

MEMORANDUM

Agenda Item No. 9(A)(2)

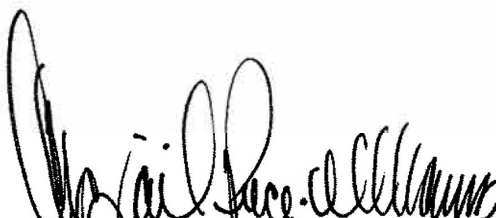
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: April 7, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute the Second Amendment to the 1976 Interlocal Agreement between Miami-Dade County and the City of Homestead (“Second Interlocal Agreement”) related to the provision of library services and the Homestead Library property; authorizing the County Mayor to execute same and exercise all other rights contained therein; authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute a County Deed for the conveyance of the real property; and directing the County Mayor to prepare the applicable budget Ordinance for Fiscal Year 2020-2021 and each fiscal year thereafter in accordance with the Second Interlocal Agreement

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



Abigail Price-Williams
County Attorney

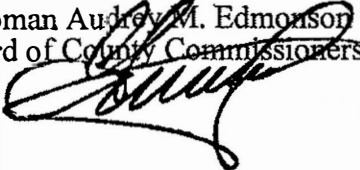
APW/lmp

Memorandum



Date: April 7, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Authorizing Second Amendment to the 1976 Interlocal Agreement
with the City of Homestead

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the Second Amendment to the 1976 Interlocal Agreement (Attachment 1) with the City of Homestead (City) relating to the existing Homestead Branch Library building and real property as well as the provision of library services to the City. This Second Amendment was negotiated between the City and the County and approved by the Homestead City Council on October 23, 2019 (Attachment 2), and authorizes the following amended and new terms:

- The City, at its sole cost and expense, is constructing a new library facility in Homestead and has notified the County that it is exercising its right to cancel the 1976 Amended Interlocal; the cancellation includes the County's occupancy of the existing Homestead Library, the reversion to the City of ownership of the underlying real property, and the City's withdrawal, as of October 1, 2020, from the Miami-Dade Library Taxing District (Library District).
- The County, in exchange for both the City's construction of a new library facility and provision of free access to all current Library District residents will forego its rights to reimbursement for the value of the existing Homestead Library building, as stated in the Amended 1976 Interlocal; the existing Homestead Library Building was opened to the public in 1980.
- The County will continue to operate the existing Homestead Library until completion of construction and commencement of operations by the City at the new library facility; this Second Amended Interlocal includes provisions for continued payment of funds sufficient for continued operations to the County by the City if the City's new library has not commenced operations by October 1, 2020.
- Upon commencement of operations by the City of their new library, the attached Reciprocal Borrowing Agreement (Attachment 1 – Exhibit A) will become effective between the City and the County to ensure continuity in availability and access to free library services to area residents.

Scope

The scope of this item affects the Library District. The existing Homestead Branch Library is located in County Commission District 8, which is represented by County Commissioner Daniella Levine Cava. The new Homestead Library will be located in County Commission District 9, which is represented by County Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

Based on the 2019 tax roll for the City of Homestead, the revenue generated by the City to the Library District is \$848,000. The direct costs to staff and operate the existing Homestead Library is budgeted at approximately \$1.01 million for FY 2019-20. The City will be solely responsible for the revenues and expenditures associated with the new library. Additionally, because the City and the County will be entering into a Reciprocal Borrowing Agreement, residents of both the City and the Library District will benefit from and have continued access to the new library and all MDPLS locations.

As it relates to the value of the existing Homestead Library, the appraised values varied greatly between the City and the County, ranging from -\$100,000 to \$3.5 million. However, because the City is constructing a brand new library that will serve both the Library District and City residents, it is recommended that the County forego any value that may have eventually been agreed to and/or litigated.

Track Record/Monitor

Ray Baker, Director of the Miami-Dade Public Library System, is the contract monitor.

Background

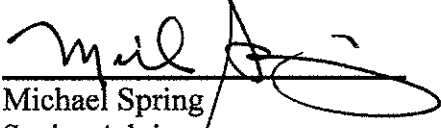
In 1976, Miami-Dade County and the City of Homestead entered into an Interlocal Agreement (Resolution No. R-1185-1976) that established the terms and conditions of the City transferring responsibility for provision of library services to the County as part of the Library District, as well as terms and conditions for the County to design and construct a library on property conveyed at no cost to the County by the City. The site of the existing Homestead Library (770 North Homestead Boulevard), which has been serving this area since the library's opening in 1980, is the remaining occupied building of larger contiguous City-owned parcels (approximately .25 acres) on U.S.1- frontage property. The City initiated discussions with the County related to the possibilities of relocating the existing library to an alternate site. The County and the City made significant progress in reaching acceptable terms and conditions for the County to relocate, to pay for the interior design and buildout of, and, upon completion, to become a tenant and operator at a new facility being constructed by the City.

However, the City ultimately decided not to proceed with the above agreement, and instead to move forward on their own with the design, construction, and eventual operation of their own library. Further to that decision, the City notified the County on March 27, 2019, that they would be exercising their termination rights under the Amended 1976 Interlocal Agreement, effective October 1, 2020. On May 2, 2019, the City was advised that while in receipt of their notice, the County remained open to finalizing the agreement referenced in the paragraph above. Subsequent to that notice, the County and the City proceeded to

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page No. 3

develop this Second Amendment of the 1976 Interlocal Agreement that sets forth the terms and conditions for the transition of services from the County to the City, as summarized in the Recommendation Section of this memorandum and included in full in Attachment 1.

This amendment ensures that there will be continued access and continuity in the provision of free library services in the Homestead area.

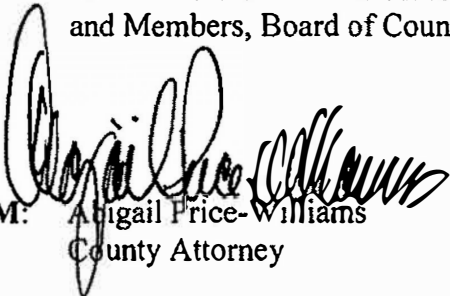

Michael Spring
Senior Advisor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: April 7, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(2)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(2)
4-7-20

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE 1976 INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF HOMESTEAD ("SECOND INTERLOCAL AGREEMENT") RELATED TO THE PROVISION OF LIBRARY SERVICES AND THE HOMESTEAD LIBRARY PROPERTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE A COUNTY DEED FOR THE CONVEYANCE OF THE REAL PROPERTY; AND DIRECTING THE COUNTY MAYOR OR THE MAYOR'S DESIGNEE TO PREPARE THE APPLICABLE BUDGET ORDINANCE FOR FISCAL YEAR 2020-2021 AND EACH FISCAL YEAR THEREAFTER IN ACCORDANCE WITH THE SECOND INTERLOCAL AGREEMENT

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

WHEREAS, the City of Homestead (the "City") adopted a resolution approving the Second Interlocal Agreement with Miami-Dade County for library services on October 23, 2019, which is attached as Attachment 2,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that:

Section 1. This Board finds it is in the best interest of Miami-Dade County to approve the terms of the Second Interlocal Agreement between the City and Miami-Dade County relating to library services and real property at the Homestead Branch Library. A copy of the Second Interlocal Agreement is attached as Attachment 1.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Second Interlocal Agreement in substantially the form attached hereto and to exercise all rights contained therein including all applicable extension and termination rights.

Section 3. The Board authorizes the Chairperson or Vice Chairperson to execute a County deed for the conveyance of real property described in Exhibit B to the Second Interlocal Agreement to the City upon satisfaction of the requirements, terms, and provision of the Second Interlocal Agreement and determination of the County Attorney's Office of the legal sufficiency of said County deed.

Section 4. This Board further directs the County Mayor or County Mayor's designee to prepare the applicable budget ordinance for Fiscal Year 2020-2021 and each fiscal year thereafter in accordance with the terms of the Second Interlocal Agreement.

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

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose "Pepe" Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MJS

Melanie J. Spencer

Second Amended Agreement

This Agreement made and entered into this ____ day of _____, 2019, by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Homestead, a municipal corporation, hereinafter called the "City".

Witnesseth:

WHEREAS, the County currently provides library services to the residents of the City pursuant to the terms and conditions of Resolution No. R-1185-76, approved as amended by the Board of County Commissioners on October 19, 1976 (the "1976 Interlocal"); and,

WHEREAS, the City has notified the County of its intent to both, cancel the 1976 Interlocal and to construct and operate at its sole expense, a new library in the City of Homestead; and,

WHEREAS, the City and the County desire to amend the 1976 Interlocal as it relates to terms and conditions that must survive the cancellation of the 1976 Interlocal.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained therein, and other good and valuable considerations, it is expressly understood and agreed by the County and the City that the following provisions from the 1976 Interlocal Agreement entered into between the Parties dated October 19, 1976, shall remain in full effect, in addition to the new provisions related to the transition of library service in the City of Homestead from the County to the City, all of which shall be controlling upon approval of this Agreement by the Parties:

