance written notice for any reasonable purpose; provided, however, that the City's rights under this Section shall not unreasonably interfere with the operation of the Properties or the performance of the County's obligations under this Agreement.

21. SURRENDER OF PROPERTIES.

Upon the expiration or earlier termination of the Agreement, or the discontinuance of one or more properties for use as library facilities hereunder, the County will surrender the respective Properties in good and a substantial state of repair, reasonable wear and tear excepted, subject to the repair and maintenance obligations provided in Section 16 herein. At the expiration of the lease, additional terms or at the discontinuance in use of one or more of the Properties leased herein, all fixtures and keys relating to any or all of the subject Property or Properties revert back to the City.

22. INDEMNIFICATION.

The City and the County do hereby agree to indemnify and hold harmless each other to the extent and within the limitations of Section 768.28, Fla. Statutes, subject to the provisions of that Statute whereby the City and the County shall not be held liable to pay a personal injury or property damage claim or judgments by any one person which exceeds the sum of $100,000 or any claim or judgments or portions thereof, which, when

totaled with all other occurrences, exceeds the sum of $200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the respective negligence of the County or City.

23. INSURANCE.

County represents that it is self-insured and shall provide evidence of acceptable self-insurance under the laws of the State of Florida to the City's Department of Risk Management. County represents that its self-insurance program covers actions to recover for injury or loss of property, personal injury or death caused by the negligent or wrongful acts or omission of its officers and employees. County further represents that it shall self-insure against any and all damage or destruction to one or more of the subject Properties and any buildings thereon, by any casualty, including but not limited to fire, windstorm and hurricanes.

At its option, the County may procure general liability insurance covering its operations and related liability at the Properties. If the County procures general liability insurance, County shall name the City as an additional insured. If the insurer imposes a charge to name the City as an additional insured, the County shall bear such cost.

Notwithstanding the above, County shall require that third parties using the Properties, if any, furnish the County and the City, evidence of the following insurance coverages unless this requirement is waived in writing by the City Manager:

A. Commercial Liability Insurance on a comprehensive general liability insurance coverage form, or its equivalent, including contractual liability, products and completed operations, personal injury and property and operations coverages against all claims, demands or actions, bodily injury, personal injury, death or property damage occurring on the Property with such limits as may be reasonably required by the City from time to time, but not less than $1,000,000 per occurrence, combined single limit for bodily injury and property damage. The City shall be named as Additional Insured on the policy or policies of insurance. The third party shall also obtain and maintain in force for the length of the agreement, a $1,000,000 Excess Umbrella type policy over and above the base $1,000,000 requirement.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with operations covered by this Agreement. The policy or policies of insurance shall contain such limits as may be reasonably requested by the City from time to time, but not less than $500,000 for bodily injury and property damage. The requirements of this provision may be waived upon submission of a written statement that no automobiles are used to conduct business.

C. Worker's Compensation in the form and amounts required by Florida law.

D. Professional Liability as may be required by the City.

E. The City's Director of Risk Management reserves the right to amend the insurance requirements for both the County and third parties in accordance with reasonable industry practice by the issuance of ninety (90) days prior written notice to the County. The County shall itself provide or require third parties to provide any other insurance or security reasonably required by the City's Risk Management Department.

F. The policy or policies of insurance required shall be so written that the policy or policies may not be canceled or materially changed without thirty (30) days advance written notice to the City. Said notice should be delivered to the City of Miami, Department of Risk Management, 444 SW 2nd Avenue, 9th Floor, Miami, FL 33130 with copy to City of Miami, Department of Public Facilities, 444 SW 2nd Avenue, 3rd Floor, Miami, FL 33130.

G. Current Evidence of Insurance and a Policy of Insurance evidencing the aforesaid required insurance coverage shall be supplied to the Department of Risk Management of the City at least fifteen (15) days prior to the commencement of the third party's usage of the Property. Insurance policies required herein shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength: the company should be rated "A" as to management, and no less than class "X" as to financial strength, in accordance with the latest edition of Best's Key Rating Guide, or the company holds a valid Florida Certificate of Authority and is a member of the Florida Guarantee Fund. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval. Receipt of any documentation of insurance by

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the City or by any of its representatives, which indicates less coverage than required, does not constitute a waiver of the County's obligation to fulfill the insurance requirements herein. The County's failure to require third parties to procure insurance shall in no way release the County from its obligations and responsibilities as provided herein. Failure to require third parties to procure insurance required by this Section shall constitute a default of this Agreement as provided in Section 12 herein, entitled "Event of Default."

