

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

Contract # 230145  
 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: 05/03/2023

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Freedom Christian Fellowship

Contract Title: Sale of Relocatables

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: n/a Renewal Option(s):

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  
MAY - 3 2023  
PURCHASING

RECEIVED  
5/05/23  
SBAO

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department	_____
Review Date	_____
School Board Attorney <u>JB</u>	<u>Signed by BJS for Bickner. (approved same time as # 230146)</u>
Review Date <u>5/12/23</u>	_____
Other Dept. as Necessary	_____
Review Date	_____
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b>  DATE: <u>5-12-23</u>

## AGREEMENT FOR PURCHASE OF PORTABLE SCHOOL CLASSROOMS

This AGREEMENT is entered into this \_\_\_\_ day of June, 2023, by Freedom Christian Fellowship (hereinafter "PURCHASER") for the benefit and protection of CLAY COUNTY SCHOOL BOARD, CLAY COUNTY, FLORIDA (hereinafter "BOARD").

WHEREAS, the BOARD has declared portable classroom buildings numbered CI 2236, CI 2237, CI 2238, CI 2005, to be unusable and surplus; and

WHEREAS, the PURCHASER has determined that it can make use of said portable classroom buildings; and

WHEREAS, the BOARD is willing to convey title to said portable classroom buildings to PURCHASER; and

WHEREAS, the PURCHASER is willing to pay for and accept title to said portable classroom buildings.

NOW THEREFORE, in consideration of the foregoing, the BOARD hereby conveys said portable classroom buildings designated as buildings numbered CI 2236, CI 2237, CI 2238, and CI 2005 for identification, to the PURCHASER for the sum of \$10.00 (TEN AND NO/100 DOLLARS) in hand paid and for other valuable consideration subject to the following terms:

1. The PURCHASER is responsible for moving said buildings off of the BOARD property, specifically the property of Keystone Heights Elementary School, room numbers 771, 772, 773, and 717, Keystone Heights, Florida.
2. Said buildings must be removed from the premises of Keystone Heights Elementary School no later than the 30th day of June, 2023 at 9:00 p.m. local time.
3. The PURCHASER must sign this AGREEMENT, thereby taking title to said buildings prior to removal of said buildings.
4. At the time of execution of this AGREEMENT, the PURCHASER must present to designated BOARD personnel an executed contract with a licensed and bonded local professional building mover (hereinafter "CONTRACTOR") obligating said CONTRACTOR to perform the movement/removal of said portable classroom buildings within the time frame set forth herein.
5. The PURCHASER must present proof of CONTRACTOR'S liability insurance coverage which will cover movement of the buildings.
6. The PURCHASER must make arrangements satisfactory to designated BOARD personnel for the removal and reinstallation of any fences on the property of Keystone Heights

Elementary School which must be moved in order to effect removal of said buildings from the school premises.

7. The PURCHASER must sign a "Waiver of Liability" releasing the BOARD and its employees, agents, representatives, and assigns from any liability of any kind or nature whatsoever resulting from the removal and relocation of said buildings.

8. The PURCHASER agrees that the BOARD shall incur no costs of any kind or nature whatsoever resulting from the sale, removal, or relocation of said buildings.

9. In the event that said buildings are not removed from the Keystone Heights Elementary School premises by the date and time set forth in paragraph 2 above, the PURCHASER forfeits all right to said portable classroom buildings described herein and the BOARD may proceed with the demolition of said structures with PURCHASER having no recourse or remedy in law or equity for said action by the BOARD or its employees, agents, or contractors.

This AGREEMENT contains the full agreement of the parties, shall be strictly construed as to all times by which performance must take place and the terms of the AGREEMENT may not be amended or altered except in written form signed by representatives of both parties.

EXECUTED this \_\_\_\_\_ day of June, 2023.

FREEDOM CHRISTIAN FELLOWSHIP

By \_\_\_\_\_  
STEVEN POWERS  
PURCHASER

The terms of this AGREEMENT is hereby  
Acknowledged by the undersigned.

CLAY COUNTY SCHOOL BOARD, CLAY  
COUNTY, FLORIDA

By \_\_\_\_\_  
ASHLEY GILHOUSEN  
Title: Owner's Representative  
Clay County School Board

By \_\_\_\_\_  
BRYCE ELLIS  
Title: Assistant Superintendent for Operations  
900 Walnut Street  
Green Cove Springs, Florida 32043