

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # _____
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:

Name of Contract Initiator:

Telephone #:

School/Dept Submitting Contract:

Cost Center #

Vendor Name:

Contract Title:

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

Contract Term:

Renewal Option(s):

Contract Cost:

☐ **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 Georgia at 10:38 am, Jun 04, 2025

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

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department

See comments & questions in yellow.



REVIEWED

By Bertha Staefe at 9:18 am, Jun 06, 2025

School Board Attorney

Review Date

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

**TENTATIVELY
APPROVED**

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

**AGREEMENT FOR PURCHASE OF PORTABLE SCHOOL CLASSROOMS AND
WAIVER OF LIABILITY**

This AGREEMENT is entered into this 7th day of August, 2025, by Pinewood Christian Academy (hereinafter "PURCHASER") for the benefit and protection of CLAY COUNTY SCHOOL BOARD, CLAY COUNTY, FLORIDA (hereinafter "BOARD").

WHEREAS, the BOARD has declared two portable classroom buildings identified as CI 2174 (DCA MBE 5141, Room 812) and CI 2214 (DCA MBE 5146, Room 813), both located at Oakleaf Junior High, Orange Park, FL, 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 in their "AS IS" condition.

WHEREAS, PURCHASER acknowledges that they have had the opportunity to inspect the Property, or have waived their right to do so; and

WHEREAS, PURCHASER understands and agrees that Seller makes no warranties or representations, express or implied, regarding the condition of the Property; and

WHEREAS, PURCHASER desires to release Seller from any and all liability related to the condition of the Property;

NOW THEREFORE, in consideration of the foregoing, the BOARD hereby conveys said portable classroom buildings designated as buildings numbered CI 2174, and CI 2214 for identification, to the PURCHASER for the sum of \$20.00 (TWENTY AND NO/100 DOLLARS) in hand paid and for other valuable consideration subject to the following terms:

1. The PURCHASER, for itself, its successors, and assigns, hereby releases and forever discharges the BOARD, its officers, directors, employees, agents, successors, and assigns, from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way connected with the condition of said buildings, including but not limited to:
 - a. Any defects, latent or patent, in the construction, design, or materials of said buildings.
 - b. Any environmental conditions, including but not limited to, the presence of mold, asbestos, lead-based paint, radon, soil contamination, or other hazardous materials.

- c. Any structural defects, including but not limited to, roof, walls, or framing issues.
 - d. Any defects in the mechanical, electrical, or plumbing systems of said buildings.
 - e. Any non-compliance with applicable building codes, zoning ordinances, or other governmental regulations.
 - f. Any information or lack of information provided by the Seller regarding said buildings.
2. The PURCHASER must sign this AGREEMENT, thereby taking title to said buildings prior to removal of said buildings.
3. Using agents designated by Clay County School District Department of Planning and Construction, the PURCHASER will remove said buildings from their current location and relocate them to the PURCHASER'S property located at 198 Knight Boxx Road, Middleburg, FL 32068.
4. 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.
5. In the event the PURCHASER does not accept said buildings in the timeframe chosen by the Clay County School District Planning and Construction Department, the PURCHASER forfeits all right to said 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.

PURCHASER acknowledges that it is purchasing said buildings in their "AS IS, WHERE IS, WITH ALL FAULTS" condition.

PURCHASER acknowledges that it has been advised to seek independent legal, environmental, engineering, and other professional advice regarding this transaction.

PURCHASER acknowledges that it has read and understands this AGREEMENT and is signing it voluntarily.

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 7th day of August, 2025.

Pinewood Christian Academy

By _____

PURCHASER

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

CLAY COUNTY SCHOOL BOARD, CLAY
COUNTY, FLORIDA

By _____
ERIN SKIPPER
Title: Owner's Representative
Clay County School Board