

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 7:54 am, Oct 09, 2025

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

| CONTRACT REVIEWED BY: | COMMENTS BELOW BY REVIEWING DEPARTMENT |
|--|--|
| Purchasing Department <div> REVIEWED By Bertha Staefe at 1:47 pm, Oct 22, 2025 </div> | <u>Intern-agency Agreement</u> |
| School Board Attorney Review Date | |
| 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> 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

Return to:
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

**RIDGEVIEW ELEMENTARY SCHOOL
FIRE MAIN CONNECTION FOR FIRE
PROTECTION**

Parcel No. 40-04-25-020877-001-00
Clay County

(Clay Utility System)
Name of Project

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("Agreement"), made and entered into this _____ day of _____, **2025**, by and between the **SCHOOL BOARD OF CLAY COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**School Board**", and **CLAY COUNTY UTILITY AUTHORITY**, an independent special district established under Chapter 94-491, Laws of Florida, Special Acts of 1994, hereinafter referred to as "**Utility**".

WHEREAS, School Board owns or controls lands located in Clay County, Florida, and described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "Property");

WHEREAS, School Board desires that the Utility provide central water, pumping, treatment and distribution service and/or central wastewater collection, treatment and disposal service for the Property;

WHEREAS, the Utility is willing to provide, in accordance with the provisions of this Agreement, central water and wastewater service to the Property and thereafter operate applicable facilities so that the occupants of the improvements on the Property will receive adequate water and wastewater service from the Utility; and

WHEREAS, the parties wish to enter into this Agreement setting forth their mutual understandings and undertakings regarding the furnishing of water and/or wastewater service by the Utility to the School Board's Property.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, School Board and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Consumer Installation" - All facilities ordinarily on the consumer's side of the point of delivery.
 - (b) "Contribution-in-Aid-of-Construction (CIAC)" - The sum of money and/or the value of property represented by the cost of the wastewater collection system, potable water distribution system, and reclaimed water distribution system constructed or to be constructed which School Board or owner transfers, or agrees to transfer, to Utility, if so designated by the Utility, at no cost to Utility to provide utility service to specified Property.

(c) "Equivalent Residential Connection (ERC)" - A factor expressed in gallons per day (GPD) which is used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one potable water ERC is (450) GPD and one wastewater ERC is (311) GPD.

(d) "Point of Delivery" - The point where the pipes or meter of Utility are connected with the pipes of the consumer. Point of delivery for water service shall be at the consumer's side of the meter and for wastewater service at the lot or Property line. Utility shall, according to the terms and conditions hereof, own all pipes and appurtenances to the point of delivery unless otherwise agreed. The pipes and appurtenances inside the point of delivery shall belong to others.

(e) "Service" - The readiness and ability on the part of Utility to furnish and maintain water and wastewater service to the point of delivery for each lot or tract pursuant to rules and regulations of applicable regulatory agencies.

3. Assurance of Title - School Board represents and warrants that they are the owner of the Property and have the legal right to grant the exclusive rights of service contained in this Agreement. Upon request, School Board agrees to deliver to Utility evidence of such ownership including any outstanding mortgages, taxes, liens and covenants.

4. Connection Charges - In addition to the contribution of any wastewater collection systems and water distribution systems, where applicable, and further to induce Utility to provide water and wastewater service, School Board hereby agrees to pay to Utility the following fees and charges, as defined in the Rate Resolution (including Service Availability Policy), upon execution of this Agreement in order to reserve capacity in the System:

| | | | |
|-----|--|----|------------|
| (a) | Water Capacity Charge: | | |
| | (\$476.93 x 0.00 ERCs) | \$ | N/A * |
| | Alternative Water Supply Surcharge: | | |
| | (\$411.64 x 0.00 ERCs) | \$ | N/A * |
| | Wastewater Capacity Charge: | | |
| | (\$4,345.34 x 0.00 ERCs) | \$ | N/A * |
| | Environmental Impact Charge: | | |
| | (\$410.00 x 0.00 ERCs) | \$ | N/A * |
| | Debt Service Charge: | | |
| | (\$246.79 x 0.00 ERCs) | \$ | N/A * |
| (b) | Fire Protection Charge (15.81 x 1,000 GPM) | \$ | N/A ** |
| (c) | Meter Installation Charge | \$ | N/A |
| (d) | Plan Review Fee | \$ | 423.50 *** |
| (e) | Inspection Fee | \$ | 440.72 *** |
| (f) | Recording Fee | \$ | 127.88 |
| | Total | \$ | 992.10 |

* - Capacity charges were paid in Developer Agreement CU95/96-1, dated September 21, 1995.

** - No connection charges due for the School Board per Florida Statutes.

***- This agreement is to cover the fire main inspection and review fees associated with fire protection to the building on the Property.

Note: Items (e) and (f) are estimates and are subject to adjustment based on actual cost incurred.

Payment of the above charges does not and will not result in Utility waiving any of its rates or rules and regulations and their enforcement shall not be affected in any manner whatsoever by School Board making payment of same. Except as specifically stated, Utility shall not be obligated to refund to School Board any portion of the value of the above charges for any reason whatsoever nor shall Utility pay any interest upon the above charges paid.

Except as otherwise stated in this Agreement, neither School Board nor any person or other entity holding any of the Property by, through or under School Board, or otherwise, shall have any present or future right, title, claim or interest in and to the charges paid or to any of the water or wastewater facilities and properties of Utility, and all prohibitions applicable to School Board with respect to no refund of such charges, no interest payment on said charges and otherwise, are applicable to all persons or entities.

Paid capacity or connection charges may not be applied to offset any service bill or other claims of Utility.

5. On-Site Installations - On-site facilities are those located within the Property for which School Board is requesting service. School Board shall convey to Utility, if so designated by Utility, all on-site water and wastewater lines, laterals, mains, lift stations, pump stations and appurtenant facilities (collectively referred to as "Components" or "On-Site System") on the Property with all contractual guarantees relating thereto. Conveyance shall take place within a reasonable time after installation of the On-Site System but prior to Utility's obligation to provide service. Until such time as the On-Site System is conveyed, the same shall be operated and maintained by School Board. In its sole discretion, Utility may decline to accept the On-Site System, may lease the On-Site System from School Board, or agree to such other arrangement as it deems appropriate.

Utility shall have the right and obligation, at the School Board's expense, to construct and/or approve the construction of the on-site installations which shall be owned and maintained by Utility, if so designated by Utility. The Utility shall also have the right to review all plans and specifications, connections to its system and the School Board shall pay a fee equal to the Utility's actual cost to review such plans and specifications. The Utility shall have the right to inspect all phases of construction undertaken by outside contractors for facilities which are to be owned by the Utility, if so designated by Utility. The School Board will reimburse the Utility for its costs for such inspection, including all overhead associated with same. Where on-site temporary pump stations or backflow prevention devices are required, they shall be paid for one hundred percent (100%) by the School Board without any provision for refund. Utility reserves the right to require backflow prevention devices on all water service connections.

The On-Site System shall be constructed in compliance with all regulatory requirements and the specifications and requirements of Utility. No construction shall commence until Utility has reviewed and approved School Board's contractor and the plans and specifications for construction of the water and wastewater systems for the project. The proposed electrical transformer layout of the electric utility providing service must be provided to the Utility prior to commencement of construction.

School Board shall guarantee Utility against defects in material and workmanship for the portion of the On-Site System to be owned by the Utility or County, if so designated by Utility. School Board shall secure from its contractor a written and fully assignable warranty that the system installed will be and remain free from all defects, latent or otherwise, with respect to workmanship, materials and installation in accordance with Utility-approved plans and specifications, for a period of two (2) years from the date of the system acceptance by the Utility, and immediately assign the same and the right to enforce the same to the Utility on or before such date.

School Board agrees to transfer to Utility, if so designated by Utility, title to all water distribution and wastewater collection systems installed by School Board or School Board's contractor, which the Utility has agreed shall be owned and maintained by it pursuant to the provisions of this Agreement and shall:

- (a) Deliver a Bill of Sale and No Lien Affidavit in a form acceptable to Utility for such potable water distribution, reclaimed water distribution, and wastewater collection systems.
- (b) Provide copies of invoices and Release of Liens from contractor for installation of the utility systems as well as for any repairs to the Systems which may have been caused by other subcontractors during construction.
- (c) Assign any and all warranties and/or maintenance bonds as set forth herein.
- (d) Provide all operations, maintenance and parts manuals, as-built plans complying with Utility's specifications, and other documents required for operation of the utility system.
- (e) Convey to Utility, if so designated by Utility, easements and/or rights-of-way covering all areas in which potable water, reclaimed water, and wastewater systems are installed, with adequate legal access to same, by recordable document satisfactory to Utility.
- (f) Convey to Utility, if so designated by Utility, by recordable document in form satisfactory to Utility, fee simple title to lift station and pump station sites, along with recordable ingress/egress easement documents.
- (g) Provide a copy of the project Engineer's final certification of completion to the Florida Department of Environmental Protection certifying installation of all potable water and wastewater facilities in accordance with approved plans.

6. Off-Site Installations - School Board shall further construct all transmission mains, pump stations and appurtenant facilities necessary to connect the On-Site System to the nearest appropriate point in Utility's transmission system, as determined by Utility. Utility may require School Board to oversize off-site transmission mains and appurtenant facilities in a manner consistent with Utility's Wastewater System Master Plan. The costs associated with construction of over-sized facilities which provide Utility with excess capacity for the benefit of other properties may be subject to refundable advance treatment pursuant to Utility's Service Availability Policy. The same construction standards, warranty requirements, maintenance bond requirements, transfer of title by Bill of Sale, and indemnification requirements, as provided under paragraph 5. of this Agreement, shall also apply to the Off-Site installations.

7. Agreement to Serve - Upon the completion of construction of the On-Site and Off-Site Facilities by School Board, or an appropriate phase thereof, and compliance with the terms and conditions of this Agreement and Utility's Service Availability Policy, Utility will allow connection or oversee the connection of the water distribution facility and wastewater collection facility installed by School Board to the central facilities of Utility in accordance with all rules, regulations and orders of the applicable governmental authorities. Utility agrees that once it provides water and wastewater service to the customers within the Property that it will continuously provide such service, at its cost and expense, but in accordance with the other provisions of this Agreement, the then current Rate Resolution in effect for Utility, and the requirements of the governmental authorities having jurisdiction over the operations of Utility. Utility shall not be liable for any temporary interruptions in service as a result of equipment failure, emergencies or Act of God.

The covenants and agreements of School Board contained in paragraphs 5, 6, and 7 hereof shall survive Utility's acceptance of any On-site and Off-site Facilities and Utility's commencement of service to the Property. Should any such covenant or agreement of School Board in fact be outstanding following either or both of such dates, then, notwithstanding any contrary provision contained herein, Utility may, upon thirty (30) days advance written notice and demand for cure mailed to School Board, temporarily interrupt service to the Property until such outstanding covenant or agreement of School Board is satisfied in full. Utility shall not be liable for any temporary interruptions in service as a result of any action authorized or permitted by this paragraph.

8. Application for Service - School Board, or any owner of any parcel of the Property, or any occupant of any residence, building or unit located thereon shall not have the right to and shall not connect any consumer installation to the facilities of Utility until formal written application has been made to Utility by the prospective user of service, or either of them, in accordance with the then effective rules and regulations of Utility and approval for such connection has been granted.

9. Easements - School Board hereby grants and gives to Utility, its successors and assigns, including a Dependent or Independent Special District of Clay County, but subject to the terms of this Agreement, the exclusive right or privilege to construct, own, maintain and operate the water and wastewater facilities to serve the Property in, under, upon, over and across the present and future streets, roads, alleys, utility easements, reserved utility strips and utility sites. Mortgagees, if any, holding prior liens on the Property shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements or rights-of-way, or give to Utility assurance by way of a "non-disturbance agreement", that in the event of foreclosure, mortgagee would continue to recognize the easement rights of Utility. All water and wastewater collection facilities, save and except consumer installations, shall be covered by easements or rights-of-way if not located within platted or dedicated roads or rights-of-way for utility purposes and there shall be adequate legal access to same.

The use of easements granted by School Board to Utility shall not preclude the use by other utilities of these easements, such as for cable television, telephone, electric, or gas utilities. However, the use of such non-exclusive easements by third parties shall not interfere with Utility's utilization of same. Utility hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the potable water, reclaimed water, and wastewater industry with respect to the installation of all its facilities in any of the easement areas.

10. Utility's Exclusive Right to Utility Facilities - School Board agrees with Utility that all potable water, reclaimed water, and wastewater facilities accepted by Utility in connection with providing potable water, reclaimed water and wastewater services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility, and any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of potable water, reclaimed water, and wastewater services to other persons or entities located within or beyond the limits of the Property.

11. Exclusive Right to Provide Service - School Board shall not engage in the business of providing potable water services or sanitary wastewater services to the Property during the period of time Utility provides water and wastewater services to the Property. Utility shall have the sole and exclusive right and privilege to provide water and wastewater services to the Property and to the occupants of such residence, building or unit constructed thereon.

12. Rates - Utility agrees that the rates to be charged to School Board and individual consumers of water and wastewater services shall be those set forth in the then current Rate Resolution most recently adopted by the Board of Supervisors of the Clay County Utility Authority as may be amended from time to time. However, notwithstanding any provision in this Agreement, Utility, its successors and assigns, may establish, amend or revise, from time to time in the future, and enforce in a reasonable manner, rates or rate schedules so established.

Notwithstanding any provision in this Agreement, Utility may establish, amend or revise, from time to time, in the future, and enforce rules and regulations covering water and wastewater services to the Property. However, all such rules and regulations so established by Utility shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

13. Quality of Wastewater - All commercial facilities which discharge non-domestic type wastes into the Utility's collection system are required to meet the requirements of Resolution 21/22-05 (Pretreatment Resolution) with regard to waste quality. In addition, facilities with photographic development operations may be required to install and maintain a silver recovery unit in order to meet the requirements of this resolution. Discharge of floor finish stripper products and waste to the collection system requires an Industrial Pretreatment Permit issued by Utility. School Board, tenant or the Property/project owner or Lessor must inform Utility of its intent to discharge any floor finish stripper product and waste. Upon notification, a permit application will be sent to School Board, tenant or the Property/project owner or Lessor to be completed and submitted to Utility for processing. A permit fee is not required by Utility for an Industrial Pretreatment Permit. Failure to follow these procedures may result in termination of water and wastewater service.

14. Binding Effect of Agreement - This Agreement shall be binding upon and shall inure to the benefit of School Board, Utility and their respective assigns and successors by merger, consolidation, conveyance or otherwise. Any assignment or transfer by School Board shall be subject to Utility approval which shall not be unreasonably withheld provided the assignee or transferee shall acknowledge in writing that it assumes the duties and responsibilities of School Board as set forth in this Agreement.

15. Notice - Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by electronic mail, and if to School Board, shall be mailed or delivered to School Board at:

School Board of Clay County
Re: Ridgeview Elementary School
900 Walnut Street
Green Cove Springs, Florida 32043

and if to the Utility at:

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

or such other address as specified in writing by either party to the other.

16. Laws of Florida - This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority, if applicable.

17. Costs and Attorney's Fees - In the event the Utility or School Board is required to enforce this Agreement by court proceedings, by instituting suit or otherwise, then venue shall lie in Clay County, Florida, and each party shall be responsible for their own attorney's fees and costs.

18. Force Majeure - In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, civil disorder, strike, embargo, natural disaster or catastrophe, unforeseeable failure or breakdown of transmission, treatment or other facilities, governmental rule, act, order, restriction, regulation, statute, ordinance, or order, decree, judgment, restraining order or injunction of any court, said party shall not be liable for such non-performance.

19. Indemnification - The School Board shall indemnify the Utility up to the limits set forth in section 768.28 of the Florida Statutes, but only for the negligent acts or omissions of Board officers or employees while functioning within the scope of their official duties. The Board and its officers and employees shall not be responsible for the negligent or intentionally wrongful acts of the Utility, its employees, or agents. The Board expressly reserves all other protections and privileges related to its sovereign immunity. Nothing in their Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

MISCELLANEOUS PROVISIONS

20. The rights, privileges, obligations and covenants of School Board and Utility shall survive the completion of the work of School Board with respect to completing the facilities and services to any development phase and to the Property as a whole.

21. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between School Board and Utility, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between School Board and Utility. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

22. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

23. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

24. The submission of this School Board Agreement for examination by School Board does not constitute an offer but becomes effective only upon execution thereof by Utility.

25. Failure to insist upon strict compliance of any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. It is because of inducements offered by School Board to Utility that Utility has agreed to provide water service to School Board's project. Capacity reserved hereunder cannot and shall not be assigned by School Board to Third Parties without the written consent of Utility, except in the case of a bona-fide sale of School Board's Property.

27. Utility shall, as aforesaid, at all reasonable times and hours, have the right of inspection of School Board's internal lines and facilities. This provision shall be binding on the successors and assigns of the School Board.

28. The parties hereto recognize that prior to the time Utility may actually commence upon a program to carry out the terms and conditions of this Agreement, Utility may be required to obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance, and operation of Utility. The Utility agrees that it will diligently and earnestly make the necessary proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approval. School Board agrees to provide necessary assistance to Utility in obtaining the approvals provided for herein. Upon execution of this Agreement, Utility may require the payment of a reasonable fee to defray Utility's legal, engineering, accounting and administrative and contingent expense.

29. It shall be School Board's responsibility to provide acceptable as-built drawings of the potable water and wastewater systems installed by School Board or Utility, in accordance with Utility's standard specifications, details and notes, which are to be accepted by Utility for ownership and maintenance, as set forth in paragraph 5 (d) herein; and the Utility's charges associated with the review and quality assurance of the CAD as-built survey drawings will be paid directly by School Board's licensed underground utility contractor and shall be provided in accordance with CCUA's "As-built Specifications Standards Manual", which can be obtained from the Utility's website (www.clayutility.org). It shall be School Board's responsibility to properly instruct his contractor to contact Utility for an estimate of such charges and clarification of the required as-built drawing procedures.

30. It shall be School Board's responsibility or School Board's customers' responsibility, who utilize the project's water and wastewater service within School Board's project, to apply to Utility for service after the installation of the water and wastewater utilities have been completed and accepted by Utility. Upon completion of application for water and wastewater service and payment of the appropriate charges set forth in Utility's then current applicable Rate Resolution, including any security deposits required, service will be initiated to customers within School Board's Property.

31. School Board shall not place any conservation easements over any of the easement lands that contain Utility's water and wastewater facilities for the project covered by this Agreement.

32. School Board shall grant an easement to Utility covering any portion of the potable water and wastewater facilities that Utility agrees to own and maintain and School Board shall be responsible for providing the legal description for such easement to Utility.

33. The landscaping for this project (new or existing) shall not include the planting of any trees within seven and one-half feet (7 ft. 6 in.) of any water, wastewater, and/or reclaimed water mains to be owned by Utility.

34. Connection to Utility's existing 10-inch water main, and the water service from the main to the fire main stub shall be installed by School Board's State of Florida Licensed Underground Utility Contractor and shall meet all of the requirements of Utility prior to Utility's acceptance for ownership and maintenance. Utility shall own and maintain the tap through the fire main stub, and all facilities downstream of the fire main stub shall be owned and maintained by School Board. All water installations shall be in accordance with the plans prepared by Alex Acree, P.E. titled *Ridgeview ES Fire Hydrant Repair/Replacement*, dated 09/03/2025 as described in Exhibit "B." or as modified in a manner acceptable to Utility.

35. School Board shall install or have installed a double check backflow prevention device, which shall be located immediately downstream of the 3/4-inch bypass meter on the 8-inch double detector check valve for the fire suppression system. Such installation shall be in compliance with the requirements of the Florida Department of Health and Rehabilitative Services and Utility. Upon the completion of the installation of said device, School Board shall provide to Utility, for its permanent records, the **Make, Model, Size, and Serial Number** of said device. Furthermore, this device must be tested and recertified by a certified backflow prevention technician, annually or such other period as may be required by Utility. Proof of the annual testing and re-certification must be submitted to Utility for its records. This installation and annual re-certification shall be the responsibility of the School Board or its successors and assigns. Utility shall have access to the water meter, during normal business hours, for meter reading and maintenance purposes.

36. This Agreement is for **water and fire protection service only**, and all references to wastewater and reclaimed water service are standard language and shall not apply.

37. Utility agrees to provide minimum fire flows of 1,000 GPM to the point of connection to Utility's fire main stub, subject to acts of God and temporary emergency conditions.

38. This Agreement does not include any other developments (future additions) that are planned for this Property. A separate agreement will be prepared for the additional requirements of each future development on the Property when such development is initiated.

39. Except as expressly modified and amended herein by this Agreement, all of the conditions of the original Developer Agreement CU95/96-1, dated September 1, 1995, shall remain in full force and effect, except as modified herein.

40. The construction of this project will not commence until receipt by Utility of all permits and easements, if necessary, and this Agreement is executed and the charges stated herein are paid.

41. This Agreement will need to be executed by School Board, the charges paid (shown on page 2 of Agreement), prior to October 1, 2026, and the construction of the utilities shall be commenced prior to October 1, 2026, or this Agreement will be subject to any Service Availability charge increases currently approved, which may be applicable or which may be approved by Utility's Board of Supervisors for the next fiscal year beginning October 1, 2026; and this Agreement is subject to any material cost increases which Utility may experience after October 1, 2026.

IN WITNESS WHEREOF, School Board and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

SCHOOL BOARD:

THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA, a political subdivision of the
State of Florida

Print Name _____

By: _____

Print Name: _____

Title: _____

Print Name _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, **2025** by _____ as _____ of **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, who is personally known to me or who has _____ as identification.

Printed Name _____

Notary Public

State of Florida at Large

My Commission Expires:

WITNESSES:

UTILITY:
CLAY COUNTY UTILITY AUTHORITY

Witness: _____
Print Name: _____

By: _____
Jeremy D. Johnston, P.E., M.B.A.
Executive Director

Witness: _____
Print Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, **2025**, by **JEREMY JOHNSTON**, as **EXECUTIVE DIRECTOR** of **CLAY COUNTY UTILITY AUTHORITY**, who is personally known to me.

Print Name: _____
Notary Public in and for the
County and State Aforesaid
My Commission Expires:

**RIDGEVIEW ELEMENTARY SCHOOL
FIRE MAIN CONNECTION FOR FIRE PROTECTION**

Parcel No.: 40-04-25-020877-001-00
Official Records Book 642, Page 152, Clay County, Florida

EXHIBIT "A"

A PORTION OF PARCEL "A", BEING A PART OF HARRISON AVENUE (CLOSED AS PER CLAY COUNTY COMMISSIONERS MINUTE BOOK NO. 10, PAGES 138 AND 139), ALL OF LOTS 1 THROUGH 8, (INCLUSIVE) AND A PART OF LOTS 25 THROUGH 32, (INCLUSIVE) BLOCK 2, SECTION 23,, RIDGEWOOD, CLAY COUNTY, FLORIDA, ACCORDING TO MAP RECORDED IN DEED BOOK 'Q', PAGE 663, OF THE PUBLIC RECORDS OF SAID CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JEFFERSON AVENUE WITH THE CENTERLINE OF HARRISON AVENUE AS SHOWN ON SAID MAP OF RIDGEWOOD; THENCE SOUTH 45° 02' 07" WEST AND ALONG THE SAID CENTERLINE OF HARRISON AVENUE, 25.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID JEFFERSON AVENUE AND THE POINT OF BEGINNING; THENCE SOUTH 45° 00' 08" EAST AND ALONG THE SAID SOUTHWESTERLY RIGHT OF WAY LINE OF JEFFERSON AVENUE, 918.99 FEET; THENCE SOUTH 44° 59' 00" WEST, 660.47 FEET, THENCE SOUTH 55° 08' 00" WEST, 671.13 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF LANGLEY SUBDIVISION UNIT ONE, AS RECORDED IN PLAT BOOK 8, PAGE 2 OF SAID PUBLIC RECORDS OF CLAY COUNTY; THENCE NORTH 44° 57' 08" WEST AND ALONG THE SAID NORTHEASTERLY BOUNDARY LINE OF LANGLEY SUBDIVISION UNIT ONE AND A NORTHWESTERLY PROJECTION THEREOF, 801.91 FEET TO A POINT ON THE SAID CENTERLINE OF HARRISON AVENUE (CLOSED); THENCE NORTH 45° 02' 07" EAST AND ON SAID CENTERLINE OF HARRISON AVENUE (CLOSED), 1320.48 FEET TO THE POINT OF BEGINNING. CONTAINING 26.988 ACRES OF LAND, MORE OR LESS, SAID PARCEL BEING SUBJECT TO AN EASEMENT FOR DRAINAGE OVER AND ACROSS THE SOUTHEASTERLY 20 FEET OF THE ABOVE DESCRIBED LANDS, ALSO BEING SUBJECT TO THAT CERTAIN STATE ROAD RIGHT OF WAY EASEMENT DITCH AS DESCRIBED AND RECORDED IN DEED BOOK 39, PAGE 280 AND DEED BOOK 39, PAGE 376, OF THE PUBLICRECORAS OF CLAY COUNTY, FLORIDA.

EXHIBIT “B”

DESCRIPTION OF APPROVED CONSTRUCTION PLANS (Less and except plans to be replaced due to minor changes required)

Project: Ridgeview ES Fire Hydrant Repair/Replace

Engineer: Mr. Alex Acree, P.E.
7 Waldo Street
St. Augustine, Florida 32084

Date: September 3, 2025

| Engineer Drawing Number | Description | Latest Engineer Approved Plan Date |
|-------------------------|---|------------------------------------|
| 01 | Cover Sheet | 09/03/2025 |
| 02 | General Notes Sheet | 09/03/2025 |
| 03 | <u>Utility Notes</u> | 09/03/2025 |
| 04 | Survey | 09/03/2025 |
| 05 | Demolition Plan | 09/03/2025 |
| 06 | Site and Utility Plan | 09/03/2025 |
| 07 | Construction Details Site | 09/03/2025 |
| WAT 04 | Standard Fire Hydrant and D.D.C.V. Backflow Preventer Details | 09/03/2025 |
| WAT 02 | Standard Water Casing, Crossing Type and Pipe Restraint Details | 09/03/2025 |
| WAT 03 | Standard Water Casing, Crossing Type and Pipe Restraint Details | 09/03/2025 |