

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

Blue Sheet No. 20040307

1. REQUESTED MOTION:

ACTION REQUESTED:

Execute Interlocal Agreement with the Town of Fort Myers Beach to provide an additional "No Fare" Park and Ride Trolley from Summerlin Square to Fort Myers Beach.

WHY ACTION IS NECESSARY:

Formally execute the agreement for funding from the Town of Fort Myers Beach in the amount of \$37,100 for an additional Park and Ride Trolley. The Town is funding the additional Park and Ride Trolley at 100% of the cost.

WHAT ACTION ACCOMPLISHES:

Increases service levels on the Park and Ride during the tourist season on Ft. Myers Beach providing a more efficient transit service and an alternate means of travel to and from Estero Island helping to alleviate traffic congestion. Sets forth the conditions, terms and financial requirements between the Town of Fort Myers Beach and Lee County.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C6A

3. MEETING DATE:

04-06-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION Transit

BY: Steven L. Myers, Director

7. BACKGROUND:

The Town of Fort Myers Beach has requested an additional "No Fare" Park and Ride from Summerlin Square Shopping Center to Bowditch Park on Ft. Myers Beach to operate seven days a week from February 19, 2004 through April 28, 2004. The Town will fund this additional trolley in the amount of \$37,100. This trolley will reduce traffic congestion, providing a more efficient means of transportation to and from Estero Island.

Revenue: K15440148600.337400.9002 (Transit, Fixed Route, Contribution-Ft. Myers Beach)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<u>Steven L. Myers</u> 3/11/04				<u>[Signature]</u> 3/12/04	<u>OA</u> 3/16/04	<u>WOM</u> 3/16/04	<u>Risk</u> 3/16/04	<u>HS</u> 3/17/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN: <u>3/5/04</u>
<u>1:25 pm</u> <u>SM</u>
COUNTY ADMIN FORWARDED TO: <u>PL</u>
<u>3/17/04</u> <u>4:20 pm</u>

HS

**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 _____, 2004, 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.
- C. The bus service is "Park and Ride Trolley", and service will begin at Summerlin Square and turnaround at Bowditch Park. The additional park and ride trolley will operate ten (10) hours per day, seven (7) days per week from approximately 9:00 a.m. through 7:00 p.m..
- D. County will not charge a fare for the park and ride. Passenger will ride "free of charge" from Summerlin Square to Bowditch.

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 and any advertising revenues shall accrue to the County.

SECTION FOUR: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Agreement will be \$37,100, which 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 and require the County to refund the payment, 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.
- 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 February 19, 2004, through April 28, 2004. If said execution of Interlocal Agreement occurs after February 19, 2004, it shall become retroactive with all terms and conditions having the effective date of February 19, 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: [Signature]
Clerk

TOWN OF FORT MYERS BEACH

BY: [Signature]
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: _____
Chairman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

EXHIBIT "A"

FY04 TROLLEY SERVICE

3rd Park and Ride Trolley

Days of Operation	Days	# of Vehicles	Hours	Hourly Rate	Cost
2/19/04 - 4/28/04	70	1	10	\$53.00	\$37,100
Rev. Hours - 9:00 am - 6:00 pm					
Billing Hours - 8:30 am - 6:30 pm					
Total Cost of Service					\$37,100