

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050011

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board approve Addendum to an Interlocal Agreement for an Automated Bus Arrival Time System for Ft. Myers Beach. in the amount of \$39,005 funded 100% by the Town of Ft. Myers Beach. Request Board approve Budget Amendment Resolution in the amount of \$67, 370 for Additional Revenue and Expense for the Automated Bus Arrival Time System.

WHY ACTION IS NECESSARY: Board approval is required on addendum to Interlocal Agreement.

WHAT ACTION ACCOMPLISHES: Provides three additional trolleys with the automated arrival system and provide additional funding from Ft. Myers Beach to fund the project.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 3

C6D

3. MEETING DATE:

01-25-2005

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 LeeTran
- C. DIVISION

BY: *Steven L. Myerson*

7. BACKGROUND:

On June 1, 2004, the BOCC executed an interlocal agreement with the Town of Ft. Myers Beach for an Automated Bus Arrival Time System to be installed on five trolleys for a not to exceed amount of \$60,000. The Town requested LeeTran to expand the project to include three additional trolleys for a total of eight. The additional cost of the equipment is \$21,485 with annual maintenance costs of \$4,380 for an additional five-year cost of \$39,005. The cost of this change order is funded 100% by the Town of Ft. Myers Beach. The initial \$60,000 was not put in the proposed FY05 Budget due to the timing of the RFP. We now need to amend the FY05 Budget by \$67,370 which includes \$45,885 for the initial equipment purchase and \$21,485 for the equipment purchase requested in the addendum to the interlocal.

Expense KI5440148640.506410 (Independent Division, Fixed Route, Transit Capital, Furniture and Equipment)
 Revenue KI5440148640.337400.9002 (Independent Division, Fixed Route, Transit Capital, Contributions Fort 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
<i>Steven L. Myerson</i> 1/5/05	<i>N/A</i>	N/A	N/A	<i>S. [Signature]</i> 1/7/05	OA <i>P. [Signature]</i> 1/7/05	OM <i>[Signature]</i> 1/7/05	Risk <i>[Signature]</i> 1/10/05	MGC <i>[Signature]</i> 1/7/05

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *1/7/05*
 Time: *11:30*
 Forwarded To: *[Signature]*
1/7/05

RECEIVED BY
COUNTY ADMIN:
1/7/05
4:25 pm [Signature]
COUNTY ADMIN
FORWARDED TO:
[Signature]
1/7/05

RESOLUTION

Amending the Fund 48640 Lee County Transit Capital Fund Budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend Fund 48640 Lee County Transit Capital Fund budget for \$67,370 of the unanticipated revenue from an Interlocal agreement with Ft. Myers Beach and an appropriation of a like amount into expenditures and;

WHEREAS, the Fund 48640 Transit Capital Fund budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$6,507,077
Additions		
KI5440148640.337400.9002	Contributions –Ft. Myers Beach	\$67,370
Amended Total Estimated Revenues		\$6,574,447

APPROPRIATIONS

Prior Total:		\$6,507,077
Additions		
KI5440148640.506410	Furniture & Equipment	\$67,370
Amended Total Appropriations		\$6,574,447

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Fund 48640 Lee County Transit Capital Fund budget is hereby amended to show the above additions to its Estimated Revenue and appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2005.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

**ADDENDUM TO INTERLOCAL AGREEMENT FOR AUTOMATED BUS ARRIVAL
TIME SYSTEM
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE TOWN OF FORT MYERS BEACH, FLORIDA**

THIS ADDENDUM TO 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 approve an addendum to Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the County and Town find that entering into this Addendum to 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 Addendum to Interlocal Agreement is to add three (3) Tracker Suites, so the Next Bus Technology may be installed on three additional trolleys.

The Parties agree that the above named County and Town will enter into this Addendum to the Interlocal Agreement. This addendum shall be binding only upon the Parties that execute this Addendum to the Interlocal Agreement. No Party that executes this Addendum, shall be bound by its terms to any third party who has not entered into this Addendum to the Interlocal Agreement.

SECTION TWO: Automated Bus Arrival System

- A. The County will handle the Change Order to the existing Next Bus Contract to install the equipment on three (3) additional trolleys for Fort Myers Beach.
- B. The County will 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 addendum, The Town of Fort Myers Beach will be billed an additional amount 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 three (3) tracker suites at an amount not to exceed \$39,005,00. An itemized project cost is included in Attachment A.
- B. Under this addendum, The Town of Fort Myers Beach will be billed for the additional 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 the three additional tracker suites for the 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 Addendum to the 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 Addendum shall commence on the date signed by both parties.

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.

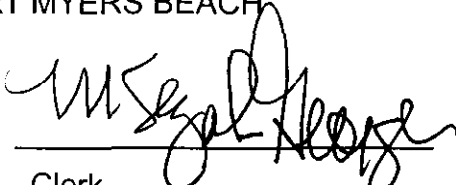
SECTION TEN: FILING

This Addendum 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.

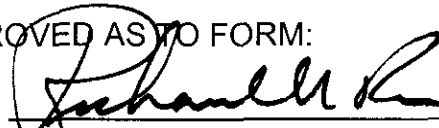
ATTEST: CLERK, TOWN OF FORT MYERS BEACH

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

Attachment A

Scope of Additional Services:

NextBus Products	Quantity	Unit Price	Extended Price
Tracker Suites	3	\$2,750	\$8,250
Cellular Charge @ \$50/mo x 12 months	3	\$600	\$1,800
ASP Charge @ \$60/mo x 12 months	3	\$720	\$2,160
Patent License Fee	Lot		\$5,000
Installation	Lot		\$3,600
Travel & Expenses	Lot		\$400*
Prototype Installation Engineering	Lot		\$200
Shipping Costs	Lot		\$75
1 Year Warranty	Lot	Included	Included
Total			\$21,485
Yearly Recurring Charges			
2 nd Year			\$4,380
3 rd Year			\$4,380
4 th Year			\$4,380
5 th Year			\$4,380

Total \$39,005

* \$400 travel and expenses can be waived if Notice To Proceed (NTP) is received in time to co-install equipment with the base order equipment.

Please note that the same terms for warranty and service will apply.