From: Mackesey, Brendan
To: Celeste, Merry E; Richter, David D; Meador, Robert C
Subject: FW: 18-728A CSX Certificate revised
Date: Friday, June 8, 2018 2:46:24 PM

FYI

From: Mackesey, Brendan
Sent: Friday, June 08, 2018 2:46 PM
To: 'Stephens, Marshelly' <Marshelly_Stephens@csx.com>; Horton, Eric <Eric_Horton@csx.com>
Subject: FW: 18-728A CSX Certificate revised

Thank you Marshelly. Once you or Eric send over an agreement with the revised notice and indemnity language (consistent w/the previously negotiated indemnity language from the prior executed agreement you sent over) I will move it forward. I am not advising the County enter into this agreement though will approve it as to form.

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Stephens, Marshelly [mailto:Marshelly_Stephens@csx.com]
Sent: Friday, June 08, 2018 1:44 PM
To: Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Horton, Eric <Eric_Horton@csx.com>
Subject: RE: 18-728A CSX Certificate revised

Hi Brendan,

I've had an opportunity to review and consider your proposal. The language previously negotiated with Pinellas is generally the same language CSXT uses with other Florida municipalities and counties. As such, I would prefer not to modify as extensively as you have proposed. The current language appears to preserve the protections afforded to Pinellas County under the Florida Statutes.

Thank you,
Marshelly

Marshelly Scott Stephens | Direct Dial: (904) 359-1347

From: Mackesey, Brendan [mailto:bmackesey@co.pinellas.fl.us]
Sent: Friday, June 08, 2018 12:25 PM
To: Stephens, Marshelly <Marshelly_Stephens@csx.com>; Horton, Eric <Eric_Horton@csx.com>
Subject: FW: 18-728A CSX Certificate revised

Hey Marshelly, just following up to see if you considered the below.

Thanks

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Mackesey, Brendan
Sent: Tuesday, June 05, 2018 11:18 AM
To: 'Stephens, Marshelly' <Marshelly_Stephens@csx.com>; Horton, Eric <Eric_Horton@csx.com>
Subject: RE: 18-728A CSX Certificate revised

Marshelly, thanks for the quick, helpful response; it's much appreciated.

Rather than nitpick the existing language, it's probably easier to explain why the modified language (New Section 9) proposed in my original e-mail below makes sense:

- One could argue that the existing language requires the County to indemnify CSX for claims that arise from actions of third parties; if indemnity is required, it should be explicit that such indemnity is only triggered by actions of the County
- There is no explicit cap on liability; if indemnity is required, liability should explicitly be capped at the Sovereign Immunity limits ($100K/$200K).
- The County is being asked to indemnify CSX unless CSX is solely negligent; if indemnity is required, it should only be triggered if the County is solely negligent.
- I observed another difference in the language from the old contract you sent over and the contract at issue here. The old contract does not have the last sentences in Sections 9.1 and 9.2 of the contract at issue here, which state that, even where CSX is solely negligent, the County's liability is "absolute" when the County is working on the encroaching facilities authorized under the agreement. I assume there is no debate about removing these sentences from the contract at issue here because they were not in the previously negotiated language in the old contract.
- If indemnity is required and the County is opening itself up to claims, such claims should explicitly be required to accord with the procedures set forth in 768.28 FS (most notably the three year SOL found in 768.28(6)(a))
- If indemnity is required and the County is opening itself up to claims, such claims should explicitly be limited to those waived under the common law interpreting the limited waiver of Sovereign Immunity (e.g., the County waive Sovereign Immunity for Planning functions)

The language proposed below was approved by the Pinellas County Board of County Commissioners as a compromise for just this sort of agreement. Considering the County is a public agency that normally does not indemnify at all, the County feels using this language is fair to both parties.

Thanks so much again for your attention to this matter; hopefully I've adequately outlined the County's concerns

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Stephens, Marshelly [mailto:Marshelly_Stephens@csx.com]
Sent: Tuesday, June 05, 2018 9:54 AM
To: Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Horton, Eric <Eric_Horton@csx.com>
Subject: RE: 18-728A CSX Certificate revised

Brendan,

Please let me know your reservations with the previously negotiated language and I'll consider. Or, you may call me directly at the number below to discuss.

Marshelly Scott Stephens | Direct Dial: (904) 359-1347

From: Mackesey, Brendan [mailto:bmackesey@co.pinellas.fl.us]
Sent: Tuesday, June 05, 2018 9:51 AM
To: Stephens, Marshelly <Marshelly_Stephens@csx.com>; Horton, Eric <Eric_Horton@csx.com>
Subject: RE: 18-728A CSX Certificate revised

Thanks Marshelly, the indemnity language in the old agreement you attached mirrors the language in the proposed new agreement (except for Section 9.2 (contractor indemnity), which CSX already changed once).

It follows that, notwithstanding prior negotiations, I still have reservations with the language. Nevertheless, it sounds like CSX is unwilling to further modify the language. Can you please confirm?

On a separate note, Eric, please ensure that the County's address is updated in the Notice Section (15.2) such that it reads as follows:

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at Pinellas County Public Works, 22211 U.S. 19 N, Building #1, Clearwater, FL 33765, c/o Transportation Division Director and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

Thank you both for your assistance and attention to this agreement

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Stephens, Marshelly [mailto:Marshelly_Stephens@csx.com]
Sent: Tuesday, June 05, 2018 9:20 AM
To: Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Horton, Eric <Eric_Horton@csx.com>
Subject: RE: 18-728A CSX Certificate revised

Brendan,

CSXT previously negotiated with various FL counties, including Pinellas County, indemnification for this type of agreement. Attached is an executed version with the negotiated language.

Eric will send a revised agreement consistent with the attached.

Please let me know if you have any questions or concerns.

Marshelly

Marshelly Scott Stephens | Direct Dial: (904) 359-1347

From: Mackesey, Brendan [mailto:bmackesey@co.pinellas.fl.us]
Sent: Thursday, May 31, 2018 4:25 PM
To: Stephens, Marshelly <Marshelly_Stephens@csx.com>; Horton, Eric <Eric_Horton@csx.com>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>; Alfonso, Vanessa <valfonso@co.pinellas.fl.us>; Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: FW: 18-728A CSX Certificate revised

Thanks Eric. Marshelly, please see the attached resolution. As illustrated therein, the County has a firm policy against indemnifying other parties. As a practical matter, the County must waive this policy in certain instances, perhaps such as here. Before waiving this policy, however, the County is required to ask the other party if it is agreeable that each party be responsible for its own negligence. I understand CSX previously rejected this request here. Where the request that each party be responsible for its own negligence is rejected, in accordance with the Resolution, the County requests that the following language be used:

County hereby agrees to indemnify CSX for claims brought against CSX 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 §768.28, Florida Statutes. In order to comply with the requirements of §129.06, Florida Statutes, 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 this Agreement, or the limitations of § 768.28, Florida Statutes. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the County to only those damages caused by County's sole negligence, and specifically not include any attorney's fees or costs associated therewith.

Accordingly, I propose that Section 9 of the attached Agreement be rescinded and replaced with the language above, and that Section 17.4 be rescinded. If such revision is unacceptable to CSX, I would appreciate knowing to what extent CSX is willing to further amend Sections 9 and 17.4.

Thank you very much for your attention to this matter.

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Horton, Eric [mailto:Eric_Horton@csx.com]
Sent: Thursday, May 31, 2018 1:22 PM
To: Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Stephens, Marshelly <Marshelly_Stephens@csx.com>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>; Alfonso, Vanessa <valfonso@co.pinellas.fl.us>; Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Good Afternoon,

Marshelly Stephens, copied, is the reviewing attorney for this agreement. Please provide the proposed changes to the indemnity/liability language to her for review. Marshelly is currently out of the office, returning next week; I appreciate your patience.

Best regards,

Eric Horton | CSX Transportation, Inc.
Real Estate and Facilities Management
Contract Specialist | 500 Water Street, J180 |Jacksonville, FL 32202
PH: 904.279.3806 | Fax: 904.516.6320 | Eric_Horton@csx.com
Southern Region - AL, FL, LA, MS, KY, and TN
If an additional review is needed after approval or execution, additional fees will apply.
CSX Property Portal

From: Mackesey, Brendan [mailto:bmackesey@co.pinellas.fl.us]
Sent: Thursday, May 31, 2018 9:24 AM
To: Horton, Eric <Eric_Horton@csx.com>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>; Alfonso, Vanessa <valfonso@co.pinellas.fl.us>; Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Hey Eric,

I made one edit to the Agreement: inserting the County's address for notice in Section 15.2.

I would also like to propose some more flexible indemnity/liability language, but before doing so, want to ensure that CSX will even consider it. I know CSX already rejected a modification proposed by the County that would state each party is responsible for its own negligence (though CSX did amend Section 9.2); nevertheless, I feel it prudent to ask again. The County does not normally indemnify other parties. Please confirm whether CSX will consider amending the indemnity/liability language.

Brendan P. Mackesey
Assistant County Attorney
PH:(727) 464-3354 / FAX (727)464-4147
bmackesey@pinellascounty.org

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From: Horton, Eric [mailto:Eric_Horton@csx.com]
Sent: Wednesday, May 30, 2018 7:55 AM
To: Alfonso, Vanessa <valfonso@co.pinellas.fl.us>; Celeste, Merry E <mceleste@co.pinellas.fl.us>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Good Morning,

Thank you for providing the updated certificate of insurance. Attached is a word version of the Agreement that can be redlined per your requests and sent back to be for review and approval. I will forward the requested redlines to the CSX reviewing attorney.

Please let me know if you have any questions.

Thank you,

Eric Horton | CSX Transportation, Inc.
Real Estate and Facilities Management
Contract Specialist | 500 Water Street, J180 |Jacksonville, FL 32202
PH: 904.279.3806 | Fax: 904.516.6320 | Eric_Horton@csx.com
Southern Region - AL, FL, LA, MS, KY, and TN
If an additional review is needed after approval or execution, additional fees will apply.
CSX Property Portal

From: Alfonso, Vanessa [mailto:valfonso@co.pinellas.fl.us]
Sent: Tuesday, May 29, 2018 8:52 AM
To: Celeste, Merry E <mceleste@co.pinellas.fl.us>; Horton, Eric <Eric_Horton@csx.com>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Good Morning,

Enclosed please find the revised certificate of insurance for CSX. We've updated the certificate to mark the "X" for Work Comp Waiver of Subrogation. If anything further is needed, please let me know.

Thank you,

Vanessa Alfonso, ARM-P
Insurance Manager
Pinellas County Risk Management
400 S Ft Harrison Ave, Clearwater, FL 33756
Phone (727) 464-3513
Mobile (321) 348-7866
Fax (727) 464-4060
valfonso@pinellascounty.org

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From: Celeste, Merry E
Sent: Thursday, May 24, 2018 4:50 PM
To: Eric_Horton@csx.com
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Mackesey, Brendan <bmackesey@co.pinellas.fl.us>; Alfonso, Vanessa <valfonso@co.pinellas.fl.us>
Subject: FW: 18-728A CSX Certificate revised

Mr. Horton,
Please see email below and advise (if Rob hasn't already emailed you).

Also, can you supply a phone number for the CSX reviewing attorney. Our County attorney would like to request additional indemnification changes. Also, because we updated the address in para 1 of the agreement to the County seat of government, his preference is to add the project manager's contact information to section 15 if possible.

Thank you,

Merry Celeste
Public Works
14 S. Ft. Harrison Ave., 4th Floor
727-464-3185

From: Alfonso, Vanessa
Sent: Thursday, May 24, 2018 4:01 PM
To: Celeste, Merry E <mceleste@co.pinellas.fl.us>
Cc: Meador, Robert C <rmeador@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Hi Merry,

Can you confirm with CSX that the only revision needed is the "X" marked in the section of the Work Comp that indicates Waiver of Subrogation? We've included the Waiver of Subrogation wording in the Description of Operations. I'd be more than happy to call CSX if you prefer.

Thank you,

Vanessa Alfonso, ARM-P
Phone (727) 464-3513

From: Kahler, Richard A
Sent: Thursday, May 24, 2018 3:12 PM
To: Alfonso, Vanessa <valfonso@co.pinellas.fl.us>
Subject: FW: 18-728A CSX Certificate revised

Hi Vanessa

Looks like they did not accept because the WOS box was not checked.

Rick Kahler
Risk Insurance Analyst
Pinellas County Risk Management
400 S Ft Harrison Ave, Clearwater, FL 33756
Phone (727) 464-5294
Fax (727) 464-4060
rkahler@pinellascounty.org

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From: Celeste, Merry E
Sent: Thursday, May 24, 2018 2:21 PM
To: Meador, Robert C <rmeador@co.pinellas.fl.us>; Kahler, Richard A <rkahler@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Yes

Rick – Please see below request from CSX and attached.

Thanks,

Merry Celeste
Public Works
14 S. Ft. Harrison Ave., 4th Floor
727-464-3185

From: Meador, Robert C
Sent: Thursday, May 24, 2018 2:19 PM
To: Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: FW: 18-728A CSX Certificate revised

FYI…does the subrogation request go to Risk?

From: Horton, Eric [mailto:Eric_Horton@csx.com]
Sent: Thursday, May 24, 2018 2:16 PM
To: Meador, Robert C <rmeador@co.pinellas.fl.us>
Subject: RE: 18-728A CSX Certificate revised

Rob,

The limits meet CSX requirements. Please provided a waiver of subrogation per the attached sample certificate. Once provided the insurance certificate will be in full compliance.

Thank you,

Eric Horton | CSX Transportation, Inc.
Real Estate and Facilities Management
Contract Specialist | 500 Water Street, J180 | Jacksonville, FL 32202
PH: 904.279.3806 | Fax: 904.316.6320 | Eric_Horton@csx.com
Southern Region - AL, FL, LA, MS, KY, and TN
If an additional review is needed after approval or execution, additional fees will apply.
CSX Property Portal

From: Meador, Robert C [mailto:rmeador@co.pinellas.fl.us]
Sent: Thursday, May 24, 2018 1:38 PM
To: Horton, Eric <Eric_Horton@csx.com>
Subject: FW: 18-728A CSX Certificate revised

Hello Eric,

Can you please confirm the limits shown on the attached insurance certificate meet CSX's CGL requirements. I believe this may eliminate our need to pay the $375 surcharge.

Thanks,
Rob

From: Celeste, Merry E
Sent: Thursday, May 24, 2018 12:33 PM
To: Meador, Robert C <rmeador@co.pinellas.fl.us>
Subject: FW: 18-728A CSX Certificate revised

Rob – Could you please confirm with CSX that the attached meets the CGL requirements for the County so that we don't have to pay the additional $750. That would make the total fee due to CSX upon full execution of the agreement $1,500, with the exception of flagging services to be reimbursed to CSX at a later date.

Thanks,

Merry Celeste
Public Works
14 S. Ft. Harrison Ave., 4th Floor
727-464-3185

From: Kahler, Richard A
Sent: Wednesday, May 23, 2018 11:54 AM
To: Celeste, Merry E <mceleste@co.pinellas.fl.us>
Cc: Holscher, Virginia <vholscher@co.pinellas.fl.us>; Alfonso, Vanessa <valfonso@co.pinellas.fl.us>
Subject: 18-728A CSX Certificate revised

Hi Merry

Here is a revised certificate for the CSX project. Waiver of subrogation wording was added as requested. We are not showing the Railroad Protective liability on the certificate as it will be the responsibility of the contractor.

Rick Kahler
Risk Insurance Analyst
Pinellas County Risk Management
400 S Ft Harrison Ave, Clearwater, FL 33756
Phone (727) 464-5294
Fax (727) 464-4060
rkahler@pinelliascounty.org

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