1. In exchange for the City's construction and operation of a new library facility in the City, the County will forego its rights to compensation for the existing Homestead Library building as provided in Section 11 of the 1976 Interlocal Agreement.
2. Beginning October 1, 2020, the County shall no longer levy the Miami-Dade Library Taxing District millage within the municipal limits of the City. The City will levy future assessments in a manner to be determined by the City in delivering library services to the residents of the City of Homestead.
3. The County will continue to occupy and provide library services at the existing Homestead Library building under the current terms and conditions of the 1976 Interlocal Agreement at least through September 30, 2020.
4. If the City has not commenced operations of their new library by October 1, 2020, the County shall continue to occupy and provide library services from the existing Homestead Library building under the current terms and conditions of the 1976 Interlocal Agreement, with the exception that the City shall pay to the County, on a monthly basis, 1/12th of the value of the certified tax roll in the City of Homestead based on the adopted millage rate for the Miami-Dade Library Taxing District for services rendered by the County to ensure continued availability of library services to the residents of the City.
5. Upon notification by the City in writing that operations in the new Homestead Library have commenced, the attached Reciprocal Borrowing Agreement (Exhibit A), previously executed and agreed to by the Parties, shall become effective and remain in effect in perpetuity.

6. The County shall vacate the existing Homestead Library no later than 3 months after the City has notified the County in writing that the City has commenced operations of the new Homestead Library.
7. The County shall return to the City any remaining books originally conveyed to the County by the City as part of the 1976 Interlocal Agreement book inventory, recognizing that the County is returning all items known to remain from this original collection and that many of the original items were destroyed during Hurricane Andrew, or are no longer suitable due to long-term wear and tear.
8. At the time the City has fulfilled its obligations under this Agreement, including completion of construction of the new library, notification regarding commencement of operations, and full payment of any funds due pursuant to Paragraph 4 above, the County shall convey fee simple title to the City of the existing Homestead Library real property, a legal description of which is attached hereto and made a part hereof (Exhibit B).
9. In the event the City does not proceed with construction and/or operation of the new library, but still desires to cancel the 1976 Interlocal Agreement, the County shall be reimbursed for the value of all property, including but not limited to the existing Homestead library building, as provided in of Section 11 of the 1976 Interlocal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF HOMESTEAD, a municipal corporation of the State of Florida

ATTEST:

By: _____

Elizabeth Sewell, MPA, MMC
City Clerk

By: _____

George Gretsas
City Manager

Approved as to form and legal sufficiency for the use and reliance of the City of Homestead only:

Weiss Serota Helfman Cole
& Bierman, P.L.
City Attorney

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

ATTEST:

HARVEY RUVIN
CLERK OF THE BOARD

By: _____

Deputy Clerk

By: _____

County Mayor or County Mayor's Designee

Approved as to form and legal sufficiency for the use and reliance of Miami-Dade County only:

County Attorney

Attachment 1

Reciprocal Borrowing Agreement Between Miami-Dade County, through its Miami-Dade Public Library System and the City of Homestead

Miami-Dade County, through its Miami-Dade Public Library System (County), and the City of Homestead (City), enter into this Reciprocal Borrowing Agreement (Agreement) which shall become effective October 1, 2020, following both the City's withdrawal from the Miami-Dade Library Taxing District and the City's commencement of operations at the new Homestead Library. The County and the City enter into this Agreement to preserve access to, and maintain continuity in the provision of free public library services throughout Miami-Dade County, and hereby agree as follows:

1. Minimum Standards of Service

- a. The County and the City will adhere to Florida Statute 257.25 related to the provision of Free Library Service which is defined as follows: "Free library service shall constitute as a minimum the free lending of library materials that are made available for circulation and the free provision of reference and information services.
- b. Deliver programs and services at least equivalent to those offered by the County's library system and the other municipal public libraries in Miami-Dade County.

2. Reciprocal Borrowing

- a. The County will continue to serve existing Miami-Dade Public Library System (MDPLS) library cardholders from the City of Homestead and issue MDPLS library cards to City residents at all MDPLS locations.
- b. The City will issue Homestead library cards to non-City residents that live within the boundaries of the Miami-Dade Public Library Taxing District.
- c. Both the County and the City will make available for reciprocal borrowing, free of charge, all circulating physical materials (i.e., print books, DVD's, audiobooks, etc.) available within the library and digital content (i.e., e-books, e-audiobooks, e-magazines, research and learning databases, etc.) via third party digital content platforms and databases that are available to each library's own patrons.
- d. Borrowers will be subject to the rules of the lending library, including the issuance of library cards, and will be responsible for returning materials to any facility of the lending library. Items that are returned to a location other than the lending library will not be considered returned until they are received by the lending library; fines shall accrue if fines are a policy of the lending library. However, the City and the County agree to return any items owned by the other library on a monthly basis.
- e. Fines and fees for overdue, damaged or lost materials will be handled at the lending library.

3. Programs and Events

The County and the City will allow for attendance by each other's patrons at all free programs and events, and to utilize free services made available by the County and the City at their respective library locations.

4. Access to Wi-Fi, Internet, and Computers

The County and the City will each allow the other's patrons free use of Wi-Fi, provide for means of free access to high-speed internet via publicly available technology such as computer

desktops and/or tablets, and provide free access to commonly available software products (i.e., Microsoft Office Suite).

5. Marketing

The County and the City each will include within their respective websites information related to the availability of, and policies for, reciprocal borrowing between the County and the City, and each shall accommodate requests for placement of marketing materials within library locations. Additionally, the County and the City shall each promote and publicize the availability of reciprocal borrowing within library locations and through other media and marketing platforms.

6. Referrals and Holds

The County and the City agree to provide quality customer service to reciprocal borrowing library patrons, including providing assistance with online catalog searches, verifying availability of items, requesting courtesy holds of items at reciprocal borrowing locations, providing information on library card signup, providing directional assistance as needed to locate a reciprocal borrowing location, and providing information on the availability of other resources at reciprocal borrowing locations.

Ray Baker, Director
Miami-Dade Public Library System

Date

Library Director
City of Homestead

Date

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AMENDED
EXHIBIT NO. 1
LEGAL DESCRIPTION

A portion of the North one-half of the Northeast one-quarter, Section 18, Township 57 South, Range 39 East, being more particularly described as follows: Begin at the Southwest corner of the North one-half of the Northeast one-quarter of said Section 18; thence N 08°57'56" E, (Bearings based on Florida Coordinate System, East Zone), along the South line of the North one-half of the Northeast one-quarter of said Section 18, for 311.40 feet to an intersection with the Northwesterly right of way line of U.S. Highway No. 1; thence N 41°15'08" E along said right of way line for 579.17 feet to the point of curvature of a circular curve concave to the Northwest; thence Northeasterly along said right of way, along the arc of said curve having a radius of 2806.93 feet and a central angle of 3°22'02" for 164.96 feet to the Point of Beginning of the following described parcel; thence continue along said right of way line, along the arc of said curve, having a radius of 2806.93 feet and a central angle of 1°37'59" for 80.00 feet; thence N 0°48'50" W for 156.88 feet thence S 89°11'10" W for 320.00 feet; thence N 39°02'26" W for 144.65 feet; thence S 0°48'50" E for 333.65 feet; thence N 89°11'10" E for 360.38 feet to the Point of Beginning; said lands lying and being in the City of Homestead, Dade County, Florida, and containing 2.15 acres more or less.

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2019-10-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE 1976 INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR LIBRARY SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County ("County") currently provides library services to the residents of the City pursuant to the terms and conditions of County Resolution No. R-1185-76, approved as amended by the Board of County Commissioners on October 19, 1976 (the "1976 Interlocal"); and,

WHEREAS, the City has notified the County of its intent to both cancel the 1976 Interlocal and to construct and operate at its sole expense, a new library in the City of Homestead; and,

WHEREAS, the City and the County desire to amend the 1976 Interlocal as it relates to terms and conditions that must survive the cancellation of the 1976 Interlocal ("Amendment"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Amendment Approved. That the Amendment to the 1976 Interlocal with Miami-Dade County, in substantially the form attached hereto as Exhibit "A," is hereby approved.

Section 3. Authorization. That the City Manager is hereby authorized to execute the Amendment, in substantially the form attached as Exhibit "A," together with any non substantial changes deemed necessary by the City Manager, and approved as to form and legal sufficiency by the City Attorney.

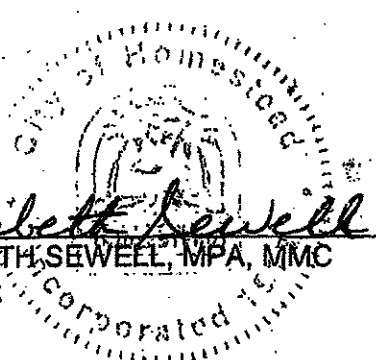

Section 4. Implementation. That the City Manager is hereby authorized to take any and all action necessary to implement the Agreement and the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 23rd day of October, 2019.


STEPHEN R. SHELLEY,
Mayor

ATTEST:



ELIZABETH SEWELL, MPA, MMC
City Clerk

R2019-10-98

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Attachment 2

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Handwritten signature]

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Elvis R. Maldonado
Councilman Larry Roth
8-0

FINAL VOTE AT ADOPTION

Mayor Stephen R. Shelley
Vice-Mayor Jon A. Burgess
Councilwoman Jenifer N. Bailey
Councilwoman Patricia Fairclough
Councilman Jullo Guzman
Councilman Elvis R. Maldonado
Councilman Larry Roth

YES
YES
YES
ABSENT
YES
YES
YES

CELESTINE OSM
Elizabeth Sewell
CITY CLERK
CITY OF HOMESTEAD
DATE: 12/20/19