

## **AGREEMENT**

THIS AGREEMENT made and entered into at Tampa, Florida, this \_ day of \_\_\_\_\_, 2026, by and between the CITY OF TAMPA, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", whose address is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, Florida 33602 and \_\_\_\_\_, hereinafter referred to as "Contractor", whose address is \_\_\_\_\_.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

### **FIRST:**

Contractor shall at its own cost and expense furnish the services described below and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following work as specified in the Contract Documents consisting of this Agreement and:

(X) Request for Proposals (RFP) # \_\_\_\_\_, inclusive of all parts and attachments and Addendum # \_\_\_\_\_.

(X) Contractor's Proposal and Affirmation dated \_\_\_\_\_ in response to RFP # \_\_\_\_\_

(X) Insurance Requirements as set forth in RFP # \_\_\_\_\_

### **SECOND:**

Upon the faithful performance of the contract work by Contractor, City shall pay Contractor for work performed and labor furnished at the prices set forth in Contractor's executed Proposal.

### **THIRD:**

Contractor shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, conditions, and agreements contained in the Contract Documents.

**FOURTH:**

Contractor shall not transfer or assign this contract without the prior written approval of City; and, during the progress of the work, Contractor shall comply with applicable Federal, State, County and City laws, rules, regulations, codes, and rules applicable to this contract.

**FIFTH:**

Contractor shall commence the work and shall faithfully prosecute said work to its full completion within the number of days set forth in the Contract Documents.

**SIXTH:**

This contract shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for any action brought in state or federal court shall be in Tampa (Hillsborough County) Florida.

**SEVENTH:**

If any part, terms, or provisions of this contract shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this contract, the validity of the remaining portions or provisions shall not be affected thereby. The City and Contractor will in good faith attempt to replace an invalid or unenforceable clause with one that is valid and enforceable.

**EIGHTH:**

The City does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in the Florida Statutes.

**NINTH:**

Contractor shall perform the services provided by this contract as an independent contractor, and nothing contained herein shall in any way be construed to constitute Contractor to be a representative, agent, subagent, or employee of the City or any political subdivision of the State of Florida. The relationship of Contractor to the City created by this contract is that of an independent contractor. No person performing work or providing services for Contractor under this contract shall be entitled to any benefits available or

granted to employees of the City. Contractor assumes full responsibility for the payment and reporting of all local, state, foreign, and federal taxes and other contributions imposed or required under unemployment, social security, income tax, and similar laws, with respect to the performance of Contractor's obligations required by this contract by, or on behalf of, Contractor to the City. Notwithstanding anything in this contract to the contrary, Contractor shall not have the right or power to make any contracts, commitments, or admissions of liability for or on behalf of the City. Contractor shall be solely responsible for the means, methods and procedures used by Contractor to perform under this contract.

**TENTH:**

Notwithstanding any other provision of the Contract Documents, if funds for the continued fulfillment of the contract by the City are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then the City will have the right to terminate the contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. The City will use reasonable efforts to ensure appropriated funds are available.

**ELEVENTH:**

This contract may not be modified, amended or extended verbally or by conduct but only by a writing duly executed by the parties herein.

**TWELFTH:**

Nothing contained in this Agreement or the other Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Contractor.

**THIRTEENTH:**

A waiver of any provision of this contract shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this contract in exercising a power, right, or remedy under this contract will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this contract will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver

of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this contract.

**FOURTEENTH:**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Fourteenth Paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For City:

Director of Purchasing  
Purchasing Department  
2555 East Hanna Avenue  
Tampa, FL 33610

For Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTEENTH:**

The Contractor releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, losses, claims, suits, actions, causes of action, either at law or in equity, damages, charges, judgments, or expenses (including attorney's fees and court costs, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason of or as a result of any act, negligence, or omission on the part of the

Contractor, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the contract, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. The Contractor's duty to defend is separate and apart from Contractor's duty to indemnify and hold harmless and exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by the provisions of Section 725.06, Florida Statutes or any other applicable law, then this section shall be so limited to said section 725.06. Otherwise, the obligations under this section. will not be limited by the amount of any insurance required to be obtained or maintained under this contract. The Contractor's duties to defend and indemnify pursuant to this section shall survive the early termination or expiration of the contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. Nothing in this section or in the contract shall be construed as a waiver of any immunity from or limitation of liability the City, its officers, agents, and employees may have under the doctrine of sovereign immunity under common law or statute.

**SIXTEENTH:**

The period of the contract shall be for \_\_\_\_\_ from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for \_\_\_\_\_. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Contractor prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

**SEVENTEENTH:**

Time is of the essence in Contractor's performance of the contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers of the date first written above.

ATTEST:

CITY OF TAMPA

\_\_\_\_\_

By: \_\_\_\_\_

(SEAL) CITY CLERK/DEPUTY CITY CLERK

JANE CASTOR, MAYOR

APPROVED AS TO FORM:

<<CONTRACTOR>>

\_\_\_\_\_

By: \_\_\_\_\_

MARCELLA T. HAMILTON

By: \_\_\_\_\_

ASSISTANT CITY ATTORNEY

TYPE OR PRINT NAME

TITLE: \_\_\_\_\_

(Pres., V-Pres., Partner, Manager, Owner)

Corporation ( )

LLC ( )

Partnership ( )

Individual ( )

Incorporated in the State of \_\_\_\_\_

If business is individually owned, you must sign before

two (2) witnesses:

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

