

**INTERLOCAL AGREEMENT  
BY AND BETWEEN LEE COUNTY  
AND THE CITY OF SANIBEL**

**PROPOSED**

(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,

**WHEREAS**, financial contributions to support this public outreach campaign are being provided by Lee County and the City of Sanibel, together with a consortium of other local governments, business groups and environmental groups including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc.

**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 other local governments, local businesses groups and environmental groups (specifically including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc.) 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 other local governments, business groups, and nongovernmental organizations, specifically including City of Bonita Springs, City of Fort Myers, Town of Fort Myers Beach, City of Cape Coral, Charlotte County, South Florida Water Management District, Sanibel-Captiva Islands Chamber of Commerce, Inc. and Sanibel-Captiva Conservation Foundation, Inc. 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 six members. The City will appoint two members as representatives of the City of Sanibel and a third member from one of the other local governments providing a financial contribution. 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 six members. The County will appoint three 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.

**SECTION IX      INTEGRATION OF DOCUMENT**

This Interlocal Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

**SECTION X      NOTICE PROVISIONS**

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

If to City:	City of Sanibel <u>Natural Resources Department</u> <u>800 Dunlop Road</u> <u>Sanibel, Florida 33957</u> <u>Attention: James Evans</u>
	_____
	_____

If to Lee County:	Lee County Natural Resources Division 1500 Monroe Street Fort Myers, FL 33901 Attention: Kurt Harclerode
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The address to which any notice or demand may be given to either party may be changed in writing.

**SECTION XI      EFFECTIVE DATE**

This Agreement will be effective on the last date signed by the Chair or Vice-Chair of the Board of County Commissioners of Lee County, Florida, or City Council.

**SECTION XII      ATTORNEY'S FEES AND COSTS**

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including reasonable attorneys' fees.

**SECTION XIII      MISCELLANEOUS**

1. The Parties represent that they have full authority to enter into and execute this Interlocal Agreement.
2. The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of the County and the City.
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: \_\_\_\_\_  
Kevin Ruane, Mayor

By: \_\_\_\_\_  
Pamela Smith

Approved As To Form

By: \_\_\_\_\_  
Kenneth B. Cuyler, 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