

MEMORANDUM

Agenda Item No. 8(N)(5)

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

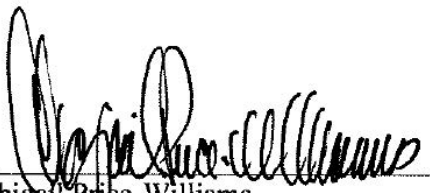
DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the First Amendment to the Management Agreement between the County and The Underline Management Organization, Inc. with an anticipated annual fiscal impact to the County of \$353,882.58, subject to annual escalation as provided in the First Amendment, during the initial and renewal terms; further authorizing the County Mayor to execute such amendment and to exercise all rights and provisions contained in the Management Agreement, as amended, including rights of renewal and termination; and directing the County Mayor to establish The Underline Operation & Maintenance Trust Fund within the Department of Transportation and Public Works or successor department with revenues generated by the anticipated license agreement with Florida Power & Light relating to its Downtown Miami Injection Project and allocations by the Board for the operation and maintenance of The Underline; and further authorizing the County Mayor to distribute such funds to the Manager in accordance with the Board's directives, if given, or otherwise on a quarterly basis for purposes relating to the operation and maintenance of The Underline, excluding expenses relating to programming

Resolution No. R-972-20

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.


Abigail Price-Williams
County Attorney

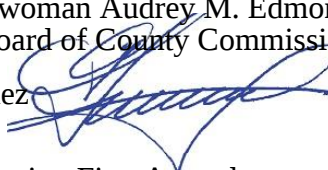
APW/smm

Memorandum



Date: October 6, 2020

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving First Amendment to The Underline Management Agreement

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution approving the First Amendment to The Underline Management Agreement (Management Agreement) attached hereto between the County and The Underline Management Organization, Inc., d/b/a The Underline Conservancy (Manager) adopted by the Board through Resolution No. R-120-18. The First Amendment to the Management accomplishes the following objectives:

- Provides for the payment of the full Maintenance of Effort Payment (as defined in the Management Agreement) of \$358,882.58, escalating annually at up to two percent (2%) per year, rather than a prorated amount based on the percentage of completion of The Underline.
- Eliminates the County's obligation to reimburse Manager up to \$5,000 per year for expenses incurred in connection with background check investigations. Although the County will not be funding the background check investigations, the Manager will still be required to conduct the background check investigations.
- Eliminates the Manager's obligation to fund a Capital Improvement Repair and Reserve Fund (Reserve Fund) from the Manager's gross revenues.
- Eliminates a requirement that the Manager disclose to certain prospective donors that any gifts to the Manager may be assigned to the County upon the termination or expiration of the Management Agreement. Instead, the Manager will not be permitted to solicit or accept gifts that are inconsistent with the County's third-party beneficiary rights under the Management Agreement.

Finally, the accompanying resolution also authorizes the County Mayor or County Mayor's designee to establish The Underline O&M Trust Fund (Trust Fund) within the Department of Transportation and Public Works (DTPW). The Trust Fund will allow for the better management of funds dedicated to The Underline and will serve as a dedicated funding source for the operation and maintenance of The Underline. Once established, the Trust Fund will hold any appropriations that may be allocated to or for The Underline by the Board and any revenues generated by an anticipated license agreement with Florida Power & Light Company (FPL) relating to their Downtown Miami Injection Project.

Scope

Once complete, The Underline will be asset of countywide impact located across Commission Districts 5 and 7 represented by Commissioners Eileen Higgins and Xavier L. Suarez, respectively.

Fiscal Impact/Funding Source

This item amends the Management Agreement to remove the requirement that a Maintenance of Effort Payment be paid to the Manager as the phases of the Underline are completed. Instead, the First Amendment provides for the Manager to be compensated, on a lump-sum basis, in advance, for its operation and maintenance of the Underline, regardless of the number of miles of the corridor that have been completed. The annual Maintenance of Effort Payment will commence at \$358,882.58. The Maintenance of Effort Payment will escalate annually based on the lower of the Consumer Price Index or two percent (2%). By paying the Manager full Maintenance of Effort Payment (rather than a prorated amount based on the percentage of development of The Underline), the County is able to provide operational support sooner for the maintenance and operation of The Underline (including security expenses) which will allow the Manager to leverage increased contributions. The First Amendment also eliminates the County's obligation to reimburse the Manager up to \$5,000 per year for expenses incurred in connection with background checks; the background check requirement remains intact, but the Manager will be required to fund those expenses itself. The FY 2020-21 Proposed Budget includes the funding required for this amendment in DTPW's operating budget.

In addition, the First Amendment eliminates a requirement that the Manager fund the Reserve Fund from the Manager's gross revenues. Any obligations that would have been covered from the Reserve Fund would instead be addressed through reductions to the Maintenance of Effort Payment.

Further, the elimination of the requirement that the Manager inform certain donors that their contributions may be assigned to the County upon the termination or expiration of the Management Agreement will facilitate the Manager's fundraising efforts.

Finally, creating the Trust Fund allows for funding not disbursed in a particular fiscal year to be carried forward to address needs in future years.

Track Record/Monitor

The First Amendment to the Management Agreement and establishment of The Underline O&M Trust Fund will be monitored by Irene Hegedus, Chief of Transportation Enhancements, DTPW.

Background

The Underline is a 10-mile multimodal mobility corridor starting from the Miami River in Downtown Miami to the Dadeland South Metrorail station that repurposes underutilized space beneath the existing Metrorail into a biking and walking pathway with direct access to eight Metrorail stations, enhanced lighting, landscaping, various intersection safety enhancements, recreational facilities and amenities. The Underline transverses three municipalities (Miami, Coral Gables and South Miami) as well as portions of unincorporated Miami-Dade County.

The Management Agreement was adopted by the Board on February 6, 2018 through Resolution No. R-120-18. The Management Agreement established the framework by which the Manager would manage, operate, maintain and serve as the County's marketing partner for The Underline. Funding support from the County for The Underline was based upon the Manager assuming responsibility for maintenance of the former M-Path with the resources dedicated to that obligation being reallocated to The Underline.

To strengthen and align the County's funding commitments to the Manager, the following amendments to the Management Agreement are being recommended:

- Removal of the requirement that the annual Maintenance of Effort Payment be divided by the overall length of The Underline for which management notices to proceed have been issued by the County. In addition, the Amendment provides that the annual Maintenance of Effort Payment will be made on a lump-sum basis, in advance, rather than quarterly in arrears. By allowing the Manager to access the funds earlier, the County will provide more adequate for the maintenance and security of The Underline and allow the Manager to allocate a greater portion of its funding towards programming.
- Removal of the requirement in the Management Agreement that the County reimburse the Manager up to \$5,000 per 12-month period, for costs incurred by the Manager to conduct background checks required by the Shannon Melendi Act.
- Removal of the requirement in the Management Agreement that the County create, and the Manager fund, the Reserve Fund from the Manager's gross revenues. As originally written, the Manager is required to deposit five percent (5%) of its gross revenues annually so that the County may cure any of the Manager's non-performance issues. Rather than correct non-performance issues through funds deposited in the Reserve Fund, the County will retain the right to withhold the amount expended on curing defaults from the Maintenance of Effort Payment.
- Removal of the requirement that the Manager disclose to certain donors that contributions are assignable to the County upon the termination or expiration of the Management Agreement. The Manager has identified this existing requirement as an impediment to fundraising efforts. Notwithstanding the removal of the requirement, the First Amendment will require the Manager to ensure that any gifts solicited or received are not inconsistent with the County's right to access those gifts as a third-party beneficiary in the event of termination or expiration of the Management Agreement.

In addition to approving the above-described amendments to the Management Agreement, the accompanying resolution creates the Trust Fund. The Trust Fund will serve as the fund that will receive the revenues generated from the license agreement with FPL relating to their Downtown Miami Injection Project and any additional appropriations that may be allocated to The Underline by the Board. It is the intent that any funds distributed to the Manager from the Trust Fund be used exclusively for the operation, maintenance, and security needs of The Underline. Eligible uses or expenses may include security services, landscaping, lighting repairs or enhancements, and the resurfacing of walkways or bike paths; funds distributed from the Trust Fund, however, shall not be used for expenses relating to programming. The funds from the Trust Fund would be distributed to the Manager as directed by the Board or, if the funding has no restrictions or disbursement requirements, on a quarterly basis subject to a review by the DTPW. Funding not utilized in any particular fiscal year will be available to address needs in subsequent fiscal years.



