

APPROVED

but Had?  
See Comments below

190052

<b>CONTRACT REVIEW FORM ("CRF")</b>		BOARD MEETING DATE:
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED		
Date Submitted:	8/9/18	
Contract Initiator (Name of Person Overseeing the Contract):	Jeremy Bunkley	Telephone Number: 904-336-9603
School/Department Submitting Contract:	IT	
Vendor/Contractor Name:	BCC	
Contract Title:	Comcast (Inter Local Agreement with BCC)	
Contract Type:	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/> Date Original Contract Approved:	
Contract Term:	60 months Renewal Option(s):	
Contract Cost:	Payment Schedule (Monthly? Upon delivery? When finished?):	
	\$288 per month / 60 months - paid to Comcast	
Funding Source:	Purchase Requisition No.:	
	0100-7901379-0000-0000-000-0 RECEIVED	
Strategic Plan Tie-in Explanation:	AUG - 9 2018	
Pre-Approved by Superintendent or Designee? Yes _____ No _____	PURCHASING	
Additional Information:	Formal agreement to Broadcast School Board meetings on Comcast Channel 260.	

**CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?**

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)\*
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
  - \*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
  - COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
  - General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
  - Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
  - Workers' Compensation = \$100,000 Minimum
  - [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

Not needed  
[Signature]

**Approvals**

**Comments**

Approvals	Comments
Purchasing Department	Approved
Review Date: 8/23/2018	BFS
Risk Management Department	Approved
Review Date: 8/23/18	CKD
School Board Attorney	Approved
Review Date: 8/9/18	JA
Information & Technology Dept.	Approved
Review Date: 8/9/18	JS
Other:	Approved
Review Date:	

8/9/2018 Pricing Plan? Comcast Contract? Was told there wasn't one (only emails)  
No COI Req'd - Gov't agencies

RECEIVED  
AUG - 9 2018  
PURCHASING

CLAY COUNTY  
AGREEMENT/CONTRACT # 2017/2018-133  
INTERLOCAL AGREEMENT (RE: EG CHANNEL)

BETWEEN

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,

AND

THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

This Agreement is entered into by and between the Clay County Board of County Commissioners ("County") and the School Board of Clay County, Florida ("School Board"), collectively referred to hereinafter as "the Parties."

**WHEREAS**, the Parties currently have access to the Comcast of Florida/Georgia/Illinois/Michigan, LLC ("Comcast") *Educational and Governmental Channel* ("EG Channel") for programming on a channel provided to Comcast cable customers in Clay County, Florida; and

**WHEREAS**, the School Board has the primary control of the use of the EG Channel for programming; and

**WHEREAS**, the School Board desires to relinquish primary control of the use of the EG Channel for programming to the County and the County agrees subject to the conditions herein.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing recitals and the mutual promises and obligations contained herein, the Parties agree as follows:

1. This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes (the "Florida Interlocal Cooperation Act of 1969"), all applicable portions of which are hereby incorporated and made part of this Agreement, including, but not limited to the following specific provisions of Sections 163.01(9) and (11):

(9)(a) All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of . . . any public agency when performing their respective functions within their respective territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under the provisions of [this Agreement] . . . .

(9)(b) [This Agreement] does not relieve a public agency of any obligation or responsibility imposed upon it by law except to the extent of the actual and timely performance thereof by . . . [the Parties], in which case the performance may be offered in satisfaction of the obligation or responsibility;

(11) Prior to its effectiveness, . . . [this Agreement] and subsequent amendments thereto shall be filed with the Clerk of the Circuit Court [of Clay County]. . . .

2. Comcast has presented the County and the School Board with a pricing plan which would provide the upgraded infrastructure necessary to switch the headend for cablecasting the EG Channel programming from the School Board facility at Fleming Island High School to the County Administration Building. The Parties will each maintain the ability to deliver programming to Comcast for distribution to cable customers on the EG Channel in Clay County.

3. Comcast has divided the cost to provide the necessary upgrade to the infrastructure to switch the headend to the County Administration Building and to allow access to its network from the County Administration Building and the School Board facility at Fleming Island. Comcast has waived the installation fee and will bill the Parties separately for their respective share of the cost of providing access to the Comcast network for a period of sixty (60) months. The cost to the School Board is \$288 per month, which the School Board agrees to pay. The cost to the County is \$288 per month, which the County agrees to pay. At the end of the sixty (60) month period, either party may elect to discontinue the service for access to the Comcast network.

4. Failure of either party to pay its respective billing each month from Comcast for the upgrade and access referred to in this Agreement may result in the termination of that party's access to the Comcast network for EG programming. Neither party, however, agrees to nor shall be responsible for the other party's unpaid billing.

5. The School Board agrees to relinquish primary control of the use of the EG Channel for programming to the County, except that meetings of the School Board shall take priority for cablecasting over a conflicting meeting of the County, and the County agrees to accept such primary control of the EG Channel for programming, acknowledging the priority of any School Board meeting.

6. Subject to and within the limitations of Section 768.28, Florida Statutes, the County shall defend, protect, indemnify and hold harmless the School Board and all its principals, employees, officers, and agents from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against any of them by reason of injury to the School Board, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the County as a result of its choice of programming for the EG Channel.

In turn, subject to and within the limitations of Section 768.28, Florida Statutes, the School Board shall defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, and agents from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against any of them by reason of injury to the County, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the School Board as a result of its choice of programming for the EG Channel.

7. The commencement date of the switch in primary control of the EG Channel and the obligation to pay the amounts due for the infrastructure upgrade and access to the Comcast network shall commence on the date that Comcast notifies the County and the School Board that the upgrade is complete and operational.

8. The term of this Agreement shall commence on the date it is fully signed by the Parties and, unless earlier terminated, it shall remain in effect for the sixty (60) month period noted in paragraph 3 above. The Agreement may be extended or modified only by written agreement of the Parties.

9. Any written notice shall be given by certified mail directed to the following addresses:

SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
Attn. to: Superintendent of Schools  
900 Walnut Street  
Green Cove Springs, Florida 32043

CLAY COUNTY BOARD OF COUNTY COMMISSIONERS  
Attn. to: County Manager  
and Director of Information Services  
477 Houston Street  
P.O. Box 1366  
Green Cove Springs, Florida 32043

10. The Parties acknowledge that in the County and School Board budgets for each fiscal year during which the term of this Agreement is in effect, a limited amount of funds are appropriated and made available for payment under this Agreement. Pursuant to the provisions of Florida Statutes Sections 129.07 and 1011.06, respectively, the maximum payment that the County and the School Board are obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date(s) hereinafter indicated.

\_\_\_\_\_  
CAROL STUDDARD, Chair  
School Board of Clay County, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADDISON G. DAVIS, Superintendent  
Clay County District Schools

\_\_\_\_\_  
Date

  
\_\_\_\_\_

\_\_\_\_\_  
7/24/18

GAVIN ROLLINS, Chair  
Clay County Board of County Commissioners

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_

S.C. Kopelousos, County Manager and  
Clerk of the Clay County Board of County  
Commissioners

\_\_\_\_\_  
7/24/18

\_\_\_\_\_  
Date