

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

Blue Sheet No. 20030294

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, 2003 from 1:00 p.m. until 3:00 a.m. 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 4th of July Celebration.

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

A9A

3. MEETING DATE:

04-08-2003

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 4th, 2003, 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 1:00 p.m. to 3:00 a.m. on July 4, 2003. The Chamber made a similar request in past years and the BOCC did approve the previous requests. DOT agrees with the request and has prepared an Interlocal Agreement accordingly. The Chamber has executed the agreement, which is attached.

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8. MANAGEMENT RECOMMENDATIONS: SEE PAGE 2

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>3/17/03</i> <i>[Signature]</i>	<i>N/A</i> <i>"No Cost"</i>			<i>S. Board</i> <i>3/18/03</i>	OA <i>RK 3/18</i>	OM <i>3/18</i>	Risk <i>28 3/18/03</i>	GC <i>3/18/03</i>	<i>[Signature]</i> <i>3.17.03</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: <i>3/18/03</i>
Time: <i>9:40 AM</i>
Forwarded To: <i>Cty Admin</i> <i>3-18-03 11:45</i>

RECEIVED COM <i>3-18-03</i> <i>11:30</i> PM
COUNTY ADMIN FORWARDED TO: <i>3/19 5:00</i>

BLUE SHEET #20030294 – RED WHITE & BOOM CELEBRATION

7. BACKGROUND (Continued):

As part of the Celebration, the Chamber has also requested that DOT permit them to launch a portion of the fireworks from the peak of the bridge. To minimize the potential for damage to the bridge structure, the Chamber is proposing to shoot the majority of the fireworks displays from the grassy area at the foot of the bridge, approximately 1000 shots. However, the Chamber is proposing to shoot the large shots, due to the clear distance that must be maintained from the display to the crowds, from a truck parked on the crest of the bridge, approximately 36 shells. However, DOT staff still has some concerns over the potential for a misfire. Risk Management also concurs with this concern.

8. MANAGEMENT RECOMMENDATIONS:

Recommend that the BOCC approve the closing of the bridge for the Red, White & Boom Celebration but do not permit the Chamber to use the bridge structure for any purpose, including the launching of fireworks.

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 _____, 2003, 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 OPERATION AND MAINTENANCE

The CHAMBER agrees and warrants to the COUNTY that the Cape Coral Bridge will not be used for any activities, i.e., vendors, pedestrian traffic, fireworks, advertising or any other activities that are prohibited by County Ordinance(s). 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**

The closure of the Cape Coral Bridge facilities shall be effective from July 4, 2003, at 1:00 p.m. 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.

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

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

CLERK

By: _____
Chairman

Approved as to Form:

County Attorney's Office

CAPE CORAL CHAMBER OF COMMERCE

Witness

By: _____

Witness

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002 by _____, who is personally known to me or who has produced _____ as identification.

Notary Public
Printed Name: _____