

Business Operations
Ofelia San Pedro, Deputy Superintendent

**SUBJECT: AUTHORIZATION TO EXECUTE A SECOND LEASE
 AMENDMENT WITH HOSANNA COMMUNITY BAPTIST
 CHURCH FOR USE OF PARKING FACILITIES AT OLINDA
 ELEMENTARY SCHOOL, LOCATED AT 5536 NW 21 AVENUE,
 MIAMI**

COMMITTEE: FACILITIES MANAGEMENT

The Board, has authorized the execution of a lease agreement and subsequent amendment with Hosanna Community Baptist Church (Church) for the use of the parking facilities at Olinda Elementary School (School), located at 5536 NW 21 Avenue, Miami. The current agreement stipulates that the lease shall commence on the date that the Church secures a Certificate of Occupancy (CO) for its facility, but no later than December 13, 2004.

The Church has notified the District that although construction of the facility has commenced, the Church may be unable to obtain the CO by the December 13, 2004 deadline. As such, the Church is requesting a second lease amendment to modify the date by which a CO must be secured from December 13, 2004 to December 13, 2005.

No physical improvements requiring the use of District funds will be necessary as a result of the proposed Board action. All other terms and conditions of the current lease agreement will remain unchanged, including:

- a one-year term with two additional one-year option periods at the option of the Board;
- \$1 per year rent;
- use of the full School parking lot on Sundays only, between the hours of 9:30 a.m. and 1:30 p.m. Such use will be restricted exclusively to parishioners and guests of the Church;
- the School shall have the right to use the 30 parking spaces located at the Church at no cost, on an as-needed and space available basis, with 72 hours advance notice;
- the Church shall indemnify the District and shall maintain a policy of General Liability Insurance in the amount of \$1,000,000;

- in addition to cancellation provisions in the event of default and damage or destruction, either party may cancel the agreement at any time without penalty, with 60 days advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

The Principal of Olinda Elementary School and Assistant Superintendent for Region 3 recommend entering into the second amendment to the lease agreement, but that this be the final extension to the lease agreement.

The proposed second lease amendment document has been reviewed by the School Board Attorney's Office.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a second lease amendment with Hosanna Community Baptist Church for the use of parking facilities at Olinda Elementary School, in order to change the date by which the Church must secure a CO from December 13, 2004 to December 13, 2005. All other terms and conditions of the lease agreement will remain unchanged.

CDR:Ihh