

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 250170

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: 21 April 2025

Name of Contract Initiator: Paul Bement

Telephone #: x66829

School/Dept Submitting Contract: Planning & Facilities Const.

Cost Center # 9023

Vendor Name: Clay Electric Cooperative

Contract Title: RIGHT-OF-WAY EASEMENT Clay Electric Cooperative, Inc.at Middleburg High School

Contract Type: New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: Perpetual

Renewal Option(s):

Contract Cost: \$0

☐ 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

By Elaine at 9:05 am, Apr 22, 2025

AREA BELOW FOR DISTRICT PERSONNEL ONLY

CONTRACT REVIEWED BY:		COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department		No Cost
REVIEWED By Bertha Staefe at 2:10 pm, Apr 22, 2025		
School Board Attorney	JPS	Approved
Review Date	4/28	
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	<div style="border: 1px solid red; padding: 2px; display: inline-block;">TENTATIVELY APPROVED</div> Pending Signatures	

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

Prepared by and Return to
Jodi Carroll
Real Estate Division
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Clay Electric MapID: 657213T03
Middleburg High School
Baseball fields lights upgrade
W.O. No: 328472

Tax Parcel No.
37-05-24-006771-000-00

RIGHT-OF-WAY EASEMENT

Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) The School Board of Clay County, Florida

A political subdivision of the State of Florida

whose mailing address is: 900 Walnut Street

City Green Cove Springs State Florida Zip Code 32043

in Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P.O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the Cooperative, its successors and assigns, a perpetual easement more particularly described as follows:

A Non-exclusive easement thirty (30) feet in width being fifteen (15) feet on each side of the centerline of an overhead electrical distribution system and associated facilities over, under, upon and across a parcel of land lying in Section 01 and Section 37, Township 05 South, Range 24 East, Clay County, Florida
AND

A Non-exclusive easement ten (10) feet in width being five (5) feet on each side of the centerline of an underground electrical distribution system and associated facilities over, under, upon and across a parcel of land lying in Section 01 and Section 37, Township 05 South, Range 24 East, Clay County, Florida

Said parcels being more particularly described on the attached Exhibit "A".

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above-described property is a part, to the extent of Grantor's interest therein. The Cooperative shall have the following rights and uses in the Easement Area: the right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands (Easement Area) for the transmission of electric power and the distribution thereof; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with the Cooperative that Grantor is lawfully seized of the land in fee simple, that Grantor has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

signatures on next page

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 2025.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature: _____
Also,
Type/Print Name: _____
Address: _____

Second,
Witness Signature: _____
Also,
Type/Print Name: _____
Address: _____

STATE OF Florida
COUNTY OF Clay

The School Board of Clay County
A Political Subdivision of the State of Florida

By _____ (seal)
Type/Print Name
and Title: _____ as Chairman (seal)

Attest: _____ (seal)
Type/Print Name
and Title: _____ (seal)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ by _____ as Chairman, The School Board of Clay County
(date) (name of officer or agent, title of officer or agent) (name of corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is personally known to me or has
(state or place of incorporation)

Produced _____ as identification.
(type of identification)

[Notary Seal]

Notary Public

Name typed, printed or stamped

The School Board Clay CoMiddleburg HS.jc.doc

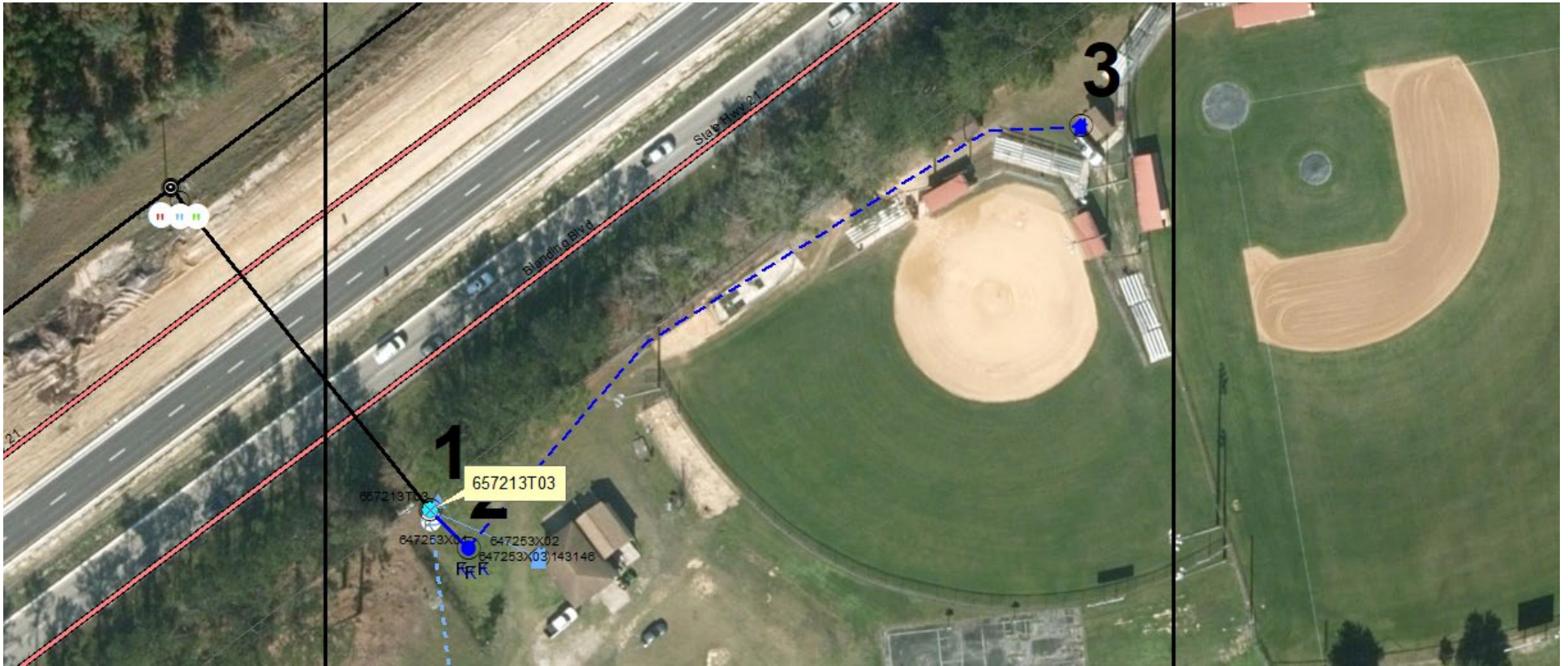
My Commission Expires: _____

Exhibit "A"

OR Book 440 PG 256

All of that part of Section 1 and Section 37, of the George Branning Donation Township 5 South, Range 24 East, Clay County, Florida, lying Northerly of State Road No. S-220, and Southeasterly of State Road No. 21 (presently a 120 foot right-of-way).

Middleburg High School Easement Location



CEC would extend the existing OH line (1) to a new pole (2) then run underground secondary wire approximately 400 feet to the small building (3).