

Pinellas County Utilities
14 S Ft Harrison Ave
Clearwater, FL
Attention: Dennis Simpson

Dear Mr. Simpson:

Reference is hereby made to that certain **21-0637-CP (PLU) Annual Sanitary Sewer Repair & Extension FY 2022-2024 Agreement** dated January 25, 2022 (the "Agreement") by and between Rowald (DE), LLC, a Delaware limited liability company (the "Company") and Pinellas County, Florida (the "County"). Any capitalized term used in this Letter Agreement that is not defined shall have the meaning ascribed to it in the Agreement.

The County has engaged the Company to provide an emergency repair and remediation to the Gravity Sanitary Sewer (the "Project") situated behind 11793 96th Place, Seminole, Florida 33772 (the "Property"). The emergency repair being conducted by the Company at the request of the County may result in certain damage to the Property and surrounding areas (including but not limited to landscape, pools, permanent and/or temporary structures) as a result of the repair and remediation required to complete the Project.

Accordingly, the Company has agreed to undertake the Project, subject to the County agreeing, to the extent permitted by law, to indemnify and hold the Company harmless for claims arising out of the Project, as provided for below.

The Company and the County acknowledge and agree that any indemnification provided for herein shall be strictly limited in accordance with the County's policy on indemnification, as prescribed in Pinellas County Resolution 06-70.

The County hereby agrees to indemnify the Company for claims brought against the Company only to the extent that they are found to result from the sole negligence of the County, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the County. This indemnification shall not be construed as a waiver of the County's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity. Any claims against the County must comply with the procedures found in **Fla. Stat. 768.28**. In order to comply with the requirements of **Fla. Stat. 129.06**, and Article VII, section 10 of the Florida Constitution, the value of this indemnification is limited to the lesser of the amount payable by either party under the substantive provisions of the Agreement, or the limitations of **Fla. Stat. 768.28**. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the County to only those damages caused by the County's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

All other terms and conditions of the Agreement are and shall remain in full force and effect.

This Letter Agreement, and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. Any judicial proceeding involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this letter agreement shall be brought only in a federal or state court located in the County of Pinellas, State of Florida.

Please countersign this letter agreement below to evidence your acknowledgment to the foregoing. Delivery by electronic transmission shall bind the parties hereto. This letter agreement may be executed in one or more counterparts, each one of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

With the intent to be legally bound hereby, the above terms and conditions are hereby agreed to and accepted this 31st day of October 2024.

ROWLAND (DE), LLC

By: _____

Name: Tim Foket

Title: COO

CONSENTED AND AGREED TO THIS 31st DAY OF
OCTOBER, 2024:

Pinellas County, Florida

By: _____

Name: Barry Burton

Title: County Administrator

APPROVED AS TO FORM

By: Miles Belknap

Office of the County Attorney