



**MEMORANDUM
OFFICE OF THE COUNTY MANAGER**

Agenda Item No. 7(F)(1)(C)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: January 20, 2004
and Members, Board of County Commissioners

SUBJECT: 13th Amendment to
Lease Agreement
for Surplus Property
at the former Homestead
Air Force Base

FROM: George M. ~~Hurmes~~
County Manager

A handwritten signature in black ink, appearing to read "G. Hurmes", written over the printed name of George M. Hurmes.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the 13th Amendment to the Interim Lease for surplus property at the former Homestead Air Force Base.

BACKGROUND

As we have reported in the past, Miami-Dade County, acting as the Local Redevelopment Agency, is finalizing negotiations with the Air Force Real Property Agency (AFRPA) for the transfer of approximately 595 acres of surplus property located adjacent to the former Homestead Air Force Base. Negotiations also include the transfer of existing infrastructure and the connection of the Homestead Air Reserve Base (HARB) to the public water system. The basis of the negotiations is the Homestead Reuse Plan and Economic Development Conveyance Application that was approved by the Board and submitted to the Air Force in December, 2001. As you may recall, our approved plan contemplates development to occur in two phases. Phase 1 incorporates those parcels (parcels 3, 4, 5 and 7) that have been remediated of any environmental contamination and, due to their location, hold the greatest potential for redevelopment. The plan further provides for a seven-year redevelopment time frame for this phase. Phase 2 provides for the development of Parcel 11 with industrial/institutional uses.

13TH AMENDMENT TO THE INTERIM LEASE

Since October of 1995, Miami-Dade County has been managing the surplus property under the auspices of an interim lease. Each year, the County has renewed the Interim Lease for an additional one-year period. The current lease period expires on December 31, 2003 and needs to be amended in order for Miami-Dade County to continue to have control over the property. The property is currently managed by the County's Department of General Services and is used by the Miami-Dade Fire Department for training as well as other miscellaneous uses. Key provisions of the lease amendment include the following:

- Lease of the surplus property is extended to December 31, 2004

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 2

- Parcels 13 and 14, previously reserved for the School Board and the well field will be added to leased premises
- The Air Force agrees that in the event the transfer of surplus property does not occur, the federal government will provide Miami-Dade County with easements sufficient for the operation, repair and maintenance of the water and sewer facilities that run through the property
- The lease may be cancelled within thirty days written notice or upon conveyance, whichever is sooner.



Bill Johnson
Assistant County Manager

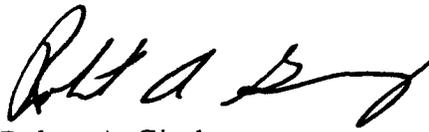


MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(C)

Please note any items checked.

- "4-Day Rule" ("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
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 7(F)(1)(C)

Veto _____

1-20-04

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE 13TH AMENDMENT TO INTERIM LEASE AGREEMENT AND OPERATING AGREEMENT FOR THE SURPLUS PROPERTY AT THE FORMER HOMESTEAD AIR FORCE BASE

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 authorizes the County Manager to execute the 13th Amendment to Interim Lease Agreement and Operating Agreement for the Surplus Property at the Former Homestead Air Force Base.

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

- | | |
|---------------------------------------|------------------|
| Dr. Barbara Carey-Shuler, Chairperson | |
| Katy Sorenson, Vice-Chairperson | |
| Bruno A. Barreiro | Jose "Pepe" Diaz |
| Betty T. Ferguson | Sally A. Heyman |
| Joe A. Martinez | Jimmy L. Morales |
| Dennis C. Moss | Dorrin D. Rolle |
| Natacha Seijas | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Richard B. Rosenthal

5

**THIRTEENTH AMENDMENT TO INTERIM LEASE AGREEMENT AND
OPERATING AGREEMENT ENTERED INTO BY AND BETWEEN THE UNITED
STATES AIR FORCE AND MIAMI-DADE COUNTY, BCA-OL-Y-01-1001
ON SEPTEMBER 14, 1995**

THIS THIRTEENTH AMENDMENT TO INTERIM LEASE AGREEMENT and Operating Agreement (“Thirteenth Amendment”) is made and entered into by and between the Secretary of the Air Force (“Government” or “Air Force”) and Miami-Dade County, a political subdivision of the State of Florida, (“Miami-Dade County” or Lessee”) this _____ day of _____, 2003. The Government and the Lessee may be referred to jointly as the “Parties,” and each separately may be referred to as a “Party.”

