

From: [Burnes, Robert M](#)
To: [Curtis, Gabe](#)
CC: [Collett, Yardley](#)
Subject: FW: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models
Date: Wednesday, July 15, 2026 12:53:15 PM
Attachments: [Pinellas0670.png](#)
[Pinellas0670.png](#)
[Pinellas0670.png](#)
[Resolution 06-70.pdf](#)

Hi Curtis,

Finally got the lawyers to agree to move forward. Would you help me get the below language into the summary section of the staff report and upload a copy of *County Resolution 06-70* and this email chain into Legistar item 26-0382D. Once it is update, please let me and Yardley know so she can move forward with the agreement.

Section 12 of the Agreement requires the County to indemnify SWFWMD. County Resolution 06-70 prohibits the County from indemnifying others in most situations. The County requested SWFWMD modify this provision which was denied by SWFWMD as it is a standard provision in CFI Agreements. Staff agree that the indemnification requirement is within an acceptable level of risk.

Thanks,

Rob Burnes
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From: Collett, Yardley <ycollett@pinellas.gov>
Sent: Wednesday, July 8, 2026 2:38 PM
To: Burnes, Robert M <rburnes@pinellas.gov>; Weed, Melanie P <mweed@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Rob,

I would assume a copy of the Resolution and the email communication with SWFWMD should be included in the Legistar item but please work with purchasing / Dave Fechter's group as they do this all the time and will know what all needs to be included. Regarding an update to the staff report, please see my thoughts below.

Section 12 of the Agreement requires the County to indemnify SWFWMD. County Resolution 06-70 prohibits the County from indemnifying others in most situations. The County requested SWFWMD modify this provision which was denied by SWFWMD as it is a standard provision in CFI Agreements. Staff agree that the indemnification requirement is within an acceptable level of risk.

Thanks,



Yardley M. Collett
Assistant County Attorney
Pinellas County Attorney's Office
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3354
Fax: (727) 464-4147
ycollett@pinellas.gov

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From: Burnes, Robert M <rburnes@pinellas.gov>
Sent: Tuesday, July 7, 2026 4:41 PM
To: Collett, Yardley <ycollett@pinellas.gov>; Weed, Melanie P <mweed@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Yardley,

What do you need me to do to get the Legistar set up for you to be able to approve. Is something like the below acceptable to add to the staff report?

Section 12 of the Agreement requires the County to indemnify SWFWMD. County Resolution 06-70 prohibits the County from indemnifying others in most situations. The County Attorney's Office requested SWFWMD remove this requirement for agreement approval and SWFWMD General Council denied the request. It is a standard requirement in all their agreements. Staff agree that the indemnification requirement is within an acceptable level of risk.

Thanks,

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From: Collett, Yardley <ycollett@pinellas.gov>
Sent: Wednesday, July 1, 2026 11:31 AM
To: Hammer Levy, Kelli <klevy@pinellas.gov>; Weed, Melanie P <mweed@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Yes, I'm aware that this issue comes up frequently. As long as Resolution 06-70 is followed, then it can move forward.

Thanks,



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From: Hammer Levy, Kelli <klevy@pinellas.gov>
Sent: Wednesday, July 1, 2026 11:07 AM
To: Weed, Melanie P <mweed@pinellas.gov>; Collett, Yardley <ycollett@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Yardley – we deal with this on all state agreements including FDOT. It is standard, the state agencies do not accept our liability requirements.

I would suggest we proceed into Legistar.

Here is a recent example:

File ID	26-0289A	ID	Type	Contract/Agreement	Status	Passed
Department	Public Works	Public Works	File Created	2/21/2026		
Title	Local Agency Program Agreement entered into with the Florida Department of Transportation for funding construction and engineering inspection activities for the Ridgemoor Boulevard and Brooker Creek at Brooker Creek Bridge replacement.			Agenda Date	4/7/2026	
				Final Action	4/7/2026	
Staff Report	Attachments (12) Associations Contract Info Details Approval Tracking (22) Minutes History (1)					
Edit	New	Delete	View	Import...	Version	1 [Current] Set as Current
Bridge replacement.						
Recommended Action:						
Approval of the Local Agency Program Agreement and Resolution with the Florida Department of Transportation (FDOT) for funding construction and engineering inspection (CEI) activities for the Ridgemoor Boulevard and Brooker Creek at Brooker Creek Bridge replacement.						
• FDOT will fund up to \$3,063,528.00 for construction and CEI activities. Total project cost is estimated at \$7,616,499.00. • County match requirement for project is \$4,552,971.00. • Funding for this project is budgeted under the Ridgemoor Boulevard Bridge Replacement ILA with FDOT Project 005749A, included in the Capital Improvement Plan, funded by the Penny for Pinellas.						
PID 005749A; FDOT FPN: 445437 1 58/68 01; Grant funding in the amount of \$3,063,528.00; total project cost \$7,616,499.00; Agreement term ends July 15, 2029.						
Strategic Priorities:						
Foster Continual Economic Growth and Vitality						
4.4 Invest in infrastructure to meet current and future needs.						
4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity.						
Summary:						
Approval of this LAP agreement will provide up to \$3,063,528.00 funding necessary to pay for construction and CEI activities for the Ridgemoor Boulevard and Brooker Creek at Brooker Creek Bridge replacement. The County match requirement for this project is \$4,552,971.00. Anticipated total cost of construction for the project is \$7,616,499.00.						
Section 15 of the Agreement requires the County to indemnify and hold harmless the FDOT to the extent permitted by law as limited by and pursuant to the provisions of Section 768.28, Florida Statutes. County Resolution No. 06-70 prohibits the County from indemnifying others under most circumstances. FDOT will not modify the indemnification section of this Agreement as this is a standard requirement in their agreements.						
Background Information:						
The project entails construction of a new 135-foot bridge to replace the existing 120-foot flat slab bridge. Once complete, the bridge number will be changed from #154153 to #154572.						

From: Weed, Melanie P <mweed@pinellas.gov>
Sent: Wednesday, July 1, 2026 10:37 AM
To: Hammer Levy, Kelli <klevy@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: FW: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Kelli,

See below.

Thanks,

Melanie Weed
Division Director, Environmental Management
Public Works Department
mweed@pinellas.gov
Office (727) 464-4425



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From: Collett, Yardley <ycollett@pinellas.gov>
Sent: Tuesday, June 30, 2026 4:09 PM
To: Burnes, Robert M <rburnes@pinellas.gov>
Cc: Weed, Melanie P <mweed@pinellas.gov>; Foster, Lisa D <lfoster@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Rob,

I recommend also getting Barry's approval to move forward with the contract notwithstanding non-compliance with our preferred terms. Then, once you have Barry's approval, something very basic can be added to Legistar (with the email communication and resolution 06-70) along the lines of:

Section 12 of the Agreement requires the County to indemnify SWFWMD. The County requested SWFWMD remove this provision, and SWFWMD denied the request in writing. The County Administrator has reviewed and approved the agreement with this language in compliance with County Resolution 06-70.

If you need assistance processing this, you can reach out to Purchasing as they do this all the time.

Thanks,



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ycollett@pinellas.gov

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From: Burnes, Robert M <rburnes@pinellas.gov>
Sent: Monday, June 29, 2026 10:16 AM
To: Collett, Yardley <ycollett@pinellas.gov>
Cc: Weed, Melanie P <mweed@pinellas.gov>; Foster, Lisa D <lfoster@pinellas.gov>
Subject: FW: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Yardley,

Please see below from Kelli and Melanie. The Department is good moving forward on this grant agreement.

Do you want the below added to the Legistar item?

Section 12 of the Agreement requires the County to indemnify SWFWMD. County Resolution 06-70 prohibits the County from indemnifying others in most situations. Staff has requested SWFWMD remove this requirement for agreement approval (see email attachment) and SWFWMD has denied the request. It is a standard requirement in all their agreements. Staff and the County Attorney agree that the indemnification requirement is within an acceptable level of risk.

Rob Burnes
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From: Hammer Levy, Kelli <klevy@pinellas.gov>
Sent: Monday, June 29, 2026 10:06 AM
To: Weed, Melanie P <mweed@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Foster, Lisa D <ldfoster@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

I think the risk is low.

From: Weed, Melanie P <mweed@pinellas.gov>
Sent: Monday, June 29, 2026 9:38 AM
To: Burnes, Robert M <rburnes@pinellas.gov>; Hammer Levy, Kelli <klevy@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Foster, Lisa D <ldfoster@pinellas.gov>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

I don't see any major issue with either. Kelli, do you agree?

Melanie Weed
Division Director, Environmental Management
Public Works Department
mweed@pinellas.gov
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From: Burnes, Robert M <rburnes@pinellas.gov>
Sent: Monday, June 29, 2026 8:01 AM
To: Weed, Melanie P <mweed@pinellas.gov>; Hammer Levy, Kelli <klevy@pinellas.gov>
Cc: Dean, Paul <pdean@pinellas.gov>; Foster, Lisa D <ldfoster@pinellas.gov>
Subject: FW: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Melanie and Kelli,

Please see below from Yardley regarding the Real-Time Flood Forecasting Grant with SWFWMD. She would like to know how the County would like to proceed with the agreement given her two concerns. The indemnification concern is something we ask the District about before every CFI grant agreement I have been involved in and we have standard language we put in Legistar after the District declines to alter. That language is below. The repayment language concern is new to me, but again the District declined to amend their standard boilerplate. Yardley's summary of her concern on this point is below.

If you could, please let me know if we are ok (or not) to move forward on the agreement by Wednesday July 1. This has been out there for about 6 weeks and the District has been giving me guff about the slow pace of progress on our execution.

