

**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-\_\_\_\_, adopted \_\_\_\_, 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

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 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

By its Board of County Commissioners

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Deputy Clerk

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Carlos A. Giménez, Mayor

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

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Assistant County Attorney

ATTEST:

CITY OF CORAL GABLES

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Billy Y. Urquia , City Clerk

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Peter J. Iglesias City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

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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. R-19-\_\_\_\_\_

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