

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

Blue Sheet No. 20030523

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. (July 5, 2003) 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**

C9B

3. MEETING DATE:

05-20-2003

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:

On April 8, 2003 the BoCC approved a Blue sheet, #20030294, allowing for the closing of the Cape Coral Bridge to permit the Cape Coral Chamber of Commerce to hold their Red, White & Boom celebration and to permit them to shoot a limited portion of the fireworks display from the bridge. Subsequent to that date, but prior to executing the agreement, the City of Cape Coral requested permission to run a foot race across the bridge during the Red, White & Boom celebration. The agreement has been revised to permit that additional request. Staff concurs with the approval of the race.

CONTINUED ON PAGE 2

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>4/29/03</i>	<i>N/A</i>			<i>[Signature]</i>	OA	OM	Risk	GC	<i>[Signature]</i>
<i>[Signature]</i>				<i>4/29/03</i>	<i>RK 4/29</i>	<i>4/30/03</i>	<i>JS 4/30/03</i>	<i>4/30/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *4/29/03*
Time: *2:05 pm*
Forwarded To: *Budget*
4/29/03 3:30pm

RECEIVED BY
COUNTY ADMIN. *RK*
4/29/03
COUNTY ADMIN.
FORWARDED TO: *OS*
4/29/03

BLUE SHEET #20030523- RED WHITE & BOOM CELEBRATION

7. BACKGROUND (Continued):

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. on July 4, 2003 to 3:00 a.m. on July 5, 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.

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.



City of Cape Coral

April 22, 2003

Mike Quaintance, President
Chamber of Commerce
2051 Cape Coral Parkway, E
Cape Coral, Florida 33904

Re: Red, White and Boom

Dear Mr. Quaintance:

The Cape Coral City Council voted unanimously at our April 21, 2003 Council meeting to support your request to the Lee County Board of Commissioners to shoot fireworks off of the Cape Coral Bridge during the Chamber of Commerce's Fourth of July Celebration, Red, White and Boom.

This event has been a huge success in the past, and I know this year's celebration will have the potential to surpass the prior years' events in both attendance and enjoyment especially when the fireworks will be shot from a higher elevation

Cordially yours,

Arnold E. Kempe,
Mayor

AEK/gs

Cc: Lee County Board of Commissioners

**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 **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, 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 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

CAPE CORAL CHAMBER OF COMMERCE

Julie A. Connelley
Witness

By: Michael D. Quaintance

Henry B. ...
Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 25th day of April, 2003 by MICHAEL D. QUAINANCE, who is personally known to me or who has produced na as identification.



Julie A. Connelley
Commission # CC 916337
Expires April 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc

Julie A. Connelley
Notary Public
Printed Name: JULIE A CONNELLEY