

**INTERLOCAL AGREEMENT BETWEEN
PINELLAS COUNTY AND THE CITIES OF CLEARWATER, DUNEDIN, GULFPORT,
LARGO, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETERSBURG,
AND TARPON SPRINGS FOR FUNDING THE TAMPA BAY ESTUARY PROGRAM
MATCH OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT TO DEVELOP A SOCIAL MARKETING CAMPAIGN FOCUSED ON
REDUCING SANITARY SEWER OVERFLOWS**

This INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITIES OF CLEARWATER, DUNEDIN, GULFPORT, LARGO, OLDSMAR, PINELLAS PARK, SAFETY HARBOR, ST. PETERSBURG, AND TARPON SPRINGS FOR FUNDING THE TAMPA BAY ESTUARY PROGRAM MATCH OF A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT TO DEVELOP A SOCIAL MARKETING CAMPAIGN FOCUSED ON REDUCING SANITARY SEWER OVERFLOWS ("AGREEMENT") is entered into this ____ day of _____, 2019, by and between PINELLAS COUNTY, a political subdivision of the State of Florida ("COUNTY"), the CITY OF CLEARWATER, a municipal corporation ("CLEARWATER"), the CITY OF DUNEDIN, a municipal corporation ("DUNEDIN"), the CITY OF GULFPORT, a municipal corporation ("GULFPORT"), the CITY OF LARGO, a municipal corporation ("LARGO"), the CITY OF OLDSMAR, a municipal corporation ("OLDSMAR"), the CITY OF PINELLAS PARK, a municipal corporation ("PINELLAS PARK"), the CITY OF SAFETY HARBOR, a municipal corporation ("SAFETY HARBOR"), the CITY OF ST. PETERSBURG, a municipal corporation ("ST. PETERSBURG"), and the CITY OF TARPON SPRINGS, a municipal corporation ("TARPON SPRINGS"), together collectively known as "PARTNERS."

WITNESSETH:

WHEREAS, PARTNERS sit on the Pinellas Wastewater/Stormwater Task Force together;

WHEREAS, PARTNERS agree that blockages due to fats/oils/grease or non-flushable items and/or excessive inflow and infiltration to both public and private components of the wastewater system are contributing factors to Sanitary Sewer Overflows ("SSOs");

WHEREAS, PARTNERS acknowledge that there is a shared responsibility to address the systematic causes of overflows including the proper disposal of fats/oils/grease and non-flushable items, the elimination of illicit connections, and the repair/replacement of failing privately-owned lateral lines;

WHEREAS, reducing the occurrence of SSOs is a priority action identified in the Tampa Bay Estuary Program's ("TBEP") Comprehensive Conservation and Management Plan for Tampa Bay (VW-5) and will contribute to the continued maintenance and improvement of water quality in Tampa Bay, the Gulf of Mexico, and other local waterways;

WHEREAS, on April 23, 2019, TBEP received a \$75,000 matching grant from the Florida Department of Environmental Protection ("FDEP") to fund a social marketing campaign to reduce sanitary sewer overflows in the Tampa Bay Watershed (the "FDEP SSO Grant");

WHEREAS, PARTNERS wish to assist TBEP by providing \$77,536 to, at a minimum, match the \$75,000 TBEP share for the FDEP Grant;

WHEREAS, PARTNERS agree that allocating such cost share based on each PARTNER's land area acreage is equitable;

WHEREAS, COUNTY is entering into a separate agreement with TBEP providing for COUNTY payment to TBEP of the \$77,536 collected under this AGREEMENT; and

WHEREAS, execution of such agreement between COUNTY and TBEP is a condition precedent to PARTNERS' performance of this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms set forth herein, PARTNERS agree as follows:

SECTION 1. PURPOSE

The sole purpose of this AGREEMENT is to establish the funding amount that each of PARTNERS will contribute to the TBEP match of the FDEP SSO Grant. This AGREEMENT does not require any of PARTNERS to take any action implementing the FDEP SSO Grant. For reference only, the Grant Work Plan for the FDEP SSO Grant is attached hereto as Exhibit A.

SECTION 2. CONDITION PRECEDENT

No payment or any performance by any PARTNER hereunder shall be required until and unless COUNTY enters into an agreement with TBEP that guarantees COUNTY payment to TBEP of \$77,536 in furtherance of the FDEP SSO Grant.

Upon execution of such agreement with TBEP, COUNTY shall promptly send all PARTNERS a copy of such agreement. Should such agreement not be fully executed by December 31, 2019, COUNTY shall promptly notify all PARTNERS; termination of this AGREEMENT shall be effective upon receipt of such notice by all PARTNERS.

Should such agreement with TBEP, or the FDEP SSO Grant, be terminated prior to COUNTY payment to TBEP, COUNTY shall promptly notify all PARTNERS; termination of this AGREEMENT shall be effective upon receipt of such notice by all PARTNERS. Together with such notices, COUNTY shall refund any received payments to PARTNERS.

SECTION 3. DUTIES OF PARTNERS

Each PARTNER agrees to contribute the following respective amount to the FDEP SSO Grant; the sum of these amounts is \$77,536:

COUNTY:	\$22,217
CLEARWATER:	\$10,247
DUNEDIN:	\$3,189
GULFPORT:	\$292
LARGO:	\$8,287
OLDSMAR:	\$2,107
PINELLAS PARK:	\$5,015
SAFETY HARBOR	\$3,000
ST. PETERSBURG:	\$19,673
TARPON SPRINGS:	\$3,509

Each PARTNER, except for COUNTY, shall mail a check to COUNTY for its respective amount by May 31, 2020. The check shall be made out to the Pinellas County Board of County Commissioners and mailed to Pinellas County Environmental Management, Attn: Stacey Day, 22211 U.S. 19 N, Bldg 10, Clearwater, FL 33765.

Once COUNTY receives payment from all other PARTNERS, COUNTY shall promptly provide a check for \$77,536 to TBEP; COUNTY shall promptly provide evidence of such payment to PARTNERS. Should TBEP refund payment to the COUNTY for any reason, COUNTY shall promptly refund payments to PARTNERS.

If any PARTNER does not mail payment to COUNTY by May 31, 2020, COUNTY may deduct that amount from the \$77,536 payment to TBEP. In such case, COUNTY shall promptly notify the remaining partners and TBEP of the non-paying PARTNER's breach of this AGREEMENT.

SECTION 4. NOTICES

All notices, payments, and other written communications between PARTNERS shall be sent by electronic mail, certified U.S. mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to each party's Project Manager as provided below:

<u>PINELLAS COUNTY:</u> Environmental Management Division Attn: Stacey Day 22211 US Hwy 19 N., Bldg 10 Clearwater, FL 33765 sday@pinellascounty.org	<u>CLEARWATER:</u> City of Clearwater Attn: Dave Porter, Director Clearwater Public Utilities 1650 N. Arcturas Ave., Building C Clearwater, FL 33765
<u>DUNEDIN:</u> City of Dunedin Attn: Jorge M. Quintas, P.E. Public Works & Utilities Director/City Eng. 1415 Pinehurst Rd., Suite F P.O. Box 1348 Dunedin, FL 34697-1348 JQuintas@DunedinFL.Net	<u>GULFPORT:</u> City of Gulfport Attn: Tom Nicholls, Public Works Director 2401 53 rd Street S Gulfport, FL 33707 tnicholls@mygulfport.us
<u>LARGO:</u> City of Largo Attn: Irvin Kety, P.G. Environmental Services Dept. Director 5100 150 th Ave N Clearwater, FL 33760 ikety@largo.com	<u>OLDSMAR:</u> City of Oldsmar Attn: Nan Bennett, Public Works Director 100 State Street West Oldsmar, FL 34677 nbennett@myoldsmar.com
<u>PINELLAS PARK:</u> City of Pinellas Park Attn: Marty Reich, Utilities Director 6250 82 nd Avenue Pinellas Park, FL 33781 mreich@pinellas-park.com	<u>SAFETY HARBOR:</u> City of Safety Harbor Attn: Ray Boler, Public Works Director 1200 Railroad Avenue Safety Harbor, FL 34695 rboler@cityofsafetyharbor.com
<u>ST. PETERSBURG:</u> City of St. Petersburg Attn: Angela Miller P.O. Box 2842 St. Petersburg, FL 33731 Angela.miller@stpete.org	<u>TARPON SPRINGS:</u> City of Tarpon Springs Attn: Public Services Department Director 324 E. Pine Street Tarpon Springs, FL 34689

SECTION 5. NON APPROPRIATION

The obligations of each PARTNER as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriated and paid from legally available funds, after monies for essential services to PARTNER's residents and customers have been budgeted and appropriated for the funding that is required during that year. If such additional funds are not legally available after appropriations for essential services, PARTNER shall owe no payment to COUNTY. Notwithstanding the foregoing, each PARTNER shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the PARTNER pursuant to this Agreement. Each PARTNER understands that this AGREEMENT is not a commitment of future appropriations by any PARTNER'S governing body.

SECTION 6. ENTIRE AGREEMENT AND MODIFICATION

This AGREEMENT embodies the whole agreement of PARTNERS. There are no promises, terms, conditions, or allegations other than those contained herein and this AGREEMENT shall supersede all previous communications, representations, and agreements, whether written or verbal, between PARTNERS.

This AGREEMENT may be amended, extended, or terminated by mutual written agreement of PARTNERS at any time.

SECTION 7. AGREEMENT TERM

After this AGREEMENT has been fully executed by all PARTNERS, COUNTY shall file this AGREEMENT with the Clerk of Circuit Court of Pinellas County, at which time this AGREEMENT shall take effect. This AGREEMENT shall remain in effect until December 31, 2020, unless extended or terminated in accordance with the terms herein.

SECTION 8. LIABILITY

Each PARTNER shall be responsible for its own negligence under this AGREEMENT.

SECTION 9. CHOICE OF LAW

This AGREEMENT and the rights and obligations of PARTNERS shall be governed and construed according to the laws of the State of Florida. Any state litigation arising from this Agreement shall be filed in a court of competent jurisdiction in Pinellas County, Florida. Any federal litigation arising from this Agreement shall be filed in the Middle District of Florida, Tampa Division.

SECTION 10. COMPLIANCE WITH LAWS AND PUBLIC RECORDS REQUIREMENTS

PARTNERS shall always comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding the retention and disclosure of public records. PARTNERS hereby make all certifications required under Florida Statute section 287.135.

SECTION 11. CITY CONSENT AND ACTION (AS TO THE CITY OF ST. PETERSBURG)

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City of St. Petersburg means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City of St. Petersburg to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

SECTION 12. SEVERABILITY

If any clause or portion of a clause in this AGREEMENT is determined to be invalid under the rule of law, the remainder of this AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, PARTNERS, by and through the undersigned, have caused this AGREEMENT to be executed as of the day and year first above written.

PINELLAS COUNTY

By: _____
Joe Lauro, Administrative Services Department Director

APPROVED AS TO FORM:

By: _____
Office of County Attorney

CITY OF CLEARWATER

By: _____
Mayor

Reviewed and Approved:

Attest:

City Attorney

City Clerk

CITY OF DUNEDIN

By: _____
Julie Ward Bujalski, Mayor
City of Dunedin

Reviewed and Approved:

Attest:

Tomas J. Trask, Esquire, City Attorney

Rebecca Schlichter, City Clerk

CITY OF GULFPORT

By: _____
Mayor

Reviewed and Approved:

Attest:

City Attorney

City Clerk

CITY OF LARGO

By: _____
Mayor

Reviewed and Approved:

Attest:

City Attorney

City Clerk

CITY OF OLDSMAR

By:

Eric Seidel
Mayor

Al Braithwaite
City Manager

Approved as to form:

Attest:

Tom Trask
Attorney

Ann Nixon
City Clerk

CITY OF PINELLAS PARK

By: _____
Sandra Bradbury, Mayor

Reviewed and Approved:

Attest:

James W. Denhardt, Esq., City Attorney

Diane Corna, City Clerk

CITY OF SAFETY HARBOR

By: _____
Mayor Joseph Ayoub

Reviewed and Approved:

Attest:

City Attorney Nikki C. Day

City Clerk Karen Sammons

CITY OF ST. PETERSBURG

By: _____
Rick Kriseman, Mayor

Reviewed and Approved:

Attest:

City Attorney (Designee)

Chan Srinivasa, City Clerk

CITY OF TARPON SPRINGS

By: _____
Chris Alahouzos
Mayor

Reviewed and Approved:

Attest:

Thomas J. Trask, B.C.S.
City Attorney

Irene S. Jacobs, CMC
City Clerk & Collector

CONTRACTOR AGREEMENT
BETWEEN
THE TAMPA BAY ESTUARY PROGRAM
AND
MARKETING FOR CHANGE
FOR
PRIVATE SANITARY SEWER LATERALS SOCIAL MARKETING CAMPAIGN

THIS AGREEMENT is entered into this 15th day of October, 2019 by and between the Tampa Bay Estuary Program (TBEP) and Marketing for Change hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, TBEP desires assistance for the Private Sanitary Sewer Laterals Social Marketing Campaign project; and

WHEREAS, TBEP and the CONTRACTOR have reached an understanding on the type, extent and quality of services to be rendered and the amount and method of compensation to be paid to the CONTRACTOR and the law requires said agreement to be reduced to writing;

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Covenant for Services.

The TBEP does hereby retain CONTRACTOR to perform the services identified in the Scope of Work, Exhibit A hereto, and the CONTRACTOR does hereby agree to perform such services hereinafter referred to as the "PROJECT", for the TBEP upon the terms and conditions set forth in this agreement. This agreement is subject to regulations contained in 40 CFR, Part 31.36, in effect on the date first written above.

2. Definition, Scope, and Quality of Services.

CONTRACTOR shall perform the services and comply with the terms and conditions described in the Scope of Work with respect to the PROJECT as attached hereto and incorporated herein as Exhibit "A". The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this agreement. The CONTRACTOR shall consult with the TBEP during development of the PROJECT and TBEP shall be entitled to review any and all work

progress of the CONTRACTOR. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports, and other services. Once the TBEP accepts the products specified in the scope of work, the obligation of the contractor is considered complete. The CONTRACTOR shall perform the professional services necessary to accomplish the work specified in the Scope of Work in accordance with this agreement. TBEP will be provided thirty (30) working days to review and approve all draft work products; and CONTRACTOR shall provide to the TBEP, upon completion, one (1) electronic copy of Project Reports in a format approved by the TBEP.

3. Project Managers.

In order to assure proper coordination and review throughout the term of this agreement, TBEP shall designate a project manager who shall be the person with whom the CONTRACTOR shall communicate. The manager shall be responsible for transmitting and receiving information and will interpret and communicate all TBEP and TBEP decisions which are pertinent to this agreement to the CONTRACTOR. The manager will meet with the CONTRACTOR as necessary to provide guidance, as well as to review and comment on interim reports and draft submittals. The CONTRACTOR will initiate no actions outside the Scope of Work, including issuance of statements and press releases, without prior written authorization from the project manager. The Project Manager for TBEP shall be Maya Burke, 263 13th Ave. South, Suite 350, St. Petersburg, Florida 33701, mburke@tbep.org. The CONTRACTOR shall designate Sara Isaac whose address is 37 Hill Avenue, Suite D, Orlando, FL 32801, sara.isaac@forchange.agency, with whom the TBEP project manager can coordinate and who shall have unqualified authority to act on behalf of the CONTRACTOR.

4. Consideration.

a) The TBEP will make available to CONTRACTOR a sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

b) The CONTRACTOR shall submit completed invoices along with a progress report to TBEP with certification that the invoices are accurate and in accordance with the terms of this agreement and the approved budget. Invoices shall be submitted no more than monthly and for completed work only. The TBEP shall remit to the CONTRACTOR within 30 days the entire invoice amount, up to the total amount allocated for each task and upon certification by the TBEP Project Manager that it is consistent with the project budget and otherwise in accordance with the terms of this agreement.

c) CONTRACTOR shall submit the final invoice for payment to TBEP no more than sixty (60) days after the agreement ends or is so terminated; if CONTRACTOR fails to do

so, all right to payment is forfeited, and TBEP will not honor any requests submitted after the aforesaid time period. The TBEP Project Manager and the TBEP may withhold any payment due under the terms of this agreement until all work products due from CONTRACTOR, and necessary adjustments thereto, have been approved. The TBEP may not unreasonably withhold final payment once products have been approved.

d) Invoices requesting payment must be sent to the contract administrator via email or postal service at the following addresses:

Ron Hosler, Program Administrator
Tampa Bay Estuary Program
263 13th Avenue S., Suite 350
St. Petersburg, Florida 33701
Ron@tbep.org

It is understood by the parties that the CONTRACTOR is responsible for the appropriate expenditure of the funds provided to it by the TBEP and shall only expend such funds pursuant to the terms and conditions of this agreement and shall not utilize such funds for any other purpose.

CONTRACTOR verifies that the wage rates and other factual unit costs supporting the compensation called for in this agreement are accurate, complete and current. In the event TBEP determines that the agreement price was significantly increased due to inaccurate, incomplete or non-current rates and costs, the agreement price shall be adjusted to exclude said sums.

5. Payment Limitations.

Project costs incurred prior to the effective date of this agreement are not fundable under this agreement.

6. Independent Contractor Status.

CONTRACTOR acknowledges that it is an independent contractor providing services contemplated pursuant to this agreement, and that it is neither an agent, employee, partner nor joint venture of or with the TBEP. No work area, supplies, telephone lines, equipment or other resources shall be supplied to the CONTRACTOR by TBEP. In addition thereto, both parties acknowledge that this agreement is for their mutual benefit and is not intended to create any third party beneficiary rights or obligations. Notwithstanding any other provisions of this contract, neither EPA nor the United States is a party to this contract.

7. Federal Laws and Regulations.

CONTRACTOR, when applicable, shall:

a) Comply with all applicable provisions of 40 CFR, Chapter I, Subchapter B, including but not limited to Parts 30 - 34 and other applicable regulations;

b) Comply with the Americans with Disabilities Act of 1990, 42 USC 12101, et. seq., which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment, public services, and public accommodations.

c) Comply with EPA quality assurance requirements pursuant to 40 CFR 31.45 prior to commencement of work.

d) Ensure that any subagreements contain the required provisions contained in 40 CFR 31.36(e) and (i).

e) Ensure that prior to agreement execution certify that it has not been Debarred or Suspended pursuant to 40 CFR, Part 32, Subparts A through D, ATTACHMENT 2.

f) Comply with all provisions of 40 CFR 31.30 for all Budget and Programmatic changes.

g) Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (4) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (5) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (6) The Americans with Disabilities Act of 1990, (42 U.S.C. 12101, et seq.), which prohibits discrimination against, and provides equal opportunities for individuals with disabilities, in employment public services, and public accommodations; (7) The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

h) Ensure the use of recycled paper for all documents and data including draft,

interim, and final reports developed, created and written by CONTRACTOR pursuant to EPA Order 1000.25 and shall include on the bottom of the first page, "This document is printed on recycled paper".

i) Comply with all requirements of all other Federal laws, executive orders, regulations and policies governing this program.

j) Ensure that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services will comply with the above laws and regulations.

8. Requirements of Section 287.058, Florida Statutes.

The CONTRACTOR agrees:

a) To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b) Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

c) To provide units of deliverables, including reports, findings, and drafts as specified in this agreement and the scope of work, to be received and accepted by the project manager prior to payment.

d) To allow public access to all documents, papers, letters, or other materials subject to the provisions of the Federal Freedom of Information Act of 5 U.S.C. 552 and Chapter 119, Florida Statutes, and made or received by the CONTRACTOR in conjunction with this agreement.

e) That any products or materials which are the subject of, or are required to carry out this agreement shall be procured in accordance with the provisions of EPA regulations 40 CFR 31.36 and Section 403.7065, Florida Statutes.

9. Contract Data, Documents, Patent, and Copyrights.

All documents and data including draft, interim, and final reports developed, created or written by the CONTRACTOR shall be the sole property of TBEP. The CONTRACTOR shall not use any of the data or reports developed pursuant to this agreement without the express written consent of TBEP. Further unrelated use by TBEP of the data, reports or other work product generated by the CONTRACTOR pursuant to this agreement shall be at the risk of TBEP, and CONTRACTOR makes no representations or warranties as to the correctness of the material when used for unrelated purposes.

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this agreement, or in any wise connected herewith, the CONTRACTOR shall refer the discovery or invention to the TBEP to determine whether patent protection will be sought in the name of the United States of America and the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the United States of America and the State of Florida. In the event that any books, manuals, films or other copyrightable material are produced, the CONTRACTOR shall notify the TBEP and all copyrights accruing under or in connection with the performance under this agreement are hereby reserved to the United States of America and the State of Florida.

10. Audits and Records.

The CONTRACTOR agrees:

a) To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the TBEP under this agreement.

b) To assure that these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by TBEP personnel and other personnel duly authorized by the TBEP, as well as by federal personnel.

c) To maintain and file with the TBEP such progress, fiscal and other reports as the TBEP may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of this agreement.

d) To include these aforementioned audit and record keeping requirements in all approved subcontracts.

11. Retention of Records.

The CONTRACTOR agrees:

a) To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of three (3) years after termination of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) The TBEP shall have full access to and the right to examine any of said records and documents during said retention period.

12. Public Access to Records.

The CONTRACTOR acknowledges that all said documents regarding the PROJECT, as well as all of the documents, papers, letters or other material prepared and completed, made or received in conjunction with this agreement, are subject to the provisions of the Federal Freedom of Information Act of 5 U.S.C. 552 and Chapter 119, Florida Statutes and shall be maintained and made available to the public at the CONTRACTOR's custodial address, to-wit: 37 Hill Avenue, Suite D, Orlando, FL 32801. Refusal by the CONTRACTOR to allow such public access shall be grounds for unilateral cancellation of this agreement by the TBEP.

13. Period of Agreement.

This agreement shall begin on October 15, 2019 and end on September 30, 2021, inclusive.

14. Insurance.

The CONTRACTOR shall, at its own expense, maintain during the performance of its services under this agreement adequate comprehensive insurance of not less than the following: worker's compensation, general liability, bodily injury (including contractual), property damage (including contractual), professional liability (including errors and omissions).

15. Indemnification.

The CONTRACTOR shall be liable for and shall indemnify, defend, and hold harmless the TBEP and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the CONTRACTOR, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property. CONTRACTOR shall have no responsibility to indemnify, defend or hold harmless the TBEP for any claims or actions arising from language which has been approved by the TBEP and which is then published or distributed by CONTRACTOR in any manner.

16. Members Liability.

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of TBEP or the Board, nor any official executing this agreement shall be liable personally or be subject to any accountability for reasons of execution by the TBEP of this agreement or any act pertaining thereto.

17. Termination.

a) Termination at will

This agreement may be terminated by either party upon no less than fifteen (15) calendar days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b) Termination because of Lack of Funds

In the event funds to finance this agreement become unavailable, the TBEP may terminate the agreement upon no less than seventy-two (72) hours notice in writing to the CONTRACTOR. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The TBEP shall be the final authority as to the availability of funds.

c) Termination for Breach

Unless the CONTRACTOR'S breach is waived by the TBEP in writing, the TBEP may, by written notice to the CONTRACTOR, terminate this agreement upon no less than seventy-two (72) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this agreement. The provisions herein do not limit the TBEP's right to remedies at law or to damages.

d) Termination at End of Agreement

See paragraph 2c, supra.

In the event this agreement is terminated by TBEP under a through c supra, all payments due either party on the effective day of termination, pursuant to the provisions of this Agreement shall be reconciled within sixty (60) days of the effective date of termination.

18. Suspension.

a) Reasonable Cause

The TBEP may, for reasonable cause, temporarily suspend the use of funds by the CONTRACTOR pending corrective action, or pending a decision of terminating the agreement. Reasonable cause is such cause as would compel a reasonable person to suspend the use of funds pursuant to this agreement; it includes, but is not limited to, the CONTRACTOR'S failure to permit inspection of records, or to provide reports, or to rectify deficiencies noted by the TBEP within the time specified by the TBEP, or to utilize funds as agreed in this agreement, or such other cause as might constitute breach of any of the terms of this agreement.

b) The TBEP may prohibit the CONTRACTOR from receiving further payments and may prohibit the CONTRACTOR from incurring additional obligations of funds. The suspension may apply to any part, or to all of the CONTRACTOR'S obligations.

c) To suspend operations of the CONTRACTOR, the TBEP will notify the CONTRACTOR in writing by Certified Mail of: the action taken, the reason(s) for such action; and the conditions of the suspension. The notification will also indicate: what corrective actions are necessary to remove the suspension.

19. Availability of Funds.

The performance by TBEP under this agreement shall be subject to and contingent upon the availability of moneys lawfully appropriated and applicable for the purposes of this agreement.

20. Modification of Agreement.

This agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

21. Assignment.

This agreement may not be assigned by either party without the expressed written consent of the other. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained herein.

22. Subcontractors.

The CONTRACTOR shall not subcontract any portion of the work required by this agreement without the written consent of TBEP.

23. Covenant Against Contingent Fees.

The CONTRACTOR assures that no person or selling agency has been employed or retained to solicit or secure this subagreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this assurance, the TBEP shall have the right to annul this agreement without liability or, at its discretion, to deduct from the subagreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

24. Gratuities.

(a) If the TBEP finds after a notice and hearing, that the CONTRACTOR or any of the CONTRACTOR'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the TBEP may, by written notice to the CONTRACTOR, terminate this agreement.

(b) In the event this agreement is terminated as provided in paragraph (a), the TBEP may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this agreement by the CONTRACTOR, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the TBEP) which shall be not less than three nor more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to any such official, employee or agent.

25. Notices.

All notices and other communications received or permitted to be given under the agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted or via appropriately authorized email and addressed to the appropriate party at the following address or such other address as may be given to the parties:

- a) Sara Isaac
Marketing for Change, Co.
37 Hill Avenue, Suite D

Orlando, FL 32801
sara.isaac@forchange.agency

- b) Maya Burke
Tampa Bay Estuary Program
263 13th Avenue S., Suite 350
St. Petersburg, Florida 33701
mburke@tbep.org

26. Remedies.

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between the TBEP and the CONTRACTOR arising out of, or relating to, this agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within Pinellas County, Florida.

27. Waiver of Breach.

A waiver by either party of any breach of violation of any provision of this agreement shall not operate, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

28. Governing Laws.

Nothing in this agreement shall be effective if contrary to Federal or Statutory authority.

This agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida. Venue for any legal action brought hereunder shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

Tampa Bay Estuary Program

BY: _____

Ed Sherwood, Executive Director
(Printed Name and Title)

ATTEST: _____

Federal Employer I.D. Number: 59-3501959

BY: _____

(SEAL IF APPROPRIATE)

(Printed Name and Officer Title)

ATTEST: _____

Federal Employer I.D. Number: _____

EXHIBIT A

Scope of Work

Marketing for Change will plan and implement a social marketing campaign to reduce sanitary sewer overflows into Tampa Bay and its watershed. The campaign will encourage voluntary behavior change among Tampa Bay-area residents to reduce overflows, with a focus on replacing aging private lateral sewer lines but also considering other behaviors such as not flushing baby wipes or pouring grease down the kitchen sink. Marketing for Change will conduct formative research, develop and test creative messages, plan and implement media outreach, and conduct project evaluation.

TASK 1: Market Research

Anticipated timeline: October 2019 - February 2020:

Milestones

- **Kick off call**
 - M4C will plan and coordinate a kickoff call with the TBEP team.
- **Rapid Research Review and In-Depth Interviews with Key Stakeholders**
 - M4C will conduct a two-week landscape analysis examining a wide range of information sources.
 - M4C will conduct 4 to 6 key stakeholder interviews.
 - TBEP will help identify relevant data sources.
 - TBEP will provide a list of stakeholders and contact information.
- **Concept development and testing**
 - M4C will develop up to four draft creative concepts for focus group testing.
 - Assumes up to two rounds of revisions
- **Focus Groups and In-Depth Interviews with plumbing contractors**
 - M4C will develop research instruments, including screeners and moderators guides
 - Assumes one round of revisions
 - M4C will conduct four “triad” focus groups, each with three to five homeowners, including groups segmented by income to probe for income effects.
 - M4C will conduct 8 to 10 in-depth telephone interviews with plumbing contractors
- **Synthesis Session**
 - M4C will facilitate a 4-hour, in-person workshop of key stakeholders to present research findings and reach consensus on project direction.
 - TBEP will develop the list of invitees, coordinate meeting space, and generate meeting invitations and reminders.

Deliverables

- Quarterly progress report
- Task completion report

TASK 2: Marketing Plan

Anticipated timeline: February - May 2020

Milestones

- **Campaign marketing plan**
 - M4C will develop a plan to serve as a roadmap for executing the campaign, including goals, success measures, strategies and tactics, creative concepts and messaging, as well as a timeline and budget. The plan will include:
 - **Final creative concepts**
 - M4C will develop final creative concepts, which may include up to six digital ads and/or social media shareables, and up to three pieces of collateral such as flyers, bill stuffers or rack cards.
 - Assumes two rounds of revisions
 - **Strategic direction for campaign landing page**
 - M4C will provide strategic direction, UX (user experience) recommendations, and front-end design as needed for the campaign landing page, which likely will be on TBEP's new website.
 - M4C will package, and coordinate handoff of design coding.
 - TBEP will be responsible for back-end programming.
 - **Paid media plan**
 - M4C will develop a plan for paid media placement, including channels, flight dates, and cost.
 - **Earned, shared and owned channels.**
 - M4C will provide recommendations for leveraging existing channels of communication such as the Bay PostScript e-newsletter and the Be Floridian Facebook page, as well as messaging that can be coordinated and shared with community partners.

Deliverables

- Marketing plan, including final creative concepts, strategic direction for landing page, paid media plan, and recommendations for earned, shared and owned channels
 - Assumes one round of revisions
- Quarterly progress report
- Task completion report

TASK 3: Media Placement

Anticipated timeline: May - July 2020

Milestones

- **Implement \$50,000 media buy**
 - M4C will place media, track key performance indicators (KPIs) -- including reach, frequency, impressions, clicks, engagement rates, cost per metrics -- and optimize digital placements.

Deliverables

- Quarterly progress report
- Task completion report

TASK 4: Project Evaluation & Final Report

Anticipated timeline: September 2020

Milestones

- M4C will track process measures (such as website visits, resource downloads, or earned, paid and social media analytics) and outcome measures (such as social media sentiment analysis) to capture outcomes that are relevant to the level of effort on duration of the media buy.
- M4C will work with TBEP to identify impact measures for longer term evaluation. These may include metrics that can be gathered from utilities or TBEP monitoring, such as:
 - Frequency, volume and location of SSOs
 - Cause, frequency and location of emergency calls for sewer backups
 - Changes in peak flow in areas with aging pipes
 - Number and locations of reported blockages due to grease and wipes.
 - Water quality data pre- and post-campaign to look for changes or trends for key indicators in sub-basins identified as "priority hot spots" by utility partners.
- M4C will develop recommendations for continued implementation of the social marketing campaign

Deliverables

- Quarterly progress reports;
- Draft final project report
- Final project report
 - Assumes one round of revisions

BUDGET

TASK 1: Market Research: \$57,000

TASK 2: Marketing Plan: \$22,700

TASK 3: Media Placement: Up to \$59,700

Includes a media buy of up to \$50,000. The final cost will be determined by the costs at time of purchase, but shall not exceed \$50,000.

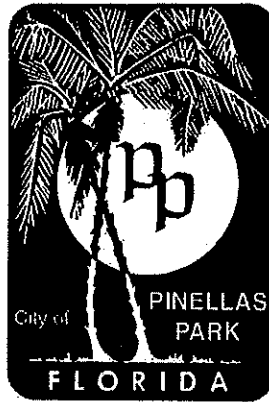
TASK 4: Project Evaluation & Final Report: \$10,600

Total Budget

\$150,000

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

November 19, 2019

Mr. Marty Reich
Utilities Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-353
Interlocal Agreement

Dear Mr. Reich:

I have received and reviewed the Interlocal Agreement between Pinellas County and the Cities of Clearwater, Dunedin, Gulfport, Largo, Oldsmar, Pinellas Park, Safety Harbor, St. Petersburg and Tarpon Springs for funding the Tampa Bay Estuary Program match of a Florida Department of Environmental Protection Grant to develop a social marketing campaign focused on reducing sanitary sewer overflows. I would approve of the Interlocal Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh

19-353.11192019.LMR.Interlocal Agmt for Estuary Program.wpd



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