Office of Superintendent of Schools Board Meeting of April 25, 2018

Office of School Facilities

Jaime G. Torrens, Chief Facilities Officer

SUBJECT:

THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH CHAPMAN PARTNERSHIP, INC. ("CHAPMAN"), TO EXTEND THE TERM FOR USE BY CHAPMAN OF BOARD-OWNED LAND, LOCATED AT 1550 AND 1527 NORTH MIAMI AVENUE, MIAMI, FLORIDA 33136, TO MAY 4, 2044, TO OPERATE PROGRAMS SERVING THE HOMELESS OF MIAMI-DADE COUNTY; AND
- 2) EXECUTE AMENDMENTS TO THE LEASE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE LEASE AGREEMENT; AND
- 3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING CANCELLING OR TERMINATING THE LEASE AGREEMENT, AND PLACING CHAPMAN IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE:

FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC

BLUEPRINT:

EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

In May 1994, the School Board leased Board-owned land, located at 1550 and 1527 North Miami Avenue (the "Demised Premises"), to the Community Partnership For Homeless, Inc. ("CPHI"), to provide and make available certain services, educational programs, activities and facilities for the use and benefit of the homeless population of Miami-Dade County ("Lease Agreement"). CPHI, now known as the Chapman Partnership, Inc. ("Chapman"), subsequently constructed, and continues to operate, a residential facility on the site providing a host of programs and services to the community, including a District operated Head Start program. The current term of the Lease Agreement runs until May 4, 2034, and may be extended at the sole option of the

School Board for one additional ten-year period, upon Chapman giving notice to the School Board requesting such extension.

Chapman has now advised that, in order to ensure its long term viability as an organization serving the homeless of Miami-Dade County, it requested an extension of the Miami-Dade County Homeless Trust Operating Agreement through December 14, 2043, and the Miami-Dade County Board of County Commissioners approved same at its meeting of September 20, 2016. In keeping with the long term commitment of Miami-Dade County, Chapman is requesting that the School Board authorize the above referenced ten-year extension of the Lease Agreement at this time. The proposed Lease Agreement extension will run through May 4, 2044.

Proposed Amendment to Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, and the Chief Facilities Officer, Office of School Facilities, recommend entering into an Amendment to the Lease Agreement ("Amendment") with Chapman to extend the lease term for ten years, in conformance with the provisions of the Lease Agreement. The Lease Agreement will be further amended to include additional terms and conditions that conform to current legal and risk management criteria and Board Policy. Accordingly, the proposed Amendment shall provide, substantially, the following terms and conditions:

- The term of the Lease Agreement shall be extended from May 4, 2034 to May 4, 2044. No extensions will be available beyond May 4, 2044, without further Board action:
- In the event of any litigation between the Parties under the Lease Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the expiration or early termination or cancellation of the Lease Agreement;
- Chapman shall hold harmless and indemnify the Board against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of the negligent performance of this Lease Agreement (including goods and services provided thereto) by or on behalf of Chapman. However, nothing herein shall be deemed to indemnify the Board from any liability or claim arising out of the negligent performance or failure of performance of the Board or as a result of the negligence of any unrelated third party;
- The Board shall indemnify and hold harmless Chapman to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this Act whereby the Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Board arising out of the

same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the Board. However, nothing herein shall be deemed to indemnify Chapman from any liability or claim arising out of the negligent performance or failure of performance of Chapman or as a result of the negligence of any unrelated third party;

- Chapman agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or Chapman's negligent performance under this Lease Agreement;
- The Lease Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- The Lease Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Chapman agrees to comply with Florida's Public Records Laws and laws relating to records retention;
- If there is a requirement for infrastructure improvements or other regulatory compliance due to Chapman's lease, use or occupancy of the Demised Premises, Chapman shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- Chapman shall be responsible for the collection and payment of any taxes, fees
 or other assessments, including but not limited to sales tax, ad valorem tax, all
 licenses, permits and other taxes which may be imposed on the Demised
 Premises as a result of the leasing, use or occupancy of the Demised Premises
 by Chapman;
- A counterparts provision shall be added to the Lease Agreement;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals under the Lease Agreement relating to operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including placing Chapman in default, and canceling or terminating the Lease Agreement.

The proposed Amendment has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Amendment in its final form shall be made available for inspection and review by the public prior to the Board meeting.

RECOMMENDED:

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

- 1) execute an amendment to the Lease Agreement with Chapman Partnership, Inc. ("Chapman"), to extend the term for use by Chapman of Board-owned land, located at 1550 and 1527 North Miami Avenue, Miami, Florida 33136, to May 4, 2044, to operate programs serving the homeless of Miami-Dade County, under, substantially, the terms and conditions noted above; and
- 2) execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement; and
- 3) grant or deny all approvals required under the Lease Agreement, including cancelling or terminating the Lease Agreement, and placing Chapman in default, as may be applicable.

MAL

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is made and entered into this day of 20, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the "Board"), and CHAPMAN PARTNERSHIP, INC., a not-for-profit corporation of the State of Florida ("Chapman"). The Board and Chapman are sometimes referred to in this First Amendment individually as "Party" and collectively as the "Parties."		
WITNESSETH		
WHEREAS, the Community Partnership For Homeless, Inc. ("Original Tenant"), and the Board entered into that certain Lease Agreement, dated May 5, 1994 (the "Agreement"), for Board-owned land located at 1550 and 1527 North Miami Avenue, to provide and make available certain services, educational programs, activities and facilities for the use and benefit of the homeless population of Miami-Dade County; and		
WHEREAS, Chapman has succeeded to the interests of Original Tenant under the Agreement; and		
WHEREAS, Chapman has advised that in order to ensure its long term viability as an organization serving the homeless of Miami-Dade County, and to provide for the term of this Agreement to run substantially coterminous with the Miami-Dade County Homeless Trust Operating Agreement, it is seeking to extend the term of the Agreement for (10) years, as currently provided for in the Agreement; and		
WHEREAS, the Parties are desirous of entering into this First Amendment to extend the term of the Agreement, and to include additional terms and condition that conform to current legal and risk management criteria and Board Policy, as provided below; and		
WHEREAS, Chapman Partnership, Inc., by the adoption of Resolution No, at its meeting of, 20, approved this First Amendment; and		
WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this First Amendment in accordance with Board Item No. F, at its meeting of, 20		
NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:		

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. Paragraph One of Article III (TERM OF LEASE AGREEMENT) of the Agreement is deleted in its entirety, and the following language is hereby substituted:

"The term of this Agreement shall be for fifty (50) years commencing on the date hereof, and ending May 4, 2044 at midnight. No extensions of the term beyond May 4, 2044 shall be available without the Parties amending this Agreement, as provided for herein."

3. Article IX (INDEMNIFICATION)) of the Agreement is deleted in its entirety, and the following language is hereby substituted:

"Chapman shall hold harmless and indemnify Board against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of the negligent performance of this Agreement (including goods and services provided thereto) by or on behalf of Chapman, However, nothing herein shall be deemed to indemnify the Board from any liability or claim arising out of the negligent performance or failure of performance of the Board or as a result of the negligence of any unrelated third party.

The Board does hereby agree to indemnify and hold harmless Chapman to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by Board arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the Board. However, nothing herein shall be deemed to indemnify Chapman from any liability or claim arising out of the negligent performance or failure of performance of Chapman or as a result of the negligence of any unrelated third party.

In addition, Chapman agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or Chapman's negligent performance under this Agreement."

4. Article X (INSURANCE) of the Agreement is deleted in its entirety, and the following language is hereby substituted:

"Chapman shall provide the Board with confirmation of Chapman's selfinsurance program in a form and substance acceptable to the Board or its designee, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting, at a minimum, the following requirements: (1) Commercial General Liability Insurance in an amount not less than \$1 Million combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of Chapman, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all employees of Chapman as required by Florida Statutes. "The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation Insurance. Proof of coverage shall be provided to the Board on an original certificate of insurance endorsed to reflect a minimum thirty (30) day advanced notice of cancellation. The certificate of insurance shall remain in full force and effect during the term of this Agreement, and Chapman shall furnish the Board evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy."

- 5. Article XIX (NOTICE AND GENERAL CONDITIONS) of the Agreement is deleted in its entirety, and the following language is hereby substituted:
 - "A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to Board:

The School Board of Miami-Dade County, Florida c/o Superintendent of Schools School Board Administration Building 1450 N.E. Second Avenue, Room 912 Miami, Florida 33132

Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools Planning, Design and Sustainability

Attention: Deputy Chief Facilities and Eco-Sustainability Officer

1450 N.E. Second Avenue, Room 525

Miami, Florida 33132 Fax: 305-995-4760

E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida School Board Attorney's Office 1450 NE 2nd Avenue, #400 Miami, FL 33132

Attn: School Board Attorney

Fax: 305-995-1412

E-mail: Walter. Harvey@dadeschools.net and Acraft@dadeschools.net

In the case of notice or communication to Chapman:

Chapman Partnership, Inc.

Attn: H. Daniel Vincent, President & CEO

1550 North Miami Avenue

Miami, FL 33136 Ph: 305-329-3026

Email: dvincent@chapmanpartnership.org

With a copy to:

Chapman Partnership, Inc. Attn: Howard Rubin, CFO 1550 North Miami Avenue

Miami, FL 33136 Phone: 305-929-3044

Email: hrubin@chapmanpartnership.org

- B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.
- C. For purposes of this Agreement, the Superintendent of Schools or

designee shall be the party designated by the Board to grant or deny any and all approvals under this Agreement relating to operational issues. In addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Agreement within the authority granted him by the School Board in the Agreement, and to grant or deny any approvals required by the Agreement, including placing Chapman in default, and canceling or terminating the Agreement as provided herein.

- D. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided. Counsel for the Board and Counsel for Chapman may deliver Notice on behalf of the Board and Chapman, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision."
- 6. Article XXVII (SPECIAL ASSESSMENTS OR TAXING DISTRICT) of the Agreement is deleted in its entirety, and the following language is hereby substituted:

"Chapman shall be responsible for payment of any taxes, fees or other assessments, including but not limited to ad valorem taxation, sales tax and special assessments, which may be imposed on the DEMISED PREMISES, as a result of the use and occupancy of the DEMISED PREMISES by Chapman. In the event that upgrades, modifications or changes to improvements located within the DEMISED PREMISES are required to meet or comply with new or revised codes, laws or governmental requirements or regulations applicable to the improvements as a result of Chapman's use and occupancy of the DEMISED PREMISES, Chapman shall be responsible, at Chapman's expense, for any such upgrade, modification or change."

- 7. Article XXVIII (CONSTRUCTION OF AGREEMENT) of the Agreement is amended to reflect that the venue for any disputes shall be Miami-Dade County, Florida.
- 8. This Agreement is hereby amended to add a new Article XXIX (COUNTERPARTS), which Article shall read as follows:

"COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement."

 This Agreement is hereby amended to add a new Article XXX (FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS), which Article shall read as follows:

"FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS & ACCESS TO RECORDS

Chapman understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. Chapman shall keep and maintain public records required by the School Board to perform the service. Chapman shall keep records to show its compliance with program requirements. Chapman must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of Chapman which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Chapman shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Chapman does not transfer the records to the public agency. Chapman shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Chapman or keep and maintain public records required by the School Board to perform the service. If Chapman transfers all public records to the School Board upon completion of the Agreement, Chapman shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Chapman keeps and maintains public records upon

completion of the Agreement, Chapman shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF CHAPMAN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132."

10. This Agreement is hereby amended to add a new Article XXXI, which Article shall read as follows:

"LEGAL FEES AND COURT COSTS

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement."

11. This Agreement is hereby amended to add a new Article XXXII, which Article shall read as follows:

"SUBORDINATION

This Agreement is and shall be subject and subordinate to any ground or underlying leases and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases on the DEMISED PREMISES, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Chapman shall execute promptly any certificate that the Board may request."

12. This Agreement is hereby amended to add a new Article XXXIII, which Article shall read as follows:

"HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known

to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "Environmental Law" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED PREMISES, or arising from Chapman's use or occupancy of the DEMISED PREMISES, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES. The term "Hazardous Substances Discharge" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED PREMISES, or that arises at any time from Chapman's use or occupancy of the DEMISED PREMISES.

Chapman shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED PREMISES or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES, or the transportation to or from the DEMISED PREMISES of any Hazardous Substance.

Chapman shall, at its expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES. Chapman shall, at its expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES during the term of this Agreement. governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by Chapman with respect to the DEMISED PREMISES, then Chapman shall, at its expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. Chapman shall promptly notify the Board of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the DEMISED PREMISES, and shall promptly provide the Board with all information reasonably requested by the Board regarding the use, generation, storage, transportation or disposal of Hazardous Substances in or at the DEMISED PREMISES.

The obligations and liability of Chapman under this paragraph shall survive the expiration or termination of this Agreement. Nothing in this Agreement is intended to operate as a waiver of the Board's sovereign immunity."

13. This Agreement is hereby amended to add a new Article XXXIV, which Article shall read as follows:

"MISCELLANEOUS PROVISIONS

- A. RECORDATION: This Agreement may not be recorded by either Party.
- B. EMINENT DOMAIN: If any part of the DEMISED PREMISES is taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. The Parties may pursue all available remedies for the taking but will have no interest in the award made to the other Party as it relates to such Party's property.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. OWNERSHIP: The Board shall retain fee simple ownership of the DEMISED PREMISES at all times.
- F. TAX-EXEMPT STATUS: In addition to the provisions of Article XXVII of this Agreement, Chapman acknowledges and agrees that in the event the tax-exempt status of the DEMISED PREMISES is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by Chapman, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by County, State or any other jurisdictional entity) shall constitute a material breach under this Agreement, and may result, at the Board's sole option, in the termination of this Agreement for cause. Payment of any taxes so imposed shall be remitted to the Board within ten (10) days of receipt of notice, without demand."
- 14.All other terms and conditions of the Agreement, as amended, shall remain unchanged and in full force and effect.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Board and Chapman have caused this First Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

WITNESSES AS TO BOARD:	BOARD: THE SCHOOL BOARD OF MIAMI- DADE COUNTY, FLORIDA
Print Name:Print Name:	By: Alberto M. Carvalho Superintendent of Schools Date:
	RECOMMENDED:
TO THE BOARD: APPROVED AS TO RISK MANAGEMENT ISSUES: Office of Risk and Benefits Management Date:	Jaime G. Torrens Chief Facilities Officer Date: TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
	School Board Attorney Date:
	TO THE BOARD: APPROVED AS TO TREASURY MANAGEMENT ISSUES:
	Office of Treasury Management Date:

WITNESSES AS TO CHAPMAN:	CHAPMAN: CHAPMAN PARTNERSHIP, INC.
Print Name:	By: Name: Title: Date:
	ATTEST:
	By:
	TO CHAPMAN: APPROVED AS TO LEGAL FORM AND CORRECTNESS:
	, Date: