

Memorandum



Date: October 3, 2019

Agenda Item No. 8(N)(4)

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to execute a Master Interlocal Maintenance Agreement between Miami-Dade County and the City of Miami for the improvements to be undertaken by the County for The Underline Project within the Right-of-Way of the City of Miami

Resolution No. R-1065-19

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and authorize the County Mayor or County Mayor's designee to execute the Master Underline Maintenance Interlocal Agreement (Maintenance Agreement) between Miami-Dade County (County) and the City of Miami (City). The Maintenance Agreement will allow the County to build improvements within the City's right-of-way in connection with The Underline project in exchange for the County's agreement to maintain those improvements itself or through third parties. The accompanying resolution authorizes the County Mayor or County Mayor's designee to bring new areas within the scope of the Maintenance Agreement as The Underline is constructed.

Scope

This project area associated with the Maintenance Agreement is in County Commission District 5, which is represented by Commissioner Eileen Higgins and County Commission District 7, which is represented by Commissioner Xavier L. Suarez. The Underline, however, is an asset of countywide significance.

Fiscal Impact/Funding Source

The Maintenance Agreement will have no additional fiscal impact to the County. Specifically, the Maintenance Agreement allows the County to delegate maintenance obligations to a third-party maintenance organization. On February 6, 2018, the Board adopted Resolution No. R-120-18, approving an agreement between the County and The Underline Management Organization, Inc. (Management Organization) for the management, maintenance, and operation of The Underline. The Management Agreement allows the Department of Transportation and Public Works (DTPW) to delegate maintenance obligations to the Management Organization.

The Maintenance Agreement does not obligate the County to undertake construction within the City's rights-of-way; any construction costs would be funded through other agreements that would be subject to this Board's approval. For instance, the construction of the improvements depicted in Exhibit A-1 to the Maintenance Agreement are within the scope of the Phase 1 construction agreement approved by this Board through Resolution No. R-1020-

18, which construction costs were funded through a combination of State, County, and City funds.

Track Record/Monitor

Irene Hegedus, Chief of Transportation Enhancements for DTPW, will be responsible for overseeing the implementation of the Maintenance Agreement and monitoring any third-party contractor's compliance with the maintenance standards contained in the Maintenance Agreement.

Background

The Underline is transforming ten miles of County-owned land below the Metrorail, starting from the Miami River to the Dadeland South Metrorail Station, into an urban mobility corridor as part of the County's regional framework of greenways, trails and other public spaces. Once completed, the off-road urban trail facility will provide alternative modes of transportation access and recreational amenities.

Approximately 50 percent of The Underline Project is in the City. The City has agreed to support the project and has allowed for select improvements related to the elements of The Underline project to take place within the City's rights-of-way from the south side of the Miami River to the City's southern boundary at approximately the intersection of Orange Street and SW 38 Avenue.

There are approximately four segments within the City. Construction of Phase 1, The Brickell Backyard, started in December 2018 and is expected to be completed by the end of June 2020. Procurement of Segment 2 is underway and construction is estimated to commence in September 2020. Planning of Segments 3 and 4 is estimated to start in May 2020.

Each of these phases, and future phases, will involve some construction within the City's rights-of-way. The City is requiring that the County (either itself or through a third-party maintenance organization) agree to maintain any improvements done within the City's rights-of-way through this Agreement. Also, this Maintenance Agreement and the accompanying resolution will allow the County and City to add new areas to its scope as The Underline is developed and additional portions of the City's rights-of-way are impacted.



Jennifer Moon
Deputy Mayor

**MASTER UNDERLINE MAINTENANCE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY**

This Master Underline Maintenance Interlocal Agreement (“Agreement”) is entered into this ___ day of _____, 2019 between the City of Miami, Florida and Miami-Dade County, Florida (each a “Party” and, collectively, the “Parties”) in accordance with the terms and conditions set forth herein.

WHEREAS, Miami-Dade County (“County”) requests permission to implement and maintain select improvements related to the elements of The Underline (“The Underline”) open space recreational project (“The Underline Project Improvements”) to be generally located on the City of Miami’s (“City”) Rights-of-Way along the Rapid Transit Zone within the public road rights-of-way (excluding the presently existing Miami-Dade Transit Metrorail corridor itself) beginning from the south side of the Miami River to the City’s southern boundary at approximately the intersection of Orange Street and SW 38 Avenue more particularly depicted in Composite Exhibit “A” attached and incorporated (the “Total Underline Projects Improvements Area within the City and the City’s Rights-of-Way”) ; and

WHEREAS, the City and County are mutually desirous of providing for the implementation and maintenance of The Underline Project Improvements on the Total Underline Improvements Area within the City’s Rights of Way by entering into this interlocal agreement pursuant to Section 163.01, Fla. Stat.; and

WHEREAS, the initial portion of The Underline Project Improvements, known as the “Brickell Backyard”, is set forth in Exhibit “A-1”, attached and incorporated, representing work to be undertaken by the County from the south side of the Miami River to the south side of Coral Way (SW 13th Street) within the Total Underline Projects Improvement Area within the City’s Rights-of-Way; and

WHEREAS, from time to time the County and the City may need to add subsequent portions of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City’s Rights-of-Way by supplementing and adding to this Agreement new exhibits (A-2, A-3, A-4, etc.) as work progresses; and

WHEREAS, the Federal Transit Administration has issued a letter of consent for the overall Underline project, attached and incorporated as Exhibit “B”; and

WHEREAS, as a further demonstration of the City’s funding support for The Underline Project Improvements to be undertaken by the County within the Total Underline Projects Improvements Area within the City’s Rights-of-Way, the Miami City Commission (“City Commission”) previously has passed Resolutions R-15-0371, adopted September 10, 2015, R-16-0409, adopted September 8, 2016, and R-17-0143, adopted March 23, 2017; and

WHEREAS, the City and the County desire to enter into this Agreement allowing the County to implement and maintain The Underline Projects Improvements within the Total Underline Projects Improvements Area within the City’s Rights-of-Way; and

WHEREAS, as attached and incorporated in Composite Exhibit "C", (a) the Board of County Commissioners by its Resolution _____ adopted _____, 2-019 has authorized (i) the County to enter into this Agreement, and (ii) the County Mayor to undertake from time to time the necessary project supplements and amendments to this Agreement; and (b) the City Commission by its Resolution R-19-_____, adopted _____ 2019, has authorized the City Manager to negotiate and execute, in a form acceptable to the City Attorney: (i) this Agreement and (2) from time to time the necessary project supplements and amendments to this Agreement;

NOW, THEREFORE, in consideration of the covenants herein provided, the County and the City agree as follows:

1. The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. To the extent the County implements the Underline Project Improvements in the Total Underline Projects Improvements Area within the City's Rights-of-Way in attached Composite Exhibit A and such necessary project supplements and amendments thereto in accordance with Section 8 of this Agreement, the County agrees to maintain, as reasonably determined to be necessary by the Parties, the Underline Project Improvements for the as shown on the plans attached as Exhibit "A-1" and subsequent "A-2, A-3, A-4," etc., subject to the approval of the City Manager or his/her designee both as to The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way, and any permits required in connection with the installation thereof. In no event shall the level of maintenance required exceed the maintenance provided by the City to similar infrastructure located in the general vicinity of The Underline Project Improvements. The County's failure to maintain The Underline Project Improvements may result in the termination of this Agreement at the sole discretion of the City upon thirty (30) days' written notice from the City to the County, provided that no termination shall be effective unless the County is given sixty (60) days' prior written notice during which the County may cure any defaults, unless such default may not be reasonably cured within sixty (60) days in which case this Agreement may not be terminated as long as the County is able to provide evidence of reasonable efforts to cure the alleged default. A termination pursuant to this paragraph shall be limited to any of The Underline Project Improvement(s) within the Total Underline Projects Improvements Area within the City's Rights-of-Way that have not been maintained in accordance with this Agreement.

3. To the extent allowed by Florida Statutes Section 768.28, the County does hereby agree to indemnify and hold the City harmless from any and all liability for personal injury/property damage that may arise by virtue of the County's negligent implementation or failure to maintain The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way. To the extent the County contracts with a third-party contractor for the maintenance of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way, the County shall require said third-party contractor (or the third-party contractor's subcontractor) to maintain insurance providing coverage for any claims or demands arising out of or relating to the contractor's (or its subcontractor's) maintenance of The Underline Project Improvements within

the Total Underline Projects Improvements Area within the City's Rights-of-Way, which insurance shall name the City of Miami as an additional insured. To the extent the County contracts with a third-party contractor for the implementation of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way, said third-party contractor shall be required to maintain the bond required under Florida Statutes Section 255.05 or provide an alternate form of security in conformity with that statute.

Nothing contained herein shall constitute a waiver of sovereign immunity by any of the Parties to this Agreement as it may be applicable nor a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

4. This Agreement is intended to be in place for the duration of the existence of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way and governs only The Underline Project Improvements that are located within City-owned rights-of-way. Except in the case of default, this Agreement shall only be terminated by mutual agreement of the Parties. In the event of mutually agreed upon termination, unless the City elects to keep The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way and assume all responsibility therefor, the County shall restore the areas to the condition existing before the implementation of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way. Any of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way that are considered impractical to be removed shall remain the County's responsibility to maintain, unless otherwise provided for in the Parties' agreement regarding mutual termination. Impracticality of removal of any of The Underline Projects Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way shall be determined jointly by the Parties and shall include, but not be limited to, any removal which would unduly impact neighboring property or City infrastructure in the rights-of-way.

5. The City agrees that the County may delegate its obligations under this Agreement to a third-party, in which case the City shall provide any notices required under this Agreement to the third-party designated by the County with a copy to the County. Notwithstanding the County's delegation of its obligations under this Agreement to a third-party, the County shall: (1) remain responsible for the completion of any of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way, once construction of The Underline Project Improvements has commenced; (2) require its third-party maintenance contractor to maintain The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way in accordance with the City's reasonable requests under Section 1 of this Agreement; and (3) retain the right to terminate this Agreement under paragraph 4 of this Agreement. Should the County delegate its obligations under this Agreement to a third-party, the County shall assign to the City all of its rights for insurance, bonds for construction, payment and performance, and any escrowed funds held by the County in connection therewith. The County's delegation to a third-party of its maintenance obligations under this Agreement shall not discharge the County from its

performance obligations under this Agreement vis-à-vis the City and , in the case of such a delegation by the County, the City shall have the right to address any non-performance by the County's third-party contractor against the County in accordance with paragraph 2.

6. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, return receipt requested, or by Federal Express, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To County: Miami-Dade County
Stephen P. Clark Center
111 Northwest 1st Street, 29th Floor
Miami, Florida 33128
Attn.: County Mayor

With a copy to: Department of Transportation and Public Works
Overtown Transit Village
701 Northwest 1st Court, 17th Floor
Miami, Florida 33136
Attn.: DTPW Director

To City: City of Miami
3500 Pan American Drive
Miami, Florida 33133
Attn: City Manager

With copies to: City of Miami City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, FL 33130

And

Department of Resilience and Public Works
444 SW 2nd Avenue, 8th Floor
Miami, FL 33130
Attn: Director

This Agreement shall be in effect as of the date executed by both Parties below, which shall be a date occurring after this Agreement is approved or authorized by the Board of County Commissioners and City Commission.

7. The City and County may modify this Agreement to add necessary supplements and amendments to The Underline Project Improvements within the Total Underline Project Improvements Area within the City's Rights-of-Way by mutual written consent given by the

County Mayor and the City Manager or their respective designees. Any new Underline Project Improvements within the Total Underline Project Improvements Area within the City's Rights-of-Way that the Parties agree to supplement and amend this Agreement shall be identified in separately numbered addenda to Exhibit A-1 (e.g. Exhibit A-2, A-3, A-4, etc.) which exhibit(s) shall contain a similar level of detail identifying new Underline Project Improvements within the Total Underline Project Improvements Area within the City's Rights-of-Way as the first Exhibit A-1 attached to and incorporated by this Agreement. The Parties obligations with respect to those additional Underline Project Improvements within the City's Rights-of-Way shall commence as of the date of each addition to and supplement of this Agreement. Such exhibits shall be subject to the approval of the City's Department of Resilience and Public Works or successor department as to any technical requirements, which approval the City agrees will not be unreasonably withheld.

8. Nothing in this Agreement shall be construed as a waiver or limitation on the City's regulatory powers over those portions of The Underline over which the City has regulatory authority, which areas are the City-owned rights-of-way reflected in Composite Exhibit A hereto. Relatedly, nothing in this Agreement shall be construed so as to expand the City's regulatory authority to areas of The Underline (or improvements thereon) that are not within the City's existing regulatory authority or to grant the City the power to issue approval in its proprietary capacity over improvements to The Underline that are not located on the City-owned rights-of-way. For the avoidance of doubt, the County reserves all of its existing regulatory and proprietary rights with respect to The Underline.

9. A breach of this Agreement by the City or by the County shall not constitute a breach of any other agreement between the City and the County, and remedies for breach of this Agreement provided herein are the sole and exclusive remedies available to the City and the County. To the extent the County, in accordance with paragraph 5 of this Agreement, tenders its maintenance obligations hereunder to a third-party, the foregoing sentence shall not be construed as a waiver of any remedies granted to the County against said third-party under the agreement to which the County transferred its maintenance obligations.

Signed this ____ day of _____, 2019, in Miami-Dade County, Florida.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

Deputy Clerk

By its Board of County Commissioners

Carlos A. Giménez, Mayor

Date: _____

Approved as to form and legal sufficiency:

Assistant County Attorney

ATTEST:

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

Todd B. Hannon, City Clerk

Emilio T. Gonzalez, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Anne-Marie Sharpe
Risk Management Director

Composite Exhibit A – Total Underline Project Improvements Area within the City and the
City's Rights-of-Way

Exhibit A-1 – Brickell Backyard Project

Exhibit B- Federal Transit Administration Consent Letter

Composite Exhibit C – Board of County Commissioners Resolution _____ and City
Commission Resolution No. R-19-_____

EXHIBIT A

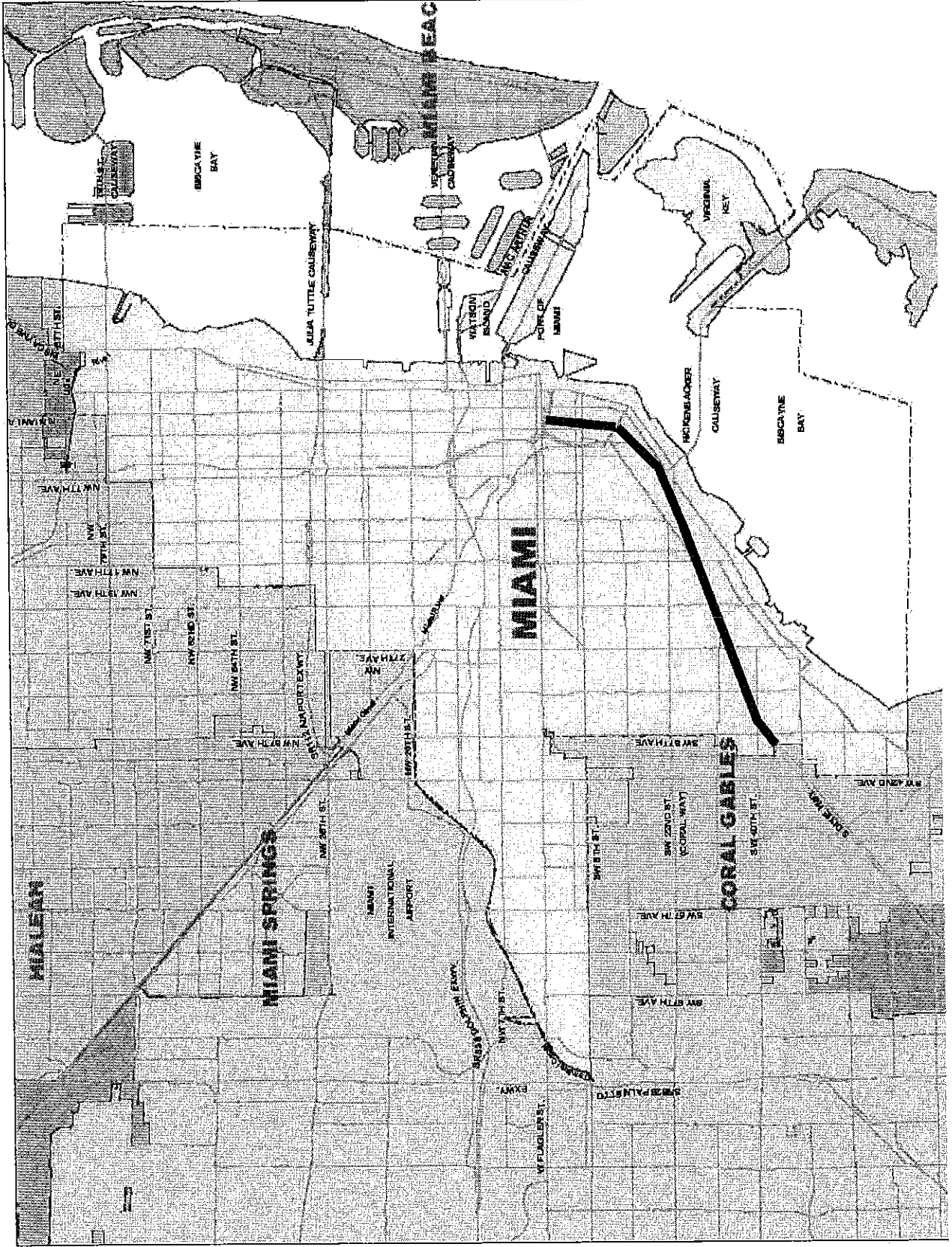


EXHIBIT A-1



miamidade.gov

Transportation and Public Works
Office of the Director
Overtown Transit Village
701 N.W. 1st Court • 17th Floor
Miami, Florida 33136

April 18, 2018

City of Miami
Mr. Juvenal Santana
Director of Public Works Department
444 SW 2nd Ave
Miami, FL 33130

**Re: Maintenance Agreement between the City of Miami and Miami-Dade County
Improvements within the City of Miami Right-of-Way between the Miami River and
SW 13th Street.**

Dear Mr. Santana,

This document provides a detailed list of the improvements for implementation and maintenance by Miami-Dade County in relation to The Underline Project – Phase 1 between the Miami River and SW 13th Street.

The list below correlates to the diagrams accompanying this list.

1. Three (3) – 30" PVC Drain Basins (S-34, S-35 and S-36) with H-10 pedestrian grates as shown on sheet C-506
2. 40 LF of 15" HDPE storm pipe and fittings between S-34 and DW-6 as shown on sheet C-506
3. One (1) - Drainage Well (DW-6) – 6'W X 8' L X 9.1'H baffled structure with manhole covers and 24" steel casing as shown on sheet C-506
4. 255 LF of 15" HDPE storm pipe and fittings between DW-6 and S-39 as shown on sheet C-506
5. A Total of 10,271 sf in sidewalk geometry bump-outs:
 - i. 470 sf at the northeast corner of SW7th Street. The bump out includes a new sidewalk, ADA Tactile warning strips at ramps and Underline pavement markings as illustrated on sheet L-101.
 - ii. 3,196 sf along the eastern edge of SW 1st Court between SW8th to SW7th Streets. Bump out includes a new 5-foot wide sidewalk, a new planting bed with palm trees and understory planting, ADA Tactile warning strips at ramps and Underline pavement markings. Two FPL poles will be relocated to this area. See L-102.



EXHIBIT A-1

Transportation and Public Works
Office of the Director
Overtown Transit Village
701 N.W. 1st Court • 17th Floor
Miami, Florida 33136

Mr. Juvenal Santana
Page 2

- iii. 6,320 sf of along the eastern edge of SW 1st Court between SW10th and SW11th Streets. Bump out includes a new sidewalk, a new planting beds with trees and understory planting, Underline pavement markings and a very small portion of the Underline path including a ramp to connect to future on-road bicycle lanes. Area also includes 4 dedicated parking spaces for MDT personnel. See sheets L-104 and L-105.
 - iv. 285 sf of new sidewalk along southern edge of SW13th Street. See sheets L-107.
6. Replacement in kind of 1580 sf sidewalk along western edge of SW1st Ave and the in introduction of 418 sf of new planting bed with three trees and understory planting within this sidewalk. See sheet L-102.
 7. 318 SF of new planting and soils and two boulders located between the MDT ROW and the existing Southside Park fence. See sheet L-106.
 8. 76 SF of a concrete walkway connecting SW12th Street to the Underline path, surrounded by 284 sf of new planting. See sheet L-107.

These items will be maintenance by Miami-Dade County until that responsibility is assumed by a third party or until the Maintenance Agreement is terminated.

Please review the list and accompanying diagrams. Once your review is complete, please let us know so that we can incorporate these items as part of the Maintenance Agreement for the on-going Underline Project.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Hegedus", written over a light-colored background.

Irene Hegedus
Chief of Transportation Enhancements
Miami-Dade County
Department of Transportation and Public Works
701 NW 1st Court, Suite 1700
Miami, Florida 33136
786-469-5395
ihgedus@miamidade.gov

EXHIBIT A-1

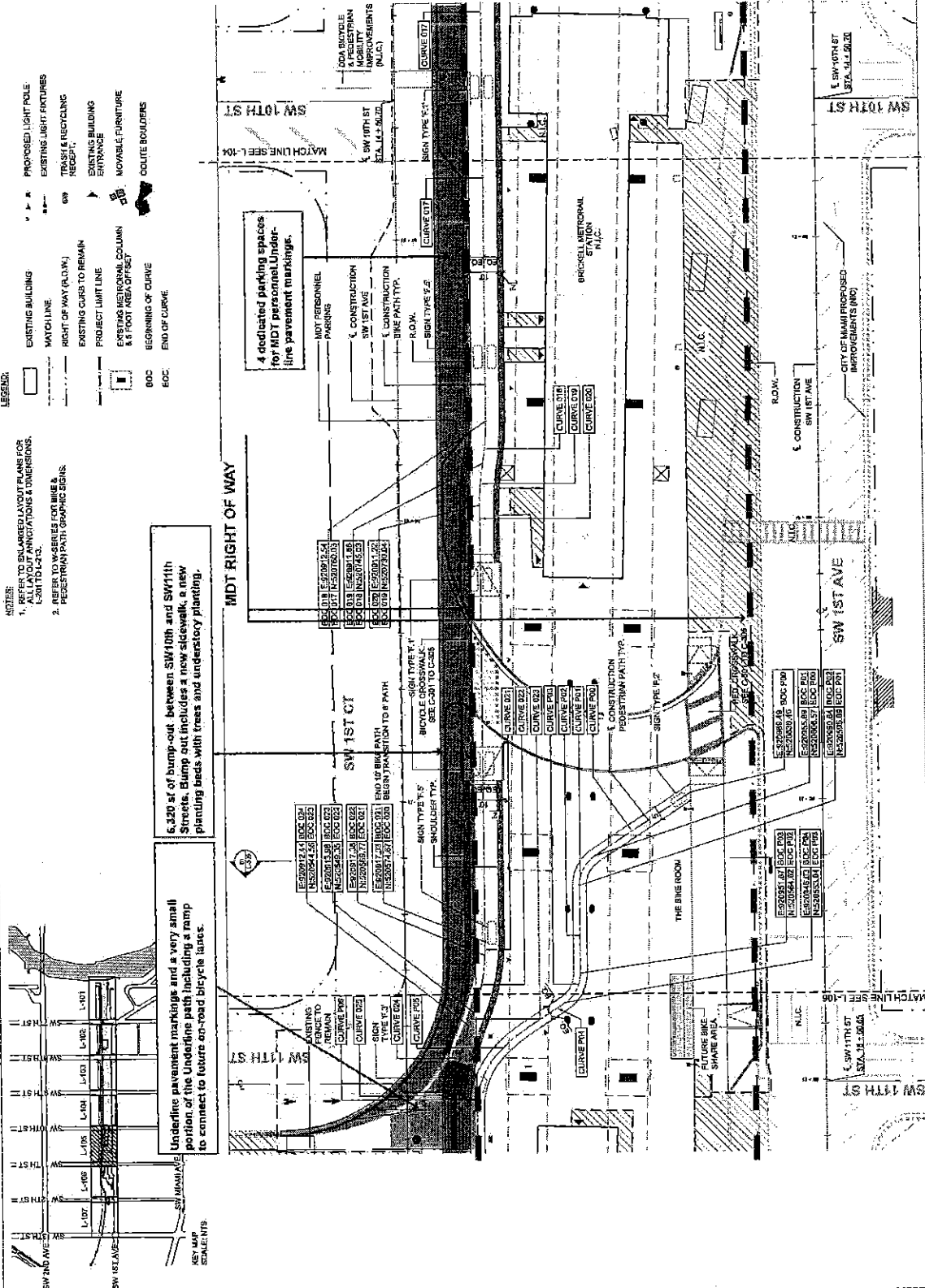
- NOTES:
1. REFER TO ENLARGED LAYOUT PLANS FOR ALL LAYOUT ANNOTATIONS & DIMENSIONS. L-201 TO L-213.
 2. REFER TO W-SERIES FOR BUREAU & PEDESTRIAN PATH GRAPHIC SIGNS.

LEGEND:

- EXISTING BUILDING
- MATCH LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING CURBS TO REMAIN
- PROJECT LIMIT LINE
- EXISTING METEOROLOGICAL COLUMN & 5 FOOT AREA OFFSET
- BEGINNING OF CURVE
- END OF CURVE
- PROPOSED LIGHT POLE
- EXISTING LIGHT FIXTURES
- TRASH & RECYCLING RECEPT
- EXISTING BUILDING ENTRANCE
- MOVABLE FURNITURE
- COLLUTE BOLLARDS

6.320 st of bump-out between SW 10th and SW 11th Streets. Bump out includes a new sidewalk, a new planting beds with trees and understory planting.

Underline pavement markings and a very small portion of the Underline path including a ramp to connect to future on-road bicycle lanes.



PROJECT TITLE		THE UNDERLINE - PHASE 1
PROJECT LOCATION		1901 SW 1ST AVENUE, MIAMI, FLORIDA 33130
DATE		08/01/15
DRAWN BY		DAVID L. HARRIS
CHECKED BY		DAVID L. HARRIS
APPROVED BY		DAVID L. HARRIS
SCALE		AS SHOWN
SHEET NO.		L-105
TOTAL SHEETS		105

MEMBERS OF THE UNDERLINE PARTNERSHIP WITH
 JAMES CORNELL PARTNERS
 400 BAYVIEW BLVD, SUITE 1000, MIAMI, FL 33133
 JAMES CORNELL PARTNERS
 400 BAYVIEW BLVD, SUITE 1000, MIAMI, FL 33133

EXHIBIT A-1

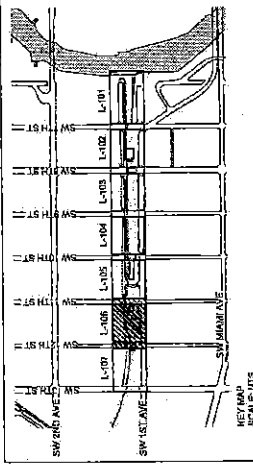


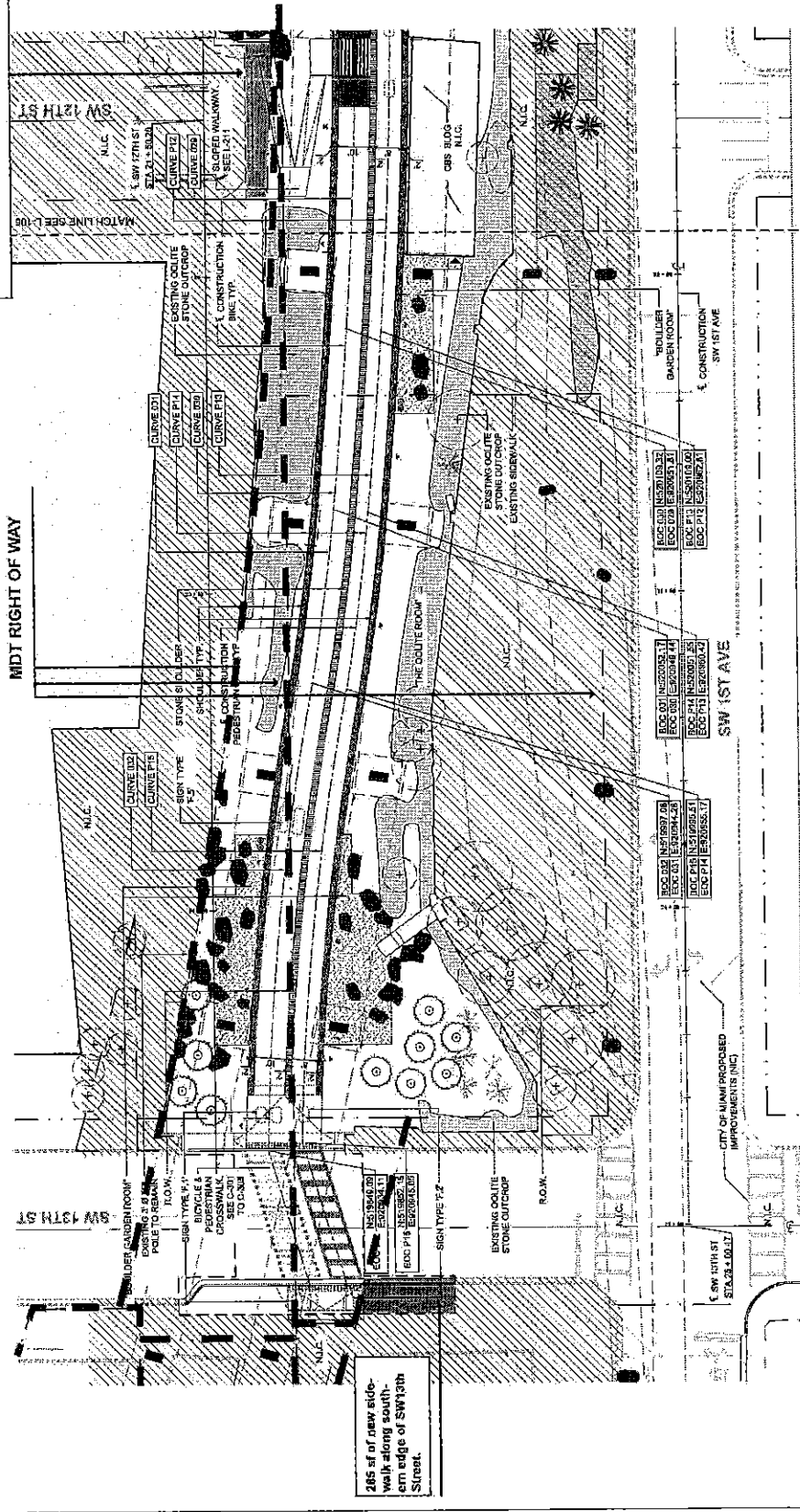
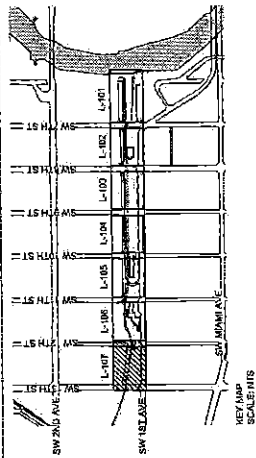
EXHIBIT A-1

- NOTES:**
1. TO BE REBARRED AND NOT SLABS FOR ALL LAYOUT ANNOTATIONS & DIMENSIONS L-280 TO L-210.
 2. REFER TO W-SERIES FOR BIKES & PEDESTRIAN PATH GRAPHIC SIGNS.

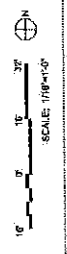
LEGEND:

- EXISTING BUILDING
- MATCH LINE
- RIGHT OF WAY (R.O.W.)
- EXISTING CURB TO REMAIN
- PROJECT LIMIT LINE
- EXISTING METEOROLOGICAL COLUMN & 5-FEET AREA OFFSET
- B.O.C.
- E.O.C.
- PROPOSED LIGHT POLE
- EXISTING LIGHT FIXTURES
- TRASH & RECYCLING RECEPT
- EXISTING BUILDING ENTRANCE
- MOVABLE FURNITURE
- COLLIE BOLLARDS

76 SF of a concrete walkway connecting SW 12th Street to the Underline path, surrounded by 244 sf of new planting.



285 sf of new sidewalk along southern edge of SW 12th Street.



<p>THE UNDERLINE - PHASE 1 FINAL CONSTRUCTION DOCUMENTS 1001 SW 1ST AVENUE, MIAMI, FLORIDA 33130</p>		<p>DATE: 11/14/2018 DRAWN BY: J. J. JAMES CHECKED BY: J. J. JAMES SCALE: 1/8\"/> </p>
<p>PROJECT NO.: 18-0001 SHEET NO.: L-107 DATE: 11/14/2018</p>	<p>CLIENT: JAMES CORNER FIELD OPERATIONS ADDRESS: 495 SW 15TH AVENUE, 11TH FLOOR, MIAMI, FL 33135</p>	<p>DESIGNER: J. J. JAMES ARCHITECT: J. J. JAMES ENGINEER: J. J. JAMES LANDSCAPE ARCHITECT: J. J. JAMES PLUMBER: J. J. JAMES ELECTRICAL: J. J. JAMES MECHANICAL: J. J. JAMES CIVIL: J. J. JAMES STRUCTURAL: J. J. JAMES ENVIRONMENTAL: J. J. JAMES TRANSPORTATION: J. J. JAMES WATER RESOURCES: J. J. JAMES HAZARDOUS WASTE: J. J. JAMES ARCHITECTURAL: J. J. JAMES INTERIOR DESIGN: J. J. JAMES FURNITURE: J. J. JAMES SIGNAGE: J. J. JAMES LIGHTING: J. J. JAMES PAINTING: J. J. JAMES CONSTRUCTION: J. J. JAMES OPERATION & MAINTENANCE: J. J. JAMES</p>



U.S. Department
of Transportation
Federal Transit
Administration

EXHIBIT B

REGION IV
Alabama, Florida, Georgia,
Kentucky, Mississippi,
North Carolina, Puerto
Rico, South Carolina,
Tennessee

230 Peachtree Street, NW
Suite 1400
Atlanta, GA 30303-8917
404-865-5600
404-865-5605 (fax)

FACILITY INCIDENTAL USE REQUEST | REGION IV

Requesting Agency: Miami-Dade Department of Transportation and Public Works (DTPW) **Request Date:** May 26, 2017
Subject: The Underline Project
FTA Program Manager: Gregory Chilik, P.E.

I. Existing Facility Description *(attach schematics if applicable):*

- a. Total Area of Facility**
The Metrorail right-of-way, a corridor approximately 20 miles long.
- b. Area currently used for Transit & Brief Description of Use**
Area serves as the right-of-way for the elevated Metrorail System, a rapid mass transit system. A pedestrian/bicycle pathway is also located in the corridor at ground level.
The approximately ten-mile long corridor of Metrorail right-of-way extending from the Miami River to the southern terminus of the Metrorail System at the Dadeland South Metrorail Station, excluding station areas, system structures and facilities and areas that are leased to other public and private entities. In addition to the pedestrian/bicycle pathway, the property to be included under this agreement is proposed to be used for recreational improvements and sponsored events, activities and amenities.
- c. Area to be used for Purposes other than Transit & Brief Description of Use**
The Metrorail System was funded under UMTA grant FL-03-0036.
- d. Grant(s) used to Fund the Facility**
80%
- e. Percent (%) Federal Participation**
The southern portion of the Metrorail System began service in May 1984.
- f. In-service Date**
Indefinite.
- g. Useful Life of the Facility**

II. Proposed Use *(attach schematics if facility will be modified):*

- a. Description of Proposed Use**
Miami-Dade County (County) proposes to enhance the existing pedestrian/bicycle mobility corridor through a project called "The Underline". Under this project, the County proposes to construct and/or install improvements designed to create a safer and more appealing space and to sponsor events, activities and amenities which promote safe and healthy alternative methods of transportation and recreational, informational and cultural activities. As part of The Underline project, the County is proposing to enter into an agreement with a third party not-for-profit entity, "The Underline Management Organization, Inc." (UMO) to operate, manage and maintain "The Underline". Please see the attached listing of potential incidental uses and a CD which contains "The Underline" master plan created by James Corner Field Operations.
- b. Time Period Covered by the Request**
The proposed initial term is ten years with optional ten-year renewal terms to be exercised only upon approval by the FTA.

c. Income Generated from Incidental Use

The UMO proposes to raise funds from various private and public sources to fund capital improvements and provide amenities, events and on-going management, operation and maintenance of "The Underline". Revenue may also be generated through project concessions and activities; however, all such revenue generated through the use of federally assisted property and/or facilities will be used exclusively to improve, operate and maintain the transit components of the project including the bicycle/pedestrian path and associated landscaping. Additionally, the proposed agreement between the County and the UMO will require the UMO to indemnify the County and to provide appropriate insurance coverage thereby reducing the County's liability exposure and resulting in cost savings to the County in the form of cost avoidance.

d. Was the Incidental Use Competed?

The design and construction of the capital improvements will be competitively bid. The operation, management and maintenance of "The Underline" will be performed by the not-for-profit UMO.

e. Proposed Use of Generated Income from Incidental Use

All revenue generated by the proposed project through the use of federally assisted property and/or facilities will be used exclusively to improve, operate and maintain the transit components of the project which include the bicycle/pedestrian path and associated landscaping.

f. Improvements/Costs required for the Incidental Use

The estimated cost to implement "The Underline" program is \$120 million. The UMO is proposing to raise the funds required to implement and operate the program from various private and public sources. The County is also planning to submit to the FHWA and the FTA a request for capital and/or operating assistance for the transportation portion of the project.

g. Has a Draft Lease Agreement been completed? (attach if applicable)

An agreement between the County and the UMO is currently being drafted.

III. Grantee Certifications (check each applicable box):

Needed Property: The grantee organization continues to require this asset for transit use.

Purpose and Activity: The incidental use does not interfere with the grantee's initial project or safe public transportation operations.

Continuing Control: The incidental use does not in any way interfere with the grantee's continuing control over the use of the property or the grantee's continued ability to carry out the project or program.

Expenses: The grantee will fully recapture all costs related to the incidental use from the non-transit public entity or private entity, including all applicable excise taxes on fuel for fueling facilities and wear and tear to capital improvements. Private entities pay all applicable excise taxes.

Income: Proceeds from licensing and leasing of air rights or other real property interest are based on competitive market rents and rates of return based on the appraised fair market value. Income received from the authorized incidental or joint development uses of air rights may be retained by the grantee (without returning the Federal share) if the income is used for eligible transit capital, and operating expenses. This income will not be used as part of the local share of the grant from which it was derived. However, it may be used as part of the local share of another FTA grant. *

*The purpose of "The Underline" program is not to generate income and there will be no proceeds generated that are based on the proportionate fair market value of the transit property. This program is designed to enhance the area, including the existing bicycle/pedestrian path, in a manner that will benefit the entire community by providing improvements, and recreational and cultural events, activities and amenities. The proceeds that are generated by the program through concessions and/or events will be used to improve, maintain and operate "The Underline" including the bicycle/pedestrian path.



Alice N. Bravo, P.E.
Director
Miami-Dade Department of Transportation and Public Works

Date 6/27/2017

for

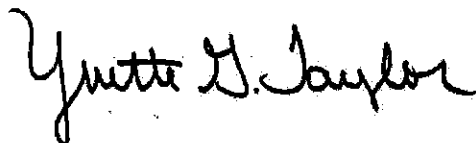
IV. FTA Decision THIS INCIDENTAL USE REQUEST IS:

APPROVED

Per Circular 5010.1D, the grantee organization is reminded to maintain satisfactory continuing control over the asset and all improvements. If you have any questions, please contact your FTA Region IV Program Manager.

Reason:

DENIED



Yvette G. Taylor, PhD
Regional Administrator

7-10-17
Date



The Underline Project - Attachment to Region IV Facility Incidental Use Request Form

The following are non-transportation improvements, events, activities, amenities and uses currently being proposed within the area to be covered under the proposed Underline Agreement; the approximately 10-mile long corridor of Metrorail right-of-way extending from the Miami River to the Dadeland South Station.

Construction and/or Installation of Structures and Facilities

- Open-air performance areas for Underline events
- Outdoor fitness equipment
- Playground equipment
- Recreation facilities including basketball, volleyball and handball courts and rock climbing walls
- Concession facilities
- Outdoor furniture such as shelters, benches, tables, trash and recycling containers and bicycle parking racks or stands and water dispensers.
- Permanent art installations
- Roller skating and skateboard rink
- Bicycle, skateboard and rollerblade course

Concessions

- Bicycle rental services
- Bicycle repair services
- Food and beverage services
- Sale of recreation related items such as water bottles, visors, sunglasses, rain gear, etc.
- Farmers markets

Events and Activities

- Activities which use the sports, recreation and fitness facilities constructed and/or installed in The Underline, including basketball, volleyball, handball, rock climbing, physical conditioning activities, roller skating and roller boarding.

- Events promoting bicycling as an alternative method of transportation such as Annual Bike to Work Day, Village of Pinecrest Annual Bike Ride Day, and bicycle rides sponsored by Miami-Dade County, municipalities, communities and cycling clubs including The Underline Cycling Club.
- Events promoting bicycle and pedestrian safety.
- Races such as marathons, half marathons, 5K and 10K races and wheelchair races.
- Informational events including seminars, demonstrations and field trips featuring topics such as recreation, fitness, health, transportation initiatives, safety, environment, ecology, nature, technology, astronomy, art and photography, including such events as yoga classes, Pilates classes, spinning classes, boot camp classes, self-defense classes, school field trips, Earth Day clean up events, seminars on water saving devices and techniques, photography classes and demonstrations, painting classes and demonstrations, graphic art classes and demonstrations, special astronomical event watches and seminars (eclipses, comets, meteor showers, etc.), nature walks, seminars on climate change or other environmental issues, seminars on ecology, CPR demonstrations, health screenings, seminars on health issues and diseases such as cancer, Zika virus, alcohol or drug addiction, high blood pressure, diabetes, obesity, Downs syndrome, Muscular Dystrophy, genetic abnormalities, arthritis or infectious diseases, seminars on stress relieving techniques such as exercise and meditation.
- Public meetings by local governmental entities including state, county, municipal and community organizations.
- Arts and craft festivals.
- Flea markets.
- Petting zoos.
- Live performances by local, national and international performers such as acting performances, dancing performances, poetry readings, story readings, story-tellings, music concerts and jam sessions, singing performances, performance art exhibitions and magic shows.
- Music and dance recitals.
- Fashion shoots.
- Photo shoots (other than fashion shoots).
- Fashion shows.
- Wine and food tasting festivals and competitions.

- Celebrations recognizing special accomplishments by professional, college or high school sports teams, such as winning a place in play-offs, winning major sporting event and winning Homecoming Games.
- Charity and non-profit fund-raising events such as event kick-off announcements, organizing meetings, auctions, raffles and bazaars.
- Networking meetings.
- Job fairs.
- Bird-watching meet-ups.
- Singles meet-ups.
- Meet-ups for clubs, recreational groups, church, synagogue and mosque groups.
- Car, boat and motorcycle exhibitions.
- Voter registrations.
- Armed Forces recruitment events.
- Outdoor movies.
- Outdoor classes.
- Talent shows and competitions.
- Staging area for local events such as parades or exhibitions.
- Events sponsored by Miami-Dade County such as events allowing residents to apply for homestead exemptions and Value Adjustment Board submittals, county vendor registration seminars, adopt-a-pet events, adopt-a-tree events, shower head exchanges, elections, informational seminars and exhibitions on County services and events.
- Seminars and exhibitions featuring local recreational and educational facilities such as the Everglades National Park, Miami-Dade County parks and facilities and municipal parks and facilities and Miami-Dade County Schools.
- Seminars and exhibitions promoting local events such as Martin Luther King, Jr. Day parade, Fourth of July celebrations, Zoo Miami events (Feast with the Beasts, Wild Nights, Egg Safari), Agricultural, Horse and Cattle Show, Exotic Pet Amnesty Day and events promoting surrender of firearms.
- Self-defense demonstrations.
- Martial Arts competitions and exhibitions.

All uses will be subject to review, coordination and monitoring by the Miami-Dade Department of Transportation and Public Works (DTPW). DTPW will carefully review all plans for construction and/or installation of facilities and equipment, events and activities, develop appropriate conditions and limitations and monitor the event or activity to ensure that all facilities, events and activities are open to the general public, do not impede or interfere with access to transit facilities, do not interfere with transit operations and are conducted in a safe and secure manner.

DTPW will notify the Region IV FTA office in advance of any events or activities which are anticipated to draw especially large crowds, media attention and/or which may require additional crowd control or security measures. In such cases, DTPW will provide to the FTA details of the planned event or activity, all measures to be undertaken and all conditions, requirements and/or limitations to be implemented to ensure the safety and security of DTPW employees, patrons and facilities and the general public.

DTPW will ensure that all events and activities will be subject to the following cross cutting federal requirements:

- (a) requirements found in 49 CFR Part 26.7 regarding non-discrimination based on race, color, national origin or sex;
- (b) requirements found in 49 CFR Parts 27.7, 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans with Disabilities Act with regard to any improvements constructed;
- (c) the Federal Transit Administration Master Agreement, updated annually relating to conflicts of interests, debarment and suspension.

Any agreement entered into by DTPW with the Underline Management Organization, Inc. will include all applicable Federal Transit Administration regulations.

EXHIBIT C

COMPOSITE EXHIBIT C

Board of County Commissioners Resolution _____ and City Commission Resolution No. R-19-_____

Once City of Miami Commission approves Resolution, it will be included in Exhibit C.

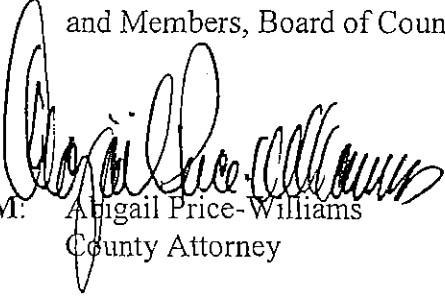
Board of County Commissioners will be conducted at a future date. Once approved, it will also be included in Exhibit C.



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(4)
10-3-19

RESOLUTION NO. R-1065-19

RESOLUTION APPROVING THE MASTER UNDERLINE MAINTENANCE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI AND MIAMI-DADE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE MAINTENANCE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN, INCLUDING THE RIGHT TO UNDERTAKE, FROM TIME TO TIME, THE NECESSARY PROJECT SUPPLEMENTS AND AMENDMENTS TO THE MAINTENANCE AGREEMENT

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:

Section 1. Approves the Master Underline Maintenance Interlocal Agreement between the City of Miami and Miami-Dade County (the "Maintenance Agreement"), in substantially the form attached to the accompanying memorandum.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Maintenance Agreement for and on behalf of Miami-Dade County and to exercise all rights contained therein, including the right to undertake, from time to time, the necessary project supplements and amendments to the Maintenance Agreement.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.** who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

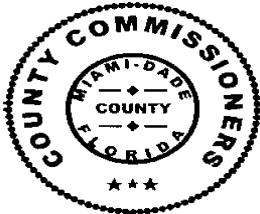
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
 Deputy Clerk



Approved by County Attorney as
 to form and legal sufficiency.

MAG

Miguel A. Gonzalez