

May 3, 2010

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO 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 AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

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, 2010, and there are no renewal options remaining.

Proposed Lease Amendment

Given its continuing need to serve the parking requirements of Church members, the Church has requested that the Agreement be amended to extend the term for four years. The proposed Amendment will extend the current term from August 2, 2010, to August 1, 2014. Any extensions beyond that date will require further Board action. 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;

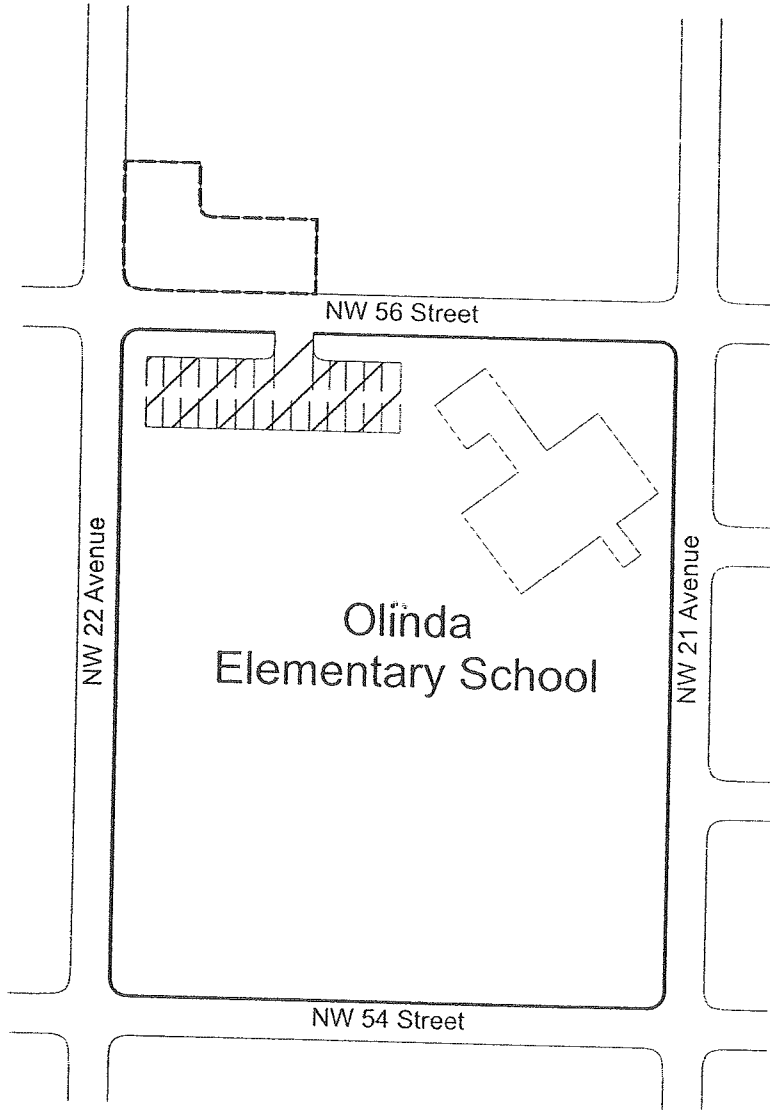
- the Church shall indemnify the District and shall maintain a policy of General Liability Insurance in the amount of \$1,000,000;
- in addition to cancellation provisions in the event of default and damage or destruction, either party may cancel the Agreement at any time without penalty, with 60 days 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 Region Center III Superintendent recommend extending the term of the Agreement from August 2, 2010, to August 1, 2014.



RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to the lease agreement between the School Board (as Lessor) and Hosanna Community Baptist Church, Inc. (as Lessee), to extend the term of the lease agreement from August 2, 2010, to August 1, 2014, at an annual rental of \$1. All other terms and conditions of the lease agreement will remain unchanged.

IB:

Location Map



Legend

-  Hosanna Community Baptist Church Property
-  Demised Premises



