

From: [MaryBeth McNeil](#)
To: [Mackesey, Brendan](#)
Cc: [Morrissey, Joseph A](#); [Celeste, Merry E](#)
Subject: RE: Cooperating Funding Agreement Between SWFWMD and Pinellas County No. 16CF0000208
Date: Monday, January 25, 2016 9:32:05 AM

Hi Brendan,

Unfortunately, the District will not agree to delete or modify the indemnity provisions in this cooperative funding agreement. These are standard provisions and are included in all of the District's cooperative funding agreements.

Mary Beth

Mary Beth McNeil
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Southwest Florida Water Management District
7601 Highway 301 North
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From: Mackesey, Brendan [mailto:bmackesey@co.pinellas.fl.us]
Sent: Friday, January 22, 2016 2:12 PM
To: MaryBeth McNeil <MaryBeth.McNeil@swfwmd.state.fl.us>
Cc: Morrissey, Joseph A <jmorrissey@co.pinellas.fl.us>; Celeste, Merry E <mceleste@co.pinellas.fl.us>
Subject: Cooperating Funding Agreement Between SWFWMD and Pinellas County No. 16CF0000208

Hi Mary Beth,

The Pinellas County Attorney's Office is currently reviewing an agreement between SWFWMD and the County identified in the subject line. Section 9 of the Agreement (Risk, Liability, and Indemnity) contains language dictating that the County indemnify SWFWMD.

As outlined in County Resolution 06-70, the County does not indemnify other parties under most circumstances and is required to request that any such indemnity language be removed.

Please confirm whether SWFWMD will delete Section 9 of the Agreement. For your reference, a copy of the Agreement and County Resolution 06-70 is attached. Note that I will be on vacation next week, so please include Senior Assistant County Attorney Joe Morrissey and Contract Services Supervisor Merry Celeste – both of whom are cc'd – on your response.

Thanks,
Brendan

Brendan P. Mackesey

Assistant County Attorney

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