



**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners


**DATE:** July 3, 2012

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

**SUBJECT:** Resolution authorizing the County Mayor to execute an agreement between Miami-Dade County and the town of Bay Harbor Islands to facilitate the reimbursement process for Out of District Library cards issued to residents of Bay Harbor Islands

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The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Co-Sponsor Commissioner Sally A. Heyman.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

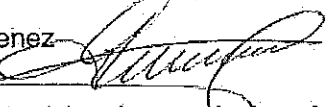
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# Memorandum



**Date:** July 3, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
County Mayor 

**Subject:** Resolution Authorizing Approval of an Agreement Between Miami-Dade County  
and the Town of Bay Harbor Islands to Facilitate the Reimbursement Process for  
Out of District Library Cards

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## Recommendation

It is recommended that the Board approve this agreement with the Town of Bay Harbor Islands to facilitate and streamline the process by which the residents of Bay Harbor Islands receive an Out Of District Library (ODL) Card from the Miami-Dade Public Library System (MDPLS).

## Scope

The scope of the project is limited to the Town of Bay Harbor Islands.

## Fiscal Impact/Funding Source

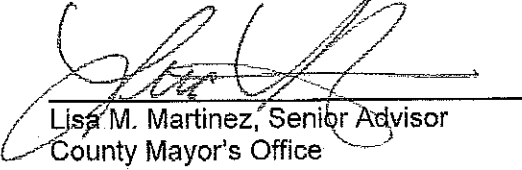
There will be no budget impact to the County. The Town of Bay Harbor Islands will reimburse MDPLS for ODL cards issued to their residents.

## Track Record/Monitor

The Library Department will be responsible for the administration of this agreement. The project manager is Amir Ali, Library Budget and Procurement Coordinator.

## Background

The Miami-Dade Public Library System offers Out of District Library Cards for residents who live outside the Library Taxing District for an annual cost of one hundred dollars (\$100). These ODL cards provide access to all the resources and services provided by MDPLS. For the past several years, the Town of Bay Harbor Islands has been reimbursing its residents who purchase an ODL Card. This agreement will facilitate and streamline the reimbursement process by allowing the Town's residents to receive ODL Cards without prepayment. The Town of Bay Harbor Islands will directly reimburse the MDPLS for the ODL cards issued to the Town's residents. In order to apply for and receive an ODL card, residents will need to provide photo identification and proof of residency, in addition to meeting other criteria applicable to residents of the Library Taxing District for the issuance of a library card from MDPLS.

  
Lisa M. Martinez, Senior Advisor  
County Mayor's Office



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 3, 2012

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

**SUBJECT:** Agenda Item No. 9(A)(4)

Please note any items checked.

- \_\_\_\_\_ **“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**
- \_\_\_\_\_ **Ordinance creating a new board requires detailed County Manager’s report for public hearing**
- \_\_\_\_\_ **No committee review**
- \_\_\_\_\_ **Applicable legislation requires more than a majority vote (i.e., 2/3’s \_\_\_\_\_, 3/5’s \_\_\_\_\_, unanimous \_\_\_\_\_) to approve**
- \_\_\_\_\_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(4)  
7-3-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF BAY HARBOR ISLANDS TO FACILITATE THE REIMBURSEMENT PROCESS FOR OUT OF DISTRICT LIBRARY CARDS ISSUED TO RESIDENTS OF BAY HARBOR ISLANDS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS CONTAINED THEREIN

**WHEREAS,** The Town of Bay Harbor Islands ("Town") is not part of the Miami-Dade Library Taxing District; and

**WHEREAS,** Miami-Dade County ("County") offers an Out of District Library Card ("ODL Cards") to residents that live outside of the Library Taxing District for an annual cost of one hundred dollars (\$100); and

**WHEREAS,** the Town currently reimburses its residents who purchase an ODL Library card; and

**WHEREAS,** the Town and the County seek to facilitate and streamline the reimbursement process by allowing the Town's residents to receive ODL Cards without prepayment by the Town's residents, with the Town to directly reimburse the County's Miami-Dade Public Library System directly for the ODL cards issued to the Town's residents,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board, for the reasons set forth in the recitals above and the accompanying memorandum which are incorporated by reference herein, approves the Agreement between the Town and the County in

substantially the form attached hereto and authorizes the County Mayor or the County Mayor's designee to execute the Agreement and to exercise any cancellation and renewal 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:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> day of July, 2012. 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.



Richard Seavey

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THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE State of Florida, hereinafter the "COUNTY" and the TOWN OF BAY HARBOR ISLANDS, a municipal corporation, hereinafter called the "TOWN."

