

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: RENEWAL OF THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR) AND HOSANNA COMMUNITY BAPTIST CHURCH, INC. (AS LESSEE), FOR USE OF THE PARKING FACILITIES AT OLINDA ELEMENTARY SCHOOL, LOCATED AT 5536 NW 21 AVENUE, MIAMI

COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

Since February 2002, Hosanna Community Baptist Church, Inc. (Church), has leased the parking facilities at Olinda Elementary School (School), located at 5536 NW 21 Avenue, Miami (see location map), for use on Sundays. Under the terms of the Agreement, the School has the right to use 30 parking spaces, located on the Church site, on a space-available and as-needed basis. The current term of the Agreement expires August 1, 2009, and the Church has one one-year renewal option period available. Authorization of this renewal will provide the Church with use of the School parking facilities for the period commencing August 2, 2009 and ending August 1, 2010.

Proposed Lease Renewal

The Agreement will be renewed for the period of August 2, 2009 to August 1, 2010. 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 Agreement will remain unchanged, including:

- \$1 per year rent;
- the Church has use of the entire School parking lot on Sundays only, between the hours of 9:30 a.m. and 1:30 p.m. Such use is restricted exclusively to parishioners and guests of the Church;
- the School has 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;

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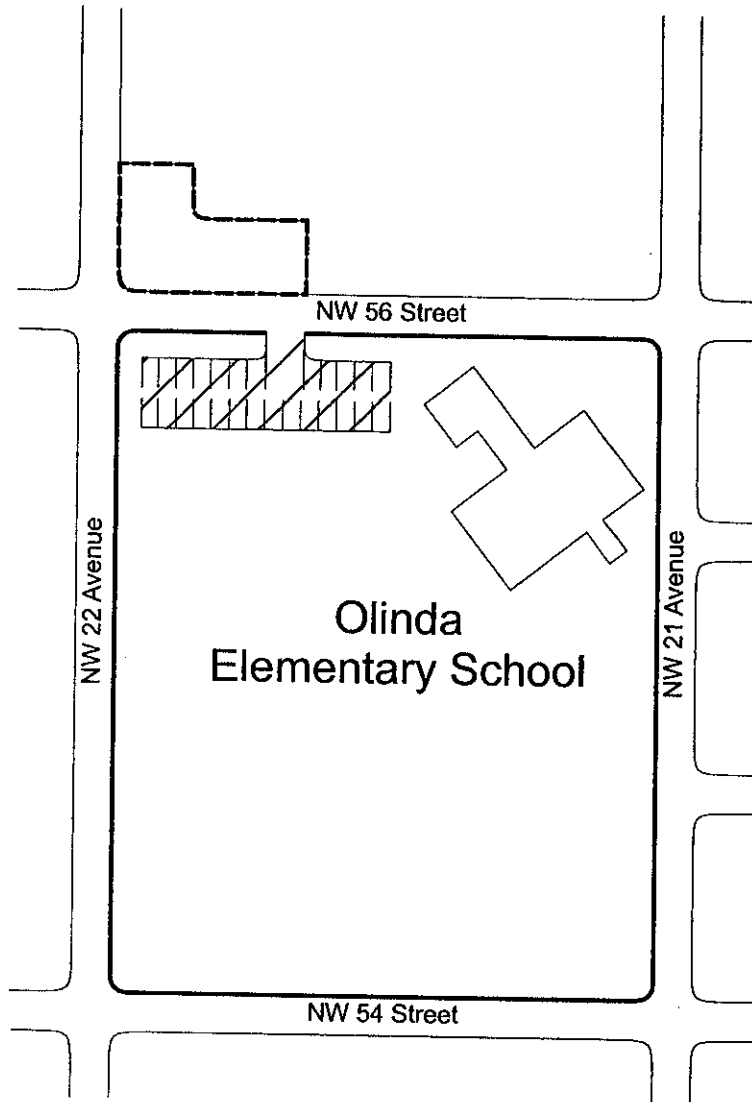
- in addition to cancellation provisions in the event of default and damage or destruction, either party may cancel the Agreement at any time without penalty, with 60 days advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required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

The principal of Olinda Elementary School and the North Central Regional Superintendent recommend renewing the Agreement for the period commencing August 2, 2009, and ending August 1, 2010.



RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the renewal of the lease agreement between the School Board (as Lessor) and Hosanna Community Baptist Church, Inc. (as Lessee), at an annual rental of \$1, for use of the parking facilities at Olinda Elementary School. The renewal period will commence August 2, 2009 and end August 1, 2010. All other terms and conditions of the Agreement will remain unchanged.

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Location Map



Legend

	Hosanna Community Baptist Church Property
	Demised Premises

