

AGREEMENT

This Agreement made and entered into this ___ day of _____, 20___, by and between the City of Tampa, a Municipal Corporation of the State of Florida, hereinafter referred to as the City, and _____ hereinafter referred to as Owner/Developer.

WITNESSETH THAT:

WHEREAS, Owner/Developer has constructed public water distribution facilities ("Distribution Facilities") in the City's Water Service Area in Hillsborough County, Florida, in accordance with Work Order Number (_____). The Plan entitled "_____", prepared by "_____", and on file at the Water Department is incorporated by reference made a part hereof. Owner/Developer, has asked that the City accept for ownership, maintenance and operation of the said Distribution Facilities; and

WHEREAS, Owner/Developer affirms that it is either the Owner of the Distribution Facilities identified herein or has been authorized by the Owner and possesses the legal power to act on behalf of the Owner to convey the property interests to the City; and

WHEREAS, with the anticipated connections to the system, it is economically feasible for the City to accept ownership including operation and maintenance upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, WITNESSETH:

That, for and in consideration of the premises and the mutual covenants hereinafter contained to be kept and performed by the parties hereto, they hereby agree, for themselves, their successors and assigns, as follows:

Section 1. City, simultaneously with the complete execution of this Agreement, shall assume ownership, maintenance and operation of the Distribution Facilities installed by Owner/Developer consisting of all water facilities installed within the public right of way "ROW" and/or within a designated area outside of the ROW and/or within an easement granted to the City for said facilities. See Exhibit "1" – Engineer of Record Certification of Materials attached hereto and incorporated herein.

Section 2. Owner/Developer hereby donates to City the Distribution Facilities and further guarantees the Distribution Facilities against any defects in workmanship and materials for a period of thirteen (13) months following the date of this Agreement. Under this guarantee, Owner/Developer shall repair and replace without delay, at its own expense, any faulty Distribution Facilities, correct any failure of any part of the Distribution Facilities to perform in accordance with the specifications for the Distribution Facilities, and repair and replace any Distribution Facilities damaged by any such failure.

Section 3. Nothing herein contained shall be construed as in any manner relieving, exempting or discharging Owner/Developer, its successors and assigns, of and from paying the charges for water furnished, any other such charges as may be delineated in the Owner/Developer's commitment for water services, or any other such charges as shall be hereafter be fixed and prescribed by the ordinances of City.

Section 4. See Exhibit "2" - Engineer of Record Certification of Construction Costs, attached hereto and incorporated herein.

Section 5. In connection with this Agreement, the Owner/Developer hereby covenants and agrees that Owner/Developer shall comply with all applicable governmental laws, statutes, rules and regulations including without limitation the City of Tampa's Code of Ethics. Pursuant to Section 2-522 of the City of Tampa Code, the Owner/Developer acknowledges that if the Owner/Developer fails to comply with the City of Tampa's Code of Ethics, such a failure shall render this Agreement voidable by the City and subject the Owner/Developer to debarment from any future City contracts or agreements.

Section 6. By signing this standard Agreement form, which has been approved by the Tampa City Council, you, as the Owner/Developer or representative of same, hereby represent that no change to this standard Agreement form has been made.

Section 7. Owner/Developer affirms that it is either the Owner of the Distribution Facilities identified herein, or has been authorized by the Owner and possesses the legal power to act on behalf of the Owner to convey the property interest in the Distribution Facilities to the City, and that there are no liens attached to the Distribution Facilities.

Section 8. Owner/Developer further affirms that, the Distribution Facilities are constructed in accordance with all applicable sections of Chapter 62-555, Florida Administrative Code, and that they are located on a site that is free from a significant risk from contamination that could adversely affect the quality of the drinking water.

Section 9. To the extent allowed by law and subject to the privileges and immunities from liability and other provisions contained in Section 768.28, Florida Statutes, as a condition of the City accepting title to the Distribution Facilities, Owner/Developer agrees to indemnify and hold the City harmless from any and all claims, losses, and expenses directly related to challenges to legal titles to the Distribution Facilities or environmental contamination of the Distribution Facilities and the property which is the subject of the easement(s) to be conveyed to the City in conjunction with the Work Order identified above or if no easement is to be conveyed, the trench in which the Distribution Facilities are located, the material used to back fill the trench and ten (10) feet on both sides of the trench. This indemnification provision will not be enforceable against the Owner/Developer to the extent such claims, losses, or expenses are caused by an act, omission, or negligence of the City or its employees or agents or a third party other than the Owner/Developer or its employees or agents. This indemnification is not intended to waive or reduce the applicable requirements or obligations that the Owner/Developer is subject to pursuant to Florida Statutes and the applicable regulations of the Florida Administrative Code.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names by duly authorized officers, attested and their corporate seals affixed hereunto, the day and year first above written.

ATTEST:

OWNER/DEVELOPER

Witness Signature

Signature

Print/Type Name

Print/Type Name

Witness Signature

Print/Type Position Title

Print/Type Name

ATTEST:

CITY OF TAMPA:

City Clerk/Deputy City Clerk

Mayor (SEAL)

Approved as to Legal Sufficiency:

Assistant City Attorney