

Memorandum



Date: April 20, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(N)(33)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-333-21

Subject: Resolution Approving and Authorizing the County Mayor or County Mayor’s Designee to Execute a Master Underline Maintenance Interlocal Agreement between Miami-Dade County and the City of Coral Gables for the Improvements to be Undertaken by the County for The Underline Project within the City’s Right-of-Way.

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 Coral Gables (City) in substantially the form attached hereto. 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

Scope

This project area associated with the Maintenance Agreement is in County Commission District 7, which is represented by Commissioner Raquel A. Regalado. The Underline, however, is an asset of countywide significance.

Fiscal Impact/Funding Source

The Maintenance Agreement will have no additional fiscal impact on the County. Specifically, the Maintenance Agreement allows the County to tender maintenance obligations to a third-party maintenance organization. On February 6, 2018, this 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 Department of Transportation and Public Works (DTPW) intends to tender the maintenance obligations undertaken under the Maintenance Agreement 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. To the extent the City requests additional enhancements to The Underline, the County is only authorized to approve such enhancements if the City agrees to fund the design, construction, operation, and maintenance of such improvements for their entire life. As with the County-requested construction on the City’s property, the maintenance of the City-requested enhancements would be performed by the Management Organization. Further, the City will indemnify the County for from any liability for personal injury or property damage arising by virtue of the implementation of a City-requested improvement.

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 serves as the spine of the County’s regional framework for developing a system of greenways, trails, public spaces into a trail network. The Underline will transform 10-miles of County owned land below the Metrorail, starting from the Miami River to the Dadeland South Metrorail Station, into a 10-mile urban mobility corridor. Once completed, the off-road urban trail facility will provide alternative modes of transportation access, plus recreational amenities.

Approximately, 26 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 Right-of Way from the north side of SW 38th Avenue to the City’s southern boundary at approximately at SW 57th Avenue.

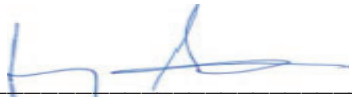
Design and Construction of The Underline project will be performed under a design/build approach. The design criteria package is currently being developed. The areas within the City will be built under Phase 3 of The Underline. The project must be completed by no later than June 2026.

The Underline project will involve some construction within the City’s rights-of-ways. Accordingly, the City has required that the County (either through itself or through a third-party maintenance organization, such as the Management Organization) agree to maintain any improvements done within the City’s rights-of-way. This Maintenance Agreement and the accompanying resolution will also 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.

Under the Maintenance Agreement, the City can request additional enhancements to The Underline project, which would occur in whole or in part on County-owned property. In such a case, the County will have the right to approve or disapprove the City-requested enhancements. To the extent the County approves any City-requested enhancements, the City would be required to fund the design (which must be done in a manner consistent with The Underline’s design program), construction, operation, and maintenance of the City-requested enhancements for the entire life of such improvements. Once constructed, such improvements would be maintained by the Management Organization.

Delegation of Authority

Under the Maintenance Agreement, the City may request, and the County Mayor or County Mayor’s designee has the right to approve or reject, additional City-requested enhancement to The Underline project, which improvements may be located, in whole or in part, on non-City owned portions of The Underline. In such case, the City would be required to fund, for the entire life of the improvements, the design, construction, operation, and maintenance of such improvements and indemnify the County from liabilities arising from the implementation of the City-requested improvements. The accompanying resolution also authorizes the County Mayor or County Mayor’s designee to bring new City-owned areas within the scope of the Maintenance Agreement as The Underline is constructed. The Management Organization would be responsible for maintaining City-owned areas that the County Mayor or County Mayor’s designee requests to incorporate into The Underline. Areas added to the scope of the Maintenance Agreement would be reflected in exhibits, which the County Mayor or County Mayor’s designee will append to the Maintenance Agreement.



Jimmy Morales
Chief Operating Officer

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

This Master Underline Maintenance Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 2020 between the City of Coral Gables, Florida (the "City") and Miami-Dade County, Florida (the "County") (each a "Party" and, collectively, the "Parties") in accordance with the terms and conditions set forth herein.

WHEREAS, the County requests permission to implement and maintain select improvements related to the elements of The Underline open space recreational project ("Underline Project Improvements") to be generally located on right-of-way owned by the City (specifically, in the areas more particularly depicted in Exhibit "A" attached and incorporated) (the "Total Underline Projects Improvements Area within 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 within 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, from time to time the County and the City will identify by exhibit 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-1, A-2, A-3, A-4, etc.) as work progresses; and

WHEREAS, in addition to The Underline Project Improvements within the Total Underline Improvements Area within the City's Rights-of-Way, which are County-requested improvements related to The Underline to be placed within the City's Rights-of-Way, the City may periodically request that the County develop City-requested improvements within The Underline, which improvements may be, in whole or in part, within the County-owned portions of The Underline; 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, the City and the County desire to enter into this Agreement allowing (1) 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 (2) the City to request additional improvements located, in whole or in part, within The Underline, subject to the Parties' agreement on all matters related to design, construction, financing, operation, and maintenance, of such City-requested improvements; and

WHEREAS, as attached and incorporated in Composite Exhibit "C," (a) the Board of County Commissioners by its Resolution ____ adopted ____, 2020 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-2020-198 adopted 9/8/2020, 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. **Scope.**

a. General (Improvements by the County). To the extent the County implements the Underline Project Improvements in the Total Underline Projects Improvements Area within the City's Rights-of-Way and such necessary project supplements and amendments thereto in accordance with Section 7 of this Agreement, the County agrees to maintain, as reasonably determined to be necessary by the Parties, The Underline Project Improvements within the Total Underline Projects Improvements Area 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 of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way fall below the standard of 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 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.

b. General (Improvements by the City). From time to time, the City may request that the County consider the implementation of City-proposed improvements to the Underline which may be located, in whole or in part, on non-City owned portions of the Underline. Any such projects shall be subject to the County's approval or disapproval in the County's sole and absolute discretion; any approvals may be conditioned on the agreement of any County-contracted third-party maintenance organization to undertake the maintenance of such City-requested improvements. The Parties' agreement with respect to any such City-requested improvements shall be evidenced in an exhibit to this Agreement and shall, at a minimum, set forth the City's obligation to fund, at no cost to the County, the design (in a manner consistent with The Underline's design program), construction, operation, and maintenance, for the entire life of such improvements, of any City-requested improvements; such agreement shall also require that the City insure the County against or indemnify the County from any and all liability for personal

injury or property damage that may arise by virtue of the implementation of the City-requested improvements.

c. Limitation. Nothing in this Agreement shall be construed to grant the City any jurisdiction over or right, title, or interest in real property, including rights-of-way or the Rapid Transit Zone, that is owned by the County. Any exhibit subsequently added to this Agreement that erroneously identifies an area as City-owned right-of-way where such area is County-owned shall be corrected to remove such areas, and (regardless of the status of the corrective exhibit) the County's obligations under this Agreement shall not attach to such areas.

3. Indemnification. 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 Coral Gables 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. Term. 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 any duly approved City-requested improvements to The Underline. Except in the case of default, this Agreement shall only be terminated by the mutual agreement of the Parties. In the event of either a mutually agreed upon termination or termination by default, 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 and each entity shall reassume responsibility for their own original Rights-of-Way; in the case of City-requested improvements within The Underline, the County shall have analogous rights. In the event of either a mutually agreed upon termination, or a termination for default, any 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 become the City's responsibility to maintain, unless otherwise provided for in the Parties' agreement regarding mutual termination; in the case of City-requested improvements within The Underline, the County shall have analogous rights. Impracticality of removal of Improvements 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 or County infrastructure in the rights-of-way.

5. **Delegation and Assignment.** 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, once provided proper notice of the County's delegations of its obligations to the third-party. 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 Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way, once construction of The Underline Project Improvements within the Total Underline Projects Improvements Area within the City's Rights-of-Way 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 level of maintenance provided by the City to similar infrastructure located in the general vicinity of The Underline Project Improvements; 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 or, alternatively, require the third-party contractor to list the City as an additional insured or obligee under the applicable policies or bonds. The County's delegation to a third-party of its maintenance obligation 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. **Notice.** 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 and County Attorney
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With a copy to:	Department of Transportation and Public Works Overtown Transit Village 701 Northwest 1st Court, 17th Floor
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Miami, Florida 33136
Attn.: DTPW Director

To City:

City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134
Attn: City Manager and City Attorney

This Agreement shall be in effect as of the date executed by both Parties below, provided, however, that this Agreement shall be initially subject to the ratification of the Board of County Commissioners and by the City Commission.

7. **Modification.** 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 and approved City-requested improvements to The Underline by mutual written consent given by the County Mayor and the City Manager or their respective designees. The first and 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 as a part of Exhibit A (e.g. Exhibit A-1, A-2, A-3, A-4, etc.) which exhibit(s) shall be detailed as to the precise location and nature of the improvements. The first and any new City-requested improvements to The Underline that the Parties agree to supplement and amend this Agreement shall be identified in separately numbered addenda as a part of Exhibit D (e.g. Exhibit D-1, D-2, D-3, D-4, etc.) which exhibit(s) shall be detailed as to the precise location and nature of the improvements and address, at a minimum, the matters set forth in Section 2(b) of this Agreement. The Parties' obligations with respect to those improvements 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 Public Works or successor department as to any technical requirements, which approval the City agrees will not be unreasonably withheld. Nothing in this Agreement shall be construed so as to require the City's approval of any Underline Project Improvements that are not within the Total Underline Project Improvements Area and the City shall not consider the nature, character, or quality of any Underline Project Improvements that are not within the Total Underline Project Improvements Area when considering the approval of any Underline Project Improvements that are within the Total Underline Project Improvements Area.

Signed this ____ day of _____, 2020, in Miami-Dade County, Florida.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

Harvey Ruvin, Clerk

Deputy Clerk

By its Board of County Commissioners

Daniella Levine Cava, Mayor

Date: _____

Approved as to form and legal sufficiency:

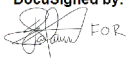
Assistant County Attorney

ATTEST:

DocuSigned by:

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Billy Y. Urquiza, City Clerk

CITY OF CORAL GABLES

DocuSigned by:
 For
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Peter J. Iglesias City Manager

Date: 11/23/2020

APPROVED AS TO FORM AND
CORRECTNESS:

DocuSigned by:

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Miriam S. Ramos
City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

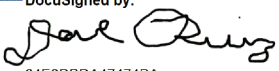
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David Ruiz
Risk Manager

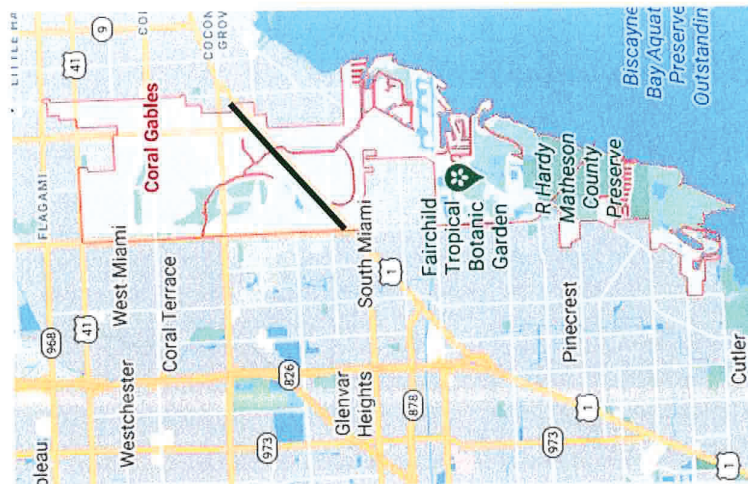
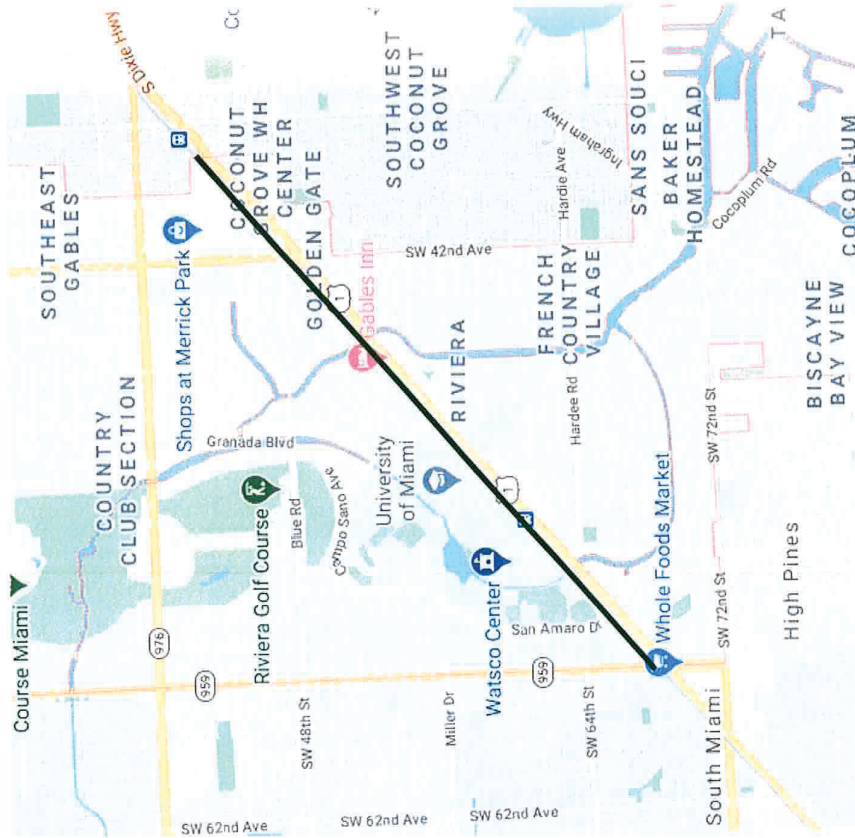
Exhibit A – Total Underline Project Improvements Area within the City’s Rights-of-Way