**WITNESSETH:**

**WHEREAS**, the TOWN is not part of the Miami-Dade Library Taxing District; and

**WHEREAS**, THE COUNTY offers an out-of-district Library Card ("ODL Cards") to residents that live outside of the Library Taxing District for an annual cost of one hundred dollars (\$100); and

**WHEREAS**, THE TOWN currently reimburses its residents who purchase an ODL Card; and

**WHEREAS**, THE TOWN and THE COUNTY would like to facilitate the reimbursement process by allowing the TOWN's residents to receive ODL Cards without pre-payment by the TOWN's residents, with the TOWN to directly reimburse the Miami-Dade Public Library System for the ODL Cards issued to the TOWN's residents.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable considerations, it is expressly understood and agreed:

**ARTICLE I**

**CONSTRUCTION OF INTERLOCAL AGREEMENT**

The word "shall" as used in this Agreement, shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

## ARTICLE II

### **SCOPE AND PURPOSE OF AGREEMENT**

This Agreement is entered into to allow the TOWN to reimburse the COUNTY for ODL Cards issued to residents of the Town by the County subsequent to the Effective Date of this Agreement.

## ARTICLE III

### **RESPONSIBILITY OF THE PARTIES**

- A) Upon the presentation of identification and verification of TOWN residency, the COUNTY will allow residents of the TOWN to apply for, and, if the application is acceptable to the County, the COUNTY will issue ODL Cards to the applicant without pre-payment by the applicant.
- B) The COUNTY will invoice the TOWN on a monthly basis a \$100 fee for each ODL Card issued to residents of the TOWN issued ODL Cards pursuant to this Agreement.
- C) The COUNTY requires that all Library cards be renewed annually to remain active. Each ODL Card holder will be charged the \$100 on an annual basis at the time of renewal. The County will invoice the TOWN for any annual renewals of ODL Cards for Town residents.
- D) Upon the presentation of identification and verification of TOWN residency by a TOWN resident, the COUNTY will provide an ODL Card to the TOWN resident and all members of a household seeking an ODL Card for a fee of \$100 per card.
- E) The TOWN will submit payment to the COUNTY within thirty (30) days of the invoice date for invoices to the TOWN for all ODL Cards issued by the COUNTY to TOWN residents as stated on such invoice.

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## ARTICLE IV

### LIBRARY CARD APPLICATION

TOWN residents will only be able to apply for an out-of-district Library Card at one of the following locations:

- 1) **Sunny Isles Branch Library**  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
305-682-0726
- 2) **Miami-Beach Regional Branch Library**  
227 - 22nd Street  
Miami Beach, FL 33139  
305-535-4219
- 3) **North Shore Branch Library**  
7501 Collins Avenue  
Miami Beach, FL 33141  
305-864-5392

TOWN residents will need to provide photo identification and proof of TOWN residency, in addition to meeting other criteria applicable to residents of the Library Taxing District for the issuance of a library card from the COUNTY, to receive an ODL Card.

## ARTICLE V

### TERM OF THE AGREEMENT

The term of this Agreement shall be effective upon both (1) approval of the TOWN's Council and execution by the TOWN's Manager, and (2) approval by the COUNTY's Board of County Commissioners and execution by the COUNTY MAYOR, and the Agreement shall continue with automatic annual renewal until terminated as provided herein.

Either party may cancel this Agreement by written notice delivered to the other, but such notice must be delivered at least ninety (90) days prior to the effective date of such termination. Notwithstanding the foregoing, any and all payment obligations owed

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on the effective date of the termination by the TOWN to the COUNTY shall continue after the effective date of such termination.

## **ARTICLE VI**

### **HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning of interpretation of any provisions herein.

## **ARTICLE VII**

### **AGREEMENT'S EFFECT ON OTHER AGREEMENTS; ENTIRE AGREEMENT**

This Agreement is supplementary to, and not intended to supersede, any other interlocal agreement entered into by and between the COUNTY and the TOWN. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

## **ARTICLE VIII**

### **REPRESENTATIONS OF THE COUNTY**

The COUNTY represents that (a) this Agreement has been duly authorized, executed under the authority of the Board of County Commissioners as the governing body of The COUNTY, and (b) it has the required power and authority to perform this Agreement.

## **ARTICLE IX**

### **REPRESENTATIONS OF THE TOWN**

The TOWN represents that (a) this Agreement has been duly authorized, executed and delivered by the Governing body of the TOWN, and (b) the TOWN has the required power and authority to perform this Agreement.

**ARTICLE X**

**AMENDMENT TO THE AGREEMENT**

This Agreement may be modified, altered or amended only by a written amendment duly authorized and executed by the Parties.

**ARTICLE XI**

**COUNTERPARTS**

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Mayor or his designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Town of Bay Harbor Islands, Florida has caused this Agreement to be executed in its name by the Town Manager or his designee, attested by the Clerk of the Town Council and has caused the seal of the Council to be hereto attached, all on the day and year written above.

ATTEST:

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

Harvey Ruvin,  
Clerk of the Board

By: \_\_\_\_\_  
County Mayor

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Mayor

ATTEST:

TOWN OF BAY HARBOR ISLANDS,  
FLORIDA, BY ITS COUNCIL

Clerk of the Council  
\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Clerk

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