

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

Blue Sheet No. 20061258

1. ACTION REQUESTED/PURPOSE:

Request Board approve Interlocal Agreement in the amount of \$189,081 with the City of Bonita Springs for bus service in Bonita Springs. This service was budgeted during the FY07 budget process and the City will share 50% of the cost of the service located within the City of Bonita Springs in the amount of \$189,081 and Lee County Transit will fund \$244,230 for a total cost of \$433,311.

2. WHAT ACTION ACCOMPLISHES: Provides bus service from San Carlos Park to Bonita Springs.

3. MANAGEMENT RECOMMENDATION: Approval

4. Departmental Category: 6. **C6B** **5. Meeting Date:** October 10, 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)		8. Request Initiated:	
	_____ Statute		Commissioner _____	
	_____ Ordinance		Department _____ Independent	
	_____ Admin. Code		Division _____ LeeTran	
	_____ Other		By: Steven L. Myers, Director	

9. Background:

Each year the City of Bonita Springs shares in the cost of providing fixed route bus service from San Carlos Park to Bonita Springs. The cost of the service is \$433,311.00 and the City of Bonita Springs shares 50% of the cost of the service located within Bonita at a cost of \$189,081 and Lee County Transit funds \$244,230.00. This service has been budgeted in the FY07 Budget using a fully allocated cost per hour and this interlocal agreement formalizes the process.

Revenue Account: KI5440148600.337400.9007 (Independent Division, Fixed Route, Transit Operating, Contributions, City of Bonita Springs)

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> 9/20/06	N/A	N/A	N/A	<i>S. Davis</i> 9/21/06	<i>RK</i> 9/22	<i>JK</i> 9/22/06	<i>RK</i> 9/22	<i>MS</i> 9/22/06	<i>HS</i> 9/20/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>CA</i>
<i>9/21/06</i>
<i>3:50</i>
COUNTY ADMIN FORWARDED TO: <i>PK</i>
<i>9/20/06</i>
<i>3:30pm</i>

Rec. by CoAtty
Date: <i>9/21/06</i>
Time: <i>3:10pm</i>
Forwarded To: <i>County Admin</i> <i>9/21/06 3:36pm</i>

**INTERLOCAL AGREEMENT PROVIDING TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF BONITA SPRINGS, FLORIDA**

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 **ACounty**, acting by and through its Board of County Commissioners, the governing body thereof, and the **City of Bonita Springs**, a municipal corporation of the State of Florida, hereinafter referred to as **City**, acting by and through its City Council, the governing body thereof; collectively the Parties hereto.

RECITALS:

WHEREAS, both the County and City 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 City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and,

WHEREAS, transit service provides an alternative mode of transportation to the city; and is an important step towards solving the traffic congestion problems in the City; and,

WHEREAS, the County and City are working in partnership to ensure the successful transit service to the City; and,

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

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 transit service to the citizens of Bonita Springs.

The Parties agree that the above named County and City 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 will provide vehicles suitable for mass transit service. The City will provide suitable locations for the placement of bus stops within the City.
- 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 County will control the route, which will operate from approximately 6:00 a.m. to 6:15 p.m. Monday through Saturday, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The route will remain within the City midday and two connecting stops both in the a.m. and p.m. will connect to the Route 140 on south US 41.
- D. The County will not collect a fare on this route to encourage and promote ridership of the Bonita route.

SECTION THREE: PROMOTION OF TRANSIT SERVICES

- A. County shall provide printed schedules for distribution to the media and public at locations throughout the County and the City for the purpose of actively promoting use of the transit.
- B. Selling of advertising on the buses 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 \$189,081 and will be billed quarterly to the City in advance of service, commencing on October 1, 2006, and due within thirty (30) days. Cost breakdown is attached hereto and marked Exhibit A.
- B. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated; City shall reimburse and repay the County.

SECTION FIVE: MONITORING, AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. All cost records and accounts shall be subject to audit by representative(s) of either the City 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 notices to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit within Federal Express or other nationally recognized carriers and shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

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 October 1, 2006, through September 30, 2007. If said execution of Interlocal Agreement occurs after October 1, 2006, it shall become retroactive with all terms and conditions having the effective date of October 1, 2006.

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.

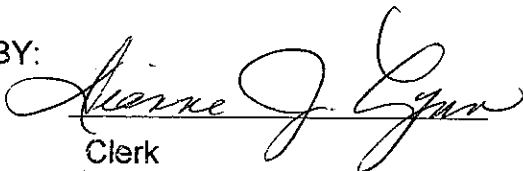
SECTION ELEVEN: FILING

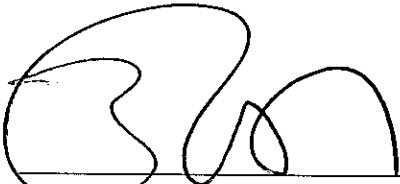
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the City of Bonita Springs.

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

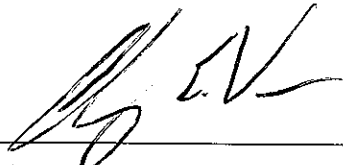
ATTEST: CLERK, City of Bonita Springs

City of Bonita Springs

BY: 
Clerk

BY: 
Mayor

APPROVED AS TO FORM:

BY: 
City 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

Monday thru Saturday Service
Effective October 1, 2006 thru September 30, 2007

FY07 Bonita Springs Fixed Route Bus Service

	Operating Hours	Cost Per Hour	*Days	Total Cost
October 1 thru September 30	13.75	\$ 102.65	307	\$ 433,311
US 41 Hours	1.75	\$ 102.65	307	\$ 55,149
Shared Project Cost	12.00	\$ 102.65	307	\$ 378,163
Bonita's Cost (50% of 12 hours)	6.00	\$ 102.65	307	\$ 189,081
LeeTran's Cost	7.75	\$ 102.65	307	\$ 244,230
Total	13.75			\$ 433,311

*Mon thru Sat excluding New Years, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas