

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

Blue Sheet No. 20060743

1. ACTION REQUESTED:

Request Board to approve a Memorandum of Understanding between Lee County and the Lee County Port Authority for the implementation and operation of a transponder system to collect parking fees at the Southwest Florida International Airport.

2. WHAT ACTION ACCOMPLISHES:

Upon implementation, Leeway customers will be able to use their account to pay parking fees electronically at the airport.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 09 C9B		5. Meeting Date: June 27, 2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input type="checkbox"/> Statute	8. Request Initiated: Commissioner _____ Department <u>DOT</u> Division _____ By: <u>Scott M. Gilbertson, Director</u>
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	

9. Background:

As an added service to the public, the Port Authority is implementing an Automated Vehicle Identification (AVI) System at the Southwest Florida International Airport (RSW). RSW would be the second airport in Florida to implement such a system using transponder technology and equipment. The Orlando International Airport has Phase I of their AVI program up and running, while Tampa, Fort Lauderdale and West Palm Beach International Airports are all expected to implement some type of AVI system in 2007.

The Port Authority's design team, (Hole Montes/MSXI), have been working with Lee County DOT and the contractor (CTR Systems) to develop the Phase I Implementation of the RSW AVI System. The Port Authority will be responsible for the installation of Phase I AVI System, and LCDOT/Leeway will be responsible for administering and managing all aspects of the system once operational, with administrative costs reimbursed by the LCPA. Attached is a Memorandum of Understanding between the Port Authority and Lee County DOT defining the responsibilities pertaining to the installation, operation and administration of the RSW AVI System.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>S. Gilbertson</i> Date: <i>6/7/06</i>				<i>6/7/06</i>	<i>RK 6/7</i>	<i>6/8/06</i>	<i>6/8/06</i>	<i>6/8/06</i>	<i>J. Lavender</i> Date: <i>6/7/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>6/7/06 11:10</i>
COUNTY ADMIN FORWARDED TO: <i>PL</i>
<i>6/8/06 3p.m.</i>

Rec. by CoAtty
Date: <i>6/6/06</i>
Time: <i>2:20pm</i>
Forwarded To: <i>10:30am 6/7/06</i>

Final 6/1/06

**MEMORANDUM OF UNDERSTANDING
BETWEEN LEE COUNTY, FLORIDA
AND THE
LEE COUNTY PORT AUTHORITY
FOR IMPLEMENTATION AND OPERATION OF
A TRANSPONDER SYSTEM FOR THE
SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

This agreement is made this ____ day of _____, 2006, by and between **LEE COUNTY**, a political subdivision of the State of Florida, and **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida.

Background

WHEREAS, Lee County's Lee County Department of Transportation (herein "LCDOT") is responsible for the implementation and operation of Lee County's LeeWay transponder system; and

WHEREAS, the Lee County Port Authority (herein "LCPA"), in an effort to provide added public convenience and service, desires to implement and operate a transponder system at the Southwest Florida International Airport (herein "RSW"); and

WHEREAS, the LCDOT already has the experience, expertise, staffing, procedures and technical capabilities to oversee and manage a successful transponder program; and

WHEREAS, the compatibility between the LeeWay and RSW transponder systems is critical to the successful user-friendly operation of both programs; and

WHEREAS, it is to the mutual benefit of LCDOT, LCPA and transponder users to utilize existing resources to implement a transponder program at RSW.

NOW, THEREFORE, the parties hereto mutually agree to a division of responsibilities associated with the implementation and operation of a transponder system at RSW as follows:

Section 1. LCPA's Responsibilities.

It will be the responsibility of the LCPA to:

1. Construct/install the LCDOT recommended Phase I RSW Transponder System based on the LCPA/LCDOT endorsed design plans, specifications and AVI Airport Business Rules version 1.4 (attached).
2. Reimburse LCDOT for administrative costs in managing the Phase I RSW Transponder System.

3. Pay for and/or perform maintenance, testing, expansions, enhancements and modifications to the system.
4. The LCPA will pay for LCDOT CIP charges, back office changes, and other items necessary to accommodate the RSW AVI system integration. These charges will be mutually reviewed and agreed to by LCPA and LCDOT staff before funds are transferred

Section 2. LCDOT's Responsibilities.

It will be the responsibility of Lee County, through LCDOT, to:

1. Provide recommendations related to the construction/installation of transponder equipment and participate in systems testing.
2. Manage the RSW Phase I Transponder System using LeeWay resources, in accordance with the approved Business Rules.
3. Serve as the LCPA's agent in the daily administration of all aspects of the RSW Phase I Transponder System, in accordance with the approved Business Rules.
4. Provide recommendations for expansions, enhancements or modifications to the system. Nothing in this agreement shall preclude LCDOT from performing maintenance, testing, expansions, enhancements and modifications to the system as agreed by the parties. The costs of any such activities will be paid by the LCPA upon the written approval of the LCPA staff.

Section 3. Billing/Management/Administration

Upon installation and implementation of the RSW Phase I Transponder System, the LCDOT will assume management of the system, in regards to the AVI equipment and operation of same, only, in accordance with the agreed upon business rules. If LCDOT has competitively procured equipment, software, etc., for other LCDOT/LeeWay projects, this agreement allows for the purchase and installation of items under these other LeeWay contracts at RSW if agreed to by both parties. Through execution of this agreement, both Boards authorize billing and payment of the following services:

LCDOT

1. Any and all credit card fees associated with RSW transactions. Charges to be based on an average of 2% will be used for credit card fees. In the event of a change in rate from the LCDOT credit card companies, LCDOT shall notify the LCPA in writing at least 14 days prior to the effective date of the new rates.
2. A per transaction fee, calculated at \$0.21 per transaction, for all transactions at the parking lots will be paid by the LCPA. This fee covers LCDOT administration, staffing, software changes, routine maintenance, etc. associated with managing the RSW AVI System.
3. Service call fees
 - A. Routine maintenance fees included in per transaction fee, however all needed parts and material to be billed on an at cost basis

- B. Call out during normal business hours, to be billed at a rate of \$100 per call plus time and materials.
 - C. Call out during non business hours, weekends, holidays, to be billed at a rate of \$200 per call plus time and materials.
4. Fees associated with the commercial lane (if any) to be determined at a later date.

Further both agencies agree:

- Fees listed shall be deducted by LCDOT from the revenue collected prior to settlement and transfer of funds to the LCPA.
- On annual basis, staff will review and adjust, if necessary, mutually agreed upon fees necessary to operate the RSW AVI System.
- All annual costs will be pro-rated based on the actual time services were provided.

Section 4. Term of Agreement

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written, and it will continue for five (5) years from the date of execution, and thereafter year to year until cancelled by either party. Either party may elect to cancel this agreement with 60 days written notice.

LEE COUNTY

APPROVED AS TO FORM

By: _____
Lee County Attorney's Office

APPROVED

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Chairman, Board of County Commissioners

By: _____
Deputy Clerk

LEE COUNTY PORT AUTHORITY

APPROVED AS TO FORM

By: _____

Lee County Port Authority Attorney's Office

APPROVED

By: _____
Chairman, Board of Port Commissioners

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk