

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

Blue Sheet No. 20061202

1. ACTION REQUESTED/PURPOSE:

Request Board approve Interlocal Agreement with the City of Fort Myers Community Redevelopment Agency (CRA) to provide funding to Lee County Transit (LeeTran) in an amount not to exceed \$65,000 for the Transfer Center Project located at the Edison Mall.

2. WHAT ACTION ACCOMPLISHES: Provides up to \$65,000 in funding from the CRA to LeeTran for the Transfer Center Project located at the Edison Mall.

3. MANAGEMENT RECOMMENDATION: Approval

4. Departmental Category: 6. C6D		5. Meeting Date:
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)	
	_____ Statute _____	
	_____ Ordinance _____	
	_____ Admin. Code _____	
	_____ Other _____	
		8. Request Initiated:
		Commissioner _____
		Department <u>Independent</u>
		Division <u>LeeTran</u>
		By: <u>Steven L. Myers, Director</u>

9. Background:

This project has been approved for inclusion in the CIP for a total project cost of \$1,761,500. The Fort Myers CRA has agreed to provide up to \$65,000 in funding for the Transfer Center Project located at the Edison Mall. The Edison Mall has agreed to provide a long term lease at no charge. FDOT has allocated \$500,000, and the balance of \$1,196,500 is funded in the CIP Fund 301.

Revenue Account: 20887248640.337400.9020 (Edison Mall Transfer Center CIP Project, Transit Capital Fund, Contributions: Fort Myers CRA)

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>D. Myers</i> 9/19/06	N/A	N/A	N/A	<i>S. Bowen</i> 9/20/06	<i>[Signature]</i> 9/20/06	<i>[Signature]</i> 9/20/06	<i>[Signature]</i> 9/20/06	<i>[Signature]</i> 9/21/06	<i>HS</i> 9/21/06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
9/20/06 4:40 <i>MP.</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
9/21/06
<i>[Signature]</i>

Rec. by CoAtty
Date: 9/20/06
Time: 2:15 pm
Forwarded To:
County Admin 9/20/06 3:04 pm

**INTERLOCAL AGREEMENT FOR EDISON MALL TRANSFER CENTER PROJECT
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE FORT MYERS COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL AGREEMENT is made and entered into this day of _____, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter referred to as the County, acting by and through its Board of County Commissioners, the governing body thereof, and the **Fort Myers Community Redevelopment Agency**, a public governing body corporate and politic created in pursuant to Florida Statute 163.356 hereinafter referred to as the "CRA", acting by and through its Board, the governing body thereof; collectively the Parties hereto.

RECITALS:

WHEREAS, both the County and CRA 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 CRA desires to participate in the Transfer Center Project located at the Edison Mall, which will provide passenger amenities to the citizens of Fort Myers; and

WHEREAS, the County and CRA are working in partnership to ensure the successful Edison Mall Transfer Station; and,

WHEREAS, the County and CRA 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 transfer center at the Edison Mall for passenger amenities to the citizens of Fort Myers.

The Parties agree that the above named County and CRA 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: TRANSFER FACILITY

- A. County will retain the services of a structural engineer to design a transfer center located at the Edison Mall to provide a safe and suitable location for passengers to transfer and wait for transit service provided by Lee County Transit. It is the intent that all services under this Agreement shall be provided solely by the County. Either Party may use subcontractors.
- B. The County will move forward with this project to construct and maintain a transfer center at the Edison Mall.
- C. County shall provide a security office and security services at the transfer center.
- D. County will provide restroom for its employees at the transfer facility.
- E. County will be responsible for the maintenance, landscaping, and janitorial service for the transfer center.

SECTION THREE: COST OF SERVICE; FUNDING SOURCE

- A. The CRA provide funding to the County in an amount not to exceed \$65,000.00 to be used for the survey, testing, structural and civil engineering, architectural, electrical, plumbing and air conditioning design, construction, landscaping and miscellaneous expenses pertaining to the Edison Mall Transfer Center, per Exhibit 'A" attached hereto. Upon execution of this agreement, the County will invoice the CRA as needed and said invoice will be due and payable within thirty (30) days. The CRA may elect under this agreement to provide additional funds if deemed appropriate.
- B. CRA hereby warrants that it will use a legally available funding source to pay for the Transfer Center Project. If a court of competent jurisdiction determines that any payment was not properly appropriated, the CRA shall reimburse and repay the County.

SECTION FOUR: MONITORING, AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the design and construction as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by a representative(s) of either the CRA 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 FIVE: 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.
- 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 SIX: 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 SEVEN: NOTICES

All notices to the CRA and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit with Federal Express or other nationally recognized carriers and shall be directed to the following address:

For the CRA: CRA Chairman
CRA of Fort Myers
P. O. Box 2217
Fort Myers, FL 33902

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

SECTION EIGHT: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on the date it is executed, and will remain in force unless terminated by either party with a 30 day written notice.

SECTION NINE: 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 TEN: 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 CRA of Fort Myers.

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

CRA of Fort Myers

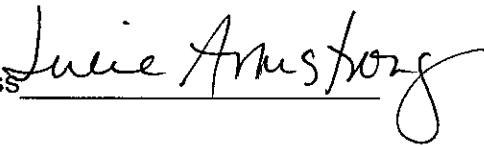
BY:



Michael A. Flanders, Chairman

Witness _____

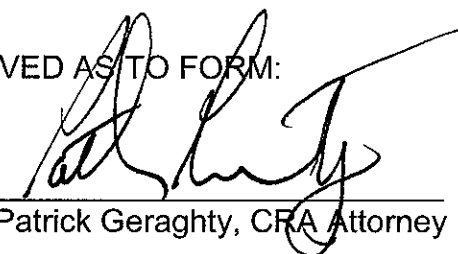
Witness



Lucie Armstrong

APPROVED AS TO FORM:

BY:



Patrick Geraghty, CRA Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

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

BY:

Deputy Clerk

BY:

Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY:

Office of the County Attorney

Exhibit A

Survey	\$ 8,000
Civil	\$ 36,300
Testing	\$ 2,426
Structural	\$ 11,800
Electrical/Plumbing/AC	\$ 5,900
Architectural	<u>\$ 35,000</u>
Total	\$ 99,426

4/10/2006