Exhibit B- Federal Transit Administration Consent Letter

Composite Exhibit C – Board of County Commissioners Resolution _____ and City
Commission Resolution No: ~~B-19~~ 20-198

Exhibit D – Agreements Regarding Approved City-Proposed Improvements to the Underline

EXHIBIT A



The Underline – Proposed area within the City of Coral Gables

EXHIBIT B



U.S. Department
of Transportation
**Federal Transit
Administration**

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)
Subject: The Underline Project
FTA Program Manager: Gregory Chilik, P.E.
Request Date: May 26, 2017

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.
- c. **Area to be used for Purposes other than Transit & Brief Description of Use**
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.
- d. **Grant(s) used to Fund the Facility**
The Metrorail System was funded under UMTA grant FL-03-0036.
- e. **Percent (%) Federal Participation**
80%
- f. **In-service Date**
The southern portion of the Metrorail System began service in May 1984.
- g. **Useful Life of the Facility**
Indefinite.

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

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.

IV. FTA Decision

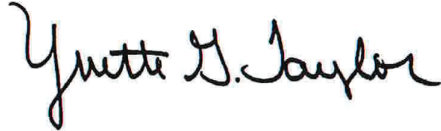
THIS INCIDENTAL USE REQUEST IS:

☒ **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

- 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.

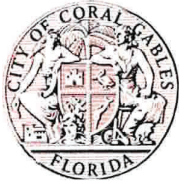
DTPW will notify the Region IV FTA office in advance of any events or activities which are anticipated to draw especially large crowds, media attention and/or which may require additional crowd control or security measures. In such cases, DTPW will provide to the FTA details of the planned event or activity, 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



City of Coral Gables
CITY COMMISSION MEETING
September 8, 2020

ITEM TITLE:

RESOLUTION. A Resolution of the City Commission of Coral Gables, Florida, authorizing the City Manager to execute an Interlocal Agreement between the City of Coral Gables and Miami-Dade County for maintenance of the Underline in substantially the attached form. (Sponsored by Vice Mayor Lago)

BRIEF HISTORY:

On June 28, 2018, the City of Coral Gables (the "City") and Miami-Dade County (the "County") entered into a Memorandum of Understanding (the "Initial MOU") pursuant to which the City agreed to provide up to fifteen million dollars (\$15,000,000) from parks and mobility impact fees to fund portions of the Underline, a planned 10-mile urban trail that will utilize the MPath corridor from the Brickell Station to the Dadeland South Station.

Nearly two years later, on June 14, 2020 the City Commission passed Resolution 2020-151, authorizing the City Manager to enter into an amended and restated MOU with the County to (1) reduce the contingent sum previously allocated and make it a sum certain in the amount of \$7,000,000, (2) to ensure that prior monies paid by the City were not be impacted, and (3) to allow funds provided by the City to be used generally for the completion of the Underline.

