

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

Blue Sheet No. 20050641

1. ACTION REQUESTED/PURPOSE:

Approval of the Interlocal Agreement between Lee County and the Southwest Florida Regional Planning Council acting through the Metropolitan Planning Organization (MPO) for assistance in completing professional transportation planning and project processes.

2. WHAT ACTION ACCOMPLISHES:

The Interlocal Agreement between Lee County and the MPO allows for coordination of transportation planning activities utilizing contacts negotiated by the MPO. The agreement provides for payment of these services by Lee County Transit.

3. MANAGEMENT RECOMMENDATION: Approve the attached Interlocal Agreement.

4. Departmental Category: <u>CGD</u>		5. Meeting Date: <u>05-24-2005</u>	
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:
	_____ Statute _____		Commissioner _____
	_____ Ordinance _____		Department _____ Independent
	_____ Admin. Code _____		Division _____ Transit
	_____ Other _____		By: <u>Steve Myers</u>

9. Background:

LeeTran is in the process of conducting several studies including an Economic Impact Study to supplement the Transit Governance and Consensus Building Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility study, a Fare Analysis and a Travel Demand study. Completion of these studies must be coordinated so that data is validated and informs the master planning documents. The MPO has retained pre-qualified consultants through a competitive selected process to provide technical transportation planning services that will be made available to LeeTran under this Interlocal Agreement. The use of these consultants will result in an expedited process for soliciting proposals, avoid duplication of review by the state and the MPO and allow for greater coordination of the data. LeeTran has applications pending with FDOT for participation in the funding of several of these studies. LeeTran will obtain Board Approval prior to awarding studies which exceed departmental authorization.

Funds have been programmed in the FY 2006 Budget for the completion of studies.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>Steve Myers</u>					<u>R.M. 5/11/05</u>	<u>5/11/05</u>	<u>4/1/05</u>	<u>4/12/05</u>	<u>HS 5/12/05</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: <u>5/11/05</u>
Time: <u>4:05</u>
Forwarded To: _____

RECEIVED BY COUNTY ADMIN: <u>PM</u>
<u>5-10-05</u>
<u>4:06</u>
COUNTY ADMIN FORWARDED TO: _____
<u>5/12/05</u>
<u>SPM</u>

**INTERLOCAL AGREEMENT FOR COOPERATION ON TRANSIT STUDIES
BY AND BETWEEN LEE COUNTY, FLORIDA AND THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____ 2005, 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 **LEE COUNTY METROPOLITAN PLANNING ORGANIZATION**, an intergovernmental transportation planning agency, acting by and through its governing body; collectively the "Parties" hereto:

RECITALS:

WHEREAS, both the County and the Metropolitan Planning Organization 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 Parties to this Interlocal Agreement desire to participate cooperatively with the Metropolitan Planning Organization of the Cape Coral Urbanized Area in the performance of comprehensive transportation planning and programming processes;

WHEREAS, the Metropolitan Planning Organization is entering into a Joint Participation Agreement with the Florida Department of Transportation to undertake professional transportation planning and project processes related to the development of transit services for Lee County; and

WHEREAS, the County and the Metropolitan Planning organization are working in partnership to contract for professional planning services described herein; and

WHEREAS, the County and the Metropolitan Planning Organization 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 for County participation in the Joint Participation Agreement for professional transportation planning and project processes for development of transit services.

The Parties agree that the above named Parties 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: Professional Transportation Planning and Project Process

- A. Lee County will prepare the scope of work for each work order.
- B. If requested by Lee County, the Metropolitan Planning Organization will submit the Request for Proposals for the procurement and award of professional planning services to the consultants it has under contract. The Metropolitan Planning Organization will provide copies of the proposals submitted by its

consultants to Lee County for its review and consult with Lee County on the ranking and selection of the consultant to be awarded the work order.

- C. Lee County will be included in the negotiations with the consultants on the terms of the final work order.
- D. All Studies will be completed in accordance with the scope of work provided by the Metropolitan Planning Organization and agreed to by the consultant.
- E. The Metropolitan Planning Organization will coordinate, manage and otherwise direct the professional planning services.

SECTION THREE: Scope of Services

- A. Under this agreement the County will partner with the Metropolitan Planning Organization to undertake professional and technical planning services through the issuance of work orders with an established scope of work and budget.
- B. The County has identified certain studies for coordination and participation with the Metropolitan Planning Organization including an Economic Impact Study to supplement the Transit Authority Consensus Building and Action Plan Study, the 2006 major update to the Transit Development Plan, a Bus Rapid Transit Feasibility Study, a Fare Structure Analysis, a Travel Demand Study and other necessary studies.

SECTION FOUR: Compensation and Method of Payment

- A. The County agrees to pay the Metropolitan Planning Organization for costs incurred to carry out the professional planning services once the County approves a negotiated scope of work.
- B. *Payment will be made by the County to the Metropolitan Planning Organization within 30 days of completion of the scope of work and issuance of a letter of acceptance of the body of work by the Director of the Transit Department.*
- C. The County's share of the cost will be funded in the Country's budget for the Transit Department.

SECTION FIVE: Monitoring, Audit

All cost records and accounts shall be subject to audit by representative(s) of either the Metropolitan Planning Organization or the 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 this Interlocal Agreement hereto must be in writing and signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which cannot 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 Statues, or the Parties

may utilize any other legal remedies available to them 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 SEVEN: Liability and Insurance

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.

SECTION EIGHT: Notices

All written notices to the Metropolitan Planning Organization and the County under this Interlocal Agreement shall be directed to the following address:

For the MPO: Glen H. Ahlert, Staff Director
Lee County Metropolitan Planning Organization
1926 Victoria Avenue
Fort Myers, Florida 33901

For the County: Steven L. Myers, Director
Lee County Transit Department - LeeTran
6035 Landing View Road
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: 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 Lee County Metropolitan Planning Organization.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Interlocal Agreement to be executed on the date and year first above written.

Attest: Charlie Green
Clerk of the Courts

By: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

By: _____
Title: _____

Approved as to form:
By: _____
Office of the County Attorney

Attest: Southwest Florida Regional
Planning Council (MPO staff agency)

By: _____
David Y. Burr, Executive Director

**LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION**

By: _____
Title: _____

Approved as to form:
By: _____
MPO Legal Council