

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI BEACH**

This Amended and Restated Interlocal Agreement (“Agreement”) is entered into this ____ day of _____, 2020, between Miami-Dade County, a political subdivision of the State of Florida (the “County”) and the City of Miami Beach, a municipal corporation of the State of Florida (the “City”) (County and City each, a “Party” and collectively, the “Parties”).

WITNESSETH

WHEREAS, on June 20, 1986, the County and the City entered into an Interlocal Agreement related to the County’s provision of library services within the City, approved via County Resolution No. R-1003-86 and City Resolution No. 86-18488, as amended by the First Amendment to Interlocal Agreement, approved by County Resolution No. R-82-06 and City Resolution No. 2005-26060, and the Second Amendment to Interlocal Agreement, approved by County Resolution No. R-102-14 and City Resolution No. 2013-28371 (collectively, as amended, the “Original Interlocal”); and

WHEREAS, many of the obligations in the Original Interlocal related to the initial transfer of the former City-operated libraries to the County’s Library System have been met, including provisions with respect to the County’s hiring of former City library employees and the like; and

WHEREAS, the Original Interlocal further provided the County with the right to lease certain City-owned library facilities for nominal rent of \$1 per year, solely for the provision of continued library services; and

WHEREAS, pursuant to the Original Interlocal, the County leased and operated the City-owned North Shore Branch Library, located at 7501 Collins Avenue (the “North Shore Branch Library” or “Existing North Shore Branch Library”); and

WHEREAS, the City, as a result of its voter-approved 2018 General Obligation Bond program, will be moving forward with the design and construction of a project entitled “72nd Street Community Complex Project,” to be located at 299 72nd Street, Miami Beach, Florida, which proposes the inclusion of a new library facility as described in paragraph 18 of this Agreement, to replace the Existing North Shore Branch Library (“New Library”); and

WHEREAS, the County, has been working with the City on the planning and programmatic elements for the New Library, and supports the relocation of the Existing North Shore Branch Library and inclusion of the New Library as part of the 72nd Street Community Complex Project; and

WHEREAS, this Amended and Restated Interlocal Agreement replaces in its entirety the aforementioned Original Interlocal, incorporating the terms and provisions that

will continue to remain in effect, updating various terms and provisions, and incorporating the necessary terms, provisions, and exhibits related to the County's and the City's responsibilities in the design, construction, and eventual operation by the County of the New Library, as well as County's obligations in surrendering and vacating the Existing North Shore Branch Library upon completion of the New Library.

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

1. Premises:

(a) Subject to the terms and conditions of this Agreement, the City agrees to lease to the County, for one dollar (\$1.00) per year, those City properties located at:

(i) 227 22nd Street, known as the "Miami Beach Regional Library," inclusive of all furniture, fixtures, and equipment purchased by the City as part of the turnkey construction of this facility; and

(ii) 7501 Collins Avenue, known as the "North Shore Branch Library," provided, however, that in accordance with Section 18(e) of this Agreement, County agrees to vacate and surrender the North Shore Branch Library premises within 180 days following the City's delivery of the Relocation Notice to the County; and

(iii) The New Library (upon completion of construction thereof, as part of the 72nd Street Community Complex Project at 299 72nd Street), subject to the terms and conditions set forth in paragraph 18 and Exhibit "A" of this Agreement; and

(iv) 131 Alton Road, Unit CU-2, known as the "South Shore Branch Library" (collectively, the "Leased Premises.")

The Leased Premises shall be used solely for library services, and in the event the County ceases to use such Leased Premises for this purpose, or builds or leases a new or replacement library facility in the City, then, upon such cessation of use or occupation of new premises, the use of said described property shall revert immediately to the City.

(b) The City retains the right to close or to relocate any of the existing Leased Premises being utilized by the County as library facilities to other locations, provided that the City shall pay all reasonable costs to relocate the library and its contents, and further provided that for any new location, the site and/or location, as well as the design and programmatic elements are approved by the County Director of Libraries, in accordance with the same process utilized in Section 18(b) of this Agreement with respect to the County's approval of the Program Scope and Library Specifications for the New Library. In the event the City closes one of the City-owned properties without relocating it within a reasonable period, this Agreement shall be subject to cancellation, at the option of the County but such cancellation shall be deemed a City cancellation for the purpose of paragraph 16.

2. **Term:** The term of this Agreement shall be effective upon approval by both the Miami-Dade Board of County Commissioners and the City of Miami Beach Commission and shall continue until terminated as provided herein, subject to the terms and conditions contained herein.

Either party may cancel this contract by written notice delivered to the other, 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.

3. **Access:** The Leased Premises (including any future library facilities in the City that may be replaced, relocated, or newly constructed by the City in accordance with this Agreement), shall be open to use by all residents of the County library taxing district and the County's Reciprocal Borrowing Partners. Residents of the City shall have the same rights and privileges in the use of other County libraries, Reciprocal Borrowing Partner libraries, and services as are granted other County residents taxed for library services by the County. The County's current Reciprocal Borrowing Partners include the libraries in the Cities of Hialeah, Homestead, North Miami, and North Miami Beach.

4. **Service and Hours of Operation:** The County will continue to provide library services and amenities to the City at a level consistent with the level of service, staffing, and hours of operation provided throughout the Miami-Dade Public Library Taxing District, subject to the availability of funding to the entire Miami-Dade Library Taxing District, which is approved annually by the Miami-Dade Board of County Commissioners. Miami-Dade Public Library System library locations will be operated in accordance with all rules and regulations of the Miami-Dade Public Library System.

5. **Tax Funding:** The County agrees to levy the same millage within the municipal limits of the City as in other areas of the Miami-Dade Public Library Taxing District.

6. **Maintenance:** The County shall, at its sole cost and expense, maintain, repair and replace both the interior, exterior, plant and equipment, and grounds (as applicable) of the Leased Premises in the same condition of proper cleanliness, state of attractive appearance of good repair as of the time said Leased Premises were transferred to the County by the City, reasonable wear and tear excepted. The County's maintenance obligations herein shall include any maintenance, repair or replacement work that may be required in connection with any forty (40) year recertification of any of the Miami Beach Regional Library (and subsequent ten (10) year re-certifications thereafter). With respect to maintenance or repairs of the common areas or exterior of the South Shore Branch Library and the New Library, the County shall pay for its proportionate share of common area expenses for maintenance and repairs related to the South Shore Branch Library or New Library (as such may be further delineated in an amendment to this Agreement prior to the County's relocation to the New Library).

7. **Indemnification:** The County does hereby agree to indemnify and hold harmless the City to the extent and within the limitations of Section 768.28 Fla. Stat.,

subject to the provisions of that 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 \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the County.

The City does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that 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 \$200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City.

This Paragraph 7 shall survive termination of this Agreement.

8. Alterations: The County shall make no addition, partition, alteration or adjustment to the Leased Premises or any part thereof in excess of \$20,000, without first having obtained the written consent of the City Manager or City Manager's designee. All requests by the County shall be in writing and shall include plans and specifications pertaining thereto. The City Manager or City Manager's designee shall authorize any changes or alterations to the Leased Premises in writing, with such authorization to not be unreasonably delayed, withheld, or denied. All work shall be done in a good and workmanlike manner, and the County shall obtain the proper permits from the City or permitting authority of jurisdiction.

9. Utilities: The County shall pay for all utilities for the operation of the Leased Premises, including but not limited to water, fuel, gas, electricity, internet, telephone and sewerage charges, stormwater, unless such utilities are otherwise included as part of common area maintenance charges paid by the County to the City at any of the Leased Premises.

10. City Ordinance: The County shall observe all sanitary, health and public safety laws and ordinances of the City in connection with its use of the Leased Premises and provision of library services within the City.

