From: Fechter, David D
To: Stolar, John
Subject: FW: FDEP Agreement No. INV50 - Urban Steam Restoration Pinellas County
Date: Monday, May 19, 2025 1:47:15 PM
Attachments: image002.png

Legistar 25-0746A

John, Please attach a pdf below to the subject Legistar item. Make an appointment with me to review item. Thanks.

Dave

David D. Fechter, AICP, CPPB
Senior Department Administrative Manager
Customer & Technical Services - Contracts
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Clearwater, FL 33756

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Pinellas County Pinellas.gov

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From: DeArmond, Samantha <Samantha.DeArmond@FloridaDEP.gov>
Sent: Monday, May 19, 2025 12:35 PM
To: Fechter, David D <ddfechter@pinellas.gov>
Cc: Morrow, Benjamin <Benjamin.Morrow@FloridaDEP.gov>; Stolar, John <jstolar@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: RE: FDEP Agreement No. INV50 - Urban Steam Restoration Pinellas County

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Hello David,

Unfortunately, I will have to decline to amend or revise Attachment 1's indemnification provision for the two reasons provided to me by our General Counsel Office:

1. When comparing our indemnification provision, paragraph 18 c. of Attachment 1, with the County's proposed indemnification language set forth in the resolution, it appears that most of the County's concerns are addressed.
2. It would be impractical for us to customize Attachment 1, as it is the Standard Terms and Conditions Applicable to All Grants Agreements, for all our different grantees.

Legal has recommended that Pinellas County consider approving paragraph 18 c . in accordance with its established procedure as follows "the County's resolution requires it to reject indemnification but allows for the County to waive this requirement and agree to indemnification in certain circumstances. If the County agrees to indemnify another party to a contract, paragraph III of its resolution provides for proposed indemnification language to be used in a contract. It should be emphasized that, per se, this resolution binds the County but has no effect on the Department".

Alternatively, the county is able to decline the grant funding for INV50 if the above terms are not acceptable.

Best regards,

Samantha DeArmond
Florida Department of Environmental Protection
Office of Water Policy & Ecosystems Restoration
Environmental Consultant
Samantha.DeArmond@FloridaDEP.gov
Office: (850)-245-2227

From: Fechter, David D <ddfechter@pinellas.gov>
Sent: Thursday, May 8, 2025 4:11 PM
To: DeArmond, Samantha <Samantha.DeArmond@FloridaDEP.gov>
Cc: Morrow, Benjamin <Benjamin.Morrow@FloridaDEP.gov>; Stolar, John <jstolar@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: FW: FDEP Agreement No. INV50 - Urban Steam Restoration Pinellas County

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This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Samantha – Please use this email for your evaluation and disregard the previous one. Thanks again.

David D. Fechter, AICP, CPPB
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From: Fechter, David D
Sent: Thursday, May 8, 2025 4:09 PM
To: Samantha.DeArmond@FloridaDEP.gov
Cc: Benjamin.Morrow@FloridaDEP.gov; Stolar, John <jstolar@pinellas.gov>; Burnes, Robert M <rburnes@pinellas.gov>
Subject: FDEP Agreement No. INV50

Samantha – Please see below and attached. Specifically, please refer to FDEP Agreement Paragraph 18 and Resolution 06-70 (County does not indemnify other agencies).

The County Attorney has requested consideration for FDEP to remove/revise language where the County indemnifies FDEP. Please advise if this is acceptable. If not, please advise in an email as to why FDEP will not remove the indemnification requirement. Thank you for your consideration and attention to this matter.

Dave

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