

8. CONSENT AGENDA

- i. RESOLUTION 08-148 APPROVING THE ADDITION OF THE TOWN OF FORT MYERS BEACH AS A PARTY TO THE LEE COUNTY TRANSIT AUTHORITY INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

CITY OF SANIBEL

RESOLUTION 08-148

A RESOLUTION OF THE CITY OF SANIBEL APPROVING THE ADDITION OF THE TOWN OF FORT MYERS BEACH AS A PARTY TO THE LEE COUNTY TRANSIT AUTHORITY INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lee County Metropolitan Planning Organization (MPO) has determined that it is in the best interest of the County to develop, structure, and implement a Transit Authority for Lee County; and

WHEREAS, the Lee County MPO approved the Lee County Transit Authority Consensus Building Action Plan that outlines the course of action that should be taken in order to successfully establish a Transit Authority in Lee County; and

WHEREAS, the Action Plan calls for the development of an Interlocal Agreement for the creation of a transit authority and its subsequent adoption by the local governments in Lee County; and

WHEREAS, an Interlocal Agreement for the support and participation in a Lee County Transit Authority was developed and adopted by the Cities of Bonita Springs, Cape Coral, Fort Myers and Sanibel, and the Lee County Board of County Commissioners (collectively the "Parties"); and

WHEREAS, the Parties desire to add the Town of Fort Myers Beach as a party to the Interlocal Agreement; and

WHEREAS, the Town of Fort Myers Beach executed the Interlocal Agreement on October 20, 2008, a copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida, that:

SECTION 1. The Sanibel City Council hereby approves the addition of the Town of Fort Myers Beach as a party to the Interlocal Agreement.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 4th day of November, 2008.

AUTHENTICATION:

Mick Denham, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler

Kenneth B. Cuyler, City Attorney

10/27/08

Date

Vote of Council members:

Denham _____
Ruane _____
Jennings _____
Johnston _____
Pappas _____

Date filed with City Clerk: _____

**INTERLOCAL AGREEMENT FOR
SUPPORT AND PARTICIPATION IN THE LEE COUNTY TRANSIT AUTHORITY**

THIS INTERLOCAL AGREEMENT, entered into by and among the City of Bonita Springs, the City of Fort Myers, the Town of Fort Myers Beach, the City of Cape Coral, the City of Sanibel, and the Lee County Board of County Commissioners.

WITNESSETH:

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

WHEREAS, the population of Lee County, Florida has grown considerably over the last several years and this growth has had a large impact on the County's transportation system in the form of increased congestion and longer travel times; and

WHEREAS, the study, known as the 2006 Lee County Transit Development Plan, identifies an increasing demand for public transit services in Lee County; and

WHEREAS, Chapter 189, Florida Statutes, allows for the creation of independent special districts as an alternative method to manage and finance basic capital infrastructure, facilities, and services; and

WHEREAS, an independent transit authority will grant more flexibility in terms of determining an appropriate funding source and board composition than a regional transit authority as prescribed in Florida Statutes Chapter 343; and

WHEREAS, an independent transit authority will provide a greater assurance of a stable funding source for transit services, thereby allowing a higher level of predictability from year-to-year and, thus, facilitating transit service planning and delivery; and

WHEREAS, creation of an independent transit authority will remove the operation of transit services from budgetary competition with other services funded through the County general fund; and

WHEREAS, the study, known as the Lee County Transit Authority Consensus Building, was completed in January 2006 and includes an Action Plan that delineates the actions needed to be performed to create a Transit Authority in Lee County; and

WHEREAS, a Transit Oversight Committee has been formed that will provide a forum to address financial, planning, and organizational issues related to the creation of an independent transit authority in Lee County; and

WHEREAS, the Transit Oversight Committee has been charged with the development of a strategy for the creation of, and transition to, an independent countywide transit authority; and

WHEREAS, the City of Bonita Springs, the City of Fort Myers, the Town of Fort Myers Beach, the City of Cape Coral, the City of Sanibel, and the Lee County Board of County Commissioners have prepared and submitted position statements to the Lee County Metropolitan Planning

Organization that specify the necessary structure, operation, and responsibilities of a transit authority in order for the said parties to support and participate in the transit authority.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants hereinafter set forth, agree as follows:

SECTION 1: PURPOSE OF THE TRANSIT AUTHORITY

The City of Bonita Springs, the City of Fort Myers, the Town of Fort Myers Beach, the City of Cape Coral, the City of Sanibel, and the Lee County Board of County Commissioners recognize the need to create a countywide forum to promote shared goals as they relate to public transit. The Lee County Transit Oversight Committee will serve as the countywide policy board to provide such a forum. The reasons for support and participation in a countywide independent transit authority include the following:

- A. Promote and encourage a public transit system that provides mobility choices for Lee County residents and visitors; including users of demand response transportation services, such as the transportation disadvantaged;
- B. Provide a regional voice for agreed-upon public transit policies, plans, and programs;
- C. Promote a regional approach in operating transit service and dealing with transportation challenges; and
- D. Provide for a stable and consistent funding source for planning, programming, and operating public transit services that meet the needs of Lee County.

SECTION 2: POWERS AND DUTIES OF THE TRANSIT OVERSIGHT COMMITTEE

The Transit Oversight Committee has been formed to provide a forum for addressing financial, planning, and organizational issues related to the creation and transition to the Lee County Transit Authority. Powers and duties established for the Transit Oversight Committee shall include the following:

- A. Implementation of the Lee County Transit Authority Action Plan.
- B. Review and approval of state legislation required for the formation of an independent special district called the Lee County Transit Authority.
- C. Coordination and communication with the Lee County legislative delegation as it relates to implementation of the Lee County Transit Authority.
- D. Determination of the Lee County Transit Authority Board composition and bylaws as specified in SECTION 3 of this Agreement.
- E. Funding Source: Identification of the preferred non-ad valorem based funding source for the Transit Authority, such as:

1. Sales tax.
 2. Gas tax.
 3. Car rental surcharge.
 4. Bed tax.
 5. Other (non-ad valorem based).
- F. Supervision of opinion research and voter education efforts as they relate to the Transit Authority tax referendum.
- G. Oversight of the transition of capital equipment, staff, and facilities to the Lee County Transit Authority.
- H. If and when the Lee County Transit Authority Board is created the Transit Oversight Committee will automatically sunset and will be disbanded.

SECTION 3: LEE COUNTY TRANSIT AUTHORITY BOARD

- A. The composition of the Board of the Lee County Transit Authority will be determined by the Transit Oversight Committee based on one, or a combination of one or more, of the following variables:
1. Population.
 2. Funding contributions.
 3. Taxable value.
 4. Number of registered voters.
- B. All jurisdictions participating in the Transit Authority will have a minimum of one voting (1) member on the Transit Authority Board.
- C. The Transit Oversight Committee will develop Transit Authority Board bylaws consisting of the need, election process, and term for the Transit Authority Board chair and vice-chair, meeting dates, quorum requirements, special meetings, and the formation of advisory and subcommittees.

SECTION 4: POWERS AND DUTIES OF THE LEE COUNTY TRANSIT AUTHORITY

The Lee County Transit Authority shall be a planning and oversight organization with those powers specifically set forth by the jurisdictions participating in the Transit Oversight Committee and this Agreement. Powers and duties established for the Lee County Transit Authority will include, but not be limited to, the following:

- A. Establishment of goals, objectives, and policies that adhere to adopted state and local comprehensive plans, the Lee County Smart Growth Plan and other growth management planning endeavors, and transportation plans, including the Ten-Year Transit Development Plan and the MPO's Long Range Transportation Plan.
- B. Establishment of goals, objectives, and policies that promote an efficient and accountable operating structure, meet existing demand for public transit services, and reduce traffic congestion.

- C. Coordination with municipalities and appropriate jurisdictions regarding the establishment of transit corridors, transit stops, facilities, and vehicle types. Recognize each municipality's adopted transit position.
- D. Development of an appeals process by which participating jurisdictions can request changes to proposed service within their respective jurisdictional boundaries.
- E. Coordination with federal, state, regional, and local transportation planning organizations in the planning and programming of infrastructure and service improvements.
- F. Coordination with public and private transportation service providers in the County.
- G. Development of a capital improvement program that implements a multi-year capital and service transit improvement plan.

SECTION 5: TRANSIT SERVICE

Public transit service provided through the Lee County Transit Authority shall conform in scale and character to that of the benefiting communities. Transit service and operating characteristics will conform, but not be limited to, the following:

- A. Promotion of energy conservation and environmentally-friendly policies, including the use of economically "green" technologies and the protection and maintenance of the carrying capacity of Lee County beaches and natural resources for use by wildlife.
- B. Integration of advanced public transit technologies that develop and promote transit ridership, reduce congestion, and that can monitor the location of transit vehicles and transit schedules in real time.
- C. Facilitation and promotion of multi-modal travel and transfer opportunities between waterborne transit, pedestrians, bicyclists, and automobiles, including the use of motorbus vehicles equipped to carry bicycles.
- D. Use of each participating jurisdiction's existing transportation infrastructure, approved circulation routes, and transit stops, including coordination of services with any existing local transportation service providers.
- E. Protection and maintenance of the character of the community with respect to signage, stops, and vehicle types.
- F. Provision of an alternative form of transportation for emergency evacuation or for the deployment of goods and services during emergency situations.

SECTION 6: STAFF SUPPORT

The Lee County Metropolitan Planning Organization will provide administrative staff support to the Transit Oversight Committee to include the preparation of meeting packets and announcements and the documentation of Transit Oversight Committee activities.

SECTION 7: DURATION OF AGREEMENT AND WITHDRAWAL PROCEDURE

This Agreement shall remain in effect until terminated by the parties to this Agreement. Any party may withdraw from said Agreement after presenting in written form a notice of intent to withdraw to the other parties, at least ninety (90) days prior to the intended date of withdrawal.

SECTION 8: AMENDMENT OF AGREEMENT

Amendments to or modifications to this Agreement, including modifications that add municipalities and/or future incorporated areas in Lee County to this agreement, may only be made by written agreement signed by all parties hereto and shall not be effective until it is filed with the Clerk of the Court of Lee County.

SECTION 9: SEVERABILITY

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

SECTION 10: 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 increase its limits of liability as provided for by Section 768.23, Florida Statutes.

SECTION 11: EFFECTIVE DATE

This Agreement shall become effective upon execution by all parties hereto and filing with the Clerk of the Court of Lee County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature as indicated below:

(OFFICIAL SEAL)

ATTEST: CLERK,
CITY OF SANIBEL

BY: _____
CLERK

CITY OF SANIBEL

BY: _____
MAYOR DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY DATE

(OFFICIAL SEAL)

ATTEST: CLERK,
CITY OF BONITA SPRINGS

BY: _____
CLERK

CITY OF BONITA SPRINGS

BY: _____
MAYOR DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY DATE

(OFFICIAL SEAL)

ATTEST: CLERK,
CITY OF FORT MYERS

BY: _____
CLERK

CITY OF FORT MYERS

BY: _____
CITY MANAGER DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY DATE

(OFFICIAL SEAL)

ATTEST: CLERK,
CITY OF CAPE CORAL

BY: _____
CLERK

CITY OF CAPE CORAL

BY: _____
MAYOR DATE

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY DATE

(OFFICIAL SEAL)

ATTEST: CLERK,
LEE COUNTY

BY: _____
CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
CHAIR DATE

APPROVED AS TO FORM:

BY: _____
LEE COUNTY ATTORNEY'S OFFICE DATE

(OFFICIAL SEAL)

ATTEST: CLERK,
TOWN OF FORT MYERS BEACH

BY: _____
TOWN CLERK

TOWN OF FORT MYERS BEACH

BY: _____
TOWN MANAGER DATE

APPROVED AS TO FORM:

BY: _____
TOWN ATTORNEY DATE