

Business Operations  
Larry W. Stanearth, Chief Business Officer

**SUBJECT:            AUTHORIZATION TO EXECUTE A LEASE AMENDMENT WITH  
                         HOSANNA COMMUNITY BAPTIST CHURCH FOR USE OF  
                         PARKING FACILITIES AT OLINDA ELEMENTARY SCHOOL**

**COMMITTEE:        FACILITIES PLANNING AND CONSTRUCTION**

The Board, at its meeting of February 13, 2002, authorized the execution of a lease agreement with Hosanna Community Baptist Church (Church) for the use of parking facilities at Olinda Elementary School (School). The Church owns a half-acre parcel of vacant land directly across the street from the School, and is planning to construct a 4,690 square foot church facility. Due to the undersized nature of the site, the Church has insufficient room to construct the number of parking spaces required by local building code. In an attempt to remedy this situation, the Church applied for and received a zoning variance from Miami-Dade County to allow it to construct fewer parking spaces on the site, subject to the Church securing additional parking. The church subsequently secured a lease with the District as described above.

The lease agreement was subsequently executed by both parties and includes the following terms and conditions:

- 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 lease shall commence on the date that the Church secures a Certificate of Occupancy (CO) for its new building. Should the Church fail to secure the CO by February 13, 2003, the lease agreement shall be null and void;

- 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 Church has now notified the District that construction of the church facility has not yet commenced and the CO cannot be secured by February 13, 2003. Further, construction will not begin until February 2004. As such, the Church does not anticipate receiving the CO until December 2004, and is requesting a lease amendment to modify the date by which a CO must be secured from February 13, 2003 to December 13, 2004. All other terms and conditions of the lease agreement will remain unchanged. The principal of Olinda Elementary School, Region Superintendent for Region III and Associate Superintendent for School Operations recommend amending the lease agreement.

The proposed lease amendment document will be reviewed by the School Board Attorney's Office, the Principal of Olinda Elementary School and the Region Superintendent for Region III, prior to its execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a 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 February 13, 2003 to December 13, 2004. All other terms and conditions of the lease agreement will remain unchanged.

MAL:rr