11. Eminent Domain: In the event any one or more of the Leased Premises is taken by eminent domain, the City shall have the option of applying the funds received as a result of such proceedings to the acquisition or construction of a comparable library facility on a site which shall be approved by the County Director of Libraries. Such comparable library facility shall thereupon be deemed a part of the Leased Premises as if specifically listed herein. If the City does not exercise this option within one (1) year from the date said funds become available, or the proceedings received by the City for such eminent domain proceedings are insufficient to pay for the cost of a comparable library facility, then and in that event, this Agreement shall be subject to cancellation, at the option

of the County, and such cancellation shall be deemed a County cancellation for the purposes of paragraph 16.

12. Cost of Operations: The County shall assume the entire cost of the operation of the Leased Premises as identified in paragraph 1 of this Agreement, and that there shall be no taxes assessed against the City on said premises, and the County shall assume any such taxes or assessments in the event any are assessed or levied. Specifically, as it relates to the South Shore Branch Library at 131 Alton Road, the County is responsible for payment of all fees charged by the Courts of South Beach Condominium Association (Association), including condominium maintenance fees, periodic assessments, and any other fees charged by the Association.

13. Substituted Services: The County shall have the option to discontinue the use of one or more of the premises or services described elsewhere in this Agreement; however, the discontinuance of use of the buildings or premises for library purposes shall not relieve the County of the obligation to continue the level of library services within the City as provided in paragraph 4 herein. In the event the County exercises this option, the property or properties involved, as described in paragraph 1, shall immediately revert to the City.

14. Assignment: The County shall not assign this Agreement, nor sublet, nor assign any portion of the Leased Premises, nor grant any concession whatsoever during the term of this Agreement without first having obtained the authorization of the City Manager of the City, in writing. The County and the City recognize the existing concession/café area and adjoining courtyard at the Miami Beach Regional Library is a potential amenity for library patrons, residents, and visitors, and the County shall have the right to secure an appropriate Tenant/Operator for this space, which Tenant/Operator shall be subject to the reasonable approval of the City Manager. The County shall assume full responsibility for Tenant/Operator's use of the concession area/courtyard and shall be responsible for all taxes and/or impositions resulting from such use, if any.

15. NOT USED.

16. Cancellation:

(a) In the event of cancellation by the County, the City shall retain the Leased Premises and all fixed improvements and additions thereto; the County shall retain and remove all furniture, equipment and materials that it owns, including, but not limited to books and related items from the library's collection provided by the County during the period of this Agreement.

(b) In the event of cancellation by the City, the City shall reimburse the County for the value of all fixed or permanent improvements made by the County to the Leased Premises. Such property which the County may acquire from the City at no cost or nominal cost, the County shall convey to the City at the same nominal cost. The value of the fixed improvements made by the County to the Leased Premises (the Library Improvements) to be reimbursed by the City to the County, shall be determined by

agreement of the parties hereto, based on a straight line amortization over the useful life of the fixed/permanent improvements. By way of example, if the County's cost of the Library improvements was \$30,000, and the useful life is ten (10) years, if the City cancels this Agreement at the end of the third year following County's installation of the Library improvements, then the City shall reimburse the County the amount of \$21,000 (\$30,000 divided by 10 years equals \$3,000 per year; \$3,000 times seven (7) years remaining useful life equals \$21,000). If such agreement cannot be reached, then such value shall be determined by appraisal. The value of such Library improvements shall be determined, based upon the method above, as follows:

(i) Each party shall appoint one (1) qualified MAI building appraiser, and the value to be paid by the City to the County shall be the average of the two appraisals on the Library improvements and the average of the two MAI building appraisals, provided the difference of the appraisals shall be within ten percent (10%) of the highest appraisal.

(ii) If the appraisals are not within ten percent (10%) of the highest appraisal, then said appraisers as appointed by the two governing bodies shall jointly meet and shall each appoint a third appraiser and the average of the two (2) closest appraisals shall be final and binding upon the parties hereto.

Upon the expiration of the one hundred eighty (180) days' notice of cancellation of this Agreement, as further described in paragraph 2, and upon ascertainment of the value of the improvements to the property to be reimbursed to the County by the City, the City shall pay to the County the total amount due to Miami-Dade County.

17. Miami-Dade Public Library Advisory Board: It is understood and agreed that the City Manager's rights, pursuant to County Ordinance 86-65, to recommend two membership positions to the Miami-Dade Public Library Advisory Board continues in effect.

18. Terms Related to the New Library and Existing North Shore Branch Library Relocation:

(a) City's 72nd Street Community Complex Project. The City shall be solely responsible for the development, design and construction of the 72nd Street Community Complex Project (the "Project"), at its sole cost and expense. The Project site is located at 299 72nd Street and is currently used as a municipal surface parking lot. The City anticipates that the Project will include various programmatic elements, such as a 500 space parking structure, a 50-meter competition pool with support amenities, a 25-meter multi-purpose pool, a 5,000 SF commercial/retail area, a 7,500 SF fitness center, a 5,000 SF community center, a hardened fire and police operations room, 60,000 SF of active green space, a jogging path, and subject to the terms herein, a New Library (as described below). The final programmatic elements for the Project are subject to funding availability, design discussions with the to-be-selected Design/Builder, and approval by the City Mayor and City Commission.

(b) Program Scope and Library Specifications. The County agrees to the Program Scope for the New Library, a copy of which is attached hereto as **Exhibit "A."** to serve as preliminary design guidance for the Design/Builder. The Program Scope includes:

(i) The New Library shall have 7500 gross square feet (SF), with a program based on the following minimum areas:

1. Entrance Lobby/Guest Services, 575 SF;
2. Multipurpose community meeting room/study room, 950 SF;
3. Young adults and children room, 1445 SF;
4. Main reading room/library collections, 1945 SF;
5. Digital Media/technology and innovation lab, 1445 SF;
6. Staff office, lounge area, separate mechanical, data room, janitorial, 1140 SF; and
7. Restrooms as required by code.

(ii) In addition to the foregoing, as part of the Project, the New Library shall have the opportunity to use a community meeting room of approximately 2,500 square feet, to be located at the roof/aquatic level of the Project, subject to scheduling availability in coordination with City's Parks and Recreation Department. The schedule for the use of the community meeting room may be updated on a regular basis on mutual agreement of the City Parks Director and the appropriate County library representative, as needed. The City and the County shall aspire to coordinate and collaborate in developing programming and events for the benefit of residents and users of the Project.

(iii) The City shall incorporate the County library specifications attached hereto as Exhibit "B" (the "Library Specifications") as part of the City's design and construction documents for the Project.

(iv) County and City hereby acknowledge and agree that the preliminary Program Scope and Library Specifications shall form the basis for the City's procurement and construction of the New Library. The County, shall be provided with copies of the architectural and engineering plans at each stage of design and included at each stage of the design process for the New Library to provide input, feedback, and comments to the design/build team to ensure the design is developed in accordance with the Program Scope and Library Specifications, with such input, feedback, and comments to not be unreasonably withheld or denied. Once the final plans and specifications (the "Final Design") for the Project are complete, the City shall provide the County with the opportunity to review the Final Design, for the limited purpose of verifying that the Final Design reasonably incorporates the County's input provided during the design process, to ensure the final design has been completed in accordance with the Program Scope and Library Specifications; the County's confirmation of the foregoing shall not be unreasonably withheld. In the event the City does not receive any objection to the Final Design within fourteen (14) business days following receipt by County, the Final Design shall be deemed approved, and the City shall proceed to obtain final bidding for the Project based on such Final Design.

(v) The City shall construct the New Library in accordance with the Final Design, as provided herein. Once the Final Design is approved, should County desire modifications to the Program Scope or Library Specifications, the City shall obtain the contractor's change order proposal for all labor, materials and other costs related to such scope changes, provided that the County shall be solely responsible for the incremental costs thereof. If the City requires modifications to the Project that reduce or impact the Program Scope or Library Specifications, then in such event, any such modification shall require County's approval, provided that such approval shall not be unreasonably withheld.

(c) County's Responsibility for Library Contents.

(i) For the avoidance of doubt, as part of its construction of the Project, the City shall provide for, at its sole cost and expense, all permanent fixtures, carpeting/flooring, and wiring and connectivity infrastructure set forth in the Library Specifications. However, that the City shall not be responsible for, and shall have no obligation with respect to, any items not permanently affixed to the Project, including, without limitation, the purchase, or replacement of, any existing equipment, servers, computers, telephones, furniture, counters, shelving, library collection materials and other holdings, contents or personality (collectively, the "Library Contents").

(ii) The County, at its sole and absolute discretion, shall determine whether and to what extent it elects to transfer its Library Contents from the Existing North Shore Branch Library to the New Library as part of the Project, or whether it elects, at its sole cost and expense, to upgrade its Library Contents as part of the relocation to the New Library, with such Library Contents becoming the sole ownership of the County.

(d) Project Timeline. The City estimates that the Project will be completed in 2023. The City will provide a schedule to the County with the estimated milestone dates for the Project's development and for approvals that may be necessary by the County and the City for the New Library. The City shall notify the County once construction of the Project has commenced, and will include the County in construction meetings, site visits, provide the County with regular updates to the Project schedule, including, but not limited to, an anticipated date for obtaining a temporary certificate of occupancy and/or final certificate of occupancy for the Project.

(e) Relocation Notice/Surrender of Existing North Shore Branch Library Premises. As the Project approaches completion, the City shall provide County with 180 days prior written notice to relocate to the New Library (the "Relocation Notice"). Subject to City's reimbursement of County's costs for the relocation to the New Library as provided herein, at the conclusion of the 180 day notice period provided in the Relocation Notice, the County shall vacate, quit and surrender the Existing North Shore Branch Library premises to the City, broom clean, and in good order and condition (excepting ordinary wear and tear).

(f) City's Reimbursement of Library Relocation Costs.

(i) Within thirty (30) days following the County's receipt of the Relocation Notice, the County shall provide the City with its estimated budget for relocation costs. The form of the budget, with all of the relevant line items, is attached hereto as Exhibit "C," and shall include all of County's estimated costs for load-in, load-out, breakdown, and set up for all Existing North Shore Branch Library equipment and contents, moving and transportation costs, cleaning costs, and costs of removal and disposal of surplus or abandoned Library contents (the "Relocation Budget").

(ii) The final Relocation Budget shall be subject to approval by the County and the City (by and through the City Manager). As required under the Interlocal Agreement, the City shall reimburse and/or pay for all costs in accordance with the final approved Relocation Budget. City's reimbursement shall be made within thirty (30) days following County's submission to the City of all supporting documentation related to the reimbursement, including proof of payment of vendors.

(g) New Library/Amendment to Agreement. Any supplemental terms and conditions with respect to the County's use of the New Library shall be memorialized in an amendment to this Agreement. Such additional terms and conditions may include any operational issues specific to the New Library, such as provisions necessary to memorialize the possible subdivision of the Project as a condominium (if the City determines it is necessary to do so), employee parking spaces to be provided as part of the Project, operating hours for the New Library, use of the community room, the County's pro rata share of common area maintenance expenses, and the like.

(h) Utilities / Close Out. County shall be responsible for timely closing utility accounts for the North Shore Branch Library, and for creating utility accounts for the New Library. The Parties shall cooperate with each other, and shall exercise good-faith diligent efforts, to successfully relocate the County to the New Library and to minimize interference with each Party's ongoing operations.

19. Police Substation at Miami Beach Regional Library: Pursuant to Resolution R-82-06, the County and City agreed that a Police Substation could be incorporated into the Miami Beach Regional Library in a space designated by the Library Director under the following terms and conditions:

(a) County agrees to guarantee the City twenty-four (24) hour access to the Police Substation located in Room Number 202 (Conference Room A).

(b) City agrees to maintain the space designated for the Police Substation in a neat and orderly manner and shall assume all costs of providing furniture, fixtures, and equipment for the Police Substation space.

(c) City agrees to be fully responsible for the installation, maintenance and security of the network infrastructure for the Police Substation.

(d) County agrees to provide all day to day maintenance for the Police Substation during the Police Substation's hours of operation, including, but not limited to, routine cleaning, trash and garbage pick-up, etc., but the County's maintenance responsibilities shall be only to the extent of similar maintenance services provided by the County hereunder with respect to its maintenance and operation of the Regional Library facility.

(e) County shall be responsible for design and installation of signage for the Police Substation, with such signage comports with the City's signage standards. The City shall provide to the County the proper logo and wording for such signage.

(f) City will provide the County with a key for access to the Police Substation, to be used by the County only in the event of an emergency.

The County and City agree that the City shall occupy the Police Substation within two years from the date of adoption of this Agreement. If the City fails to occupy this space as a Police Substation within said time, the County shall have no further obligation to reserve this space for use as a Police Substation and may proceed to utilize this space for other library purposes. However, if the County has not proceeded to utilize this space for other library purposes, the City may reclaim the space as a Police Substation upon one hundred eighty days' written notice of its intent to utilize the space. In such event, the County shall provide the space to the City no later than one hundred eighty days following receipt of such notice from the City.

20. Book Drops: The County shall provide, and the City shall allow for, the installation of exterior, free-standing book drops at each library location, in a location that is mutually agreeable to the parties, and, accessible for library patrons to return library materials 24 hours per day, 7 days per week.

21. Library Employee Parking: The City provides parking at designated parking facilities for library staff working at the three (3) locations for the Leased Premises, with approximately forty-four (44) library staff receiving a City parking permit (registered electronically through City's Parking Department) at no charge to either the library staff or the County.

(a) The City shall continue the existing arrangement to provide parking for library staff working at the three (3) locations for the Leased Premises, at no charge to the library staff or the County, for a total of up to ~~sixty-five (65)~~ parking passes, in the aggregate, with such parking passes provided via an electronic parking permit, access card, or any such other access control system as the City may implement from time to time. With respect to the library staff at the New Library, the City shall provide parking for library staff

Commented [RB1]: We have increased days of service and operating hours at North Shore and South Shore as of June 8th, so, we have an additional shift working at our locations and respectfully would request to increase to up to 65 passes as a baseline. Thanks!

within the parking garage where the New Library will be located. With respect to the Miami Beach Regional Library, the aforementioned passes shall include access to the new Colling Park parking garage located at 23rd Street and Liberty Avenue.

Commented [RB2]: Added this sentence to see if it is a possibility. Being right across from the library, this would be great for our staff, especially since so many of our staff have had car break-ins and vandalism to their vehicles. I appreciate your consideration.

(b) Any parking passes for additional library staff in excess of the sixty-five (65) parking passes provided pursuant to this Section shall be subject to availability and approval by the City Manager, which approval shall not be unreasonably denied or withheld.

22. Signage and Naming: The County shall provide, and the City shall allow, signage that is in accordance with both, County branding standards and code provisions for signage at Library facilities, as well as applicable City code provisions for exterior signage. For the future North Shore Library, the City shall incorporate exterior and interior wayfinding signage to ensure access to the library.

23. Entirety of Agreement: The Parties agree that this Agreement and Exhibits hereto set forth the entire agreement between the Parties, with respect to the use of library facilities. No promises or understandings, other than those stated in this Agreement, exist between the parties. None of the provisions, terms or conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by the County Mayor and City Manager, or where appropriate, the Board of County Commissioners and the City Commission.

23.24. Governing Law: This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract, proper venue thereof will be in Miami-Dade County.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI-DADE COUNTY
a political subdivision of the State of Florida

By its Board of County Commissioners:

BY: _____
Deputy Clerk

BY: _____
Mayor
Miami-Dade County

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

BY: _____
City Clerk

BY: _____
Dan Gelber
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney