

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

Blue Sheet No. 20060257

1. REQUESTED MOTION:

ACTION REQUESTED: Approve a request from the Cape Coral Chamber of Commerce and authorize the Chairwoman to execute the agreement on behalf of the BOCC. Approve the closing of the Cape Coral Bridge on July 4th from Noon until 3:00 a.m. on July 5th to accommodate the Chamber's Red, White and Boom Celebration. The request will cover each year for the next 5 years, 2006 through and including 2010.

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 4th of July Celebration.

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

A9A

3. MEETING DATE:

04-04-2006

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 the July 4th Red, White and Boom Celebration. They have determined that it would be beneficial to their purpose of aiding with traffic control if the Cape Coral Bridge could be closed during the celebration. The Chamber has requested DOT close the bridge from Noon on July 4th to 3:00 a.m. on July 5th. The Chamber made a similar request in past years and the BOCC approved 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>[Signature]</i>		NA		<i>[Signature]</i>	OA RK 3/20	Risk 3/21/06	GC 3/21/06	<i>[Signature]</i> 3-17-06

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN: *[Signature]*
3-20-06
2:02
COUNTY ADMIN FORWARDED TO: *[Signature]*
3/23/06
3:00

Rec. by CoAtty
Date: 3/20/06
Time: 11:03 AM
Forwarded To: Co-21/06
3/20/06 11:00pm

RECEIVED

MAR 1 2006
DOT OPERATIONS

**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 _____, 2006, 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 and charter county 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 years 2006 through 2010 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 specified 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 **OPERATION 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. The CHAMBER will be solely responsible for all of these associated costs.

SECTION VI PERIOD OF AGREEMENT

This Agreement will be effective from its execution in 2006 until and including December 31, 2010.

The closure of the Cape Coral Bridge facilities shall be effective from July 4 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 about this celebration 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 amounts 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 fireworks display.

SECTION XI 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.

(Balance of Page Left Intentionally Blank)

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
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

CAPE CORAL CHAMBER OF COMMERCE

[Signature]
Witness

By: Michael Duvalance

[Signature]
Witness

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10th day of March, 2006 by Michael Duvalance, who is personally known to me or who has produced _____ as identification.

Shirley M. Rowden
Notary Public,
Printed Name: SHIRLEY M ROWDEN