If it can be determined that any loss or part thereof, shall be the fault of a third party (i.e. a contractor or contractors, visitors to the building or any other person, persons or organizations) except the City, then and in that event, the County may take all necessary actions to cause such third party to pay such costs and the County shall be responsible for the restoration of any and all losses incurred by the third party, subject to Section 25 herein. In no event shall the City be liable for damage caused to the Property or Properties by fire or other casualty. If no third party or parties shall be found liable or if found liable, but unable to pay damages, then the costs of such repairs shall be ascribed to the County.

24. DESTRUCTION TO PROPERTIES.

The County represents that it has self-insured the Properties occupied by the County. If, in the event of any such casualty to one or more of the subject Properties during the term of this Agreement and the applicable Property or Properties are not rendered wholly unusable, the County shall promptly cause such damage to be repaired at its sole cost and expense to substantially restore the Property or Properties to the condition the Property or Properties were prior to the occurrence of such damage .

In the event the County elects to effect the necessary repairs on one or more of the Properties and any buildings thereon, the full amount of rental payments for the applicable Property or Properties shall continue and the County shall provide substitute library facilities during the period of repair. The responsibility of the County to provide substitute interim library facilities. Said substitute facilities may be mobile libraries.

The City shall not be liable for interruption to the County's business or for damage to or replacement or repair of the County's personal property (including, without

limitation, inventory, trade fixtures, floor coverings, furniture or other property removable by the County) or for damage to or replacement or repair of any improvements installed by County at the property.

25. OPTION TO TERMINATE DUE TO CASUALTY.

If the Property or Properties are (a) rendered wholly unusable, or (b) damaged in whole or in part which exceeds fifty percent (50%) value of the Property or Properties so damaged, or (c) damaged or destroyed in whole or in part during the last three years of the Term, or (d) if the building is damaged to the extent that it cannot be used for the County's intended purpose for a period of ninety (90) or more consecutive days, then either the City or the County may elect to terminate this Agreement by giving to the other party notice of such election within ninety (90) days after the occurrence of such event. If such notice is given, the rights and obligations of the Parties shall cease as of the date specified in such notice, except that the County shall be required, at its sole cost and expense, to demolish the remains of the Properties or Properties so damaged, except that the County shall be required, at is sole cost and expense, to demolish the remains of the Property or Properties so damaged.

Upon termination of this Agreement pursuant to this Section, the County and the City shall be released from any further obligations hereunder, except that such release shall not apply to any sums then accrued or due, or to the County's obligations under Section 21 of this Agreement entitled "Surrender of Properties" or to any obligation otherwise surviving the termination of this Agreement, including but not limited the provisions in Section 10 herein for substitute library facilities in case of discontinuance or termination.

26. NO LIABILITY FOR PERSONAL PROPERTY.

The City and County agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by an means and waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss and damage to such property by any cause whatsoever. City and County hereby waive all

rights of subrogation against each other under any policy or policies they may carry or on property placed or moved on the Properties.

27. SAFETY.

The County will allow City inspectors, agents or representatives the ability to monitor its compliance with safety precautions as required by federal, state or local laws, rules, regulations and ordinances. By performing these inspections, the City, its agents, or representatives are not assuming any liability by virtue of these laws, rules, regulations, and ordinances. County shall have no recourse against the City, its agents, or representatives from the occurrence, non-occurrence, or result of such inspection(s). Upon occupancy of the Properties, County shall contact the City's Risk Management Department to schedule inspection(s).

28. NOTICES.

All notices or other communications which may be given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered by personal service or by certified mail addressed to City and County at the addresses indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served or if by certified mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To City:
City Manager
City of Miami
3500 Pan American Drive
Miami, Florida 33133

With Copies to:
City Attorney
City of Miami
444 SW 2nd Avenue
Suite 945
Miami, Florida 33130

To County:
County Manager
Stephen P. Clark Center
111 NW 1st Street, Suite 2910
Miami, Florida 33128-1994

With Copies to:
Director
Miami-Dade County Public Library System
Main Library
101 West Flagler Street, 3rd Floor
Miami, Florida 33130

Director
Department of Public Facilities
City of Miami
444 SW 2nd Avenue, 3rd Floor
Miami, Florida 33130

