

Facilities Planning and Construction
Paul J. Phillips, Chief Facilities Officer

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

Since June 1994, the Board has leased a total of 30 parking spaces in two separate parking lots located at 310 East 5 Street (see location map) from the Hialeah Church of the Nazarene, Inc. (Church), for staff and visitors at South Hialeah Elementary School (School). The District is in its last renewal option period and the current lease agreement will expire on May 31, 2000. The school principal has indicated a continuing need for the lot containing 20 parking spaces, which is conveniently located adjacent to the school, with the additional 10 parking spaces to be used on an as-needed basis for overflow parking and special school events.

In accordance with Division leasing procedures, when the duration of new leases is expected to exceed three years, or upon the completion of the original term of the existing lease, the Division shall perform an analysis to determine lease costs versus the costs associated with lease-purchase or purchasing a similar facility. Based on the information provided by the user, District staff performed the cost analysis and the results indicate that leasing remains the District's most cost-effective option.

Pursuant to negotiating procedures, a Management Team meeting was held on February 14, 2000, for direction on negotiating strategies and parameters. Based on this direction, terms and conditions of the proposed lease agreement are as follows:

- the leased area shall consist of two parking lots containing a total of 30 parking spaces;
- the School shall have use of both parking lots from 6:00 a.m.-5:00 p.m. on regular school days, and the 20 parking space lot on Saturdays from 8:00 a.m.- 1:00 p.m. to serve community school operations;
- the 10 parking space lot shall be available to the School upon a notice of need to the Church;
- the District shall only assume supervisory responsibility and be liable for incidents that occur on the 10 parking space lot, during those times that the lot is used by the School for overflow parking purposes;

- a one year term from June 1, 2000 to May 31, 2001, with three one-year renewal option periods, at the Board's option;
- the annual lease rate shall be \$3,600, which has remained unchanged since 1994, and shall not increase during the renewal option periods;
- the District shall have the right to cancel the lease at any time by providing the landlord with 60 days prior written notice;
- the landlord shall have the right to cancel the lease only in the event of damage or destruction or if the District defaults under the lease agreement and fails to cure the default; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease or to cancel this lease.

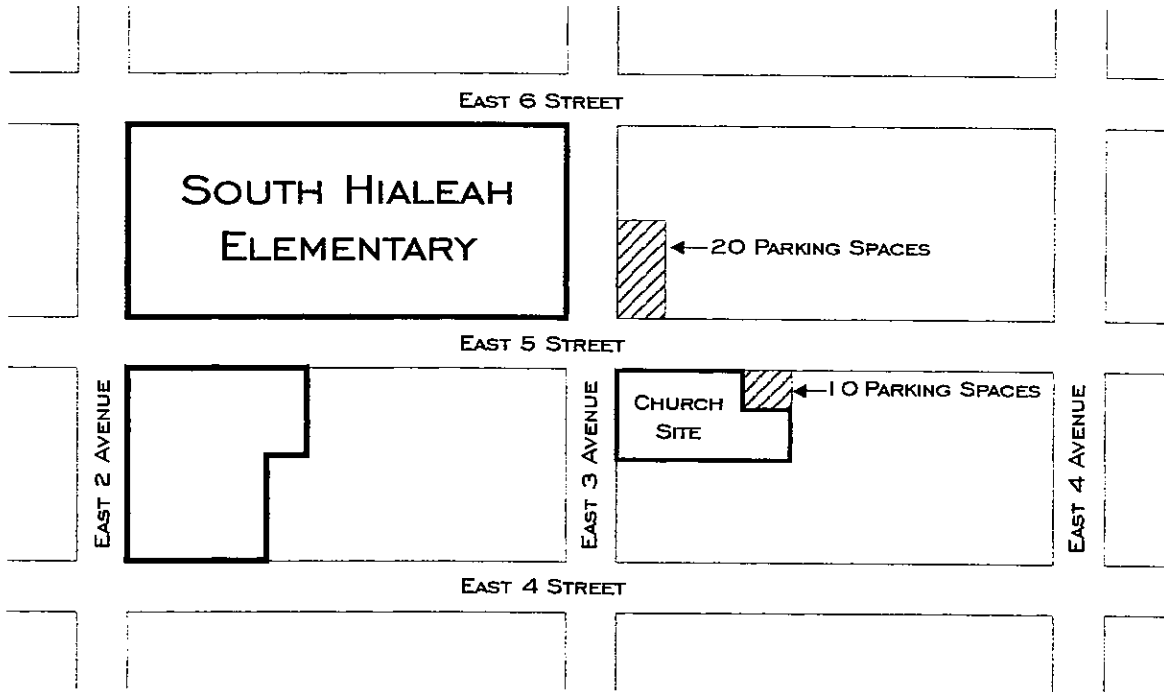
The proposed lease agreement has been reviewed by the School Board Attorney's Office and by the Office of Risk and Benefits Management. The principal of South Hialeah Elementary School, Region Superintendent for Region III, and Deputy Superintendent of School Operations recommend approval of this lease agreement.

A copy of the proposed agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.


RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with the Hialeah Church of the Nazarene, Inc., for use of parking facilities for South Hialeah Elementary School, at an annual rental amount of \$3,600, and under the terms and conditions set forth above.

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LOCATION MAP



LEGEND

 PROPOSED DEMISED AREA

