

# Memorandum



**Date:** March 6, 2007  
**To:** Honorable Chairman Bruno A. Barreiro and Members,  
Board of County Commissioners  
**From:** George M. Burgess,  
County Manager  
**Subject:** Resolution Authorizing Execution of Amendment to Open Ground Lease Agreement  
between Miami-Dade County and Marine Spill Response Corporation

Agenda Item No. 8(Q)(1)(C)

## RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing execution of an amendment to the Open Ground Lease Agreement between Miami-Dade County and Marine Spill Response Corporation (MSRC).

## BACKGROUND

On September 19, 1991, the Board approved Resolution R-1015-91, authorizing the execution of a 20-year open ground lease agreement for 8.69 acres of Port property with MSRC for the construction and development of a facility to provide marine spill containment and clean-up services. The agreement also provided for four, five-year renewal periods at MSRC's option. On September 3, 1993, the County entered into a Refrigerated Trailer Storage Agreement with MSRC, allowing the Port to temporarily use 2.35 of the 8.69 acres, abating MSRC's open ground rental payments for the 2.35 acres.

Under the terms of this proposed amendment, the County formally approves the permanent removal of the 2.35 acres from the original open ground lease agreement, no longer requiring MSRC to pay any ground rent for the area. The County will continue to lease the remaining 6.34 acres to MSRC. MSRC acknowledges that, for the remainder of the lease term, all terms and conditions reflected in the open ground lease and any subsequent amendments must be followed.

## FISCAL IMPACT

There are no financial impacts at this time since the 2.35 acres are currently being used by the Port. This amendment will enable the Port to continue to use the land for its own purposes or lease the parcel of land at fair market value, potentially yielding \$475,000 annually.

A handwritten signature in black ink, appearing to read "Susanne M. Torriente".

Susanne M. Torriente  
Chief of Staff/Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(Q)(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. 8(Q)(1)(C)

Veto \_\_\_\_\_

03-06-07

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AMENDMENT TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MARINE SPILL RESPONSE CORPORATION; AND AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAID AMENDMENT AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

**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 hereby approves an Amendment to the Lease Agreement between Miami-Dade County and Marine Spill Response Corporation; in substantially the form attached and after review by the County Attorney's Office; and authorizes the County Mayor or his designee to execute same on behalf of Miami-Dade County and to exercise all rights conferred therein.

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:

- |                      |                                    |
|----------------------|------------------------------------|
|                      | Bruno A. Barreiro, Chairman        |
|                      | Barbara J. Jordan, Vice-Chairwoman |
| Jose "Pepe" Diaz     | Audrey M. Edmonson                 |
| Carlos A. Gimenez    | Sally A. Heyman                    |
| Joe A. Martinez      | Dennis C. Moss                     |
| Dorin D. Rolle       | Natacha Seijas                     |
| Katy Sorenson        | Rebeca Sosa                        |
| Sen. Javier D. Souto |                                    |

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2007. 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.  
Steven B. Bass

SB

**AMENDMENT TO THE GROUND LEASE BETWEEN MARINE  
SPILL RESPONSE CORPORATION AND MIAMI-DADE COUNTY**

THIS AMENDMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2007, to amend the Ground Lease, dated September 18, 1991, previously entered between Marine Spill Response Corporation ("MSRC"), a Tennessee not-for-profit corporation, and Miami-Dade County ("County"), a political subdivision of the State of Florida (collectively, "the Parties").

**WITNESSETH**

WHEREAS, the County and MSRC entered a 20-year ground lease ("Lease") including renewal options on September 18, 1991 for certain land located on the Port of Miami as set forth in Exhibit "A"; and

WHEREAS, the County and MSRC thereafter amended the Lease in 1992 to provide for build-out provisions of the MSRC facility; and

WHEREAS, the Parties again desire to amend the Lease to reduce the amount of land leased thereunder and to replace Exhibit "A" with an amended Exhibit "A";

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) to each party in hand paid, and other good and valuable consideration, as well as in consideration of the mutual covenants contained herein, the Parties hereto hereby agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein.

2. MSRC and the County agree to amend the Lease by the terms and conditions contained in this Amendment. In the event of any inconsistency between this Amendment and the Lease, the terms of this Amendment shall control. All other terms of the Lease shall remain in full force and effect.

3. Reduction of Leasehold and Replacement of Exhibit "A". The amount of land covered by the Lease is hereby reduced by deleting from Exhibit "A" the portion thereof referred to as the "Seaboard Trailer Park", an area of approximately 2.35 acres, as defined with more particularity at Exhibit 1 hereto. As the area defined by Exhibit 1 is being deleted from the Lease, Exhibit "A" to the original Lease shall be replaced by a new Amended Exhibit "A" (reflecting the deletion of the Seaboard Trailer Park area). The new Amended Exhibit "A" is attached hereto as Exhibit 2 and shall hereafter define the reduced ground area now covered by the Lease as amended.

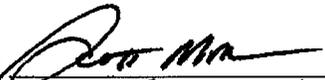
4. Notwithstanding the deletion of the "Seaboard Trailer Park", the parties agree that the parties' respective obligations under Articles 9 of the Lease and the "Refrigerated Trailer Storage Agreement" dated September 3, 1993 shall survive with respect to such deleted space, as

to any claims or obligations that arise from or relate to activities occurring or conditions existing prior to such deletion.

5. Ground Area Rent. As the Seaboard Trailer Park area, defined in Exhibit 1 hereto, has been deleted from the Lease, henceforth, MSRC shall have no further obligation with respect to such area (other than those referenced in and preserved by the preceding paragraph four above) including, without limitation, any obligation to pay any ground rent on the deleted area denoted in Exhibit 1 hereto.

**MARINE SPILL RESPONSE CORPORATION**

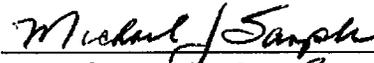
**MIAMI-DADE COUNTY, a political subdivision of the State of Florida**

By:   
Name: SCOTT MORRIS  
Title: VICE PRESIDENT - Commercial Services & Projects  
Date: 1/22/07

By: \_\_\_\_\_  
George M. Burgess  
County Manager

ATTEST:

ATTEST:  
CLERK OF THE BOARD

By:   
Name: MICHAEL J. SAMPLE  
Title: VP & General Counsel  
Date: 1-22-07

By: \_\_\_\_\_  
Deputy Clerk

# Exhibit 1

## (Deleted Section of Leasehold)

Legal Description:

A parcel of land lying within the Port of Miami, Dodge Island, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the South Bulkhead of Dodge Island as set by the Port of Miami Engineering Section at "Range Line" Station 00+00 North and 54+14.44 West, according to the Port of Miami Grid Line System; thence continue Northwesterly along the extension of said "Range Line 00+00 North" for 615.65 feet into Biscayne Bay; thence Northeasterly deflecting  $90^{\circ}00'00''$  to the right for 281.15 feet; thence Northeasterly deflecting  $00^{\circ}00'03''$  (three seconds) to the left for 275.98 feet; thence Southeasterly deflecting  $90^{\circ}00'00''$  to the right for 92.19 feet; thence Northeasterly deflecting  $89^{\circ}35'37''$  to the left for 369.10 feet; thence Northwesterly deflecting  $90^{\circ}24'23''$  to the left for 544.65 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue Northwesterly deflecting  $00^{\circ}00'00''$  for 290.00 feet; thence Southwesterly deflecting  $90^{\circ}00'00''$  to the left for 284.93 feet; thence Southeasterly deflecting  $64^{\circ}02'39''$  to the left for 319.18 feet; thence Northeasterly deflecting  $115^{\circ}32'57''$  to the left for 424.64 feet to the POINT OF BEGINNING.

Containing 2.35 Acres More or Less

Approved as to description

Date 2-5-2007

Andrew D. Connor

## Exhibit 2

### Amended Exhibit A

(Legal Description of M.S.R.C's Remaining (Reduced) Leasehold Parcel)

Legal Description:

A parcel of land lying within the Port of Miami, Dodge Island, Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the South Bulkhead of Dodge Island as set by the Port of Miami Engineering Section at "Range Line" Station 00+00 North and 54+14.44 West, according to the Port of Miami Grid Line System; thence continue Northwesterly along the extension of said "Range Line 00+00 North" for 615.65 feet into Biscayne Bay; thence Northeasterly deflecting 90°00'00" to the right for 281.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence Northeasterly deflecting 00°00'03" (three seconds) to the left for 275.98 feet; thence Southeasterly deflecting 90°00'00" to the right for 92.19 feet; thence Northeasterly deflecting 89°35'37" to the left for 369.10 feet; thence Northwesterly deflecting 90°24'23" to the left for 544.65 feet; thence Southwesterly deflecting 89°35'35" to the left for 424.64 feet; thence Southeasterly deflecting 64°27'03" to the left for 503.66 feet to the POINT OF BEGINNING.

Containing 6.34 Acres More or Less

Approved as to description

Date

2-5-2007

*Andrew D. Coan*