

From: [Mary Beth McNeil](#)
To: [Mackesey, Brendan](#)
Cc: [Celeste, Merry E](#)
Subject: RE: Indemnification request from SWFWMD
Date: Wednesday, December 14, 2016 9:47:24 AM

Hi Brendan,

The District is not agreeable to removing or altering the indemnification provision in the referenced cooperative funding agreements. The District includes this standard indemnification provision in all of our cooperative funding agreements and it is a condition to receiving grant funding from the District.

Best,
Mary Beth

-----Original Message-----

From: Mackesey, Brendan [<mailto:bmackesey@co.pinellas.fl.us>]
Sent: Monday, December 12, 2016 4:42 PM
To: Mary Beth McNeil <MaryBeth.McNeil@swfwmd.state.fl.us>
Cc: Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: FW: Indemnification request from SWFWMD

Hi Mary Beth -- hope you had a good weekend.

The Pinellas County Attorney's Office is currently reviewing two CFAs between SWFWMD and the County: (1) "CFA Between SWFWMD and Pinellas County for Pinellas Trail at 54th Avenue Stormwater Improvements (N788)" and (2) "CFA Between SWFWMD and Pinellas County for McKay Creek Water Quality Improvements Near Hickory Lane (N828)." Section 10 of each CFA obligates the County to indemnify SWFWMD under certain circumstances.

As outlined in County Resolution 06-70, the County does not indemnify other parties under most circumstances. If County indemnification must be provided in the CFA, the County requests that the language provided in Section III of County Resolution 06-70 be used. Please confirm whether SWFWMD will delete the current indemnification language or alter it accordingly. For your reference, both CFAs and Resolution 06-70 are attached.

Regards

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

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