

APPROVED

190006

CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:
JUNE
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE
 ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: May 3, 2018

Contract Initiator (Name of Person Overseeing the Contract): Boivin Telephone Number: 336-6509

School/Department Submitting Contract: BAD

Vendor/Contractor Name: CCSO/CCSB

Contract Title: Interlocal Agreement - Diesel Fuel

Contract Type: New Renewal Amendment Extension Date Original Contract Approved:

Contract Term: 1 year 07/16/18 - 07/15/19 Renewal Option(s): 1 year

Contract Cost: No Cost Payment Schedule (Monthly? Upon delivery? When finished?):

Funding Source: N/A Purchase Requisition No.:

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes No

Additional Information:
Co-Govern. Entity - No need for COI

CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- N/A SIGNED Addendum A (if not an SBAO Template Contract)*
*This Statement MUST BE written in Contract: "The terms and conditions of the attached Addendum A Form are incorporated into this Agreement. The terms and conditions of Addendum A shall govern and prevail over any conflicting terms and conditions in this Agreement."
- N/A 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].

RECEIVED
 MAY 03 2018
 PURCHASING

Approvals		Comments	
Purchasing Department	Approved	Denied	
Review Date: <u>5/9/2018</u>	<u>BTS</u>		<u>Same as last year</u>
Risk Management Department	Approved	Denied	
Review Date: <u>5/21/2018</u>	<u>CKS</u>		<u>No COI Req'd per Chris call w/ Bertie 5/21/2018</u>
School Board Attorney	Approved	Denied	
Review Date: <u>5/17</u>	<u>AS</u>		
Information & Technology Dept.	Approved	Denied	
Review Date: <u>5/20/17</u>	<u>WS</u>		
Other: <u>Superintendent</u>	Approved	Denied	
Review Date:	<u>AS</u>		

AGREEMENT

THIS AGREEMENT made this 7th day of June, 2018, 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, which fee will be added to the CCSB per gallon cost.
3. CCSO deputies will have a 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.

6. 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.
7. CCSO agrees to indemnify and hold harmless CCSB from and against any and all loss, damage, or liability which arises from the acts of CCSO employees in connection with this Agreement.
8. The terms of this Agreement shall become effective July 16, 2018 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:

Addison G. Davis, Superintendent
SCHOOL BOARD OF CLAY COUNTY, FLORIDA
900 Walnut Street
Green Cove Springs, Florida 32043

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as follows:

**SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Date: _____

By _____
Printed Name: Carol Studdard
Title: Chairman

CLAY COUNTY SHERIFF'S OFFICE

Date: _____

By _____
Printed Name: Darryl Daniels
Title: Sheriff