

Office of School Facilities  
Rose Diamond, Chief Facilities Officer

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

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

Background

The Board, at its meeting of February 13, 2002, authorized the execution of a lease agreement with Hosanna Community Baptist Church (Church) for use of the parking facilities at Olinda Elementary School (School), located at 5536 NW 21 Avenue, Miami. The Church owns a half-acre parcel of land directly across the street from the School, which will be used for a new church facility currently under construction. Due to the undersized nature of the site, the Church has insufficient space to construct the number of parking spaces required by local building code and as such, it secured the lease agreement with the District for use of the School parking lot. The agreement stipulates that the lease shall commence on the date that the Church secures a Certificate of Occupancy (CO) for its facility. The initial deadline to secure the CO was February 13, 2003, but that date has been extended to December 13, 2005, under the terms of two subsequent lease amendments authorized by the Board.

Proposed Third Lease Amendment

The Church has now notified the District that although construction of the facility is in progress, the Church may be unable to obtain the CO by the December 13, 2005 deadline due to unexpected construction delays. As such, the Church is requesting a third lease amendment to modify the date by which a CO must be secured from December 13, 2005 to December 13, 2006. Should the Church fail to secure the CO by December 13, 2006, the lease agreement will become null and void and of no further force and effect.

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.

Staff contacted the principal of Olinda Elementary School, the Regional Center III Superintendent and the Associate Superintendent of School Operations, who recommend entering into a third amendment to the lease agreement in order to extend the deadline by which the Church must secure a CO from December 13, 2005 to December 13, 2006.

The proposed third lease amendment document shall be reviewed by the School Board Attorney's Office prior to its execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a third lease amendment with Hosanna Community Baptist Church for use of the parking facilities at Olinda Elementary School, in order to change the date by which the Church must secure a CO from December 13, 2005 to December 13, 2006. All other terms and conditions of the lease agreement will remain unchanged.