

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

Blue Sheet No. 20040308

1. REQUESTED MOTION:

ACTION REQUESTED:

Execute Interlocal Agreement with the City of Bonita Springs to provide "No Fare" fixed route bus service to the residents of Bonita Springs.

WHY ACTION IS NECESSARY:

Formally execute the agreement between the City of Bonita Springs and Lee County.

WHAT ACTION ACCOMPLISHES:

Sets forth the terms and conditions of the fixed route bus service. The City will provide funding to Lee county for 50% of the cost for the fixed route bus service within the City of Bonita Springs in the amount of \$42,051.92.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C6B

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 City of Bonita Springs has requested fixed route bus service within the City limits of Bonita Springs. LeeTran has provided a route and cost estimate that would provide a morning and evening connection between Route 140 (San Carlos Park) and Bonita Springs Monday through Friday. In addition, mid-day the route would remain within the City limits providing free fixed route bus service to the residents of Bonita Springs. Bus Service will commence on March 22, 2004 through September 30, 2004. The city will fund 50% of the route within the City of Bonita Springs in the amount of \$42,051.92, and Lee County Transit has budgeted the remainder of the cost in the amount of \$55,783.16. See page 2.

Expense: KI5440148600. (Transit, Fixed Route, Operating Budget) \$55,783.16.

Revenue: KI5440148600.337400.9007 (Transit, Fixed Route, Contribution-Bonita Springs) \$42,051.92

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>SP</u> 3/12/04	<u>OA</u> 3/15/04	<u>OM</u> 3/15/04	<u>Risk</u> 3/15/04	<u>150</u> 3/15/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN: <u>AM</u>
<u>3/12/04</u>
<u>11:30 am</u>
COUNTY ADMIN FORWARDED TO: <u>PM</u>
<u>3/18/04</u>

Handwritten initials

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The County amount seems higher because it includes the portion of the route that operates in unincorporated Lee County. *RM*

**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 _____, 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 **CITY OF BONITA SPRINGS**, hereinafter referred to as "City", acting by and through its City Council, the governing body thereof; collectively the "Parties" hereto.

RECITALS:

WHEREAS, City desires further transportation opportunities to reduce traffic congestion and to increase the availability for means of transportation other than by motor car; and,

WHEREAS, the County and City are working in partnership to ensure the successful transit service of the project described herein which provides an alternative mode of transportation to the City; and,

WHEREAS, City agrees to contribute \$42,051.92 to the cost of fixed route bus service within the City; and

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

WHEREAS, this Interlocal Agreement is made pursuant to Florida Statutes Section 163.01, The Florida Interlocal Cooperation Act of 1969. The City and County have agreed

to work in partnership to ensure successful transit service to the City by entering into the Interlocal Agreement set forth below.

NOW, THEREFORE, the Parties agree to the following terms and conditions hereafter set forth, the City and the County intending to be legally bound, hereby 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. City will assist with suitable locations for the placement of bus stops within the City.
- B. County will control the route which will operate from approximately 6:00 a.m. to 5:45 p.m., Monday through Friday, except New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The route will remain within the City of Bonita Springs midday except for two (2) a.m. and two (2) p.m. connections to the fixed route system on U.S. 41 in San Carlos Park.

- C. County will not collect a fare on this route through September 30, 2004, to encourage and promote ridership of the Bonita route.
- D. On October 1, 2004, normal fares will apply. At this time Lee County will work with City on reports of ridership continuing this or some other route.

SECTION THREE: PROMOTION OF TRANSIT SERVICES

- A. County will market the route to promote ridership by providing printed schedules for distribution to the media and public at locations throughout the County for the purpose of actively promoting use of transit services.
- B. County will not collect a fare on this route through September 30, 2004, to encourage and promote ridership (See, Section Two: (C)).

SECTION FOUR: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Agreement will be \$42,051.92 for bus service commencing on March 22, 2004. The City will be billed \$21,025.96 on March 22, 2004, and \$21,025.96 on July 1, 2004. Both invoices are due within thirty (30) days from billing date.
- B. City hereby warrants that it will use a legally available funding source to pay for the transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated, City agrees to reimburse County from an alternative funding source.

SECTION FIVE: MONITORING, AUDIT

- A. County's personnel will monitor, inspect, evaluate and direct the transit service 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 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 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. Either Party may terminate this Agreement for any reason by giving the non-terminating party sixty (60) days written notice of its intent to terminate. In addition, if either Party fails to share the cost of transit service as contemplated herein, service will be eliminated.

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 must be in writing the City and the County under this Interlocal

Agreement shall be directed to the following address:

For the City: City Manager
City of Bonita Springs
P.O. Box 367029
Bonita Springs, Florida 34136-7029

For the County: Steve Myers, Director
Lee Tran
6035 Landing View Drive
Fort Myers, Florida 33907

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: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on March 22, 2004, through September 30, 2004. If the Parties execute the Agreement after March 22, 2004, the Agreement will be retroactive with all terms and conditions having an effective date of March 22, 2004.

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:

By: *Sianna J. Lynn*
City Clerk

CITY OF BONITA SPRINGS

By: *Paul Pass*
Mayor Paul Pass

APPROVED AS TO LEGAL FORM:

By: *[Signature]*
City Attorney

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Lee County Attorney's Office