

# Memorandum



Date: June 3, 2008

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

From: George M. Burgess  
County Manager  


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

Agenda Item No. 9(A)(3)

## 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

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



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Alex Muñoz,  
Assistant County Manager

Approved \_\_\_\_\_ Mayor

Agenda Item No. 9(A)(3)

Veto

6-3-08

Override

RESOLUTION NO.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3<sup>rd</sup> 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: \_\_\_\_\_  
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.

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.

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**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 1<sup>st</sup>. 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 1<sup>st</sup> 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 1<sup>st</sup>.

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### 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

## **City**

**County**

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

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**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**

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David L. Brown,  
City Manager

ATTEST

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Walter J. Foeman  
City Clerk

Approved as to form

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Elizabeth M. Hernandez  
City Attorney

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County

**Miami-Dade County**

Approved as to form and legal sufficiency:



**County Attorney**

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**George M. Burgess**  
**County Manager**

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**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 (2) 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)  $\frac{1}{2}$  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. 17<sup>th</sup> 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.

**EXHIBIT "A"**

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Location	Book Provenance	Title	Author	Date Published	Notes
Shelf #1					
	Gift 1951	The Islanders A Man for the Ages Vivian Grey Vol. 1 Vivian Grey Vol. 2 Sybil Vol. 1 Sybil Vol. 1 / Tancred Vol. 1 Tancred Vol. 2	Joseph Auslander & Audrey Wurdemann Irving Batchelor Benjamin Disraeli, Earl of Beaconsfield Benjamin Disraeli, Earl of Beaconsfield	1951 1919 1904 1904 1904 1904 1904	
	Gift 1962	Coningsby Vol. 2 Old Creole Days	George W. Cable	1904 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 Martin Chizzewell A Christmas Carol / American Notes Great Expectations Pickwick Papers	F. Marion Crawford Charles Dickens Charles Dickens Charles Dickens Charles Dickens	1883 no date no date no date 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 1858-9			
	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	1900
Gift 1982	The Essene Christ	1961 Autographed
	Ecce Homo	1857
Gift 1956	The Common Book of Prayer	MLCCCXIV
	Concordance to Miscellaneous Writings and	
Gift 1933	Works Other Than Science and Health	
	Concordance to Science and Health with Key	1915
Gift 1933	to the Scriptures	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

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