

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

Blue Sheet No. 20050125

1. REQUESTED MOTION:

ACTION REQUESTED: Request Board to approve and execute the Interlocal Agreement between Lee County and the Town of Fort Myers Beach, regarding splitting the costs of the first phase of the Estero Boulevard Transit Lane Feasibility Study.

WHY ACTION IS NECESSARY: The Board approves Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: Will specify the conditions for the County's payment to the Town and to clarify the expectations of all parties in regards to the traffic and transit evaluation, which was approved by the Board on December 21, 2004.

2. DEPARTMENTAL CATEGORY: C 12b
COMMISSION DISTRICT #

3. MEETING DATE: 02/22/05

<p>4. AGENDA:</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> APPEALS</p> <p><input type="checkbox"/> PUBLIC</p> <p><input type="checkbox"/> WALK ON</p> <p><input type="checkbox"/> TIME REQUIRED:</p>	<p>5. REQUIREMENT/PURPOSE: (Specify)</p> <p><input type="checkbox"/> STATUTE</p> <p><input type="checkbox"/> ORDINANCE</p> <p><input type="checkbox"/> ADMIN. CODE</p> <p><input type="checkbox"/> OTHER</p>	<p>6. REQUESTOR OF INFORMATION:</p> <p>A. COMMISSIONER _____</p> <p>B. DEPARTMENT <u>County Attorney</u></p> <p>C. DIVISION <u>General Services</u></p> <p>BY: <u>Andrea R. Fraser</u> <u>Assistant County Attorney</u></p>
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7. BACKGROUND:

On December 21, 2004, Blue Sheet #20041649 was approved by the Board of County Commissioners to evenly split the costs of the first phase of the Estero Boulevard Transit Lane Feasibility Study, up to a maximum participation of \$37,500.00 subject to execution of an interlocal agreement to that effect. That blue sheet advised that an Interlocal Agreement be executed between the Town and the County, to specify the conditions for the County's payment to the Town and to clarify the expectations of all parties in regards to the traffic and transit evaluation.

The Town of Fort Myers Beach has approved the Interlocal Agreement.

ATTACHMENT: (3) Original Interlocal Agreements

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
N/A	N/A	N/A	N/A	<i>Andrea R. Fraser</i>	OA <i>2/19/05</i>	OM <i>2/19/05</i>	RISK <i>2/19/05</i>	GC <i>2/19/05</i>	<i>6-10-05</i>

10. COMMISSION ACTION:

_____ APPROVED

_____ DENIED

_____ DEFERRED

_____ OTHER

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<u>2/19/05</u>
<u>1155 ans 41</u>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<u>2/19/05</u>
<u>4 2/19/05</u>

**INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND
THE TOWN OF FORT MYERS BEACH
REGARDING SPLITTING THE COSTS OF THE FIRST PHASE OF THE ESTERO
BOULEVARD TRANSIT LANE FEASIBILITY STUDY**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2005, by and between **LEE COUNTY** a charter county and a political subdivision of the State of Florida, acting by and through its Board of County Commissioners the governing body thereof, hereinafter referred to as "County", and the **TOWN OF FORT MYERS BEACH**, a municipal corporation of the State of Florida lying within Lee County, acting by and through its Town Council, the governing body thereof, hereinafter referred to as "Town", and collectively, "the Parties" hereto.

RECITALS

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and,

WHEREAS, both the County and the Town are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and,

WHEREAS, it is in the public's interest for the County and Town to enter into this Agreement.

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the County and the Town, intending to be legally bound, hereby agree as follows:

SECTION I. PURPOSE

It is the purpose and intent of this Agreement to define the terms and conditions under which the County will split the costs to advance the initial traffic/transit evaluation portion of the "Estero Boulevard Transit Lane Feasibility Study".

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II. AUTHORITY FOR AGREEMENT

The Town represents to the County that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the Town, has been executed and delivered by an authorized officer of the Town, and constitutes a legal, valid and binding obligation of the Town. The County represents to the Town that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the governing body of the County, has been executed and delivered by an authorized officer of the County, and constitutes a legal, valid and binding obligation of the County.

SECTION III. SCOPE OF SERVICES

The "Estero Boulevard Transit Lane Feasibility Study" will consider the feasibility of establishing a transit-only lane on Estero Boulevard. After discussing options as it relates to proceeding with the Study, the Parties agree that a prerequisite part of the Study is the traffic and transit analysis to identify the effect on traffic flow if the two-way left turn lane is removed in favor of a dedicated transit lane. Included in the study will be an analysis of the safety issues created by going to side-by side conflicting traffic flows and a determination of increased delays to traffic. If the impact on traffic is too detrimental, this

would be a “fatal flaw” and further evaluation of this roadway reconfiguration would be unnecessary. Should the first phase analysis not identify a fatal flaw, the County is not obligated to support moving forward with the project, as other factors may come into play.

SECTION IV. COMPENSATION AND METHOD OF PAYMENT

The County agrees to pay the Town up to a maximum of \$37,500.00 for a 50/50 fund sharing approach for the traffic and transit analysis once the County approves a negotiated scope of work. Payment will be made by the County to the Town within 30 days of issuance of a letter of acceptance of the scope of work by the Director of the Lee County Department of Transportation. The County's share of the cost will be funded from the gas tax dollars the County budgeted in March 2004 for the Estero Boulevard Transit Study (CIP #205030).

SECTION V. ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the County and the Town.

SECTION VI. NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager and to the Town, at the Office of the Town Manager.

SECTION VII. AMENDMENT

This Interlocal Agreement may only be amended in writing and duly executed by the Town and the County with the same formalities as this Agreement.

SECTION VIII. CONSTRUCTION

This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION IX. DEFAULT

If the Town or the County shall fail to perform or observe any of the material terms or conditions of this Interlocal Agreement applicable to it for a period of thirty (30) days after receipt of written notice of such default from the other Party, the Party giving the notice of default may be entitled to terminate this Interlocal Agreement. Failure of any Party to exercise its rights in the event of any breach by another Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any failure to perform by another Party unless such waiver is in writing and signed by the waiving Party. Such waiver shall be limited to the terms specifically contained therein.

SECTION XI. LIABILITY

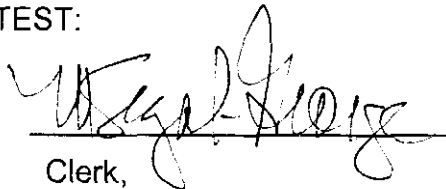
The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.

SECTION XII. FILING

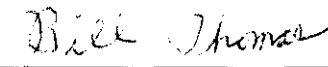
This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department, and the Clerk of the Town.

IN WITNESS WHEREOF, the Town and the County have executed this Interlocal Agreement on the day, month, and year first written above.

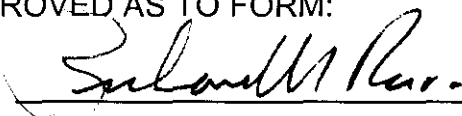
ATTEST:

BY: 
Clerk,
Town of Fort Myers Beach

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: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney