

20040671

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No.

1. **REQUESTED MOTION:**

**ACTION REQUESTED:** Execute an Interlocal Agreement with the Town of Fort Myers Beach to reimburse Lee County for a not to exceed amount of \$60,000 for the procurement, installation, and ongoing operational fees of an Automated Bus Arrival Times System for Fort Myers Beach.

**WHY ACTION IS NECESSARY:** To outline the responsibilities of both the Town of Fort Myers Beach and Lee County.

**WHAT ACTION ACCOMPLISHES:** Provides an Interlocal agreement with the Town of Fort Myers Beach and Lee County for the procurement and installation of an Automated Bus Arrival Times System for Fort Myers Beach. The Town will reimburse the county for the procurement, installation, and ongoing operational fees and the County will oversee ongoing operation and maintenance of the system

2. **DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT # 3

CLK

3. **MEETING DATE:**

06-01-2004

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

*Steven L. Myers*

**BACKGROUND:** On January 26, 2004, the Town of Fort Myers Beach approved the expenditures of funds to procure an Automated Bus Arrival Times System for Fort Myers Beach. This Interlocal outlines the responsibilities of both the Town and County for the Automated Bus Arrival Time System. The County will handle the RFP Process and the Town Manager or designee will serve as a voting member on the selection committee in addition to county staff. The Town will reimburse the County for the procurement, installation, and ongoing operational fees of the system. The County will oversee ongoing operations and maintenance for the system. This procurement is 100% funded by the Town of Fort Myers Beach.

Funds have been budgeted in KI5440148640.506410 (Independent Division, Transit, Fixed Route, Capital Fund, Furniture and Equipment)

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
<i>Steven L. Myers</i> 5/17/04		N/A	N/A	<i>S. Myers</i> 5/18/04	<i>CLM</i> 5/19/04 <i>COM</i> 5/19/04 Risk	<i>HS</i> 5/19/04

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 5/18/04  
Time: 1:30  
Forwarded To:  
Admin  
5/18/04

RECEIVED BY  
COUNTY ADMIN: *RL*  
5/18/04  
4:15 pm scv  
COUNTY ADMIN  
FORWARDED TO:  
5/20/04  
3:15 pm  
*HS*

**INTERLOCAL AGREEMENT FOR AUTOMATED BUS ARRIVAL TIME SYSTEM  
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 the procurement and installation of an Automated Bus Arrival Time System for Fort Myers Beach.

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: Automated Bus Arrival System**

- A. The County will handle the Request for Proposals for the procurement and installation of an Automated Bus Arrival Time System for Fort Myers Beach.
- B. The Town Manger or designee will serve as a voting member to the selection committee in addition to Lee County Staff.
- C. The County will be provide ongoing maintenance and operation of the

Automated Bus Arrival Time System for Fort Myers Beach.

**SECTION THREE: COST OF PROJECT; FUNDING SOURCE**

- A. Under this agreement, The Town of Fort Myers Beach will be billed in advance of project completion and due within thirty (30) days. The amount of billing will be for the actual cost of the procurement, installation and operational fees of the Automated Bus Arrival Time System at an amount not to exceed \$60,000.
- B. Under this agreement, The Town of Fort Myers Beach will be billed for ongoing operational fees of the Automated Bus Arrival Time System and due within thirty (30) days of billing. The amount of billing will be for the actual cost of the operational fees of the Automated Bus Arrival Time System.
- C. Town hereby warrants that it will use a legally available funding source to pay for the Automated Bus Arrival Time System. Should a court of competent jurisdiction determine that any payment was not properly appropriated, Town shall reimburse and repay the County.

**SECTION FOUR: MONITORING, AUDIT**

- A. County's personnel will monitor, inspect, and oversee the project for the installation and procurement of an Automated Bus Arrival Time System 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 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, 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 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 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 EIGHT: EFFECTIVE DATE AND PERIOD OF AGREEMENT**

This Interlocal Agreement shall commence on April 20, 2004. If said execution of Interlocal Agreement occurs after April 20, 2004, it shall become retroactive with all terms and conditions having the effective date of April 20, 2004.

**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


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:   
Clerk

TOWN OF FORT MYERS BEACH

BY:   
Mayor

APPROVED AS TO FORM:  
BY:   
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