

CARRY OVER #1

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20051730

1. ACTION REQUESTED/PURPOSE:

Request Board approve Interlocal Agreement in the amount of \$210,000 with the Town of Ft. Myers Beach for enhanced seasonal trolley service funded by the Town of Ft. Myers Beach.

2. WHAT ACTION ACCOMPLISHES: Provides enhanced trolley service on Ft. Myers Beach during tourist season.

3. MANAGEMENT RECOMMENDATION: Approve Interlocal agreement and budget amendment.

4. Departmental Category: 6

CO#1

5. Meeting Date: 01-17-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
Department Independent
Division LeeTran
By: Steven L. Myers, Director

9. Background:

During the FY06 Budget Process \$260,000 of revenue was budgeted for the Ft. Myers Beach Contribution towards the enhanced trolley service on Fort Myers Beach and the Park and Ride. The Town Council approved funding \$210,000 of beach service only, not the park and ride. LeeTran is recommending implementing a .50 fare on the park and ride trolley to provide for additional revenue to offset the loss of revenue from the Town of Fort Myers Beach. Park and Ride trolley fares will increase by \$50,000 as a result of collecting the \$.50 fare.

Revenue Code: KI5440148600.337400.9002 Funds are available.
(Independent Division, Fixed Route, Transit Operating, Contribution Town of Fort Myers Beach)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mar.	
<i>Steven Myers</i> 12/13/05	N/A	N/A	N/A	<i>S. Myers</i> 12/20/05	<i>12/20/05</i>	<i>12/21/05</i>	<i>12/21/05</i>	<i>12/21/05</i>	<i>HS</i> 12/22/05

11. Commission Action:

- Approved
- Deferred *on 1-10-06 1WK to 1-17-06*
- Denied
- Other

RECEIVED BY COUNTY ADMIN.
12-20-05
3:43
COUNTY ADMIN.
12/20/05
11:30

Rec. by CoAtty
Date: 12/20/05
Time: 2:10pm
Forwarded to: Co Admin 12/20/05 3:15P

**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. The additional trolleys will operate thirteen (13) 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 from December 15, 2005 through January 18, 2006. The County will not charge a fare for the Estero Island Service from January 19, 2006 through April 22, 2006. Passenger will ride "free of charge" during that time on the Estero Island Service.

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 \$210,000. and 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: Town Manager
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, Florida 33931

For the County: Transit 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 15, 2005, through April 22, 2006. If said execution of Interlocal Agreement occurs after December 15, 2005, it shall become retroactive with all terms and conditions having the effective date of December 15, 2005.

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: *Rachel Lambert*
Clerk

TOWN OF FORT MYERS BEACH

BY: *Gar Reynolds*
Mayor

APPROVED AS TO FORM:

BY: *[Signature]*
Town Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney