

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 230069  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 11/9/2022

Name of Contract Initiator: Lance Addison Telephone #: 304-336-6852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Clay County Sheriff's Office

Contract Title: Interlocal Agreement for Low Pried Fuel in the Middleburg area

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 190006 *Board Appr 6/2018 but not extended in writing.*

Contract Term: 1 year Renewal Option(s): (Yes in Writing) 1 year

Contract Cost: N/A

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT  
Funding Source: Budget Line # \_\_\_\_\_  
Funding Source: Budget Line # \_\_\_\_\_

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

\_\_\_\_ Completed Contract Review Form

\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*

*\*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."*

\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
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].*

\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_ COVID-19 Waiver (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

RECEIVED  
NOV 14 2022  
PURCHASING

RECEIVED  
11/17/22  
SBAO

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY\*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u> Review Date <u>11/16/22</u>	<u>Contract used in the past</u>
School Board Attorney <u>JB</u> Review Date <u>11/18/22</u>	<u>* Section 8 Was NOT in prior Contracts</u> <u>Sec. 8 is a repeat of sec. 6 except for 768.28 limitation in line 1, I am in agreement with the modification.</u>
Other Dept. as Necessary Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: <u>11/22/22</u>

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of October, 2022, by and between **THE CLAY COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "**CCSO**") and **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter referred to as "**CCSB**"),

**WHEREAS**, CCSO is in need of a source of low-priced gasoline for CCSO vehicles in the area of Middleburg, Florida, other than the utilization of privately- owned gasoline stations, and

**WHEREAS**, CCSB owns and maintains gasoline pumping facilities at the CCSB Transportation/Maintenance Facility (hereinafter referred to as "Facility") on County Road 220 in Middleburg, Florida, and

**WHEREAS**, CCSO could realize significant savings to the tax payers by purchasing gasoline from CCSB at the Facility, and

**WHEREAS**, CCSB is willing to sell gasoline to CCSO at the Facility,

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

1. CCSB agrees to sell gasoline to CCSO from the Facility.
2. The price per gallon charged to CCSO will be CCSB's per gallon cost plus a 3.54 percent administrative fee added to the CCSB per gallon cost.
3. CCSO deputies will have 24-hour access to the CCSB Facility. CCSO will provide a padlock for the gate to the Facility.
4. CCSO will be responsible for locking the Facility gate upon departing the Facility. Any loss suffered by CCSB resulting from the failure of CCSO employees to secure the area will be the responsibility of CCSO.
5. Gasoline will be dispensed from the Facility pumps by use of an access card. The installation of additional electronic access mechanisms will be required to facilitate the sale of gasoline, accounting, and billing. CCSO shall reimburse CCSB for all costs incurred for the creation or



replacement of access cards and for installation of any electronic access systems needed to facilitate the sale, accounting, or billing for gasoline or for implementation of this Agreement. CCSO may install a lock box in the gas pump area at the Facility in which CCSO will maintain a master access card. CCSB will bill CCSO monthly for gasoline and any other costs incurred by CCSB as set forth herein. CCSO shall remit payment within fifteen (15) days of billing.

6. CCSO agrees to indemnify and hold harmless CCSB from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO employees which occurs in connection with this Agreement.
7. The terms of this Agreement shall become effective Month/Day, 2022 and shall remain in effect for a period of one (1) year. This Agreement may be extended or modified only by written agreement of the parties. Either party may terminate this Agreement with or without cause by providing sixty (60) days' written notice to the other party. Such written notice shall be given by certified mail at the following addresses:

Dave Broskie, Superintendent  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
900 Walnut Street  
Green Cove Springs, Florida 32043

Michelle Cook, Sheriff  
CLAY COUNTY SHERIFF'S OFFICE  
901 North Orange Avenue  
Green Cove Springs, Florida 32043

8. Subject to and within the limitations of Section 768.28, Florida Statutes, CCSO agrees to indemnify and hold harmless CCSB from and against any and all loss, damage, or liability which arises as a result of the negligent or intentional acts of CCSO employees which occurs in connection with this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
this \_\_\_\_\_ day of October, 2022.

**SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chairperson

**CLAY COUNTY SHERIFF'S OFFICE**

Date: 10-20-22

By: 

Printed Name: Michelle Cook

Title: Sheriff