

Business Operations  
Larry W. Stanearth, Chief Business Officer

**SUBJECT:            AUTHORIZATION TO EXECUTE A LEASE AMENDMENT WITH  
                         THE HIALEAH CHURCH OF THE NAZARENE, INC., FOR THE  
                         USE OF PARKING FACILITIES BY SOUTH HIALEAH  
                         ELEMENTARY SCHOOL**

**COMMITTEE:        FACILITIES MANAGEMENT**

Introduction

Since June 1994, the School Board (Board) has leased two parking lots with a combined total of 30 parking spaces, located at 310 East 5 Street, for staff and visitors at South Hialeah Elementary School, from the Hialeah Church of the Nazarene, Inc. (see location map). The District has completed its initial one-year term and the second of three one-year renewal option periods available under the current lease agreement. The current term of the lease agreement will expire on May 31, 2003, and there is one remaining renewal option period available under the current lease agreement.

Given that the District does not have any renewal option periods available beyond May 31, 2004, and because of a continuing need to provide parking for staff and visitors at the school, staff contacted the landlord, who agreed to amend the lease at this time to extend the period of District occupancy.

Proposed Lease Amendment

In order to make the lease renewal process more efficient, staff is recommending that the Board enter into a five-year extension of the lease term commencing June 1, 2003 and ending May 31 2008, with the annual rental rate to remain fixed at \$3,600 throughout the five year term, which is \$10 per space monthly. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. In addition to the rental rate, the following terms and conditions of the lease agreement will also remain unchanged:

- the Board is responsible for maintaining the premises in a neat and clean condition and for repairing any damage caused to the premises as a result of the District's use;
- the landlord is responsible for the payment of all utility charges, if any;
- the District may cancel the lease at any time by giving the landlord 60 days prior written notice; and

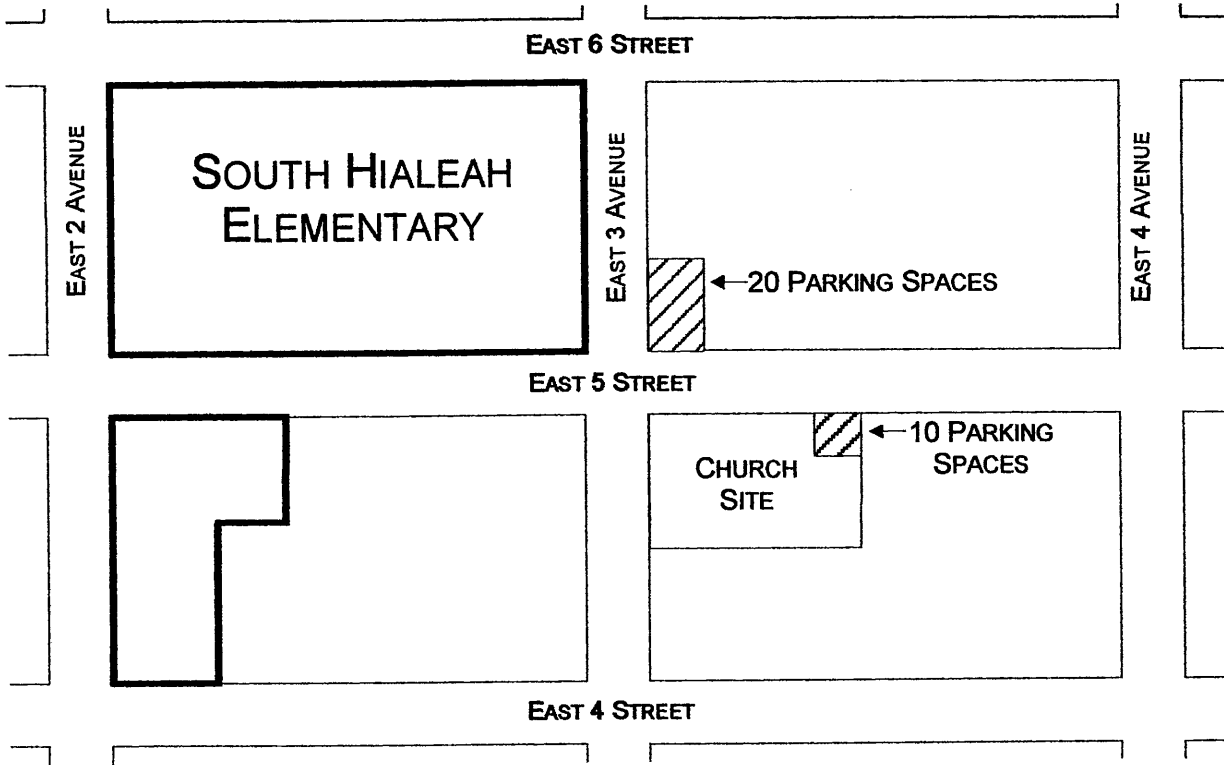
- the landlord will only have the right to cancel the lease in the event of damage or destruction, or if the District defaults under the terms of the lease and fails to cure the default.

Staff contacted the principal of South Hialeah Elementary School, the Region III Superintendent and the Associate Superintendent of School Operations, who indicated a continuing need for this parking facility to serve South Hialeah Elementary School. The proposed lease amendment will be reviewed and approved by the Office of Risk and Benefits Management and 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 lease amendment with the Hialeah Church of the Nazarene, Inc., for the use of parking facilities by South Hialeah Elementary School, in order to extend the lease term through May 31, 2008. All other terms and conditions of the lease agreement, including the annual rental rate of \$3,600, will remain unchanged.

MMC:rr

# LOCATION MAP



**LEGEND**

 DEMISED PREMISES CONSISTING OF A TOTAL OF 30 PARKING SPACES

(NOT TO SCALE)