Now that the City's financial contribution has been defined, the City and County wish to enter into an Interlocal Agreement, in substantially the attached form, allowing (1) 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 (2) the City to request additional improvements located, in whole or in part, within The Underline, subject to the Parties' agreement on all matters related to design, construction, financing, operation, and maintenance, of such City-requested improvements.

ATTACHMENT(S):

1. Draft Resolution
2. Draft Interlocal Agreement

CITY OF CORAL GABLES, FLORIDA

RESOLUTION 2020-198

A RESOLUTION OF THE CITY COMMISSION
AUTHORIZING THE CITY MANAGER TO EXECUTE
AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF CORAL GABLES AND MIAMI-DADE COUNTY
FOR MAINTENANCE OF THE UNDERLINE IN
SUBSTANTIALLY THE ATTACHED FORM.

WHEREAS, on June 28, 2018, the City of Coral Gables (the "City") and Miami-Dade County (the "County") entered into a Memorandum of Understanding (the "Initial MOU") pursuant to which the City agreed to provide up to fifteen million dollars (\$15,000,000) from parks and mobility impact fees to fund portions of the Underline; and

WHEREAS, Resolution 2017-357 authorized the City Manager to enter into the Initial MOU and set forth the City's commitment to set aside park and mobility impact fees from new development within 1,000 feet of the Underline for eligible expenses for the Underline Project; and

WHEREAS, on June 14, 2020 the City Commission passed Resolution 2020-151, authorizing the City Manager to enter into an amended and restated MOU with the County to (1) reduce the contingent sum previously allocated and make it a sum certain in the amount of \$7,000,000, (2) to ensure that prior monies paid by the City were not be impacted, and (3) to allow funds provided by the City to be used generally for the completion of the Underline; and

WHEREAS, the City and County now wish to enter into an Interlocal Agreement in substantially the attached form allowing (1) 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 (2) the City to request additional improvements located, in whole or in part, within The Underline, subject to the Parties' agreement on all matters related to design, construction, financing, operation, and maintenance, of such City-requested improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Manager is authorized to execute an Interlocal Agreement between Miami-Dade County and the City of Coral Gables for maintenance of

the Underline in a form substantially similar to the draft presented herein, with such modifications as to form that may be approved by the City Manager and City Attorney that are necessary to implement the intent of this Resolution.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF SEPTEMBER, A.D., 2020.
(Moved: Lago / Seconded: Mena)
(Yeas: Fors, Jr., Keon, Lago, Mena Valdes-Fauli)
(Unanimous: 5-0 Vote:)
(Agenda Item: F-2)

APPOINTED:



RAUL VALDES-FAULI
MAYOR

ATTEST:



BILLY Y. URQUIA
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



MIRIAM SOLER RAMOS
CITY ATTORNEY



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(33)

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)(33)
4-20-21

RESOLUTION NO. R-333-21

RESOLUTION APPROVING THE MASTER UNDERLINE MAINTENANCE INTERLOCAL AGREEMENT (MAINTENANCE AGREEMENT) BETWEEN THE CITY OF CORAL GABLES (CITY) AND MIAMI-DADE COUNTY (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 APPROVE OR DISAPPROVE ANY CITY-REQUESTED IMPROVEMENTS UNDER SECTION 2(B) OF THE MAINTENANCE AGREEMENT AND ADD ANY NECESSARY SUPPLEMENTS AND AMENDMENTS TO THE MAINTENANCE AGREEMENT

WHEREAS, This Board desires to accomplish the purposes outline 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:

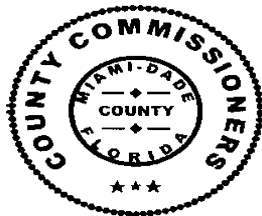
Section 1. Approves the Maintenance Agreement between the City and County, in substantially the form attached to the accompanying memorandum.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute the Maintenance Agreement for and on behalf of the County and to exercise all rights contained therein, including the right to (1) approve or disapprove City-requested improvements under Section 2(b) of the Maintenance Agreement and (2) add any necessary supplements and amendments to the Maintenance Agreement.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of April, 2021. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez