

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

Blue Sheet No. 20061321

1. ACTION REQUESTED/PURPOSE: Authorize execution of interlocal agreement with the City of Fort Myers for advertising shelters within city limits.

2. WHAT ACTION ACCOMPLISHES: Allows LeeTran to continue to maintain and sell advertising on existing shelters, and add shelters as warranted.

3. MANAGEMENT RECOMMENDATION: Recommend approval.

4. Departmental Category: 6 **CGE** **5. Meeting Date:** OCT 17 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)		8. Request Initiated:	
	<input type="checkbox"/> Statute	<input type="checkbox"/>	Commissioner	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Department	Independent
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>	Division	Transit
	<input type="checkbox"/> Other	<input type="checkbox"/>	By: Steve Myers, Director	

9. Background: Lee County Transit has maintained shelters within the City of Fort Myers under an interlocal agreement for the past 10 years. This agreement allows LeeTran to enter into advertising contracts for space on these shelters and collect revenue, which is then shared with the City. It obligates LeeTran to maintain the shelters in a safe and clean condition, and sets forth terms under which new shelters may be erected within city limits. The new agreement is for a term of 10 years, with an option to renew for an additional 10 years.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants/	Mgt.	
<i>D. Myers</i> 10/2/06				<i>S. Smith</i> 10/3/06	<i>RK</i> 10/4	<i>W. R.</i> 10/4	<i>W. R.</i> 10/4/06	<i>W. R.</i> 10/4/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
10/4/06 9:30 AM
10:00 AM
COUNTY ADMIN FORWARDED TO:
<i>10/5/06</i> <i>11 AM</i>

Rec. by CoAtty
Date: 10/3/06
Time: 1:40pm
Forwarded To: County Admin
10/4/06 8:40 am



CITY OF FORT MYERS, FLORIDA

CITY CLERK'S OFFICE
PO DRAWER 2217
FORT MYERS, FL 33902
239-332-6740 TEL
239-461-2650 FAX
WWW.CITYFTMYERS.COM

September 22, 2006

LeeTran Director
6035 Landing View Road
Fort Myers, FL 33907

RE: LeeTran Bus Shelter - Interlocal Agreement - Use and Maintenance

Dear Sir:

Enclosed herewith are two (2) originals of the Interlocal Agreement between Lee County and the City of Fort Myers. This agreement is for the use and maintenance of bus shelters located within the City of Fort Myers.

City Council approved the agreement at its regular meeting held on September 5, 2006.

Please have all originals signed; retain one (1) for your records and return one (1) fully signed original to my attention.

Yours truly,

CITY OF FORT MYERS

Marie Adams

Marie Adams, CMC
City Clerk

MA:ll

Enclosures (2)

OCT 02 2006

**LEETRAN BUS SHELTER INTERLOCAL AGREEMENT
WITH THE CITY OF FORT MYERS
FOR THE USE AND MAINTENANCE
OF BUS SHELTERS LOCATED IN THE CITY OF FORT MYERS**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, 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 organized under the laws 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 Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the County owns and operates a mass transit system known as LeeTran which provides bus service to the City; and

WHEREAS, the County owns and maintains bus shelters at LeeTran bus stops in the City; and

WHEREAS, Florida Statutes § 337.408 allows bus shelters to be installed within rights-of-way, provided that the shelter is for the comfort and convenience of the general public or at designated stops on official bus routes; and

WHEREAS, the County operates a bus shelter advertising program that generates revenue for both the County and the City; and

WHEREAS, the County and City find that entering into this Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, the Parties agree with one another as follows:

SECTION I: RECITALS ADOPTED

- A. The above recitals are hereby adopted by the Parties as being true and accurate to the best of their knowledge, and as if set out further at length in this Agreement.

SECTION II: SHELTER PLACEMENT, SPECIFICATIONS, AND ILLUMINATION

- A. The County may place bus shelters with the City's approval only along officially designated LeeTran bus stops within the corporate limits of the City. The City may request additional bus shelters along officially designated LeeTran bus stops with the County's approval. All shelter specifications shall at all times be in accordance with all federal, state, County and City specifications. The City and County shall divide equally the cost to remove, install or relocate any bus shelters as required by the City, for the City's work, within or adjacent to City, County and/or Florida DOT (FDOT) maintained rights-of-way.
- B. The City shall have the right to determine, at its sole discretion, the style and colors of the roofing materials used on the bus shelters placed within the City. Sexually explicit or patently offensive advertisements shall not be permitted by the County.
- C. Any shelters which the County wishes to illuminate will be subject to Florida Statutes § 337.408 and prior approval from the City's Building & Zoning Department must be obtained. If the City receives complaints regarding the intensity of illumination, the County will correct the problem. The County will illuminate those shelters which, during the permitting process, have been identified by the Fort Myers Police Department as requiring illumination for safety or security reasons.

SECTION III: PERMITTING

- A. The County or its agent shall follow normal permitting procedures prior to placing the bus shelters within the corporate limits of the City. The County shall obtain all necessary easements, rights-of-way or permissions. During the permitting process, the City will have an opportunity to review and approve the locations within its jurisdiction. The County will direct its contractor to submit all permit requests to the City's Building & Zoning Department. The City's Building & Zoning, Fire, Police and Engineering Department will review all plans. All plans must be countersigned as to location by the City Engineer before approval. The City agrees to waive any permit fee required in permitting the placement of the bus shelters within City limits.

SECTION IV: MAINTENANCE AND ADMINISTRATION

- A. The County shall be responsible for the maintenance of all bus shelters in the City in a clean and workmanlike manner, and shall make all repairs within

one (1) week of any written request from the City to make said repairs, except for safety-related repairs which shall be made immediately. If the County fails to make any repair within one (1) week or make any safety-related repair within seventy-two (72) hours of receipt of written request, the City may undertake repairs and bill the County for the cost of such repairs. The County, upon receipt of such invoice, shall reimburse the City for the cost of such repairs.

- B. Trash receptacles at the bus shelters will be maintained by the County and must be emptied when full, but in any event, not less than once every seven (7) days.
- C. The County shall provide all necessary administrative services for the operation of a mutually beneficial bus shelter program within the corporate limits of the City.

SECTION V: PAYMENT

- A. The County is responsible for all utility charges related to the bus shelters.
- B. The County will pay to the City an annual payment of Three Hundred Dollars (\$300.00) for each shelter located within the corporate boundaries of the City. The payment will be an advance payment due January 1st of each year for the period of January 1st through December 31st.

SECTION VI: LIABILITY

- 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.

SECTION VII: TERM

- A. This Interlocal Agreement will remain in full force and effect for a term of ten (10) years from the date of signing. The City and County, upon mutual agreement, may renew this Agreement for an additional ten (10) year period on the same basis as set forth herein.

SECTION VIII: ENTIRE UNDERSTANDING

- A. This Agreement constitutes the entire understanding between the Parties, and any previous Agreements whether written or oral, shall be superceded by the Agreement.

SECTION IX: MODIFICATIONS AND DISPUTE RESOLUTION

- A. All modifications to this Agreement must be in writing 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 Statutes, or the Parties may utilize any other legal remedies available to either Party with respect to the disputed matters.

SECTION X: BREACH OF AGREEMENT AND TERMINATION

- A. Either party may terminate this Agreement for a breach of the material terms of this Agreement which remains uncured after reasonable notice, not to exceed sixty (60) days. The party which has been terminated for cause shall pay for the removal of the bus shelters and restoration of the right-of-way. The County will retain ownership of the shelters.

SECTION XI: NOTICE

- A. All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

Lee County: LeeTran Director
6035 Landing View Road
Fort Myers, Florida 33907

City of Fort Myers: City of Fort Myers
2200 Second Street
P.O. Box 2217
Fort Myers, Florida 33902-2217

The address to which any notice or demand may be given to either party may be changed in writing.

SECTION XII: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIII: FILING

This 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.

(Balance of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

ATTEST:

CITY OF FORT MYERS

BY: Marie Adams
Marie Adams
City Clerk

BY: Anthony Shoemaker
Anthony Shoemaker
Interim City Manager

APPROVED AS TO FORM:

BY: Grant W. Alley 7/14/06
Grant W. Alley, City Attorney

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney