

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

Blue Sheet No. 20040418

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve a request from the Cape Coral Chamber of Commerce and authorize the Chairman to Execute the agreement on behalf of the BOCC. Approve the closing of the Cape Coral Bridge on July 4, 2004 from Noon until 3:00 a.m. on July 5, 2004 to accommodate the Chamber's Red, White and Boom Celebration.

**WHY ACTION IS NECESSARY:** Approval of a bridge closure and the resultant loss of revenue requires BOCC approval.

**WHAT ACTION ACCOMPLISHES:** Allows the Chamber to proceed with the planning of their 4<sup>th</sup> of July Celebration.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT # 2**

*A9A*

**3. MEETING DATE:**

*04-20-2004*

**4. AGENDA:**

☒ **CONSENT**  
**ADMINISTRATIVE**  
**APPEALS**

☐ **PUBLIC**  
**WALK ON**  
**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*

☐ **STATUTE**  
☐ **ORDINANCE**  
☐ **ADMIN.**  
☐ **CODE**  
☒ **OTHER**

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** *Transportation*  
**C. DIVISION**

**BY:** *Scott M. Gilbertson*

**7. BACKGROUND:**

The Cape Coral Chamber of Commerce is planning a celebration for July 4<sup>th</sup>, 2004, the Red, White and Boom Celebration. They have determined that it would be beneficial to their purpose if the Cape Coral Bridge could be closed during the celebration. The purpose is to aid with traffic control. The Chamber has requested DOT to close the bridge from Noon on July 4, 2004 to 3:00 a.m. on July 5, 2004. The Chamber made a similar request in past years and the BOCC did approve the previous requests. The Chamber is not requesting permission to launch fireworks from the bridge. DOT agrees with the request and has prepared an Interlocal Agreement accordingly. The Chamber has executed the agreement, which is attached.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

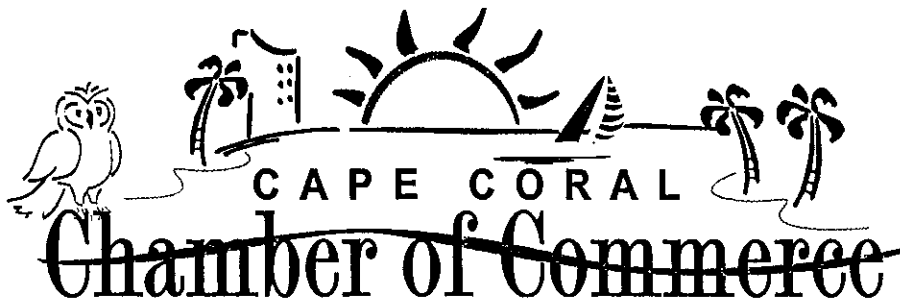
A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
<i>9/6/04</i> <i>[Signature]</i>	<i>[Signature]</i>	NA		<i>[Signature]</i> <i>[Signature]</i>	<i>OA</i> <i>4/7/04</i>	<i>OM</i> <i>4/7/04</i>	<i>Risk</i> <i>4/7/04</i>	<i>GC</i> <i>4/7/04</i> <i>[Signature]</i> <i>4.6-04</i>

**10. COMMISSION ACTION:**

☐ **APPROVED**  
☐ **DENIED**  
☐ **DEFERRED**  
☐ **OTHER**

Rec. by CoAtty
Date: <i>4/7/04</i>
Time: <i>9:15 am</i>
Forwarded To: <i>[Signature]</i>
<i>4/7/04</i>

RECEIVED BY
COUNTY ADMIN: <i>[Signature]</i>
<i>4/9/04 9:30 AM</i>
COUNTY ADMIN
FORWARDED TO: <i>[Signature]</i>
<i>4-9-04</i>
<i>2:20pm</i>



3/8/04

RECEIVED  
MAR 10 2004

Lee County Commissioner  
Attn. Bob Janes  
PO Box 398  
Ft. Myers, Fl. 33902-0398

Dear Commissioner Bob Janes,

The Chamber of Commerce of Cape Coral with the Cape Coral Rotary North Club would like to request the closure of the Cape Coral Bridge for the annual City of Cape Coral 4<sup>th</sup> of July Celebration. This event is to be held on Sunday, July 4<sup>th</sup>, 2004 from 4:00 PM until about 10:30 PM.

We would like to close the bridge at noon on Sunday, July 4<sup>th</sup>, 2004 if possible to give us an additional hour to prepare. Normally you allow us to close the bridge at 1:00 PM but the event has grown where we really need 4 hours to prepare for the crowd instead of usual three hours. We would reopen the bridge at approximately 2:00 AM on Monday, July 5, 2004.

We do not intend to shoot the fireworks using the bridge surface this year but to utilize those grassy areas along the side of Cape Coral Parkway as we have in the past.

We again plan to work with the City of Cape Coral so that they can do their 5K race as they did last year with about 200 runners over the bridge and back.

We thank you for your continued support.

Sincerely,

  
Mike Quaintance, President

cc: Scott Gelbert  
David Owen

**AGREEMENT BETWEEN LEE COUNTY AND CAPE  
CORAL CHAMBER OF COMMERCE REGARDING  
CLOSING CAPE CORAL BRIDGE FOR JULY FOURTH  
CELEBRATION**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between CAPE CORAL CHAMBER OF COMMERCE, a not-for-profit corporation, existing under the laws of the State of Florida and herein referred to as "CHAMBER", and LEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, and herein referred to as "COUNTY", and collectively, "the Parties" hereto.

**RECITALS**

**WHEREAS**, the Board of County Commissioners is the governing body in and for Lee County; and

**WHEREAS**, CHAMBER desires to hold a Fourth of July celebration in the year 2003 and close certain identified portions of Cape Coral Parkway for that celebration; and

**WHEREAS**, as part of the Cape Coral Parkway closing, the CHAMBER requests that the COUNTY close the Cape Coral Bridge for a determined period of time; and

**WHEREAS**, the Parties find that entering into this Agreement serves a public purpose, is to the public's benefit, and is in the public's interest.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions hereinafter set forth, CHAMBER and the COUNTY, intending to be legally bound, hereby agree as follows:

## **SECTION I**        **PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions under which the COUNTY will close the Cape Coral Bridge for certain Fourth of July activities by the public.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

## **SECTION II**        **AUTHORITY FOR AGREEMENT**

CHAMBER represents to the COUNTY that the execution and delivery of this Agreement has been duly authorized by all appropriate actions, has been executed and delivered by an authorized officer of the CHAMBER, and constitutes a legal, valid and binding obligation of the CHAMBER. The COUNTY represents to the CHAMBER that the execution and delivery of this Agreement has been duly authorized by an authorized officer of the COUNTY, and constitutes a legal, and binding obligation of the COUNTY.

## **SECTION III**        **SCOPE OF SERVICES**

The CHAMBER will be solely responsible for the planning and implementation of the Fourth of July celebration. The COUNTY will be responsible for the closing of the Cape Coral Bridge and portions of any ancillary (approach) roads to the Bridge.

## **SECTION IV**        **OPERATIONS AND MAINTENANCE**

The CHAMBER agrees and warrants to the COUNTY that the Cape Coral Bridge will not be used for any activities that are prohibited by County Ordinance(s) nor any activities that are not specifically authorized by the Lee County Board of County Commissioners. The CHAMBER will be responsible for clean up including street sweeping

to remove all roadway litter. The COUNTY will be responsible for and conduct all road closures associated with the closing of the Bridge.

#### **SECTION V**        **SAFETY**

The CHAMBER will make accommodations to address all requirements for EMS, law enforcement and/or fire/rescue vehicles to cross the Bridge during the event. The CHAMBER is responsible for and will contract with the appropriate law enforcement agency(ies) to provide officers and/or deputies to close the roads and maintain security on the Bridge for all approved CHAMBER activities. The CHAMBER will be solely responsible for all of these associated costs.

#### **SECTION VI**        **PERIOD OF AGREEMENT**

The closure of the Cape Coral Bridge facilities shall be effective from July 4, 2004, at 12:00 Noon eastern daylight time through 3:00 a.m. eastern daylight time.

#### **SECTION VII**        **ASSIGNMENT**

No assignment, delegation, transfer or novation of this Agreement or any part thereof shall be made, unless approved in writing by the CHAMBER and the COUNTY.

#### **SECTION VIII**        **NOTICES**

Any notices or other documents permitted or required to be delivered pursuant to this Agreement, shall be delivered to the COUNTY at the Office of the County Manager and to the CHAMBER, at the Office of the City Manager.

#### **SECTION IX**        **AMENDMENT**

This Agreement may only be amended in writing and duly executed by the CHAMBER and the COUNTY with the same formalities as this Agreement.

**SECTION X**      **CONSTRUCTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION XI**      **LIABILITY**

The CHAMBER shall defend, hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature which COUNTY may sustain, incur or be required to pay either by reason of the intentional or negligent acts or omissions occurring at or from this celebration to include all approved CHAMBER activities and/or from closing of the roads and Bridge.

The COUNTY will be liable for money damages in tort for any injuries to or losses of property, personal injury or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the COUNTY while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be revised or amended from time to time.

Additionally, the Chamber and its contract vendor for the fireworks display will provide insurance policies to the COUNTY in the amount of One Million Dollars (\$1,000,000.00) and Five Million Dollars (\$5,000,000.00) respectively, with the COUNTY named as an additional insured to provide coverage against personal injury and property damage resulting from the CHAMBER fireworks display.

**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 parties to this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the CHAMBER and the COUNTY have executed this Agreement on the day, month and year first written above.

Attest:  
CHARLIE GREEN,  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman

Approved as to Form:

\_\_\_\_\_  
County Attorney's Office

Carol J. Fuller  
Witness

CAPE CORAL CHAMBER OF COMMERCE

By: Michael D. Quintana

Claudia St. Oreg  
Witness

STATE OF  
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2004 by Michael Quintana, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Gloria J. Tate  
Notary Public  
Printed Name: GLORIA J. TATE



Gloria J. Tate  
MY COMMISSION # DD229667 EXPIRES  
September 14, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.