

AGREEMENT

THIS AGREEMENT is entered into by the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA (hereinafter "SBCC")**, and the **CLAY COUNTY UTILITY AUTHORITY (hereinafter "CCUA")**, this _____ day of October, 2006.

WHEREAS, **SBCC** maintains a driving course on the campus of Orange Park High School, and

WHEREAS, **CCUA** desires to use said driving course to qualify and test drivers employed by **CCUA** for issuance of CDL driver's licenses, and

WHEREAS, **SBCC** also uses said driving course to test and qualify its own employees for issuance of CDL driver's licenses, and

WHEREAS, all basic skills testing sites in Florida must be upgraded to meet the new standards which will take effect on January 1, 2007, and

WHEREAS, **SBCC** is agreeable to **CCUA** using said driving course to test its employees for CDL licensure and is agreeable to **CCUA** providing upgrades to the driver/test course,

NOW, THEREFORE, IN CONSIDERATION of these premises and other good and valuable consideration, the parties agree as follows:

1. **CCUA** will obtain from Jim Holmes, Compliance Officer with the Florida Division of Driver's Licenses, the 2007 course requirements for CDL basic skills testing. Furthermore, **CCUA** will provide all of the labor, equipment, and material necessary to stripe the pavement to comply with these new testing requirements. **CCUA**, at its own expense, will maintain the striping throughout the initial term of this Agreement and any subsequent renewal.

2. If school is in session, **CCUA's** third party tester will check in at the school's administrative offices upon arrival. **CCUA's** third party tester will coordinate with **SBCC's** third party tester, thereby providing adequate advance notice of proposed testing dates and times so as not to interfere with any testing being performed on behalf of **SBCC**.

3. **CCUA** agrees that it will indemnify, defend, and hold harmless **SBCC**, its representatives, employees, agents, and assigns, for and from any injury, damage, or loss resulting from the use of the **SBCC** driving course located at Orange Park High School by **CCUA**, provided, however, that **SBCC** shall permit **CCUA** to assert on **SBCC's** behalf and in defense of any third party's claims the applicability of Florida Statute 768.28 and limitation of any such third party claims, and provided further that **CCUA** shall add **SBCC** as an additional insured on **CCUA's** liability insurance coverage for this risk. A copy of the Certificate of Liability Insurance is attached hereto is attached hereto as Exhibit A.

4. The initial term of this Agreement shall be from November 1, 2006, through October 31, 2011. This Agreement may be renewed if mutually agreeable to both parties. Either party may terminate this Agreement without cause by providing sixty (60) days' notice to the other party.

5. All **CCUA** employees shall, at **CCUA** expense, submit to and pass a Level 2 background screening before entering upon the campus of Orange Park High School.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**SCHOOL BOARD OF CLAY
FLORIDA**

**CLAY COUNTY UTILITY
AUTHORITY**

By _____
CAROL VALLENCOURT
Chairman
900 Walnut Street
Green Cove Springs, FL 32043

By _____
W. TOM MORRIS
Chief Operations Officer
3176 Old Jennings Road
Middleburg, FL 32068