OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

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

From: George M. Burgess
County Manager

Agenda Item No. 9(A)(3)

Resolution No. R-671-08

Subject: Lease Agreement Between Miami-Dade County and the City of Coral Gables for the Coral Gables Branch Library

---

Recommendation

It is recommended that the Board of County Commissioners approve the attached resolution which authorizes the County Mayor or his designee to execute an Interlocal Agreement between Miami Dade County and the City of Coral Gables. The County presently operates Coral Gables Branch Library of the Miami-Dade Public Library System within a facility owned by the City of Coral Gables. This Interlocal Agreement delineates the areas of responsibility attendant to the County and the City in the operation of the Library.

Scope

The impact of this agenda item is Countywide.

Fiscal Impact

According to the negotiated Interlocal Agreement, the Miami-Dade Public Library System will pay the City of Coral Gables a nominal, annual rental fee of One Dollar ($1.00) for the lease of the facility. The term of the Interlocal Agreement is for a period of 30 years.

Track Record/Monitoring

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

Background

In January 1966 the Board of County Commissioners approved an agreement between Dade County, the City of Coral Gables and the City of Miami for the County to assume, as part of the Miami Public Library System, operations of the Coral Gables Library, which at that time was operated by the City of Coral Gables (Attachment I). On October 19, 1971 the Board of County Commissioners approved an agreement between the City of Miami and Dade County which authorized Dade County to assume operations of the Miami Public Library System (Attachment II).

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 approved on October 19, 1971 should have been renewed by the City in August 2001. A new lease agreement with the City of Miami was approved by the Board of County Commissioners on December 4, 2007.

During the negotiations with the City of Miami it was realized that a separate Interlocal Agreement would need to be developed with the City of Coral Gables to formalize the ongoing partnership between the County and the City. This Interlocal establishes clear responsibility attendant to the County and the

During the negotiations with the City of Miami it was realized that a separate Interlocal Agreement would need to be developed with the City of Coral Gables to formalize the ongoing partnership between the County and the City. This Interlocal establishes clear responsibility attendant to the County and the City in use and operation of the Library facility. The agreement also establishes the cost of the lease and the lease term with options to extend the lease.

This Interlocal Agreement will be presented to the City of Coral Gables Commission on April 29, 2008.

Attachments

Alex Muñoz,
Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: June 3, 2008

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

SUBJECT: Agenda Item No. 9(A)(3)

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)(3)
6-3-08

RESOLUTION NO. **R-671-08**

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES, AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AMENDMENTS AND EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the County Mayor or his designee to execute an Interlocal Agreement between Miami-Dade County and the City of Coral Gables for the provisions of library services, substantially in the form attached hereto, to execute amendments to the Agreement and to exercise the cancellation provision contained therein.

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

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**absent**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of June, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Richard Seavey

LIBRARY INTERLOCAL AGREEMENT

This Library Interlocal Agreement ("Agreement") is executed by and between the City of Coral Gables, a municipal corporation of the State of Florida (the "City") and Miami-Dade County, a political subdivision of the State of Florida (the "County") (collectively, "Parties"), and is entered into this _____ day of _____, 2008.

WITNESSETH

WHEREAS, the Board of County Commissioners has established a Miami-Dade County Branch Library ("Library") within the City, and

WHEREAS, the County presently operates the Library for the use of residents of the City and desires to contract with the City to delineate the areas of responsibility attendant to the City and County in the operation of said Library,

In consideration of mutual covenants contained herein the Parties agree as follows:

1. LEASE OF LIBRARY FACILITY

The City shall lease to the County, and the County shall lease from the City a contiguous space of approximately, but no more than 28,446 contiguous square feet on the ground floor of the Library Building for use as a branch library of the Miami-Dade Public Library System, including the entire grounds inside the sidewalk and to the roadway pavement edge on the Riviera side as well, including the parking lot and garden etc.

a. The County shall pay one dollar ($1.00) per year for the lease of the premise.

b. The term of the lease shall be for a period of 30 years. The parties shall have the right to mutually agree to extend this lease upon the same terms and conditions.

2 OBLIGATIONS OF THE CITY

The City shall ensure the County's quiet enjoyment of the Library.

3. OBLIGATIONS OF THE COUNTY

A. Parking. The County shall be solely responsible to provide the Library with sufficient parking, as required under applicable federal, state and local law and at no cost to the County or to Library patrons. The County's obligation to provide parking shall survive the term of this Agreement and shall continue until such time as the County ceases to operate the Library.

_____
City

_____
County

B. Improvements. Any improvements that may be required by law shall be the responsibility of the County, including compliance with Federal and State Law (i.e. ADA) and:

1. Exterior Maintenance and Repair

The County shall be responsible for maintaining and repairing the Library's exterior, including all exterior electricity and lighting fixtures, any structural maintenance including the roof of the Library, any plumbing and irrigation facilities; hurricane preparedness equipment and facilities using the materials in storage at the Library and other supplemental materials required to protect windows and doors against hurricane force winds; operational outdoor fountains; patio surfaces and walkways. The County may enter into a separate agreement with the City regarding the landscape maintenance of the exterior of the Library. The County may separately contract with the City for any other services.

Changes in the original architectural design and any and all construction shall be performed only after consultation with and consent from the City, with a point of contact designated by the City Manager, which consent shall not be unreasonably withheld. The City shall inspect the aforementioned items annually on or before October 1st. The County shall be responsible for the maintenance of the landscaping on all leased property and that of the adjacent Public Right of Way and a set of landscape maintenance specifications shall be provided to the City for its annual review and approval.

The County may enter into a separate agreement with the City regarding the landscape maintenance of the exterior of the Library. If the County enters into a separate agreement with the City for its landscape maintenance, the City shall review and amend the landscape budget annually on or before July 1st if necessary.

2. Interior Maintenance and Repair

The County, during the life of the agreement, shall be responsible for full maintenance and repair of the interior of the Library, including the maintenance, repair, and replacement of all flooring, wiring, plumbing, HVAC unit(s) or other interior areas, fixtures, furniture, equipment and other facilities. All major repairs shall be performed by the County after consultation with and consent from the City, with a point of contact designated by the City, which consent shall not be unreasonably withheld. Upon the termination of said lease, the County shall return the aforementioned items to the City subject to normal loss and normal wear and tear. The County, during the life of the agreement, shall be responsible for maintaining all existing and future required mechanical systems. The City shall inspect the aforementioned items annually on or before October 1st.

_____
City

_____
County

3. Operation

Miami-Dade County Public Library System will operate the library and will pay the full yearly operating costs. The library will be open six (6) days a week from Monday through Saturday according to the following schedule:

Monday, Tuesday, Wednesday, Thursday	9:30 a.m. to 9:00 p.m.
Friday, Saturday	9:30 a.m. to 6:00 pm

---.

The Library reserves the right to change the operating hours of the branch library as needed, and may be changed at the option of the County without formal amendment of this Agreement. If the Library desires to increase its operating hours, the County may do so after consultation with and consent from the City. The library branch will be operated in accordance with all rules and regulations of the Miami-Dade Public Library System. In addition, the Miami-Dade Public Library System will have control of all operation, use and programming with regards to this library branch. The Library shall comply with the City's noise ordinance.

4. RIGHT TO CANCEL

The terms of this Agreement shall continue unless notice is given by either party to the other at least one hundred eighty (180) days in advance of October 1 of the year to be closed. At the conclusion of this Agreement, the contents of the Library, except for furniture of a historic nature, books and dolls, specifically the original Raggedy Ann and Andy dolls, in the Library of which the City maintains ownership, shall remain the property of the County. At such time as it may become necessary, the Parties may enter into a separate agreement containing provisions for the storage and/or stewardship by the County of all or some of furniture and other items owned by the City (see Exhibit "A" attached hereto for a list of items belonging to the City which remain in the Library). The County Manager and the City Manager shall have the authority to cancel this Agreement in the name of the County and the City respectively.

5. **INDEMNIFICATION.**

The County shall indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000.00, 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 negligence of the County.

The City shall indemnify and hold harmless the County to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby

the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000.00, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of $200,000.00, 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 negligence of the City.

The County shall be responsible for maintaining its self-insurance on both the Building and grounds.

6. LIBRARY ACCESS

It is agreed that the Library shall be open to use by all County residents.

7. NAMING AND SIGNAGE

The Library shall maintain the "Miami-Dade Public Library System Coral Gables Branch" designation at all times during the life of this Agreement. The County shall provide and the City shall allow signage that is in accordance with County branding standards for signage at library facilities and in compliance with the City's standards for signage.

8. COMPLIANCE WITH LAWS

The Parties agree to abide by and be governed by all applicable federal, state, and local laws, including but not limited to the Americans with Disabilities Act.

9. NOTICES

It is expressly understood that the Library Director and the City Manager have the authority to make submissions and provide approvals as required under this Agreement. It is understood and agreed between the Parties that written notice addressed to the following and addresses shall constitute sufficient notice under this Agreement:

To the Library Department:

Raymond Santiago, Director
c/o Miami-Dade County
Library Department
101 W. Flagler Street
Miami, Florida 33130

To City:

David L. Brown,
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

_____
City

_____
County

10. AUTONOMY

The Parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting Parties. It is expressly understood that the City is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents or employees of the County as a result of this Agreement.

11. ENTIRETY OF AGREEMENT

The Parties agree that this Agreement sets forth the entire agreement between the Parties. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by the County Manager and City Manager, or, where appropriate, the Board of County Commissioners and the City Commission.

12. AMENDMENTS

Any amendments to this Agreement must be effected in writing.

13. FORCE MAJEURE.

Neither Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

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

City of Coral Gables

_____
David L. Brown,
City Manager

ATTEST:

_____
Walter J. Foeman
City Clerk

Approved as to form:

_____
Elizabeth M. Hernandez
City Attorney

_____
City

_____
County

Miami-Dade County

Approved as to form and legal sufficiency:

George M. Burgess
County Manager

County Attorney

City

County

Items belonging to the City of Coral Gables located at the Miami-Dade County Library, Coral Gables Branch:

1. Four (4) original City Hall "Throne" Armchairs (red cloth upholstered and wood).
2. Two 92) original wood side chairs, extremely fragile. They have metal tags identifying them as part of the original library furnishings from 1926.
3. Original furnishings given to the City of Coral Gables by Mrs. George E. Merrick (Eunice Peacock) in 1969 including:
   - One (1) library table
   - One (1) mahogany dining room set composed of a bowfront china cabinet, a round dining room table, 3 wood side chairs, and 1 armchair

   NOTE: A number of pieces are missing including a tapestry that hung in Merrick's home on South Greenway Drive, five (5) wooden expansion leaves to the dining room table, three(3) of the wood side chairs.
4. Six (6) ½ inch scale models of Coral Gables and Miami streetcars.
5. One (1) piano (labeled gift of M/M W.L. Philbrick, 1971).
6. One (1) large wood table with a description tag indicating it was used by George Merrick and donated by M/M Frank F. Kredyk, 1970.
7. One (1) model ship model of Spanish Galleon ca. 17th Century, built by M. Bower, 1930. Gift of Ira Arrot, 1944.
8. Two (2) black books of original Coral Gables photographs titled "Coral Gables Miami's Master Suburb Volume I and II" by Dammers and Burnes (part of a series of "Coral Gables, Miami Riviera" photo albums used as promotional material for Coral Gables (extremely valuable).
9. One Hundred Ten (110) fiberglass stacking chairs (circa 1960's).
10. Original book collection of the Library (see attached list)
11. Original Raggedy Ann and Andy dolls (original Johnny Gruelle) donated in 1953.

EXIHIBIT "A"

Nov 29 2007 1:34PM HP LASERJET FAX 305-476-7795 p.2

Location	Book Provenance	Title	Author	Date Published	Notes
Shelf #1					
	Gift 1951	The Islanders	Joseph Auslander & Audrey Wurdemann	1951	
		A Man for the Ages	Irving Batchellor	1919	
		Vivian Grey Vol. 1	Benjamin Disraeli, Earl of Beaconsfield	1904	
		Vivian Grey Vol. 2	Benjamin Disraeli, Earl of Beaconsfield	1904	
		Sybil Vol. 1	Benjamin Disraeli, Earl of Beaconsfield	1904	
		Sybil Vol. 1 / Tancred Vol. 1	Benjamin Disraeli, Earl of Beaconsfield	1904	
		Tancred Vol. 2	Benjamin Disraeli, Earl of Beaconsfield	1904	
	Gift 1962	Coningsby Vol. 2	Benjamin Disraeli, Earl of Beaconsfield	1904	
		Old Creole Days	George W. Cable	1892	
	Gift 1937	Bonaventure	George W. Cable	1888	
	Gift 1953	Roast Beef Medium	Edna Ferber	1913	
	Gift 1938	Sylvie and Bruno	Lewis Carroll	1890	
	Gift 1936	Doctor Claudius	F. Marion Crawford	1883	
		Martin Chizzlewit	Charles Dickens	no date	
		A Christmas Carol / American Notes	Charles Dickens	no date	
		Great Expectations	Charles Dickens	no date	
		Pickwick Papers	Charles Dickens	no date	
Shelf #2					
	Gift 1939	Time Out of Mind	Rachel Fields	1935	Autographed
	Early Gift	The Man who Laughs Vol. 1	Victor Hugo	1889	
	Early Gift	The Man who Laughs Vol. 2	Victor Hugo	1889	
	Gift 1935	The Golden Age	Kenneth Grahame	no date	
	Early Gift	The Long Roll	Mary Johnston, Illus. by NC Wyeth	1911	
	Gift 1934	The Collectors	Frank H. Mather	1912	
		The Gentleman of the Black Stock	Thomas Nelson Page	1900	
		The Gentleman of the Black Stock	Thomas Nelson Page	1902	
	Gift 1936	Gone with the Wind	Margaret Mitchell	1936	First edition
	Early Gift	Eneas Africanus	Harry Stillwell Edwards	1932	
Shelf #3					
	Gift 1930	Guide to the Best Historical Novels & Tales	Jonathan Nield	1929	
	Gift 1934	Arthur's Home Magazine 1868-9			
	Gift 1934	Arthur's Home Magazine Vol 6, July-Dec. 1855			

Gift 1942	Revised New Testament		Signed Nov. 1881	
	Life and Epistles of Saint Paul	Rev. Conybeare & Rev. Howson	1900	
Gift 1962	The Essene Christ	Upton Clay Ewing	1961	Autographed
	Ecce Homo	Roberts Brothers / Seeley	1857	
Gift 1956	The Common Book of Prayer		MLCCCXIIV	
Gift 1933	Concordance to Miscellaneous Writings and Works Other Than Science and Health	Mary Baker Eddy	1915	
Gift 1933	Concordance to Science and Health with Key to the Scriptures	Mary Baker Eddy	1916	

Shelf #4

The Works of Abraham Lincoln Vo. I	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. II	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. III	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. IV	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. V	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. VI	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. VII	John Nicholas and John Hay	1894
The Works of Abraham Lincoln Vo. VIII	John Nicholas and John Hay	1894

CORAL-GABLES

Attachment I

CONTRACT

THIS AGREEMENT made and entered into this 7th day of January, A.D., 1966, by and between DADE COUNTY, a political subdivision of the State of Florida, the party of the first part, hereinafter referred to as "County", and the CITY OF CORAL GABLES, a municipal corporation of Florida, the party of the second part, and the CITY OF MIAMI, a municipal corporation of Florida, and its department known as the Miami Public Library, both the City and Library being considered parties of the third part to this Agreement.

WITNESSETH:

WHEREAS, the County desires to assume the responsibility of providing library services to the residents of the unincorporated area and the cities presently without library services; and

WHEREAS, the City of Coral Gables is presently operating a library for the use of its residents, and desires to contract with County to provide for operation of its library by County; and

WHEREAS, the respective Commissions of the County and the City of Miami have approved an agreement, whereby the City of Miami agrees to furnish library services to the unserved areas of the County and those municipalities which may from time to time enter into agreements with the County to operate their municipal library facilities as part of the County free public library system;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sums of money to be paid hereunder and other good and valuable considerations, it is hereby agreed:

1. The City of Coral Gables agrees to pay to County, which agrees to place in the County Library Fund, an amount not to exceed $70,300, being the cost

of library service for the year ending September 30, 1966. This payment shall become due and payable on the date the City of Miami takes over and handles the library service covered by this contract. It is agreed that the amount to be paid by City of Coral Gables to County shall not exceed $5,858 per month, or part thereof, during which library service is provided.

It is understood and agreed that in subsequent fiscal years (beginning on October 1st of each year), the County will levy a tax for library purposes within the municipal limits of the City of Coral Gables, at the same millage as is levied in other areas of the County library taxing district. The City of Coral Gables, during such period of levy, agrees to discontinue the imposition of any millage and the levy of any tax for library services.

2. The City of Coral Gables agrees to lease to County the sum of $1 per fiscal year, its library facility, furniture and equipment. Should this Agreement be cancelled, such a lease shall likewise be cancelled and become null and void.

3. The City of Coral Gables agrees to provide to the County its present book stock for continued use in its library, and County agrees to supplement this stock by books purchased from the County Library Fund. Upon cancellation of this Agreement, the library book collection belonging to the City of Coral Gables as of the effective date of this contract shall be returned to said City. The City of Miami agrees that, during the life of this Agreement, it will keep and maintain, protect and preserve, not only the books, but the furniture, equipment and other facilities turned over to it by the City of Coral Gables, from day to day in good and first class condition judged by first class library operating standards and that upon the termination of said lease, it will return the items mentioned to the City of Coral Gables subject only to normal loss, normal wear and tear and the updating of the book collection. The County agrees to maintain, during the life of this Agreement, all risks insurance, subject to standard exclusions, on the building and all contents thereof, including books.

4. It is agreed that said library and its facilities shall be open to use by County residents (as that term is defined in the contract between the County and the City of Miami dated January 7 1966) and that residents of the City of Coral Gables may have the same rights and privileges in the use of libraries as are granted to other County residents taxed for library service by the County.

5. (A) The County agrees to accept all library employees of the City of Coral Gables working for the City of Coral Gables upon the effective date of this Agreement as County employees under contract for the term of this Agreement. The City of Coral Gables shall bill the County monthly for the cost of salaries and fringe benefits for such employees and shall be responsible for disbursing salary payments. The cost of salaries and fringe benefits for such employees shall not exceed the amount appropriated by the Board of County Commissioners for this purpose. The County guarantees that the amount appropriated shall not cause any loss of compensation for such employees from the amount paid on the effective date of this Agreement.

(B) The City of Miami agrees to utilize the services of the employees of the City of Coral Gables referred to in Paragraph 5 (A) within the County or Miami Public Library system during the term of this Agreement, with work assignments to be designated by the City of Miami.

6. All provisions of the Agreement between the County and the City of Miami approved by the Board of County Commissioners by Resolution No. 11540 that read "South Miami" are hereby amended to read "South Miami and Coral Gables". In particular, this clause amends Paragraphs B (1) and B (3) of said Agreement.

7. This Agreement becomes effective upon the execution by all parties, with the understanding that library service under this Agreement shall be commenced by the City of Miami within ninety (90) days and that the sum agreed herein to be paid - or its proper proportion, shall then be paid to County.

8. This Agreement shall remain in effect until cancelled in accordance with the terms of the following paragraph:

9. Any party may cancel this contract by written notice delivered to the others, but such notice must be delivered at least one hundred eighty (180) days prior to October

1st of each year, said cancellation to take effect on October 1st. It is further understood and agreed that in the event the City of Coral Gables shall cancel this contract, any unused portion of payment made by it to County shall be returned to said City, promptly.

IN WITNESS WHEREOF the parties have caused these presents to be duly executed by their respective officers as of the day and year first above written, and representing, each to the other, that its execution is lawful and by and with full authority in and to them so to do.

(SEAL)

ATTEST:

By: _____

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

(SEAL)

ATTEST:

By: _____
Loretta V. Sheehy
City Clerk

Authority of Resolution No. 11793, passed and adopted by the Commission of the City of Coral Gables, December 21, 1965

CITY OF CORAL GABLES

By: _____
L.W. Robinson, Jr.,
City Manager

(SEAL)

ATTEST:

By: _____
City Clerk

CITY OF MIAMI, A MUNICIPAL
CORPORATION

~~CITY OF MIAMI PUBLIC LIBRARY~~

By: _____
The City Manager of the
City of Miami

Attachment II

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/mk

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. H. Wabeke
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