Director
Facilities & Utilities Management Division
Miami-Dade County GSA
200 NW 1st Street
Miami, Florida 33128

29. ADVERTISING.

Any existing signage on the Properties shall be deemed approved. The County shall provide and the City shall reasonably allow signage that is in accordance with County branding standards for signage at library facilities. The County shall not permit any additional signs, decoration, or advertising matter to be placed upon the exterior of the Properties without having first obtained the approval of the City's Director of the Department of Public Facilities or his/her designee, which approval may be withheld for any or no reason, at his/her sole discretion. County must further obtain approval from all governmental authorities having jurisdiction, and must comply with all applicable requirements set forth in the City of Miami Code and Zoning Ordinance.

Upon the cancellation of this Agreement, County shall, at its sole cost and expense, remove any sign, decoration, advertising matter or other thing permitted hereunder from the Properties. If any part of the Properties is in any way damaged by the removal of such items, said damage shall be repaired by County at its sole cost and expense. Should County fail to repair any damage caused to the Properties within ten (10) days after receipt of written notice from the City directing the required repairs, the City shall cause the Properties to be repaired at the sole cost and expense of County. County shall pay the City the full cost of such repairs within five (5) days of receipt of an invoice indicating the cost of such required repairs.

MISCELLANEOUS

30. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.

The County shall comply with all sanitary, health and public safety laws and ordinances of the City, and all other applicable laws, ordinances and codes of federal, state and local governments as they apply to this Agreement. The County shall comply therewith as the same presently exist and as they may be amended hereafter.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of any conflict of law or other rules which would require the application of the laws of another jurisdiction.

31. CONFLICT OF INTEREST.

The County is aware of the conflict of interest laws of the City of Miami (Miami City Code Chapter 2, Article V), Dade County, Florida (Dade County Code, Section 2-11.1 et. seq.) and of the State of Florida as set forth in the Florida Statutes, and agrees that it will fully comply in all respects with the terms of said laws and any future amendments thereto.

To the best of their knowledge and belief, City and County both state that no person under their employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect in this Agreement. The County further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to services provided hereunder. Any such conflict of interest(s) on the part of County, its employees or associated persons, or entities must be disclosed in writing to the City.

32. NON-DISCRIMINATION.

County shall not discriminate as to race, color, religion, sex, national origin, age, disability, or marital status in connection with its occupancy and/or use of the Properties and improvements thereon.

33. ADA

County shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of utilizing the Properties, including Titles I and II of the ADA (regarding non-discrimination on the basis of disability) and all applicable regulations, guidelines and standards.

34. AFFIRMATIVE ACTION.

County shall have in place an Affirmative Action/Equal Employment Opportunity Policy and shall institute a plan for its achievement which will require that action be taken to provide equal opportunity in hiring and promoting women, minorities, the disabled and veterans. Such plan will include a set of positive measures which will be taken to insure non-discrimination in the work place as it relates to hiring, firing, training and promotion. In lieu of an Affirmative Action/Equal Opportunity Policy/Plan, County may submit a Statement of Assurance indicating that their operation complies with all relevant Civil Rights laws and regulations.

35. MINORITY/WOMEN BUSINESS UTILIZATION.

The Provider may use its best efforts to purchase/contract fifty-one (51%) of its annual goods and services requirements from Hispanic, Black and Women businesses/Providers registered/certified with the City's Office of Minority/Women Business Affairs. Such lists are available to the Provider at the City's Office of Minority/Women Business Affairs.

36. HAZARDOUS MATERIALS.

The County shall, at its sole cost and expense, at all times and in all respects comply with all federal, state and local laws, statutes, ordinances and regulations, rules, rulings, policies, orders, administrative actions and administrative orders, including, without limitation, any Hazardous Material Laws ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, storage, disposal or

transportation of any flammable explosives, toxic substances or other hazardous, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances", "Hazardous Wastes", "Hazardous Materials" or "Toxic Substances, under any such laws, ordinances or regulations (collectively "Hazardous Materials").

The County shall, at its sole cost and expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Properties required for the County's use, or storage of, any Hazardous Materials in or about the Properties in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon termination or expiration of this Agreement, the County shall, at its sole cost and expense, cause all Hazardous Materials, including their storage devices, placed in or about the Properties by the County or at the County's direction, to be removed from the Properties and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws.

The City acknowledges that it is not the intent of this Article to prohibit the County from operating in the Properties for the uses described in the Section of this Agreement entitled "Purpose". The County may operate according to the custom of the industry, so long as the use or presence of Hazardous Materials is strictly and properly monitored according to, and in compliance with, all applicable governmental requirements. The requirements of this Section of the Agreement shall survive the expiration or termination of this Agreement.

37. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be

obtained from your county public health unit. User may have an appropriately licensed person test the Properties for radon. If the radon level exceeds acceptable EPA standards, the City may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Agreement. In the event that such reduction requires evacuation of any of the Properties, the City shall give the County thirty (30) day's notice, assuming the circumstances of the radon gas finding allow.

38. LITIGATION.

Any dispute herein shall be resolved in the courts of Miami-Dade County, Florida. The parties shall attempt to mediate any dispute without litigation. However, this is not intended to establish mediation as a condition precedent before pursuing specific performance, equitable or injunctive relief.

39. COURT COSTS AND ATTORNEY FEES.

In the event it becomes necessary for the City or County to institute legal proceedings to enforce or interpret the provisions of this Agreement, each party shall pay their respective court costs and attorney fees through all trial and appellate levels.

40. WAIVER OF JURY TRIAL.

The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement for the City and County entering into the subject transaction.

41. NON-WAIVER OF DEFAULT.

Any failure by the City at any time or from time to time to enforce and require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions at any future time and shall not prevent the City from insisting on the strict keeping and performance of such terms or conditions at any later time. No waiver of any right hereunder shall be effective unless in writing and signed by the City.

42. TIME OF ESSENCE.

It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period falls on a weekend or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

43. FURTHER ACTS.

In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties each agree to perform, execute and/or deliver or cause to be performed any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

44. AMENDMENTS AND MODIFICATIONS.

No amendments or modifications to this Agreement shall be binding on either party unless in writing, signed by both parties and approved by the City Manager and County Manager or his/her designee. The City Manager is authorized to make non-substantive amendments or modifications to this Agreement as needed, including the decrease in the number of libraries covered under this Agreement or extensions to this Agreement beyond the initial lease term contemplated in Section 3 herein.

45. SEVERABILITY.

In the event any section, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such section, clause

or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

46. CAPTIONS.

Title and section headings are for convenient reference and are not a part of this Agreement.

47. INTERPRETATION.

This Agreement is the result of negotiations between the parties and has been typed/printed by one party for the convenience of both parties. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction nor that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

48. CONSTRUCTION OF AGREEMENT.

This Agreement shall be construed and enforced according to the laws of the State of Florida.

49. COVENANTS BINDING.

All covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Parties; provided that, the County shall not sublet in whole or in part, nor assign this lease or any part of it, nor grant any concession on the premises, without having first obtained the written authorization of the City Manager of the City, which approval may be conditioned or withheld in the City Manager's sole discretion.

50. ENTIRE AGREEMENT.

This instrument and its attachments constitute the sole and only Agreement of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

51. AUTHORITY.

Each of the parties hereto acknowledges it is duly authorized to enter into this Agreement and that the signatories below are duly authorized to execute this Agreement on behalf of the respective parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year first above written.

CITY OF MIAMI, a municipal Corporation of the State of Florida.

By: _____

Pedro G. Hernandez
City Manager

ATTEST:

By: _____

Priscilla A. Thompson
City Clerk

MIAMI-DADE COUNTY, a political Subdivision of the State of Florida.

By: _____

George Burgess
County Manager

ATTEST:

By: _____

Harvey Ruvin
Clerk of the Court

Approved as to Form and Correctness:

By: _____

Jorge L. Fernandez
City Attorney

Approved as to Insurance Requirements:

By: _____

LeeAnne Brehm, Director
Department of Risk Management

Approved as to Form and Legal Sufficiency:

By: _____

Diamela Del Castillo, Assistant County Attorney

Attachment I

Agenda Item No. 7 (e)(18)
10-19-71

RESOLUTION NO. R-1551-71

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MIAMI AND DADE COUNTY, PROVIDING FOR THE COUNTY TO LEASE, OPERATE AND MAINTAIN TEN (10) LIBRARY FACILITIES FROM THE CITY, AND PROVIDING FOR THE TRANSFER TO THE COUNTY OF THE BOOKS, MATERIALS AND EQUIPMENT CONTAINED IN LEASED PREMISES AND THE FAIRLAWN LIBRARY

WHEREAS, the County Manager has presented to this Board a proposed agreement between Dade County and the City of Miami wherein Dade County agrees to lease, operate and maintain ten (10) library facilities owned by the City, and the City agrees to transfer to the County books, materials and equipment contained in leased premises and the Fairlawn Library; and

WHEREAS, the County Manager has requested this Board to approve said agreement and to authorize its execution,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the agreement between Dade County and the City of Miami, a copy of which is attached hereto and made a part of this Resolution, and the County Manager and the Clerk of this Board are authorized to execute said agreement on behalf of Dade County, Florida, after its execution by the said City.

The foregoing Resolution was offered by Commissioner Alexander S. Gordon, who moved its adoption. The motion was seconded by Commissioner Ben Shepard, and upon being put to a vote, the vote was as follows:

RAG/pd/mck

Earl J. Carroll	Aye
S. A. Dansyear	Aye
Mrs. Stanley (Joyce) Goldberg	Aye
Alexander S. Gordon	Aye
R. Hardy Matheson	Aye
Harvey I. Reiseman	Aye
Ben Shepard	Aye
Edward T. Stephenson	Absent
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 19th day of October, 1971.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

E. B. LEATHERMAN, CLERK

Approved by County Attorney as
to form and legal sufficiency. RAG

By: EDWARD D. PHELAN
Deputy Clerk.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, E. B. LEATHERMAN, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-1551-71, adopted by the said Board of County Commissioners at its meeting held on October 19, 19 71.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 4th day of November, A. D. 19 71.

E. B. LEATHERMAN, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By B. N. Habeke
Deputy Clerk

SEAL

Board of County Commissioners
Dade County, Florida

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1971, between Metropolitan Dade County, a political subdivision of the State of Florida, hereinafter called the "COUNTY", and the City of Miami, a municipal corporation existing under the laws of the State of Florida, hereinafter called the "CITY".

W I T N E S S E T H :

WHEREAS, the City of Miami presently owns and operates a number of libraries within the corporate limits of the City of Miami known as the City of Miami Library System; and

WHEREAS, the names and locations of the libraries in the City of Miami Library System are:

MAIN LIBRARY, 1 Biscayne Boulevard
Allapattah Library, 1799 N.W. 35 Street
Coconut Grove Library, 2875 McFarlane Road
Dixie Park Library, 350 N.W. 13 Street
Edison Center Library, 531 N.W. 62 Street
Grapeland Heights Library, 1400 N.W. 37 Avenue
Lemon City Library, 430 N.E. 61 Street
Little River Library, 160 N.E. 79 Street
Shenandoah Library, 2111 S.W. 19 Street
West Flagler Library, 5050 West Flagler Street;

and

WHEREAS, the Commission of the City of Miami on July 22, 1971, passed and adopted Resolution No. 42709, authorizing and directing the City Manager to take appropriate action to provide for the transfer of the City of Miami Library

System to Dade County, the effective date of said transfer being November 1, 1971; and

WHEREAS, the Commission of Metropolitan Dade County passed and adopted Resolution No. _____ on the 19th day of October, 1971, assuming from the City of Miami the total responsibility for full operation and complete maintenance of the City of Miami Library System.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained to be observed and performed, the parties do hereby consent and agree as follows:

1. DESCRIPTION OF PREMISES:

The City hereby leases to the County, and the County hereby leases from the City, the following ten (10) parcels of real property:

A. Attached hereto as Exhibit 1 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Main Library, 1 Biscayne Boulevard, Miami, Florida.

B. Attached hereto as Exhibit 2 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Allapattah Library,

1799 N.W. 35th Street, Miami, Florida.

C. Attached hereto as Exhibit 3 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Coconut Grove Library, 2875 McFarlane Road, Miami, Florida.

D. Attached hereto as Exhibit 4 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Dixie Park Library, 350 N.W. 13 Street, Miami, Florida.

E. Attached hereto as Exhibit 5 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Edison Center Library, 531 N.W. 62 Street, Miami, Florida.

F. Attached hereto as Exhibit 6 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Grapeland Heights Library, 1400 N.W. 37th Avenue, Miami, Florida.

G. Attached hereto as Exhibit 7 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Lemon City Library, 430 N.E. 61 Street, Miami, Florida.

H. Attached hereto as Exhibit 8 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Little River Library, 160 N.E. 79 Street, Miami, Florida.

I. Attached hereto as Exhibit 9 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the Shenandoah Library, 2111 S.W. 19 Street, Miami, Florida.

J. Attached hereto as Exhibit 10 is a sketch of the location and legal description,

together with a building situate thereon and the machinery and equipment appurtenant thereto, known as the West Flagler Library, 5050 West Flagler Street, Miami, Florida.

2. IDENTIFICATION OF LIBRARY SYSTEM:

The unified library system shall be identified and known as the "Miami-Dade Public Library System."

3. USE OF PREMISES:

The County shall use the leased premises solely and exclusively for library purposes and in the event the County discontinues the use of any one or more of the premises legally described in paragraph 1 A. through J. inclusive for library purposes, then this lease insofar as it applies to such premises shall terminate forthwith and said premises shall immediately revert to the City.

4. MOTOR VEHICLES:

It is expressly understood and agreed by the parties hereto that any and all motor vehicles that were owned and used by the City in connection with the operation of the libraries leased hereunder shall not be included in the books, materials and equipment transferred by the City to the County.

5. TERM:

The term of this lease shall be for a period of thirty (30) years commencing on the 1st day of November, 1971, and terminating on the 31st day of October, 2001, and subject to the terms and conditions contained herein, the parties hereto shall have the right to mutually agree for an extension of this lease on such terms and conditions as are deemed appropriate.

6. RENT:

The County shall pay to the City a yearly rental of ONE ($1.00) DOLLAR, the first payment to be made by the County to the City shall be on November 1, 1971 and on the same date each year thereafter. In accordance with the provisions of Chapter 71-240, Laws of Florida 1971, after the second year of this lease, the rental shall be payable only from funds arising from sources other than ad valorem taxation.

7. MAINTENANCE OF LEASED PREMISES:

The County shall, at its sole cost and expense, maintain both the interior and exterior of the leased premises in the same condition of proper cleanliness, state of attractive appearance and good repair as of the time said leased premises were transferred to the County by the City, reasonable wear and tear excepted subject to the repair and maintenance obligations as provided above including but not limited to parking areas utilized by motor vehicles, and will not suffer or permit any waste or deterioration of the lease premises. This shall include, but not be limited to, the plumbing and other pipes, all components of the heating, air conditioning, ventilating systems, electrical systems, telephone, gas and public utilities' systems and lines, and the landscaping, fencing, windows, paint and other elements of the structure or structures on the leased premises. The County shall maintain at its sole cost and expense, all of the leased premises including, but not limited, to areas used for ingress and egress.

In the event any portion of the leased premises becomes obsolete or worn out in use so that it cannot properly perform its function as intended, then the County shall replace the same at its sole cost and expense.

8. HOLD HARMLESS PROVISION:

The County shall indemnify and save harmless the City against any and all claims, suits, actions, damages or causes of actions arising during the term of this Lease for any personal injury, loss of life, or loss or damage to property sustained in or on the leased premises by reason of or as a result of the County's occupancy, use, activities, and operations thereon, from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and the investigation thereof.

9. RISK OF LOSS:

Subject to all of the other provisions of this Lease, the County agrees to assume all risk of loss, injury or damage of any kind or nature whatsoever to property now or hereafter placed on or within said leased premises, and all risk of loss, injury or damage of any kind or nature whatsoever to the improvements made by the County, or to any goods, chattels, merchandise or any other property that may now or hereafter be placed upon said leased premises, belonging to the County whether said loss, injury or damage results from fire, hurricane, rising water or from any other act of God.

10. ALTERATIONS:

(a) The County shall make no addition, partition, alteration or adjustment to the leased premises or any part thereof, without first having obtained the written consent of the City Manager of the City. All requests by the County shall be in writing and shall include plans and specifications pertaining thereto. The City Manager of the City must authorize any changes or alterations to the leased premises in writing. All work shall be done in a good and workmanlike manner, and the County shall obtain the proper permits from the City.

(b) All alterations, improvements, additions or partitions made or installed by the County shall become the property of the City upon the expiration of this lease. All such alterations or improvements as set forth in this provision shall be made at the County's sole cost and expense.

11. UTILITIES:

County shall pay for all utilities, including but not limited to water, fuel, gas, electricity, telephone and sewerage charges.

12. INSURANCE:

(a) The County shall obtain at its sole cost and expense and maintain, with respect to the leased premises at all times during the term of this lease, Public Liability Insurance covering each library as enumerated in paragraph 1 of this Lease, in amounts of not less then $100,000 per person

and $300,000 each occurrence for bodily injury and $50,000 per occurrence for property damage, and the City shall be named as the insured under the terms of such policy. The parties agree that the County may provide for such insurance in its regular blanket insurance policy. The policy of insurance shall provide that the City be given at least thirty (30) days advance written notice of cancellation of said policy. A certificate of insurance shall be provided to the City. Prior to the execution of this lease, the insurance coverage required herein shall be reviewed and approved by the Director of the Division of Property Management.

(b) The County shall obtain and maintain at its sole cost and expense at all times during the term of this Lease, a standard fire insurance policy on each building and the books and materials contained therein as enumerated in paragraph 1 of this Lease, including the perils of fire, extended coverage, vandalism and malicious mischief for the actual cash value thereof. Said insurance shall name the City as the insured, and the County shall furnish a Certificate of Insurance to the City. All proceeds payable under the policy or policies shall be paid to the City of Miami and Dade County as interests may appear. Said proceeds shall be made available for repair or replacements of the damaged premises except by mutual agreement of the parties. Prior to the execution of this Lease, the insurance coverage required herein shall be reviewed and approved by the Director of the Division of Property Management of the City.

(c) The County shall obtain and maintain at its sole cost and expense, at all times during the term of this Lease, boiler and machinery insurance covering all of the equipment located in each of the library buildings enumerated

in paragraph 1 of this Lease. All proceeds payable under the policy or policies shall be paid to the City of Miami and Dade County as interests may appear. Said proceeds shall be made available for repair or replacement of the damaged premises except by mutual agreement of the parties.

13. PERSONNEL:

The County agrees to absorb all present City of Miami employees who are performing duties pertaining to or involving the transferred libraries as enumerated in paragraph 1 of this Lease, who desire to be transferred to the County. City employees shall be transferred with no loss in seniority and no reduction in salary, and such other rights and privileges in accordance with Resolution No. 30838, adopted on May 20, 1959, and agreed upon between the County and the City.

14. TRANSFER OF BOOKS, MATERIALS AND EQUIPMENT:

The City hereby transfers to the County the ownership of the books, materials and equipment contained in the library building located upon the leased premises as enumerated in Paragraph 1 A. through J. inclusive of this lease and the Fairlawn Library.

15. NEW MAIN LIBRARY:

The County agrees to include a new Main Library at a new location in downtown Miami in its future library capital expansion program which is contemplated for bond financing. Upon completion of the library by the County as provided in this Paragraph, the library building and premises as legally described in Paragraph 1 A. shall

16. MILLAGE:

(a) The parties hereto agree that the City shall eliminate its millage for library purposes in the fiscal year 1971-1972, except for the period from October 1, 1971 through October 30, 1971, to cover the City's library budget until the effective date of this Lease, to-wit, November 1, 1971.

(b) The parties agree that the County shall levy the necessary millage for library service in the new combined district in its 1971-1972 budget and to continue levying a library millage adequate to fund the present City library service at least at its present level.

17. LIBRARY DIRECTOR:

The parties agree that the County shall establish and maintain the new library system as a separate operating department of the County with the present City of Miami Library Director as the new Director, reporting directly to the County Manager.

18. LIBRARY ADVISORY BOARD:

The parties agree that the County will re-organize the present Dade County Library Advisory Board to include three (3) members of the City of Miami Board of Trustees, with the first chairman from the City of Miami Library Board. The City of Miami may maintain its own Library Board in an advisory capacity to insure the continued high level of library service in the City of Miami.

19. COUNTY-WIDE LIBRARY SYSTEM:

The parties agree that the County will continue its efforts to include all municipalities in Dade County in a county-wide library system.

20. TAXES OR ASSESSMENTS:

The County shall assume the entire cost of the operation of the leased premises as enumerated in paragraph 1 of this Lease, and that there shall be no taxes assessed against the City on said premises, and that the County shall assume any such taxes or assessments in the event any are assessed or levied.

21. ASSIGNMENT OF FAIRLAWN LIBRARY LEASE:

The City hereby transfers and assigns to the County that certain Lease dated July 12, 1963 and renewed December 1, 1968 between R.B. Seymour and Virginia Davison as Lessors, and the City as Lessee, subject however to the terms and conditions of said lease.

22. RIGHT TO CANCEL BY CITY:

The City reserves the right to cancel, terminate and declare this lease to be null and void at its option for any reason whatsoever relating to one or more or to all of the libraries enumerated in paragraph 1 of this Lease. Notice of cancellation shall be given in writing by the City Manager of the City by mail to the County Manager, Dade County Courthouse, Miami, Florida and shall provide an effective date

of said cancellation of not less than one year from the date of said notice by the City to the County unless an earlier date is mutually agreeable.

23. RIGHT TO DISCONTINUE BY COUNTY:

The County shall have the option to discontinue the use of one or more of the premises legally described in paragraph 1, A through J inclusive, provided, however, the discontinuance of the use of the buildings or premises for library purposes shall not relieve the County of the obligation to continue library services within the City as provided in paragraph 17 herein. In the event the County exercises this option, the property or properties involved shall immediately revert to the City.

24. ASSIGNMENT OR SUBLETTING:

The County shall not assign this Lease, nor sublet, nor assign any portion of the leased premises, nor grant any concession whatsoever during the term of this Lease without first having obtained the authorization of the City Manager of the City, in writing.

25. LAWS AND ORDINANCES:

The County shall observe all sanitary, health and public safety laws and ordinances of the City.

26. DEFAULT:

In the event County fails to comply with the terms and conditions of this Lease, or fails to comply with the written notice of the City Manager of the City within thirty (30) days thereof given to the County, then the City, at its sole option, and without further notice or demand to the County, may cancel and terminate this Lease, and said lease shall be null and void and of no further force and effect, and the County shall forthwith vacate the premises.

27. SURRENDER OF PREMISES:

The County shall quietly and peaceably deliver the leased premises to the City at the termination of this Lease in as good condition as originally received, ordinary wear and tear excepted, subject to the repair and maintenance obligations provided in Paragraph 7 herein.

28. EMINENT DOMAIN:

In the event any one or more of the buildings and premises is taken by eminent domain, the County shall have the option of applying the funds received as a result of such proceedings to the acquisition or construction of a comparable library facility in the same general area as the property taken. Such comparable library facility shall thereupon be deemed a portion of the demised premises as if specifically listed herein. If the County does not exercise this option within one (1) year from the date said funds become available, then and in that event, such funds shall be paid to the City.

IN WITNESS WHEREOF the parties hereto have, through their proper corporate officials, executed this Lease the day and year first above written.

CITY OF MIAMI, FLORIDA, a Municipal corporation of the State of Florida

By: _____
City Manager

Attest: _____
City Clerk

METROPOLITAN DADE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____
County Manager

Attest:

E. B. LEATHERMAN, CLERK
County Clerk

BY _____
DEPUTY CLERK

PREPARED AND APPROVED BY:

_____
Harold Young
Special Counsel

REVIEWED BY:

_____
Jack R. Rice, Jr.
Assistant Director

APPROVED AS TO FORM AND CORRECTNESS:

_____
Alan H. Rothstein - City Attorney

Atachment II

City of Miami

PEDRO G. HERNANDEZ, P.E.
City Manager

August 23, 2007

Suzet Alvarez–Cleary
Assistant Director
Miami-Dade Public Library Systems
101 W. Flagler Street
Miami, FL 33130

Re: Library Lease with City of Miami

Dear Ms. Alvarez—Cleary

Please be advised that we will be submitting to the Miami City Commission legislation for their approval of the lease with Miami Dade County for its use of eight (8) city-owned properties for the purpose operating libraries. The eight City of Miami properties and the respective library on each is as follows:

1799 NW 35th Street (Allapattah Library)
2875 McFarlane Road (Coconut Grove Library)
350 NW 13th Street (Culmer Library—formerly Dixie Park)
531 NW 62nd Street (Edison Center Library)
430 NE 61st Street (Lemon City Library)
2111 SW 19th Street (Little River Library)
5050 West Flagler Street (West Flagler Library)

The initial lease term will be for fifteen (15) years, with a maximum of three (3) additional five-year terms, with more particulars set forth in the Agreement. We intend to place this item for approval on the October 11, 2007 Miami City Commission agenda.

If you have any questions, please call R. Mark Bertocci, Sr. Project Manager, at (305) 416-1458.

Sincerely,

Laura Billberry, Director
Department of Public Facilities

LB:MV:PK:MB

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