RECITALS

The Parties entered into an Interim Lease Agreement (Lease No. BCA-OL-Y-01-1001) authorized by the Miami-Dade County Board of County Commissioners (the “Board”) on September 14, 1995, by Resolution No. R-1191-95, which incorporated several attachments, including an Operating Agreement (attached thereto as Exhibit E), leasing certain premises and property (“Leased Premises”) at the former Homestead Air Force Base (HAFB) to Miami-Dade County on an interim basis; and

The Interim Lease Agreement provided for a term of six (6) months beginning October 1, 1995, and ending on March 31, 1996.

By Resolution No. R-257-96, adopted by the Board on March 19, 1996, an extension of the Interim Lease Agreement for up to six (6) months was authorized.

The First Amendment to the Interim Lease Agreement and Operating Agreement, signed March 25, 1996, extended the term for an additional three (3) months, beginning April 1, 1996, and ending June 30, 1996.

The Second Amendment to the Interim Lease Agreement and Operating Agreement, signed June 28, 1996, extended the term for an additional three (3) months, beginning July 1, 1996, and ending September 30, 1996.

The Third Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on September 17, 1996, by Resolution No. R-1032-96, and extended the term for an additional six (6) months, beginning October 1, 1996, and ending March 31, 1997.

The Fourth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on March 18, 1997, by Resolution No. R-292-97, and extended the term for an additional six (6) months, beginning April 1, 1997, and ending September 30, 1997.

The Fifth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on September 23, 1997, by Resolution No. R-1028-97, and extended the term for an additional six (6) months, beginning October 1, 1997, and ending March 31, 1998, and amended the Premises to be included in the Interim Lease.

On December 2, 1997, pursuant to Ordinance No. 97-212, the legal name of Dade County became Miami-Dade County.

The Sixth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on March 31, 1998, by Resolution No. R-327-98, and extended the term for an additional six (6) months, beginning April 1, 1998, and ending September 30, 1998.

The Seventh Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on September 15, 1998, by Resolution No. R-1047-98, and extended the term for an additional twelve (12) months, beginning October 1, 1998, and ending September 30, 1999, and amended the method by which facilities are transferred to the County as Lessee.

The Eighth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by Board on September 21, 1999, by Resolution No. R-1008-99, and extended the

term for an additional three (3) months, beginning October 1, 1999, and ending December 31, 1999.

The Ninth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on December 16, 1999, by Resolution No. R-1353-99, and extended the term for an additional twelve (12) months, beginning January 1, 2000 and ending December 31, 2000.

The Tenth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on December 19, 2000 by Resolution No. R-1371-00, and extended the term for an additional twelve (12) months, beginning January 1, 2001 and ending December 31, 2001 and reserved certain facilities located on the Premises for use by the Government.

The Eleventh Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board on November 6, 2001 by Resolution No. R-1233-01, and extended the term for an additional twelve (12) months, beginning January 1, 2002 and ending December 31, 2002.

The Twelfth Amendment to the Interim Lease Agreement and Operating Agreement was authorized by the Board by resolution and executed by Miami Dade County on February 4, 2003, and extended the term for an additional twelve (12) months, beginning January 1, 2003 and ending December 31, 2003.

The Parties hereto desire to extend further the term of the Interim Lease Agreement, as amended, with all attachments thereto, to end on December 31, 2004 and to add certain land and facilities to the Leased Premises.

AGREEMENT

NOW THEREFORE, the Secretary of the Air Force, by virtue of the authority conferred by law, and Miami-Dade County, for the consideration of the mutual promises given and received, hereby enters into this Thirteenth Amendment to the Interim Lease Agreement.

Article 1. Leased Premises.

a. In the Tenth Supplemental Amendment, the Lessor reserved Building 718 and associated parking lots for its use. The Lessor no longer has a need for Building 718, therefore, Building 718 and associated parking lots are hereby added back into the Leased Premises effective upon execution of this Thirteenth Supplemental Amendment by the Parties. Physical and Environmental Condition Reports documenting the condition of Building 718 are attached to this Thirteenth Supplemental Amendment to the Interim Lease and Operating Agreement.

b. In the Fifth Supplemental Amendment, Parcels 13 and 14 were formed from a portion of Parcel 11 and they were excluded from the Leased Premises. Parcels 13 and 14 are hereby added back into the Leased Premises effective upon execution of this Thirteenth Supplemental Amendment. Physical and Environmental Condition Reports documenting the condition of Parcels 13 and 14 are attached to this Thirteenth Supplemental Amendment to the Interim Lease and Operating Agreement.

c. The land and facilities known as the Water Well Field and more particularly described in Exhibits A and B are hereby added to the Leased Premises effective upon execution of this Thirteenth Supplemental Amendment. Physical and Environmental Condition Reports documenting the condition of the Water Well Field are attached to this Thirteenth Supplemental Amendment to the Interim Lease and Operating Agreement.

d. The land and facilities known as Facility 934, a sewer lift station, and more particularly described in Exhibits A and B are hereby added to the Leased Premises effective

upon execution of this Thirteenth Supplemental Amendment. Physical and Environmental Condition Reports documenting the condition of Facility 934 are attached to this Thirteenth Supplemental Amendment to the Interim Lease and Operating Agreement.

Article 2. Condition 1, "Term", Section 1.1 is hereby amended to extend the term of the Lease for a period beginning January 1, 2004 and ending on December 31, 2004, unless sooner terminated in accordance with the provisions of the Lease.

Article 3. Condition 15, Insurance, is hereby amended as follows:

a. The existing Condition 15.2.2 is deleted and the following is inserted in its place: Commercial general liability insurance using the most recent occurrence form or its equivalent, covering personal injury, bodily injury, premises, operations, products, completed operations, and independent contractors. Such insurance shall provide coverage for the contractual liability assumed by the Lessee under Condition 14 of this Lease, and shall afford immediate protection at the time of the Term Beginning Date, and at all times during the term of this Lease, with single limit coverage of \$5 million each occurrence and \$10 million aggregate.

b. The following Condition 15.7 is hereby added to the Interim Lease: Notwithstanding any other provision of this Lease, the Lessee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this Lease; provided, however, that if the Lessee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this Lease, the Lessee or any sublessee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this Lease when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Lessee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Lessee's self-insurance is subject, the Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease, and any other information which the Government may require to assess the Lessee's request. If commercial insurance is required for any purpose, the provisions

of Condition 15.2.2 shall apply; however, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this Lease.

Article 4. The following Condition 18.3. is hereby added to the Interim Lease: In the event that the Leased Premises are not conveyed to Miami-Dade County pursuant to the provisions of the Base Realignment and Closure Act of 1990, Pub L. 101-510, as amended, or if this Lease otherwise expires or is terminated and such expiration or termination is not contemporaneous with conveyance of the Leased Premises to Miami-Dade County, the Government shall, in accordance with 10 U.S.C. § 2669 and its implementing regulations, convey to Miami-Dade County easements sufficient to allow Miami-Dade County to operate, maintain, repair, and if necessary, replace water and sewer facilities located on the Leased Premises. The Government shall under these circumstances in addition grant to Miami-Dade County a license to operate the ten-inch water main, which runs under S.W. 127th Avenue within the boundaries of the Leased Premises.

Article 5. Condition 31. Exhibits, is hereby changed as follows:

Exhibits A/B - Description of Leased Premises and Map of Leased Premises are deleted and Attachment 1, the amended Exhibits A/B is attached to and made a part of this Thirteenth Supplemental Amendment to the Interim Lease and Operating Agreement.

Exhibit C - The Physical Condition Report at Attachment 2 to this Thirteenth Supplemental Amendment is hereby added to the Interim Lease and Operating Agreement.

Exhibit D - The Environmental Condition Reports at Attachment 3 to this Thirteenth Supplemental Amendment are hereby added to the Interim Lease and Operating Agreement.

Article 5. All other terms and conditions of the Interim Lease Agreement and amendments shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned has entered into this Thirteenth Amendment to the Lease this _____ day of _____, 2003.

MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida

ATTEST:

Clerk of the Board

BY: _____
County Manager

Approved as to form and legal sufficiency:

Assistant County Attorney

Exhibits A/B

The land and facilities referenced in this Lease are located in and include Parcels 3, 4, 5, 7, 11, 13, 14 and the off-base Water Well field as depicted below. The total acreage contained in these Parcels is approximately 600 acres.

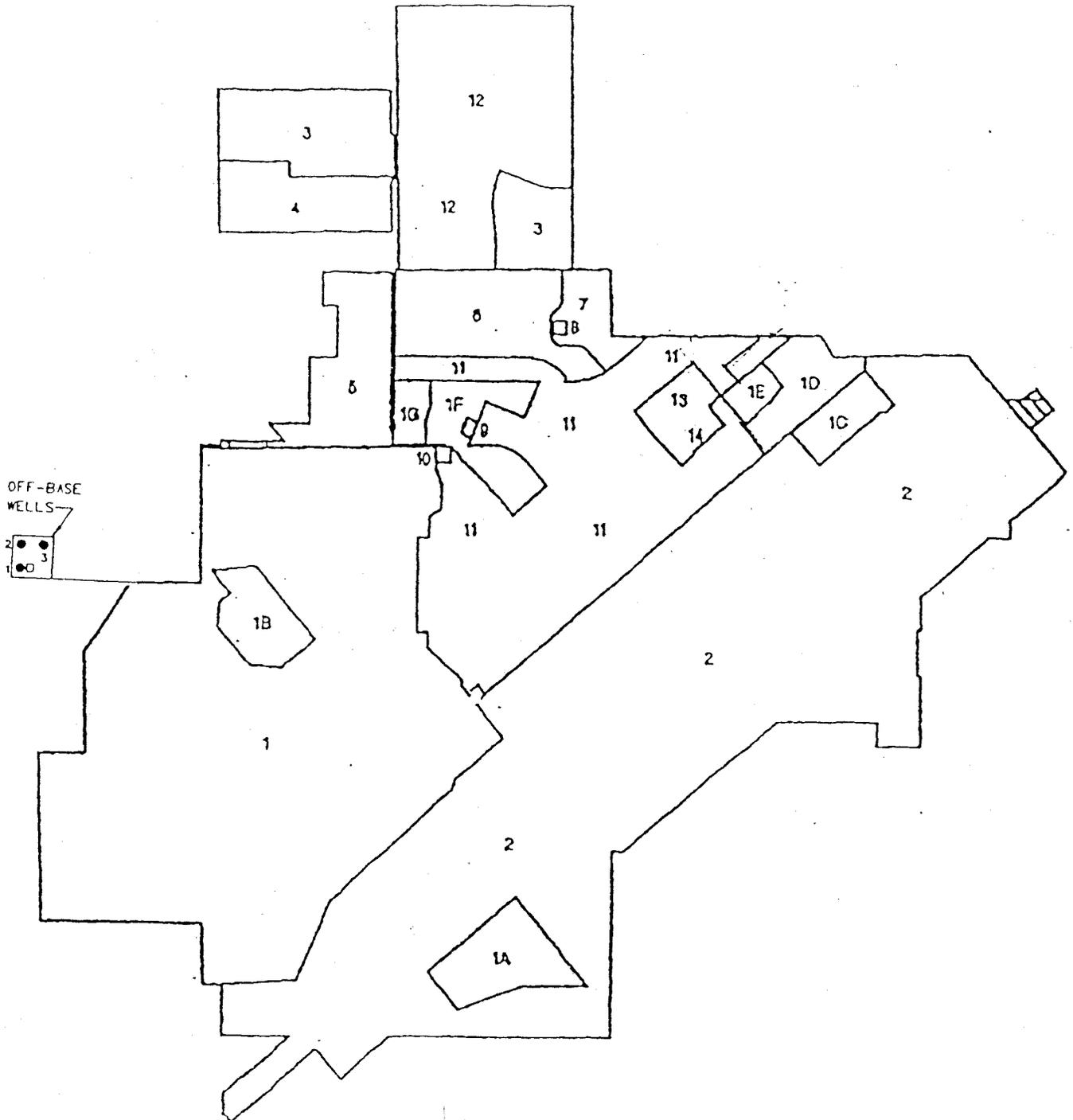


EXHIBIT C

PHYSICAL CONDITION REPORT

FORMER HOMESTEAD AIR FORCE BASE, FLORIDA

This is certify that the land and facilities in Parcels 13 and 14, Building 718, the off-base Water Well Field, and Facility 934 have been inspected by representatives of the Air Force Real Property Agency and have been found to be in the following condition:

1. The overall condition of Buildings 603, 604, 606, and 607 on Parcels 13 and 14 are in good condition with no significant concerns noted.
2. The overall condition of Building 718 is good with no significant concerns noted.
3. The overall condition of the off-base Water Well Field is good with no significant concerns noted.
4. The overall condition of Facility 934 is good with no significant concerns noted.

The Parties concur with the condition of the land, buildings and facilities described in this Physical Condition Report.



ANDREA ZIEMIAN
Realty Specialist
AFRPA/DA

