

**INTERLOCAL AGREEMENT
BY AND BETWEEN LEE COUNTY
AND THE CITY OF SANIBEL**
(Fertilizer Outreach and Education Campaign)

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____ 2013, by and between the LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “County,” and the CITY OF SANIBEL, a municipal corporation of the State of Florida, hereinafter referred to as “City.”

WHEREAS, the County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and,

WHEREAS, the City of Sanibel possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution, and Section 166.021, Florida Statutes; and,

WHEREAS, the Board of County Commissioners (“Board”) is the governing body in and for Lee County; and,

WHEREAS, the City Council (“Council”) is the governing body in and for the City of Sanibel; and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provide for interlocal agreements between local governments on matters of mutual interest; and,

WHEREAS, excessive nutrients (nitrogen and phosphorus) from fertilizer used on urban lawns and landscapes can have a detrimental effect on water quality in Southwest Florida; and,

WHEREAS, excess nutrients in storm water runoff can stimulate algae blooms, including drift algae, blue-green algae, and has been implicated in red tide blooms. These blooms can result in harmful impacts to Lee County’s beaches, wildlife, and the local economy; and,

WHEREAS, increasing awareness among urban fertilizer users of the risk to our local waters from fertilizer runoff and the promotion of the responsible use of fertilizer is a cost effective way of controlling nutrient pollution entering Lee County’s waterways and estuaries; and,

WHEREAS, the Parties agree that it is in the public’s interest to create a public outreach campaign that would continue to educate the public on the link between fertilizer use and the potential for the misuse of fertilizers to adversely impact water quality in Southwest Florida; and,

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION I **INCORPORATION OF RECITALS**

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION II **PURPOSE**

The purpose of this Agreement is to coordinate the efforts of Lee County, the City of Sanibel, and a consortium of local businesses and environmental groups who are partnering on a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizers. This educational campaign will include several different educational and outreach components utilizing print, radio, TV, web, and social media to deliver the message. The primary goal of this Campaign is to educate citizens on the connection between excessive fertilizer use in commercial and urban landscapes and its resulting impact on our coastal water quality and economy. The broad-based outreach effort will seek to inform and educate the public about how nutrient loading affects our waters and the link between improved water quality and the implementation of proper fertilizer use and associated best management practices.

SECTION III **PUBLIC OUTREACH AND EDUCATION CAMPAIGN**

1. The City and the County will establish a Public Outreach and Education Campaign (hereinafter the “Campaign”) to accomplish the Purpose of this Agreement. The Campaign efforts will include the selection of a contractor that will develop a Campaign strategy that will include, at a minimum, the following:

- a. the use of standard public relations activities such as media relations, social media, community relations, etc.
- b. the use of broadcast and print tools deemed necessary including TV/radio PSA production, print collateral material and point of purchase displays.
- c. the use of creative ideas for incentives to promote the goals of this Agreement.

2. The Campaign objectives will include, but are not limited to, the following:

- a. To develop a comprehensive Campaign that utilizes existing public information that promotes proper landscape maintenance and fertilizer application;
- b. To increase awareness, generate support and affect a positive change in the public’s attitudes and habits regarding fertilizer application and water quality;
- c. To effectively motivate consumers to take specific actions to adopt long-term landscaping best management practices that will evolve into sustainable, permanent landscaping best management practices;

- d. To improve fertilizer efficiency, and prevent and curtail improper fertilizer and landscape techniques that can cause environmental degradation; and,
 - e. To build a network of public and private partners that will work together to achieve the most effective and cost-efficient Landscape/Fertilizer Campaign.
3. The primary and secondary target markets of the campaign will be:
- a. Permanent and seasonal residents of Southwest Florida;
 - b. The professional “green industry,” including, but not limited to, landscape maintenance contractors, nurserymen, horticulturists, home improvement retailers, professional groundskeepers;
 - c. Community leaders who have the potential of influencing public opinion;
 - d. Key media sources representing print publications and broadcast stations that effectively reach the identified target audiences;
 - e. Homeowner associations and property managers;
 - f. The development industry, including, but not limited to, building contractors, homebuilders, developers; and,
 - g. Educators, major employers, utilities and other entities that have the potential to disseminate education information on proper landscape maintenance/fertilizer application practices, and water quality issues.

SECTION IV **CITY OBLIGATIONS**

1. The City will contribute an amount not to exceed \$75,000 for costs incurred in association with the implementation of the Campaign. The City’s contribution will consist of \$37,000 in funds paid directly from the City and \$38,000 in financial contributions received by the City from local governments and nongovernmental organizations. The City’s total contribution (direct and third party financial contributions) must be paid to the County no later than 30 days prior to execution of a contract with the contractor selected by the Parties.
2. The City agrees to provide staff support and assistance with the management of the Campaign as needed. City Staff will assist the County in creating a selection committee comprised of ___ members. The City will appoint ___ members. Committee members may not have a material interest in the selection of the contractor.

SECTION V **COUNTY OBLIGATIONS**

1. The County will contribute an amount not to exceed \$75,000 for costs incurred in association with the implementation of the Campaign.

2. The County will solicit contractors for creation and implementation of the Campaign through the County's procurement process.
3. County Staff will assist the City in creating a selection committee comprised of ___ members. The County will appoint ___ members. Committee members may not have a material interest in the selection of the contractor.
4. The County agrees to be a Party to the Agreement with the selected contractor.
5. The County agrees to serve as the contract manager for the Campaign.
6. The County agrees to include the following criteria into the requirements for selection of a contractor:
 - a. The selected contractor must appoint a person or persons to act as a primary contact for the Campaign. The primary contact must be submitted as part of the qualification package. Such appointment shall not be modified without prior written consent of the Parties. The primary contact must be readily available during normal work hours by phone or in person.
 - b. The selected contract must develop criteria for measuring the effectiveness of the Campaign.
 - c. In addition to any data, reports, records, strategy recommendations, and other documents that the Parties may request, the selected contractor must provide the Parties with a monthly report analyzing Campaign activity and analysis of the effectiveness of the Campaign under the criteria developed by the selected contractor
 - d. The selected contractor must meet with Parties in Fort Myers/Lee County as necessary.

SECTION VI **TERMINATION**

The Parties may agree at any time to terminate this Agreement. If a qualified contractor is not selected by the Parties or an Agreement cannot be reached with the contractor that is selected for the Campaign, the Agreement will be void. Any contributions received prior to termination will be applied toward any funds expended by the Parties on a pro rata basis. Any remaining contributions will be returned to the entity that provided the funds.

SECTION VII **AMENDMENT TO AGREEMENT**

This Interlocal Agreement may only be amended as provided for herein, with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION VIII **INTERPRETATION OF AGREEMENT**

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

3. The drafting of this Interlocal Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.

4. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

**CITY OF SANIBEL
City Council**

ATTEST:
City Clerk
City of Sanibel

By: _____
Mayor

By: _____

Approved As To Form

By: _____
City Attorney

ATTEST:
CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

**LEE COUNTY, FLORIDA
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Chair

Approved As To Form

By: _____
County Attorney's Office

**SCOPE OF SERVICES
FOR
PUBLIC OUTREACH AND EDUCATION IN SUPPORT OF LANDSCAPE AND FERTILIZER BEST
MANAGEMENT PRACTICES**

Background

Property values and tax income in all Florida counties bordering the Gulf of Mexico are largely dependent on tourism. Similarly, tourism is greatly influenced by the quality of our coastal waters. Excessive nutrients (nitrogen and phosphorus) from fertilizer used on urban lawns and landscapes can have a detrimental effect on water quality in Southwest Florida. This is particularly true during Florida's rainy season (June–October). Excess nutrients in stormwater runoff can stimulate algae blooms, including drift algae, blue-green algae, and has been implicated in red tide blooms. These blooms can result in harmful impacts to our beaches, wildlife, and the local economy.

Responsible use of fertilizer, including rainy season blackout periods imposed by local ordinances, is a cost effective way of controlling nutrient pollution entering our waterways and estuaries. Equally effective, possibly more so, would be to increase awareness among urban fertilizer users of the risk to our local waters from fertilizer runoff. Among these users are the many citizens who regularly apply fertilizer to promote the health and growth of their lawns and landscapes.

Program Summary

Lee County, the City of Sanibel, and a consortium of local businesses and environmental groups are partnering on a public education campaign to engage and educate the citizens of Southwest Florida on the responsible use of fertilizer. This educational campaign will include several different educational and outreach components utilizing print, radio, TV, web, and social media to deliver the message. The primary goal of this program is to educate citizens on the connection between excessive fertilizer use in commercial and urban landscapes and its resulting impact on our coastal water quality and economy. The expectation is that by providing citizens with science-based information on how their actions impact water quality, their quality of life, and the local economy, they will choose to limit fertilizer use or at least apply fertilizer properly, potentially rendering local fertilizer ordinances unnecessary.

Scope of Work

Due to the perceived limited knowledge of the relationship between poor landscaping practices and degraded water in general, this broad-based outreach effort must inform and educate the public about how nutrient loading effects our waters and then draw the link to improved water quality by implementation of proper fertilizer use and associated best management practices. **This program needs to be an issue-oriented, public information/education campaign designed to develop awareness of water quality issues and move the audience to change habits and**

attitudes towards appropriate fertilizer application and knowledge and compliance with applicable fertilizer ordinances.

- The selected individual/firm will include a plan that will propose use of standard public relations activities such as media relations, social media, community relations, etc.
- Additionally, the plan should include the proposed broadcast and print tools deemed necessary including TV/radio PSA production, print collateral material and point of purchase displays.
- Other creative ideas for incentives or other proposed campaign elements should be included in the proposed campaign plan.
- The selected Firm/Individual shall appoint a person or persons to act as a primary contact for all Client members, and shall include the name(s) of such person(s) as part of the qualification package. Such appointment shall not be modified without prior written consent of the Client. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- The Firm/Individual must submit to each Client member such data, reports, records, strategy recommendations, and other documents relating to the activity as the individual members may require, however, the following shall be provided to the Client as a whole:
 - Provide a monthly report analyzing campaign activity and develop criteria for measuring the effectiveness of the program.
 - Meet with Client members in Fort Myers/Lee County as necessary.

Objectives

Objectives of this campaign should include, but not be limited to:

- To develop a comprehensive program that utilizes, to the greatest extent possible, existing public information that promotes proper landscape maintenance and fertilizer application;
- To increase awareness, generate support and affect a positive change in the public's attitudes and habits regarding fertilizer application and water quality;
- To effectively motivate consumers to take specific actions to adopt long-term landscaping best management practices that will evolve into sustainable, permanent landscaping best management practices;
- To improve fertilizer efficiency, and prevent and curtail improper fertilizer and landscape techniques that can cause environmental degradation; and

- To build a network of public and private partners that will work together to achieve the most effective and cost-efficient Landscape/Fertilizer Campaign.

Target Audiences

The following audience segments are the primary and secondary target markets that should serve as the focus of this campaign:

- Permanent and seasonal residents of Southwest Florida;
- The professional “green industry,” including, but not limited to, landscape maintenance contractors, nurserymen, horticulturists, home improvement retailers, professional groundskeepers;
- Community leaders who have the potential of influencing public opinion;
- Key media sources representing print publications and broadcast stations that effectively reach the identified target audiences;
- Homeowner associations and property managers;
- The development industry, including, but not limited to, building contractors, homebuilders, developers; and
- Educators, major employers, utilities and other entities that have the potential to disseminate education information on proper landscape maintenance/fertilizer application practices, and water quality issues.

RESOLUTION 13-064

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-036 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-036 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 16th day of July 2013.

AUTHENTICATION:

Kevin Ruane, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler
Kenneth B. Cuyler, City Attorney

6/25/13
Date

Vote of Councilmembers:

Ruane _____
Congress _____
Denham _____
Harrity _____
Jennings _____

Date filed with City Clerk: _____

