

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

Blue Sheet No. 20051729

1. ACTION REQUESTED/PURPOSE:

Request Board approve Interlocal Agreement in the amount of \$82,587.00 with the City of Fort Myers to retain Route 80 bus service. The route was retained during the FY06 budget process and the City agreed to fund 50% of the cost of the service located within the City of Fort Myers in the amount of \$82,587.00, and Lee County funded \$198,668, and farebox receipts of \$8,629 for a total cost of service of 289,884.

2. WHAT ACTION ACCOMPLISHES: Provides bus service from down town Fort Myers to Metro Parkway.

3. MANAGEMENT RECOMMENDATION: Approval

4. Departmental Category: 6. CGA		5. Meeting Date: 05-16-2006
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)	
	<input type="checkbox"/> Statute	8. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>LeeTran</u> By: <u>Steven L. Myers, Director</u>
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	

9. Background:

Due to the productivity of Route 80, LeeTran recommended eliminating this route during the budget process. The City of Fort Myers asked the County to retain the route and agreed to contribute 50% of the cost of the Route 80 that operates within the City limits of Fort Myers. The Route 80 operates from downtown Fort Myers southeast to Metro Parkway. The cost of the service is \$289,884 and the City of Fort Myers shares 50% of the cost of the service located within Fort Myers in the amount of \$82,587. Lee County funds \$198,668 and the balance of \$8,629 is derived from passenger fares. This service has been budgeted in the FY06 Budget using a fully allocated cost per hour and this interlocal agreement formalizes the process.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>Comm 5/4</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr	
<i>[Signature]</i> 4/27/06	N/A	N/A	N/A	<i>[Signature]</i> 5/2/06	<i>[Signature]</i> 5/3/06	<i>[Signature]</i> 5/2/06	<i>[Signature]</i> 5/3/06	<i>[Signature]</i> 5/3/06	<i>[Signature]</i> HS 5/10/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*

5-2-06

4:10

COUNTY ADMIN
FORWARDED TO:

[Signature]

5-4-06

[Signature]

Rec. by CoAtty

Date: *5/2/06*

Time: *2:00pm*

Forwarded To:

Adm. 5/2/06

**INTERLOCAL AGREEMENT PROVIDING TRANSIT SERVICE
BY AND BETWEEN LEE COUNTY, FLORIDA AND
THE CITY OF FORT MYERS, FLORIDA**

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 **City of Fort Myers**, a municipal corporation of the State of Florida, hereinafter referred to as "City", acting by and through its City Council, the governing body thereof; collectively the "Parties" hereto.

RECITALS:

WHEREAS, both the County and City 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 City desires transit service to provide transportation opportunities, reduce its traffic congestion and increase the availability for means of transportation other than by motor car; and,

WHEREAS, transit service provides an alternative mode of transportation to the city; and is an important step towards solving the traffic congestion problems in the City; and,

WHEREAS, the County and City are working in partnership to ensure the successful transit service to 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.

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 transit service to retain Route 80 for the citizens of Fort Myers.

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. The City will provide suitable locations for the placement of bus stops within the City.
- B. It is the intent that all services under this Agreement shall be provided solely by the County. Either Party may use subcontractors.
- C. The County will control the route, which will operate from approximately 6:40 a.m. to 6:25 p.m. Monday through Friday, excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- D. The fare collected on this route will be the same as the rest of the fixed route bus system. County will collect a \$1.00 fare on this route and offer the same discounted bus passes as the rest of the fixed route system to encourage and promote ridership of the Route 80.

SECTION THREE: PROMOTION OF TRANSIT SERVICES

- A. County shall provide printed schedules for distribution to the media and public at locations throughout the County and the City for the purpose of actively promoting use of the transit.
- B. Selling of advertising on the buses shall be the right and responsibility of the County (Lee Tran) and any advertising revenues shall accrue to the County (Lee Tran).

SECTION FOUR: COST OF SERVICE; FUNDING SOURCE

- A. The amount of the subsidy for the term of this Agreement will be \$82,587.00 and will be billed to the City in advance of service, commencing on October 1, 2005, and due within thirty (30) days. Cost breakdown in Exhibit "A".
- B. City hereby warrants that it will use a legally available funding source to pay for the additional transit services. Should a court of competent jurisdiction determine that any payment was not properly appropriated, City shall reimburse and repay the County.

SECTION FIVE: MONITORING, AUDIT

- A. County's personnel will monitor, inspect, evaluate and direct the transit 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, 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 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 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 to the City and the County under this Interlocal Agreement must be in writing and delivered by certified mail, return receipt requested, or by deposit within Federal Express or other nationally recognized carriers and shall be directed to the following address:

For the City: Office of the Mayor
City of Fort Myers
P. O. Box 2217
Fort Myers, FL 33902

For the County: Transit Director
Lee Tran
6035 Landing View Road
Fort Myers, Florida 33907

SECTION NINE: EFFECTIVE DATE AND PERIOD OF AGREEMENT

This Interlocal Agreement shall commence on October 1, 2005, through September 30, 2006. If said execution of Interlocal Agreement occurs after October 1, 2005, it shall become retroactive with all terms and conditions having the effective date of October 1, 2005.

SECTION TEN: 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 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 Fort Myers.

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

ATTEST: CLERK, City of Fort Myers

~~BY:~~ Marie Adams
Clerk Marie Adams, CMC

City of Fort Myers

BY: Jim Humphrey
Mayor Jim Humphrey

APPROVED AS TO FORM:
BY: Grant W. Alley 4/14/06
City Attorney Grant W. Alley

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

Exhibit A
Monday thru Friday Bus Service
Effective October 1, 2005 thru September 30, 2006

FY06 City of Ft. Myers Fixed Route 80 Bus Service

	Operating Hours	Cost Per Hours	Days	Vehicles	Total Cost
Oct 1 thru Sept 30					
City Hours	6.98	92.8	255	1	\$ 165,174.72
County Hours	5.27	92.8	255	1	\$ 124,709.28
Ft. Myers Cost (50% of 6.98 hours)	3.49	92.8	255	1	\$ 82,587.36
LeeTran's Cost	8.76	92.8	255	1	\$ 207,296.64
Total	12.25				\$ 289,884.00

*Mon thru Fri excluding 6 holidays