Jennifer Moon
Deputy Mayor

**FIRST AMENDMENT
TO THE UNDERLINE MANAGEMENT AGREEMENT**

This First Amendment to The Underline Management Agreement (the "Amendment") is entered into this ____ day of September, 2020, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County") and The Underline Management Organization, Inc., a Florida not-for-profit corporation, d/b/a The Underline Conservancy (the "Manager") (collectively referred to as the "Parties" or each individually as "Party").

RECITALS

WHEREAS, on February 6, 2018, the Miami-Dade Board of County Commissioners adopted Resolution No. R-120-18, approving The Underline Management Agreement (the "Management Agreement") by and between the County and the Manager; and

WHEREAS, under the Management Agreement, the Manager is required to undertake the exclusive maintenance, management and operation of the portions of The Underline—a 10-mile-long mobility corridor under the Metrorail guideway from the southern seawall of the Miami River to the Dadeland South Metrorail Station—for which the County has issued management notices-to-proceed ("Management NTP"), which Management NTP(s) will be issued once the County has developed each phase of The Underline; and

WHEREAS, for its efforts to maintain, manage, and operate The Underline in the required "first-class condition," the Manager is entitled to no other compensation than a "Maintenance of Effort Payment" and reimbursement of up to Five Thousand Dollars (\$5,000.00) per year for actual expenditures incurred on performing background checks of persons employed to work on The Underline; and

WHEREAS, it is anticipated that the first phase of The Underline will be completed and open to the public on or about November 1, 2020; and

WHEREAS, the County desires to support the Manager in the manner specified in this Amendment so that the Organization has the necessary resources to safely operate and maintain The Underline; and

WHEREAS, to accomplish the foregoing objective, the Parties desire to make certain changes to the Management Agreement as better specified in this Amendment;

NOW, THEREFORE, for and in consideration of good and adequate consideration, the exchange and sufficiency of which the Parties acknowledge, and the mutual covenants herein contained, the Parties agree to amend the Management Agreement as follows:

TERMS AND CONDITIONS

1. Section 2.02 of the Management Agreement is amended as follows:

2.02 Maintenance and Management of The Underline. For each Phase, and immediately upon the County's issuance of a Management NTP, the Manager shall undertake the exclusive maintenance, management, and operation of The Underline in accordance with the terms and conditions of this Agreement. The Manager shall be obligated to undertake the exclusive maintenance, management, and operation of any Phase of The Underline for which the County has issued a Management NTP, without regard to the Manager's satisfaction with the County's development of the Phase for which it has issued a Management NTP, including, without limitation, the County's adherence to the James Corner Field Operations Framework Plan in developing the Phase(s). The Manager agrees to maintain, manage, and operate The Underline for and on behalf of the County throughout the Term as a public place for recreational and transportation uses by members of the public. In performing these functions, and to the extent permitted by and consistent with Applicable Law, including whatever permit(s) may be required to serve them, the Manager may serve alcoholic beverages; however, the Manager may not serve such beverages in any part of The Underline abutting single-family residential areas. All expenses that the Manager incurs under this Agreement shall be paid by the Manager and, for its services as manager, the Manager shall be entitled to no compensation from the County, except as set forth in Section 8.06 ~~[[and Section 5.02(e)]]~~¹ of this Agreement. The Manager shall have the authority to generate revenue through The Underline in the manner set forth in this Agreement. The Manager agrees that any revenue generated from The Underline, including but not limited to revenue derived from Special Event Contracts as set forth in Section 5.03, Licenses as set forth in Section 5.04, and marketing, naming, and sponsorship agreements as set forth in Article VI, shall be used for any purpose for The Underline, including but not limited to for such things as maintenance, operation, programming, development, salaries, advertisement, promotion, the provision of information, and any and all general and administrative costs, consistent with an annual budget prepared by the Manager, which budget shall be subject to the approval of the County Contract Manager. The Manager shall not be authorized to construct any permanent buildings within The Underline suitable for occupancy by commercial establishment or residential use.

