

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND HOSANNA COMMUNITY BAPTIST CHURCH, INC., FOR USE OF THE PARKING FACILITIES AT AGENORIA S. PASCHAL/OLINDA ELEMENTARY SCHOOL, LOCATED AT 5536 NW 21 AVENUE, MIAMI, FLORIDA 33142; AND**
- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE LEASE AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Beginning in February 2002, Hosanna Community Baptist Church, Inc. ("Church"), leased the parking facilities at Agenoria S. Paschal/Olinda Elementary School ("School"), located at 5536 NW 21 Avenue, Miami, Florida 33142 (see location map), for use on Sundays. Under the terms of the agreement, the School had the right to use 30 parking spaces, located on the Church site, on a space-available and as-needed basis. The term of the agreement expired August 1, 2014. Given its continuing need to serve the parking requirements of Church members, the Church has now requested to enter into a new Lease Agreement ("Lease Agreement") for a three-year period, under similar terms and conditions. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

Proposed Lease Agreement

Terms of the proposed Lease Agreement are, substantially, as follows:

- three (3) year term;
- two one-year lease extensions, at the option of the Board;
- \$1 per year rent;

- the Church has use of the entire School parking lot, consisting of 66 spaces, 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 an amount as specified by the District's Office of Risk and Benefits Management;
- the Lease Agreement may be cancelled by either party in the event of default, which default is not cured, damage or destruction of the parking area, or 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, including renewing, extending, cancelling or to terminating this Agreement.

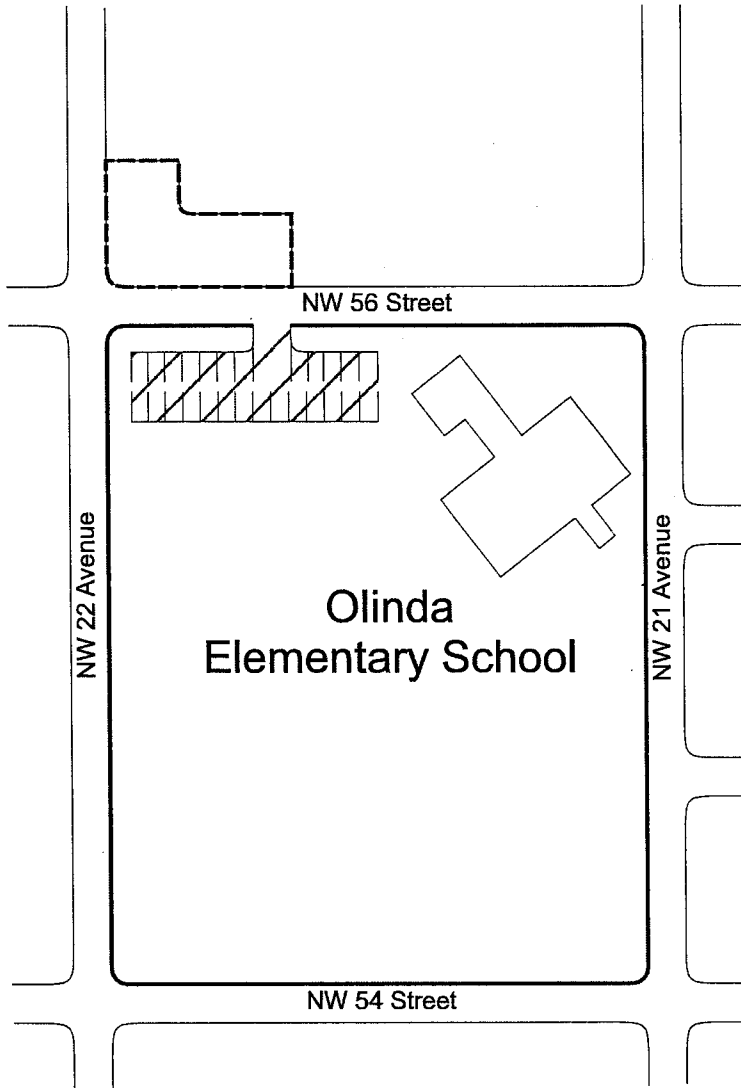
The principal of Agenoria S. Paschal/Olinda Elementary School and the Region Superintendent, Central Region Office recommend extending the term of the Lease Agreement for a three-year period.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize negotiations and execute a lease agreement between the School Board and Hosanna Community Baptist Church, Inc., for use of the parking facilities at Agenoria S. Paschal/Olinda Elementary School Located at 5536 NW 21 Avenue, Miami, Florida, under substantially the terms and conditions noted above; and
- 2) grant or deny all approvals required under the lease agreement, including renewing, extending, cancelling or terminating the lease agreement.

IB:

Location Map



Legend

	Hosanna Community Baptist Church Property
	Demised Premises