Miami Dade County

Date: 11/18/2003

Date: _____

EXHIBIT D

ENVIRONMENTAL CONDITION REPORT

FORMER HOMESTEAD AIR FORCE BASE, FLORIDA

**PARCELS 13 AND 14, BUILDING 718, WATER WELL FIELD,
AND FACILITY 934**

The Parties agree that they have read and understand the Environmental Baseline Survey for the former Homestead AFB, Florida, and its supplements (collectively, the "EBS"). Each Party states that it has (a) had the opportunity to perform any inspections it deems appropriate to adequately document the environmental condition of the property being added to the Leased Premises. Each Party further agrees that, subject to the limits of the methodology employed in preparing the EBS and in making inspections, the condition of the property being added to the Leased Premises is, to the best of each Party's knowledge that described in the Visual Site Inspections attached to this Environmental Condition Report.



TIMOTHY CARETTI
BRAC Environmental Coordinator
AFRPA/DA

Date: Nov 18, 2003

Miami-Dade County, Florida

Date: _____

Attachments
Visual Site Inspections

ENVIRONMENTAL BASELINE SURVEY
Visual Site Inspection (VSI)

Inspector's Name: Humberto Rivero, Signature: _____ July 30-Aug 1, 2003

Inspector's Name: Timothy Caretti Signature: _____ July 30 - Aug 1, 2003

Description: Parcel 11 Facility: 718

Past Use: ACMI (OSS)

General Observation (debris, trash, spill, etc): Good condition, paint, tiles
in good shape, slight stain on paint in base

Confirm existence and/or describe condition of the following:

Asbestos:

Lead-Based Paint: NO

Underground Storage Tank:

Above Ground Storage Tank:

Oil/Water Separator: NO

PCB: NO

Septic Tank: NO

Storm/Storage Drainage: NO

Waste Piles: NO

Discolored Soil: NO

Noxious Odors: NO

Stressed Vegetation: NO

Fill Areas/Buried Objects: NO

Drums/Drum storage: NO

Stains Sinks/Floor Drains: NO

Evidence of Spills: NO

Evidence of Improper Disposal: NO

ENVIRONMENTAL BASELINE SURVEY
Visual Site Inspection (VSI)

Inspector's Name: Humberto Rivero, Signature: _____ July 30-Aug 1, 2003

Inspector's Name: Timothy Caretti Signature: _____ July 30 - Aug 1, 2003

Description: Parcel 11
Past Use:

Facility: 50 - well Bldg

General Observation (debris, trash, spill, etc): Ext paint peeling, severely
maintained ok, fenced

Confirm existence and/or describe condition of the following:

Asbestos: _____

Lead-Based Paint: _____

Underground Storage Tank: no

Above Ground Storage Tank: ~~no~~ 1 Ast -

Oil/Water Separator: no

PCB: no

Septic Tank: no

Storm/Storage Drainage: no

Waste Piles: no

Discolored Soil: no

Noxious Odors: no

Stressed Vegetation: no

Fill Areas/Buried Objects: no

Drums/Drum storage: no

Stains Sinks/Floor Drains: no

Evidence of Spills: no

Evidence of Improper Disposal: no

ENVIRONMENTAL BASELINE SURVEY
Visual Site Inspection (VSI)

Inspector's Name: Humberto Rivero, Signature: _____ July 30-Aug 1, 2003

Inspector's Name: Timothy Caretti Signature: _____ July 30 - Aug 1, 2003

Description: Parcel 11

Facility: 934

Past Use:

lift station, demolished equipment now extension

General Observation (debris, trash, spill, etc): grounds well maintained

& clean

Confirm existence and/or describe condition of the following:

Asbestos: NO

Lead-Based Paint: NO

Underground Storage Tank: NO

Above Ground Storage Tank: NO

Oil/Water Separator: NO

PCB: NO

Septic Tank: NO

Storm/Storage Drainage: NO

Waste Piles: NO

Discolored Soil: NO

Noxious Odors: NO

Stressed Vegetation: NO

Fill Areas/Buried Objects: NO

Drums/Drum storage: NO

Stains Sinks/Floor Drains: NO

Evidence of Spills: NO

Evidence of Improper Disposal: NO

ENVIRONMENTAL BASELINE SURVEY
Visual Site Inspection (VSI)

Inspector's Name: Humberto Rivero, Signature: _____ July 30-Aug 1, 2003

Inspector's Name: Timothy Caretti Signature: _____ July 30 - Aug 1, 2003

Description: Parcel 11 Facility: 603

Past Use: Primo Admin Facility

General Observation (debris, trash, spill, etc): outside vegetation overgrown, slight soil pitting, Bldg locked but broken windows, bldg in very good shape inside

Confirm existence and/or describe condition of the following:

Asbestos:

Lead-Based Paint:

Underground Storage Tank: NO

Above Ground Storage Tank: NO

Oil/Water Separator: NO

PCB: NO

Septic Tank: NO

Storm/Storage Drainage: NO

Waste Piles: NO

Discolored Soil: NO

Noxious Odors: NO

Stressed Vegetation: NO

Fill Areas/Buried Objects: NO

Drums/Drum storage: NO

Stains Sinks/Floor Drains: NO

Evidence of Spills: NO

Evidence of Improper Disposal: NO

ENVIRONMENTAL BASELINE SURVEY
Visual Site Inspection (VSI)

Inspector's Name: Humberto Rivero, Signature: _____ July 30-Aug 1, 2003

Inspector's Name: Timothy Caretti Signature: _____ July 30 - Aug 1, 2003

Description: Parcel 11

Facility: 664

Past Use:

Drum

General Observation (debris, trash, spill, etc): Vegetation around 3/4 of Bldg,
cleaned through area however still down slope work.

Confirm existence and/or describe condition of the following:

Asbestos:

Lead-Based Paint:

Underground Storage Tank: UL

Above Ground Storage Tank: no

Oil/Water Separator: no

PCB: no

Septic Tank: no

Storm/Storage Drainage: no

Waste Piles: no

Discolored Soil: no

Noxious Odors: no

Stressed Vegetation: no

Fill Areas/Buried Objects: no

Drums/Drum storage: no

Stains Sinks/Floor Drains: no

Evidence of Spills: no

Evidence of Improper Disposal: no