

**INTERLOCAL AGREEMENT FOR TRANSIT SERVICE
BY AND BETWEEN COLLIER COUNTY AND THE
CITY OF MARCO ISLAND**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of December, 2024, by and between **Collier County**, a political subdivision of the State of Florida, hereinafter referred to as "*County*," and the **City of Marco Island**, a municipal corporation of the State of Florida, hereinafter referred to as "*City*" (collectively the "*Parties*" hereto).

RECITALS:

WHEREAS, both the County and City are duly empowered pursuant through Florida Statutes, in particular, §163.01, Florida Statutes, as amended, 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 benefit of the public.

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 the citizens of the City.

The Parties agree that the abovenamed 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, SERVICE AREA AND FARES

- A. County will provide two vehicles suitable for fixed route transit service.
- B. It is the intent that all transit services under this Interlocal Agreement shall be provided solely by the County. If deemed necessary, the County may use subcontractors to provide these services under this Interlocal Agreement and will notify the City if County-owned vehicles and/or personnel are unavailable to provide the services specified in this Interlocal Agreement.
- C. County will provide fixed route service along routes and at pre-determined bus stops in Marco Island as identified in Exhibit A. On demand service will not be provided via these two vehicles. The Trial Service will operate from approximately 9:00 a.m. to 9:00 p.m., Monday through Sunday from January 4, 2025, through March 30, 2025.
- D. County will control Routes 21 and 121 as identified in Exhibit A. Route 21 will operate from approximately 6:00 a.m. to 9:02 a.m.; 3:00 p.m. to 3:58 p.m.; and 6:00 p.m. to 7:32 p.m., Monday through Sunday. Route 121 will operate from approximately 5:40 a.m. to 7:27 a.m. and 4:58 p.m. to 6:40 p.m., Monday through Sunday.
- E. County will provide door-to-door ADA Paratransit service within the area designated in Exhibit A.
- F. Fare will not be collected by the County or the City on the two buses serving these special, seasonal, fixed routes on Marco Island. Normal fares will be charged on Routes 21 and 121 and all other County operated buses as based upon the County's current fare structure.
- G. Nothing herein shall limit County from adopting or amending fares and related rules applicable to the regular scheduled services provided by the County.

SECTION THREE: RIGHTS AND RESPONSIBILITIES

- A. County will provide vehicles necessary to service the area identified in Exhibit A.
- B. County will be responsible for all fuel, maintenance, repairs, and insurance of the vehicles and its operators while the County/City service is being provided.
- C. County will be responsible for maintaining all bus stops, shelters, benches and related amenities including trash collection, along the designated bus routes 21 and 121 within Marco Island. The City will be responsible for any additional bus stops, signage and amenities installed during and related to the trial service period on the City routes identified in Exhibit A.

SECTION FOUR: PROMOTION OF TRANSIT SERVICES

- A. The County retains interior advertising opportunities and revenue on both vehicles.
- B. Exterior bus advertising is not available.
- C. The City may offer exterior branding on the two vehicles, as it relates to the trial service, at the City's expense. Damage done, if any, to current County branding on the two vehicles must be repaired at the City's expense.

SECTION FIVE: COST OF SERVICE; FUNDING SOURCE

- A. The expense for operating the trial service for the term of this Interlocal Agreement will be in the amount of \$202,960.00 and will be billed monthly to the City in advance of service, commencing on January 2, 2024, and due within thirty (30) days. The cost breakdown is specified in Exhibit B. The cost will be recalculated if additional vehicles are needed or requested based on rider demand.
- B. In the event the County has a major service interruption, the service cost will be reduced by the number of hours service was unavailable times the hourly service rate specified in Exhibit B.
- C. 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 SIX: MONITORING AND AUDIT

- A. County personnel will monitor, inspect, evaluate and direct the transit operations as necessary for a successful project.
- B. County will collect and share ridership and route performance information, with the City, that is consistent with generally accepted transit reporting information provided to oversight agencies. The data will be reported in the month following the completion of service in the previous month. The data collected will include:
 - a. Total passengers per month
 - b. Passengers Per Mile
 - c. Passengers Per Hour
 - d. Average Passenger Per Weekday/Saturday/Sunday
 - e. Daily Ridership Breakdown
 - f. Monthly Stop Boarding/Alighting
- C. 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 Parties offices.

SECTION SEVEN: MODIFICATIONS, DISPUTE RESOLUTION AND TERMINATION

A. All modifications or amendments to this Interlocal Agreement must be in writing signed by both Parties with the same formality as that contained herein. With respect to the subject matter herein, this Agreement is the entire agreement between the Parties, superseding all previous oral and written representations, understandings, and agreements between the Parties.

B. The Parties shall attempt in good faith to resolve any dispute concerning this Agreement through negotiation between authorized representatives. If these efforts are not successful, the parties shall utilize the process set forth within the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. This Agreement may be enforced by the Parties in any manner authorized by law, and the only remedy is specific performance for violation of the terms and conditions of this Agreement. Each party shall bear its own costs and attorney's fees related to this matter.

C. Either Party may terminate this Interlocal Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation. In the event of termination, the City will be responsible for paying any costs per this Interlocal Agreement incurred up to the date of termination.

SECTION EIGHT: LIABILITY

The Parties agree that by execution of the Interlocal 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 §768.28, Florida Statutes, as It may be revised or amended from time to time.

SECTION NINE: NOTICES

All notices to the City and the County under this Interlocal Agreement must be in writing and delivered by U.S. Mail to the following address:

For the City:

City Council
City of Marco Island
50 Bald Eagle Drive
Marco Island, FL 34145

For the County:

Board of County Commissioners
Collier County
3299 Tamiami Trail East
Naples, FL 34112

AS TO THE CITY OF MARCO ISLAND:

DATED: _____

CITY OF MARCO ISLAND

_____, Council Chair

ATTEST:

Ms. Joan Taylor, City Clerk

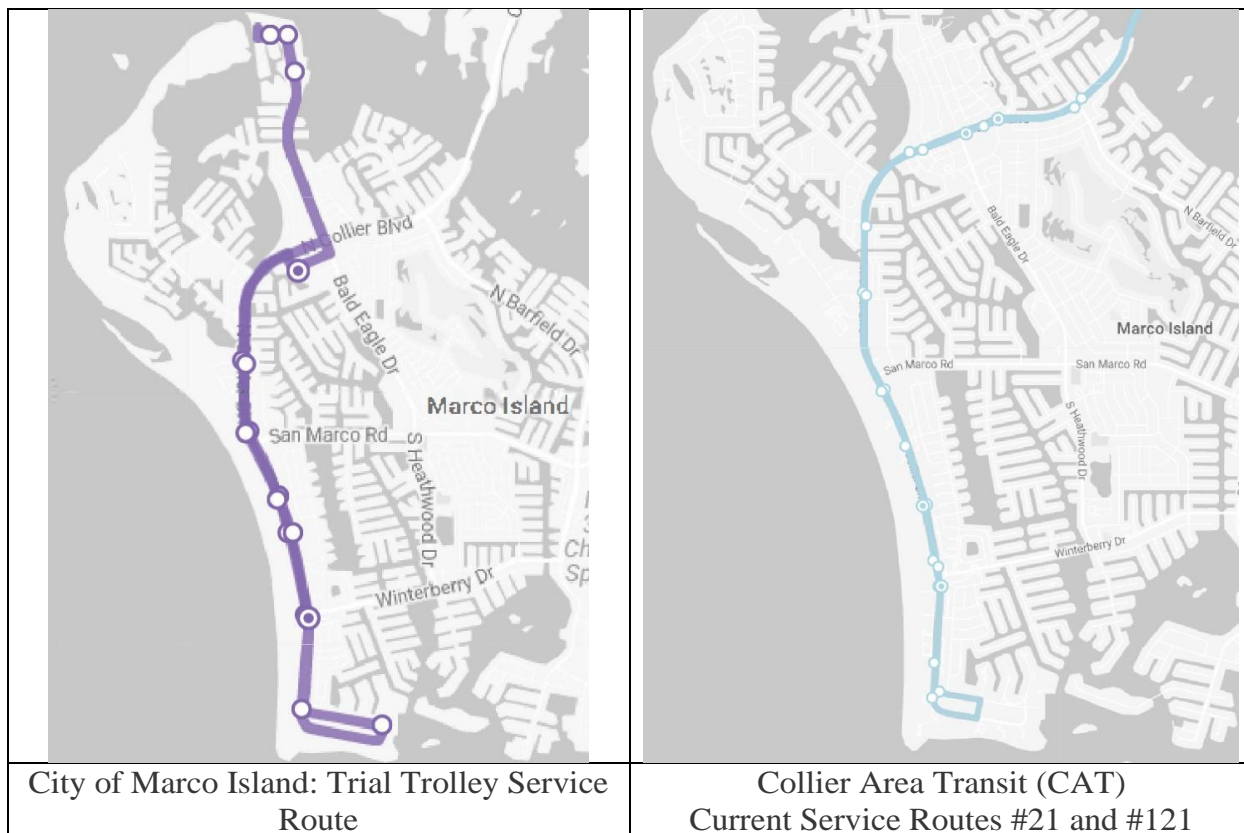
Approved as to form and legality:

Alan Gabriel, City Attorney

Attachments:

- Exhibit A – I.A. Service Route with Stops
- Exhibit B – I.A. Service Expense

Exhibit A: I.A. Service Area



Trial Trolley Service – Stops Locations:

Trolley Stops (southbound starting at Veteran’s Park to Caxambas)

1. Veteran’s Park
2. Collier Blvd. across from Joey’s/Doreen’s
3. Collier Blvd at Residents Beach
4. Collier Blvd at Madeira Public Beach Access
5. Collier Blvd at Winterberry Public Beach Access
6. Collier Blvd in front of Crystal Shores (pull-out)
7. Collier Blvd at South Beach Public Beach Access
8. Caxambas Park

Trolley Stops (northbound from Caxambas to Eddington)

9. Collier Blvd at Swallow
10. Collier Blvd across from Winterberry Public Beach Access
11. Collier Blvd across from Madeira Public Beach Access
12. Collier Blvd across from Residents Beach

13. Collier Blvd. at Joey’s/Doreen’s
14. Bald Eagle near ABC Liquor
15. Bald Eagle at Rose Marina
16. Corner Lee and Bald Eagle
17. Eddington St. (turn around)

Trolley Stops (southbound from Eddington to Caxambas)

18. Corner Lee and Bald Eagle
19. Bald Eagle across from Rose Marina
20. Corner of Bald Eagle and Collier Blvd.
21. Veteran’s Park
22. Collier Blvd. across from Joey’s/Doreen’s
23. Collier Blvd at Residents Beach
24. Collier Blvd at Madeira Public Beach Access
25. Collier Blvd at Winterberry Public Beach Access
26. Collier Blvd in front of Crystal Shores (pull-out)
27. Collier Blvd at South Beach Public Beach Access
28. Caxambas Park

Exhibit B – I.A. Service Expense

**City of Marco Island: Trolley Trial Service
January 4, 2025 through March 30, 2025
Monthly Operating Expense**

Month	Number of Service Days	Number of Service Hours Per Day	Service Rate Per Hour	Monthly Expense
January	28	20	\$ 118.00	\$ 66,080.00
February	28	20	\$ 118.00	\$ 66,080.00
March	30	20	\$ 118.00	\$ 70,800.00
Totals	86			\$ 202,960.00