

STATE-FUNDED GRANT AGREEMENT ADDENDUM

THIS STATE-FUNDED GRANT AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the LEVY COUNTY, Florida ("Recipient").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the State-Funded Grant Agreement, Financial Project Number: 445821-1-54-01 ("Grant Agreement") executed contemporaneously; and

2. This Addendum shall be merged into and made part of the Grant Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

3. The sole purpose of this Addendum is to revise the indemnification provision of the Grant Agreement; and

4. In the event of any conflict or inconsistency between the Grant Agreement and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. INDEMNIFICATION AND INSURANCE

The parties specifically agree that Paragraph 14, Subsection C of the Grant Agreement is stricken in its entirety and replaced with the following:

- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the [ENTITY] and other persons employed or utilized by the [ENTITY] in the performance of this Agreement."

The foregoing indemnification shall not be construed to constitute agreement by [ENTITY] to indemnify either the Recipient or the State of Florida, Department of Transportation for the negligent acts or omissions of their respective officers, agents, or employees, or third parties. This indemnification shall survive termination of this Agreement.

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of two (2) pages, exclusive of exhibits.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: _____
Name: Greg Evans
Title: District 2 Secretary

LEGAL REVIEW BY:

RECIPIENT

By: _____
Name: John Meeks
Title: Chairman

Anne Bast Brown

LEGAL REVIEW BY:
Anne Bast Brown, County Attorney

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