

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20050335

**1. ACTION REQUESTED/PURPOSE:**

Request Board approve Interlocal Agreement in the amount of \$332,846 with the Town of Ft. Myers Beach for enhanced seasonal trolley service and trolley luggage racks funded 100% by the Town of Ft. Myers Beach. Also request Board approve Budget Amendment Resolution in the amount of \$89,886, for additional revenue from Ft. Myers Beach and expense for the trolley service.

**2. WHAT ACTION ACCOMPLISHES:** Provides enhanced seasonal trolley service on Ft. Myers Beach and increases the budget to receive the additional revenue from Ft. Myers Beach and the additional expense for the service.

**3. MANAGEMENT RECOMMENDATION:** Approve

**4. Departmental Category:** 6

*CLF*

**5. Meeting Date:** 03-22-2005

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division Lee Tran  
 By: Steven L. Myers, Director

**9. Background:**

Each year the Town of Ft. Myers Beach purchases enhanced trolley service from LeeTran. In the FY05 Budget, \$242,960 was budgeted (\$95,000 from the Beach and \$147,960 from Local Option Gas Tax) for the enhanced trolley service. A Budget Amendment Resolution is needed to receive \$89,886 additional revenue from the Town of Ft. Myers Beach to Fund the interlocal agreement in the amount of \$332,846.

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services		County Manager/P.W. Director
<i>Steven Myers</i> 3/8/05	N/A	N/A	N/A		Analyst	Risk	<i>12/2/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: 3/8/05  
 Time: 2:32  
 Forwarded To: \_\_\_\_\_

RECEIVED BY  
 COUNTY ADMIN: \_\_\_\_\_  
 COUNTY ADMIN  
 FORWARDED TO:  
 3/8/05

# RESOLUTION #

Amending the Fund 48640 Transit-Capital budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 48640 Transit-Capital budget for \$8,904 of the unanticipated revenue from an agreement with Ft. Myers Beach and an appropriation of a like amount into an expenditure and;

**WHEREAS**, the Fund 48640 Transit-Capital budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$5,592,897
Additions		
KI5440148640.337400.9002	Contribution-Ft. Myers Beach	\$8,904
Amended Total Estimated Revenues		\$5,601,801

## APPROPRIATIONS

Prior Total:		\$5,592,897
Additions		
KI5440148640.505280.11	Minor Equipment	\$8,904
Amended Total Appropriations		\$5,601,801

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Fund 48640 Transit-Capital budget is hereby amended to show the above additions to its Estimated Revenue and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

# RESOLUTION #

Amending the Fund 48600 Lee Co Transit-Operating budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 48600 Lee Co Transit-Operating budget for \$80,982 of the unanticipated revenue from an agreement with Ft. Myers Beach and an appropriation of a like amount into an expenditure and;

**WHEREAS**, the Fund 48600 Lee Co Transit-Operating budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$17,894,612
Additions		
KI5440148600.337400.9002	Contribution-Ft. Myers Beach	\$80,982
Amended Total Estimated Revenues		\$17,975,594

## APPROPRIATIONS

Prior Total:		\$17,894,612
Additions		
KI5440148600.505210.11	Fuel & Lubricants	\$80,982
Amended Total Appropriations		\$17,975,594

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Fund 48600 Lee Co Transit-Operating budget is hereby amended to show the above additions to its Estimated Revenue and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

**INTERLOCAL AGREEMENT PROVIDING TROLLEY SERVICE  
BY AND BETWEEN LEE COUNTY, FLORIDA AND  
THE TOWN OF FORT MYERS BEACH, FLORIDA**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter referred to as "County", acting by and through its Board of County Commissioners, the governing body thereof, and the **TOWN OF FORT MYERS BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "Town", acting by and through its Town Council, the governing body thereof; collectively the "Parties" hereto.

**RECITALS:**

WHEREAS, both the County and Town are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Town desires improved trolley service to provide opportunities and improvements to Estero Boulevard which reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and,

WHEREAS, trolley service substantially reduces dependency on the automobile for trips to Estero Island's beaches and shopping; and, alternative modes of transportation are an important step towards solving the parking and traffic congestion problems on Estero Island; and,

WHEREAS, the County and Town are working in partnership to ensure the successful transit service of the Trolley Project described herein; and,

WHEREAS, the County and Town find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

**SECTION ONE: PURPOSE**

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which the Parties will provide a program for an enhanced trolley service system consisting of more frequent trolley service and related service.

The Parties agree that the above named County and Town will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

**SECTION TWO: OPERATION, ROUTES AND FARES**

- A. County shall use its best efforts to furnish and operate trolley-like buses as part of this Agreement.
- B. It is the intent that all services under this Agreement shall be provided solely by the County. Either Party may use subcontractors.
- C. The route is enhanced trolley service for the entire length of Estero Island and Park and Ride Trolley service will begin at Summerlin Square and turnaround at Bowditch Park. The additional trolleys will operate ten (10) hours per day, seven (7) days per week excluding Christmas and New Years Day.
- D. The County will charge a twenty-five cent fare for trolley service on Estero

Island. The County will not charge a fare for the park and ride. Passenger will ride “free of charge” from Summerlin Square to Bowditch.

- E. The County will install luggage racks on the beach trolleys for passenger storage.

**SECTION THREE: PROMOTION OF TROLLEY SERVICES**

- A. County shall provide printed schedules for distribution to the media and public at locations throughout the County and on Estero Island for the purpose of actively promoting use of the trolley.
- B. Selling of advertising shall be the right and responsibility of the County (Lee Tran) and any advertising revenues shall accrue to the County (Lee Tran).

**SECTION FOUR: COST OF SERVICE; FUNDING SOURCE**

- A. The amount of the subsidy for the term of this Agreement will be \$332,846. Local Option Gas tax collected by Lee County due to an allocation adjustment to be used in Ft. Myers Beach for transportation needs will be applied in the amount of \$147,960, and the balance of \$184,886 will be paid by the Town of Fort Myers Beach. The balance of the service in the amount of \$184,886 will be billed to the Town in advance of service and due within thirty (30) days. Cost breakdown in Exhibit “A”.
- B. Town hereby warrants that it will use a legally available funding source to pay for the additional trolley services. Should a court of competent jurisdiction determine that any payment was not properly appropriated, Town shall reimburse and repay the County.

**SECTION FIVE: MONITORING, AUDIT**

- A. County's personnel will monitor, inspect, evaluate and direct the trolley operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the Town or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

**SECTION SIX: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION**

- A. All modifications to Interlocal Agreement hereto must be in writing signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which can not be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to either Party with respect to the disputed matters.
- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party thirty (30) days written notice of its cancellation.

**SECTION SEVEN: LIABILITY AND INSURANCE**

- A. Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.
- B. County shall furnish insurance coverage in an amount not less than one

million dollars (\$1,000,000).

**SECTION EIGHT: NOTICES**

All written notices to the Town and the County under this Interlocal Agreement shall be directed to the following address:

For the Town: Marsha Segal-George, Town Manager  
Town of Fort Myers Beach  
2523 Estero Boulevard  
Fort Myers Beach, Florida 33931

For the County: Steve Myers, Director  
Lee Tran  
6035 Landing View Road  
Fort Myers, Florida 33907

**SECTION NINE: EFFECTIVE DATE AND PERIOD OF AGREEMENT**

This Interlocal Agreement shall commence on December 16, 2004, through April 24, 2005. If said execution of Interlocal Agreement occurs after December 16, 2004, it shall become retroactive with all terms and conditions having the effective date of December 16, 2004.

**SECTION TEN: SEVERABILITY**

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.


**SECTION ELEVEN: FILING**

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the Town of Fort Myers Beach.




IN WITNESS WHEREOF, the PARTIES hereto, have caused this Interlocal Agreement to be executed on the day and year first above written.


ATTEST: CLERK, TOWN OF FORT MYERS BEACH

BY:   
Clerk

**TOWN OF FORT MYERS BEACH**

BY:   
Mayor

APPROVED AS TO FORM:

BY:   
Town Attorney

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BY: \_\_\_\_\_  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

**EXHIBIT A**  
**FY05 Proposed 6 Vehicle Park & Ride Scenario**

Hourly Rate Hours Per Vehicle	# of County-paid Vehicles on Route	# of Town-paid Vehicles on Route	Total Number of Vehicles	Town Difference From Last Season	Number of Days	Town Expense
57.55 10						
Dates						
*December 16, 2004 - January 19, 2005	1	1	2	1	33	\$ 18,992
January 20, 2005 - February 16, 2005	2	2	4	2	28	\$ 32,228
February 17, 2005 - April 24, 2005	2	4	6	3	67	\$ 154,234
<b>Free Fares 80,312 riders</b>					128	\$ 20,078
January 20, 2005 - April 24, 2005						
ridership based on two county paid trolleys only						
						<b>\$ 225,532</b>

**FY 05 Proposed 5 Vehicle Beach Trolley Scenario**

Hourly Rate Hours Per Vehicle	# of County-paid Vehicles on Route	# of Town-paid Vehicles on Route	Total Number of Vehicles	Town Difference From Last Season	Number of Days	Town Expense
57.55 10						
Dates						
*December 16, 2004 - January 19, 2005	3	0	3	0	33	\$0
January 20, 2005 - April 24, 2005	3	2	5	1	95	\$ 109,345 Credit for Farebox (10,935)
*Excluding Xmas and New Years Day						
Luggage Racks	4	8	12			<b>\$ 98,411</b>
						<b>\$ 8,904</b>
						<b>\$ 332,846</b>
						<b>\$ (147,960)</b>
						<b>\$ 184,886</b>