Example Language for Legistar regarding Indemnification

Section 12 of the Agreement requires the County to indemnify SWFWMD. County Resolution 06-70 prohibits the County from indemnifying others in most situations. Staff has requested SWFWMD remove this requirement for agreement approval (see email attachment) and SWFWMD has denied the request. It is a standard requirement in all their agreements. Staff and the County Attorney agree that the indemnification requirement is within an acceptable level of risk.

Repayment Concern (from email with Yardley on 5/14/26)

Per Yardley-So you all see what I'm seeing, there is essentially a fiscal non-funding in paragraph 6 of exhibit A. However, Exhibit B paragraph 2 (repayment) notes refunding for failure to complete the Project in accordance with the agreement, repay if fail to appropriate sufficient funds to meet the project task deadlines, and payment for attorneys fees and costs if failure to repay. Pursuant to paragraph 22 of exhibit A, if there is a conflict of contract terminology, exhibit B has precedence over exhibit A, and exhibit A is where the fiscal non-funding provision is located. I know it's a long-shot but likely will still need to raise.

Thanks,

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From: Collett, Yardley <ycollett@pinellas.gov>
Sent: Friday, June 26, 2026 5:28 PM
To: Burnes, Robert M <rburnes@pinellas.gov>
Subject: FW: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

Hi Rob,

Please see the below from SWFWMD and let me know how the department wishes to proceed.

Thanks,



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From: Mary Beth McNeil <MaryBeth.McNeil@swfwmd.state.fl.us>
Sent: Monday, June 22, 2026 12:21 PM
To: Collett, Yardley <ycollett@pinellas.gov>
Cc: Meagan Finneran <Meagan.Finneran@swfwmd.state.fl.us>
Subject: RE: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

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Hi Yardley,

It was nice speaking with you.

As discussed, the District is not willing to revise its standard indemnification provision which has been in place for many years and is applicable to all cooperators.

Additionally, the District is not amenable to any other changes to the Cooperative Funding Agreement template. The following language is included in the Cooperative Funding Initiative Guidelines which can be found on the District's website. This language was applicable to FY26 projects.

"Contract Terms: To efficiently process CFI Agreements and ensure fairness to all cooperators, Page 11 FY27 Cooperative Funding Initiative Guidelines the District has developed a standard contract template (located on the CFI website) to be used for all FY2027 CFI projects. Before the system will accept your application, you will be prompted to acknowledge that you have read and understand the terms contained in the template. The District recommends you provide the template to your legal counsel for review prior to formal submittal to the District. The District reserves the right to revise the template as needed. Certain project types, such as septic conversion projects and indirect potable reuse projects will require special contract terms which are currently in development by the District."

Thank you,
Mary Beth

Mary Beth McNeil
Assistant General Counsel
Southwest Florida Water Management District
marybeth.mcneil@swfwmd.state.fl.us
(813) 397-8096

From: Collett, Yardley <ycollett@pinellas.gov>
Sent: Thursday, June 4, 2026 3:39 PM
To: Mary Beth McNeil <MaryBeth.McNeil@swfwmd.state.fl.us>
Subject: CFI Agreement 26CF0004888 - Real-Time Flood Forecasting Models

[EXTERNAL SENDER] Use caution before opening.

Mary Beth,

Thank you for the call earlier today. I very much appreciate the background knowledge regarding the terms and conditions and you hearing the concerns that I must raise on behalf of the County.

I know we discussed and you let me know the District's stance, but so I have it for my records and to send to the County department, below are my concerns regarding the above agreement:

1. Exhibit A, Paragraph 12 Indemnification: The County's policy is to not indemnify other parties. (See Pinellas County Resolution 06-70 attached.) As stated in the attached Resolution, the office's interpretation with indemnification provisions changed with certain legal opinions. With this, considering the agreement is between two public entities, would the District be agreeable to the following language:

"Each party agrees to be responsible for its own negligence and that of its employees and agents, subject to any limitations on liability established by law, including the provisions of Fla. Stat. 768.28. Nothing contained herein will be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Fla. Stat. 768.28, or consent to be sued by third parties."

2. Exhibit B, Paragraph 2 Repayment: As Exhibit A, Paragraph 6 Funding Contingency notes, the County's performance and payment are contingent on funds being lawfully appropriated by the County's governing body. Exhibit B, Paragraph 2 Repayment contains terms that are at odds with the Funding Contingency provision. Additionally, Exhibit A, Paragraph 22 Entire Agreement states that Exhibit B takes precedence over Exhibit A, therefore in essence, nullifying the Funding Contingency paragraph for those acts explained in the Repayment paragraph.

Is the District amenable to any changes regarding Exhibit B, Paragraph 2? Or could a statement be included somewhere along the lines of "Any provision in the Agreement that could be viewed as 1) pledging the Cooperator's credit, 2) assuming an unfunded liability by the Cooperator, or 3) granting a security interest by the Cooperator, are hereby void as contrary to Florida law"?

Thanks,



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