2. Section 5.02(e) of the Management Agreement is amended as follows:

(e) Background Screening. In accordance with the Shannon Melendi Act, County Ordinance No. 08-07 (as it may be amended from time to time), all of the Manager's employees, volunteers, contractors, consultants and any other entity or persons that will perform any work at The Underline must comply with the

¹ Words stricken through and/or ~~[[double bracketed]]~~ are deleted, words underscored and/or >>double arrowed<< are added.

Shannon Melendi Act before the scheduled start of such employment, volunteerism, or work, as if The Underline were a park facility, regardless of its designation as any other type of facility. ~~[[The County agrees to reimburse the Manager for the reasonable costs incurred by the Manager on background checks required by the Shannon Melendi Act, up to a limit of \$5,000.00 in any 12-month period. The County shall reimburse the Manager within ninety (90) calendar days of delivering the invoice to the County Contract Manager.]]~~

3. Section 7.12 of the Management Agreement is deleted in its entirety.
4. Section 8.01(b) of the Management Agreement is amended as follows:

(a) Requirements of Funding Agreement. A Funding Agreement shall be entered into between the Funding Entity and the Manager; no other entity shall be a party to the Funding Agreement. The Funding Agreement shall require the Funding Entity to devote itself exclusively to funding the Manager for the purposes of the development, maintenance, and operation of The Underline, and the Funding Entity shall be permitted to incur reasonable operating and administrative costs, including but not limited to salaries, for those purposes. The Funding Agreement shall provide that the County is an intended third-party beneficiary of any funds raised by the Funding Entity. The Funding Agreement will allow for the Funding Entity, to transfer funds to the Manager, so that the Manager may transfer those funds to the County, only for the limited purposes set forth in Section 8.02. The Funding Agreement shall further require the Funding Entity to provide reports to the Manager such that the Manager is able to comply with its obligations under Sections 8.03-8.05. Upon the expiration or earlier termination of this Agreement, the Funding Agreement shall provide that all funds in the possession of the Funding Entity shall become the property of the County to be used by the County (or its designated successor to the Manager) for the limited purpose of funding the development, maintenance, and operation of The Underline. ~~[[The Funding Entity shall make best efforts to inform any donor making a gift, pledge, or commitment of \$25,000.00 or more to the Funding Entity or Manager that the gift, pledge, or commitment is assignable to the County upon the expiration or termination of this Agreement for its use by the County or the Manager's successor and that the expiration or termination of this Agreement shall not be cause for the withdrawal of the gift, pledge, or commitment.]]~~ >> The Funding Entity shall not solicit or accept any gift, pledge, or commitment that is conditioned in a manner that is inconsistent with the County's rights as third-party beneficiary or that otherwise limits the County's rights to retain such gift, pledge, or commitment as provided in this subsection, in particular, or this Agreement, in general. << Any amendment to the Funding Agreement, which amendment is intended to or has the effect, directly or indirectly, of modifying any of the requirements for the Funding Agreement, as those requirements are

described in this paragraph, shall be subject to the approval of the Board of County Commissioners by a two-thirds vote of its membership.

5. Section 8.02 of the Management Agreement is amended as follows:

8.02 Transfer of Funds Raised by Funding Entity. Upon written notice by the County to the Manager that ~~[[(4)]]~~ the County will commence development of a Phase of The Underline within thirty (30) calendar days ~~[[or that (2) the Manager's deadline to replenish the Reserve Fund has passed without replenishment of the Reserve Fund as required by Section 7.12]]~~, the Manager shall cause the Funding Entity to transfer, either directly to the County or to the Manager, any legally available funds in excess of the Funding Entity's administrative and operating costs, eligible ~~[[only]]~~ to be used for the ~~[[(4)]]~~ development of that Phase ~~[[or (2) replenishment of the Reserve Fund per Section 7.12]]~~. Unless required by a final, unappealable court order, the County shall not require the disclosure of the identity of the donors (whether individual or institutional) to the Funding Entity.

6. Section 8.06 of the Management Agreement is amended as follows:

8.06 Maintenance of Effort Payment. In consideration of the Manager's assumption of the duties and responsibilities under this Agreement, including the Manager's obligation to operate The Underline and be solely responsible for all maintenance and repairs, the Manager shall receive from the County an annual fee in an amount equal to \$358,882.58 ~~[[for all Phases of The Underline]]~~, ~~[[except]]~~ as adjusted as set forth in this Section (the "Maintenance of Effort Payment"). ~~[[For each Phase(s), or subpart of a Phase(s) as designated by the County in accordance with Section 2.05, for which the County has issued a Management NTP, the Maintenance of Effort Payment shall be calculated on the basis of \$358,882.58 divided by the overall length of The Underline times the length of the Phase(s) or subpart for which the County has issued that Management NTP.]]~~ On ~~[[the second anniversary of the County's first issuance of a Maintenance of Effort Payment, and only upon the County's receipt of a written request for adjustment from the Manager,]]~~ >> each October 1 of the Term after October 1, 2020, << the Maintenance of Effort Payment shall be adjusted upwards on the basis of the >> lesser of the (i) << Consumer Price Index for "All Urban Consumers (CPI-U): U.S. City Average," or any comparable successor index of the County's choosing >>, or two percent (2%) <<. ~~[[After the County's adjustment of the Maintenance of Effort Payment under the preceding sentence, further adjustments may be made following the same process set forth in the preceding sentence on the second anniversary of the previous adjustment. Adjustment shall be prospective only from the date of the County's receipt of the Manager's written request for adjustment. Any~~

~~adjustment made pursuant to this paragraph shall be limited to the lesser of (i) CPI-U or (ii) four percent.]]~~

7. Section 8.07 of the Management Agreement is amended as follows:

8.07 Maintenance of Effort Payment; When Due. >>The Maintenance of Effort Payment shall be due, upon the County's receipt of an invoice from the Manager, on October 1 of each year of the Term; provided, however, that if the final year of the Term is not a full calendar year, the County shall be entitled to prorate the Maintenance of Effort Payment due for that year. The first Maintenance of Effort Payment under this Agreement shall be paid by the County on October 1, 2020.<< ~~[[At the commencement of each quarter (the quarters shall be October 1-December 31; January 1-March 31; April 1-June 30; and July 1-September 30), the Manager shall invoice the County for the prorated amount of the Maintenance of Effort Payment due for the Manager's services under this Agreement for the immediately preceding quarter. The County shall remit payment to the Manager of the amount of the Maintenance of Effort Payment due within forty-five (45) calendar days of the County's receipt of the invoice. If the Term ends or the Agreement is terminated before the expiration of the then current quarter, then the County shall pay the final installment of the Maintenance of Effort Payment, prorated for the number of days within the then current quarter, within forty-five (45) business days after the end of the County's receipt of the invoice for the final quarter (or any part thereof).]]~~

8. Section 9.01 of the Management Agreement is amended as follows:

9.01 Default by the Manager. The Manager shall be in default and breach of this Agreement if the Manager fails to observe or perform any material covenant, condition, or agreement contained herein which the Manager is otherwise required to observe and/or perform for a period of more than thirty (30) calendar days after receipt by the Manager of written notice of such default, unless the County agrees in writing to an extension of such time prior to its expiration or, in the case of any such default which cannot be cured with due diligence within such thirty-day period, the Manager promptly begins to cure the same and thereafter prosecute the prospective curing of such default with due diligence. The time within which the Manager is to cure any default not susceptible of being prospectively cured with due diligence within thirty (30) days will be extended for such additional periods which are necessary to complete the curing of the same with all such due diligence. However, with respect to any default by the Manager that involves health or safety issues, the County shall have the right upon written notice to the Manager to take such reasonable actions as may be necessary to remedy such defaults as same relates to such health or safety issues and the Manager agrees to reimburse the County

for the County's cost of so remedying such default(s). At its sole and exclusive discretion, the County may elect to cure any default by the Manager by ~~[[~~(i)~~]]~~ offsetting the actual cost of curing the default from any Maintenance of Effort Payment due to the Manager ~~[[~~or (ii) utilizing the Reserve Fund in accordance with Section 7.12]]~~].~~

9. Section 11.04 of the Management Agreement is amended as follows:

11.04 Failure to Procure Insurance. If the Manager fails to purchase, in any given year, the insurance required in this Agreement, then the County shall have the right to purchase the required insurance using any source of funds due to the Manager and available to the County, including by offsetting any Maintenance of Effort Payment due to the Manager. ~~[[The County may also utilize the funds deposited by the Manager into the Reserve Fund. The Manager shall thereafter and immediately be required to replenish the Reserve Fund in the amount disbursed from such fund and used to purchase the required insurance.]]~~ If the Maintenance of Effort Payment due to the Manager is insufficient to purchase the required insurance ~~[[and there are insufficient funds in the Reserve Fund to purchase the required insurance, or if the Manager fails to replenish the Reserve Fund as required in this Section]]~~, then the Manager shall be in breach of this Agreement.

10. All other provisions of the Management Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by appropriate officials of each of them, as of the date first above written.

"COUNTY"

Miami-Dade County Board of County
Commissioners

By: _____
Carlos A. Gimenez, Mayor

By: _____
Clerk

By: _____
County Attorney
Approved as to form and legal sufficiency

"MANAGER"

The Underline Management Organization,
Inc.

By: 

Meg Daly, Chairwoman



MEMORANDUM (Revised)

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

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

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)(5)
10-6-20

RESOLUTION NO. R-972-20

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT BETWEEN THE COUNTY AND THE UNDERLINE MANAGEMENT ORGANIZATION, INC. WITH AN ANTICIPATED ANNUAL FISCAL IMPACT TO THE COUNTY OF \$353,882.58, SUBJECT TO ANNUAL ESCALATION AS PROVIDED IN THE FIRST AMENDMENT, DURING THE INITIAL AND RENEWAL TERMS; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AMENDMENT AND TO EXERCISE ALL RIGHTS AND PROVISIONS CONTAINED IN THE MANAGEMENT AGREEMENT, AS AMENDED, INCLUDING RIGHTS OF RENEWAL AND TERMINATION; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ESTABLISH THE UNDERLINE OPERATION & MAINTENANCE TRUST FUND WITHIN THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS OR SUCCESSOR DEPARTMENT WITH REVENUES GENERATED BY THE ANTICIPATED LICENSE AGREEMENT WITH FLORIDA POWER & LIGHT RELATING TO ITS DOWNTOWN MIAMI INJECTION PROJECT AND ALLOCATIONS BY THE BOARD FOR THE OPERATION AND MAINTENANCE OF THE UNDERLINE; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DISTRIBUTE SUCH FUNDS TO THE MANAGER IN ACCORDANCE WITH THE BOARD'S DIRECTIVES, IF GIVEN, OR OTHERWISE ON A QUARTERLY BASIS FOR PURPOSES RELATING TO THE OPERATION AND MAINTENANCE OF THE UNDERLINE, EXCLUDING EXPENSES RELATING TO PROGRAMMING

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. Incorporates the foregoing recital as if fully set forth herein.

Section 2. Approves the First Amendment to the Management Agreement between the County and The Underline Management Organization, Inc., and authorizes the County Mayor or County Mayor's designee to execute the First Amendment to the Management Agreement, with an anticipated annual fiscal impact to the County of \$353,882.58 (subject to annual adjustment as provided in the First Amendment), during the initial and renewal terms. The County Mayor or County Mayor's designee is further authorized to exercise any and all rights contained in the Management Agreement, as amended, including rights of renewal or termination.

Section 3. Directs the County Mayor or County Mayor's designee to establish The Underline Operation & Maintenance Trust Fund ("Trust Fund") within the Department of Transportation and Public Works, or its successor department. The Trust Fund shall hold revenues generated by the anticipated license agreement between the County and Florida Power & Light Company ("FPL") relating to FPL's Downtown Miami Injection Project and allocated by the Board for the maintenance and operation of The Underline. The County Mayor or County Mayor's designee is further authorized to distribute such funds to the Manager in accordance with the Board's directives, if given, or otherwise on a quarterly basis for purposes relating to the operation and maintenance of The Underline, excluding expenses relating to programming.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

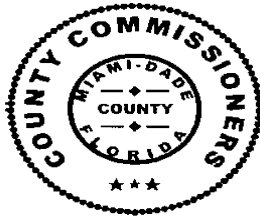
Audrey M. Edmonson, Chairwoman	aye
Rebeca Sosa, Vice Chairwoman	aye
Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye
Eileen Higgins	aye
Joe A. Martinez	aye
Dennis C. Moss	absent
Xavier L. Suarez	aye
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Melissa Adames
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez