



EVENT PERMIT

Ordinance 17-08



HOOTER'S RIVER, ROOTS & RUTS

PERMIT NUMBER: TMP2019-00386

Date(s) of Event: JANUARY 5, 2020 FROM 6:00AM UNTIL 12:00PM

Property Owner: TIITF/COUNTIES

Applicant: JOHN RINKENBAUGH
239-225-0234

Description: 10 MILE TRAIL RACE LIMITED TO 350 PARTICIPANTS PLUS A 5K FUN RUN ON
JANUARY 5, 2020 FROM 6:00AM UNTIL 12:00PM

Location of event: 19130 N RIVER RD, ALVA, FL 33920
CALOOSAHATCHEE REGIONAL PARK

Will the event be attended by 1000 or more people ? No

Will the event be held on County Owned Property ? Yes

Will there be alcohol consumed or sold at the event ? No

Will a bond be posted for this event ? No

Permit Conditions:

- * Applicant must meet all event application requirements, including requirements of the sign-off agencies.
- * The premises is to be left in the same condition as it was prior to the event.
- * The permit is to be readily available for inspection during the entire event.
- * If this approval includes the sale or consumption of alcoholic beverages, no alcoholic beverages may be consumed 1 1/2 hours prior to the conclusion of the event and vacating the facility/property.

Board of County Commissioners
Lee County, Florida


County Manager

Date

12-12-19



Lee County
Southwest Florida

Event Application

Special Event

Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

HOOTER'S RIVER, ROOTS, & RUTS

TMP 2019-00386

Lee County Event Permit Application



Event Application

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ PERMIT TO SELL AND CONSUME ALCHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

Section I - GENERAL INFORMATION (All Permit Types)	
Title of Event / Name of Production	Hooter's River, Roots & Ruts
Date(s) of Event / Production:	Sunday, January 5, 2020
Location(s) of Event:	Caloosahatchee Regional Park, 19130 N. River Road
Name of Applicant:	John Rinkenbaugh/Fort Myers Track Club
Applicant Address:	Box 60131 Fort Myers, FL 33906-6131
Applicant Phone Number:	239-225-0234
Contact Person: (If different from applicant)	
Contact Phone Number: (If different from applicant)	
Email Address:	johnrink@comcast.net
Estimated Attendance:	400
Event Description: Include each activity, when activities take place, etc.	10 mile trail race limited to 350 participants plus a 5K fun run
Hours of Operation:	6:00 a.m. to Noon set up and clean up time included
STRAP # of Parcel:	20-43-27-00-00001.0060
Owner of Premises*:	Lee County

*Notarized statement from the property owner specifically consenting to the proposed use required.

Lee County Event Permit Application



Fill out the following questions for all permit types:

What is the Zoning Classification of the premises? park

Are any temporary structures to be installed for the event? ☐ Yes ☒ No Type: _____

Do you have the appropriate permits for the temporary structures? ☐ Yes ☐ No

* For a 'Special Event' and 'Use of County Property' permit, submit a site plan with all proposed facilities and activities identified, including all parking areas.

Insurance Company Insuring the Event: Road Runners Club of America

Note: Certificate of Insurance must be submitted at time of application

Surety Company Bonding this Event (Name and Address): _____

<p>Will Vehicles be Used as Part of This Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, automobile coverage must be included on the certificate of insurance.</p>	<p>Will Food be Available at this Event?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, products liability coverage must be included on the certificate of insurance.</p>	<p>Will Alcoholic Beverages be served/consumed at this Event?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, liquor liability coverage must be included on the certificate of insurance.</p>
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Name & Address of Organization
Providing Food:

Fort Myers Track Club P.O. Box 60131 Fort Myers, FL 33906-6131

Type of Food being Served: Bagels, cookies, chicken wings, fruits

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Fort Myers Track Club

Fill out this portion for applications for Solicitation in the County Rights-of-Way:

Name of Charity: _____

Address of Charity: _____

Phone Number: _____

Non-profit certificate/registration number: _____

(Proof of registration with the Dept. of Agriculture & Consumer Services \$496.405 or proof the organization is exempt from this requirement. \$316.2045)

Section III - SALE/CONSUMPTION OF ALCHOLIC BEVERAGES PERMIT

Is alcohol being sold/consumed on County Property?

☐ Yes

☒ No

If Yes, then a "Lee County Alcohol Permit" is required. Only non-profit organizations can sell alcohol on County Property.

Non-profit certificate/registration number: _____

(Required if alcohol is to be SOLD at the event)

Please note: A permit from the State of Florida Division of Alcoholic Beverages and Tobacco may also be required; please call (239) 344-0885 for further details



Section IV - FILM / VIDEO / PHOTOGRAPHY PERMIT

Type of Production (choose all that apply):

- | | | | |
|--|---|--|---------------------------------------|
| <input type="checkbox"/> TV Movie or Special | <input type="checkbox"/> TV Series / Pilot | <input type="checkbox"/> TV Commercial | <input type="checkbox"/> Still Photos |
| <input type="checkbox"/> Public Service Announcement | <input type="checkbox"/> Industrial / Documentary | <input type="checkbox"/> Other: _____ | |

Will any of the following be needed or included*?

- | | | |
|--------------------------------|------------------------------|-----------------------------|
| Street Closure | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Traffic / Crowd Control | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Fire or Burning | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Explosives or Pyrotechnics | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Animals, Large or Small | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Construction of Any Kind | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Large and/or Numerous Vehicles | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Helicopters, Boats, etc. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Stunts | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* For any marked Yes, provide further details below:

Special Parking Requirements:

City or County Services Required: (Personnel, equipment, facilities, etc.)

The following information is required for local and state records on production in Florida to track the economic impact of the industry. If exact figures are not available, please estimate as closely as possible.

Number in Cast: _____ Number in Crew: _____ Number of locals hired: _____

Total budget: _____ Estimate amount spent in Lee County: _____

Hotel room nights: _____ Number of shooting days: _____

number of rooms x number of nights



SECTION I - SAFETY

The Applicant agrees to provide adequate traffic and crowd control, emergency medical services and any other items, at the Applicant's expense, required by Lee County to protect the health, safety and welfare of the public. Lee County shall have the power to review the proposal and require, as necessary, detailed plans, diagrams, and explanations to clearly outline to Lee County, exactly what the Applicant is proposing.

SECTION II - INSURANCE

The Applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by Lee County Risk Management to protect against damages or other claims arising from use of County property by the applicant or its guests. Other limits may also be established by Lee County Risk Management for events which will be serving or consuming alcoholic beverages at approved County property. The insurance policy must also include coverage for Applicant's contingent liability on damages, claims or losses. "Lee County Board of County Commissioners" must be named as "additional insured" on the Certificate of Insurance, and the Certificate must be delivered to Lee County prior to Applicant's use of the property. The Insurance may not be canceled during the term of the event, if this occurs, the County has the right to revoke approvals related to use of the County property for the event, without recourse by the applicant.

SECTION III - INDEMNIFICATION

The Applicant agrees to indemnify, release and save harmless Lee County against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about said Lee County property or any building or structure appurtenant thereto or equipment thereof during the term of this Permit, or arising during such term from any act of negligence of the Applicant, Applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said Lee County property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

For film permit applicants: The permittee shall have on-site a responsible representative empowered with authority over the filming director, filming crews, participants and filming operation. Permittee shall indemnify, defend and hold harmless the county, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind arising out of or occurring during the activities of the permittee, and resulting or occurring from any negligent act, omission or error of permittee, resulting in or relating to injuries to body, life, limb or property sustained in, about or upon the permitted premises or improvement thereto, or arising from the use of the premises.

SECTION IV - DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES

The Applicant agrees to accept the County property on possession as being in a satisfactory state of repair and in sanitary condition.

The Applicant must surrender the premises to Lee County in the same condition as when Applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. Applicant agrees to remove all business signs or symbols placed on the premises by the Applicant before redelivery of the premises to Lee County, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. Applicant agrees to clear the Lee County property of litter at the close of the event.

Applicant Agreement - Signature Required



SECTION V - AGREEMENT

The Applicant agrees that Lee County can, at its sole discretion, terminate and cancel its permit to use Lee County property at any time without prejudice. Applicant further agrees to waive, release, save and hold harmless Lee County from any and all claims, demands or cause of actions based upon Lee County's cancellation or termination of said permit.

The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

The applicant does acknowledge and hereby affirms that any and all information is accurate to the best of his/her knowledge.

John Rinkenbaugh

Signature of Applicant

Witness

John Rinkenbaugh FMTC race dir.

Print Name of Applicant and Title

Print Name of Witness

11-14-19

Date

Date

Lee County Event Permit Application



LEE COUNTY SHERIFF'S DEPARTMENT
14750 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33912
(239) 477-1199

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

Parking for the event will be in authorized areas only. Right-of way must not be impeded.

Deputies (How Many?):

One (1) deputy required for traffic control on N River Rd at the Campground Emergency Access Rd

Fee for Services:

Contact LCSO Details Unit 239-477-1199 to arrange detail paperwork and pre-payment.

Special Arrangements:

It is understood by this office that with the exception of the crossing at N River Rd at the Campground Emergency Access Rd, the race will be held on the grounds of the Caloosahatchee Regional Park. This crossing is the only time that the participants will be outside of the confines of the park.

Print Name:

Steven Brady

Signature:

Steven J Brady

Title:

Special Operations Division

Date:

12-3-19

Lee County Event Permit Application



FIRE DEPARTMENT

*The Fire Department serving the area where the event is to be held signs this form.
Please see User's Guide for contact information and Fire District Map.*

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Fire Guards (How Many?)	na
Fee for Services:	na
Flammable Vegetation:	na
First Aid Equipment:	na
Fire Extinguishing:	na
Special Arrangements:	na

Print Name: Brandon Kuhn

Signature:

Title:

chief

Date:

9/12/2019

**Lee County Event Permit Application****EMERGENCY MEDICAL SERVICES / PUBLIC SAFETY****2000 Main St., Suite #100****FORT MYERS, FL 33901****(239) 533-3911***Check the appropriate box(es) below:*

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Treatment Facilities:

None necessary.

Medical Personnel:

None necessary.

Medical Supplies /
Equipment:

None necessary.

Safety Requirements:

No additional precautions necessary.

Fee for Services

Not applicable.

Special Arrangements:

Please call 911 in the event of an emergency. To arrange special event coverage, contact our office at 239 533-3911.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
DN: cn=Douglas B. Higgins, ou=Lee County Emergency Medical Services, ou=Lee County Public Safety,
ou=Division Chief, Special Operations and Support Services, email=dhiggins@leegov.com, c=US
Date: 2019.12.11 11:44:34 -0500

Title: Division Chief

Date: December 11, 2019

Lee County Event Permit Application



DEPARTMENT OF TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FL 33901
(239) 533-8580

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Parking:

Park in designated areas. No event parking on Lee County maintained road rights-of-way.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

None.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller
Date: 2019.11.15 07:36:43 -05'00'

Title: Senior Project Manager

Date: November 15, 2019

Hooter's River, Roots + Ruts / CRP / January 5, 2020

Lee County Event Permit Application



LEE COUNTY PARKS AND RECREATION
3410 PALM BEACH BOULEVARD
FORT MYERS, FLORIDA 33916
(239) 533-7275

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
☒ USE OF COUNTY PROPERTY PERMIT
☐ PERMIT TO SELL AND CONSUME ALCOHOLIC BEVERAGES WITHIN LEE COUNTY FACILITIES
☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Illumination:

None. The event is during the daylight hours.

Parking Areas:

All parking will be in the north parking lot, a small section of management area #3 directly north of the parking lot and along the 1st Section of the horse trail called Sunburn Meadow. Volunteers parking cars will need to wear safety vest at all times. Ensure fire lanes are not obstructed, so emergency vehicles have access at all times.

Special Arrangements:

1 port-o-let required per 50 participants, obtain and pay for port-o-lets by contacting the company of your choice. All trash, course markings are to be picked up, removed and disposed of in the dumpster located at the campground at the conclusion of this event. Set up for the event may start after 12pm the day prior to the event. Only 1 camper or tent may be placed in the Sunburn Meadow parking area for security during the set up, race day and clean up of the event. No loud speakers before 10am.

Print Name: Kimberly Garrett

Signature: Kimberly Garrett

Digitally signed by Kimberly Garrett
Date: 2019.11.14 15:55:00 -05'00'

Title: Administrative Manager

Date: November 14, 2019

Lee County Event Permit Application



LEE COUNTY RISK MANAGEMENT
COUNTY ADMINISTRATION BUILDING - 4TH FLOOR
2115 SECOND STREET
FORT MYERS, FLORIDA 33901
(239) 533-2221

Check the appropriate box(es) below:

- ☐ SPECIAL EVENT PERMIT
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☐ FILM PERMIT

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Insurance Requirements:

Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence to protect against bodily injury and/or property damage relative to applicants use of aforementioned event within Lee County.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

Title:

Risk Program Manager

Date:

November 14, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Rd Ste 103 Fort Wayne IN 46845	CONTACT NAME: Margaret Mayers PHONE (A/C, No, Ext): (260) 338-2925 E-MAIL: mmayers@insmgt.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (765) 664-0761 NAIC # 11991 66869
INSURED Road Runners Club of America/2020 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209		

COVERAGES

CERTIFICATE NUMBER: 2020 \$1M A.I.

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008194100	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse and Molestation \$ 500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008194100	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031001200	12/31/2019	12/31/2020	Excess Medical \$10,000 AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 01/05/20 Hooters River, Roots & Ruts Trail Run INSURED RRCA CLUB/EVENT MEMBER: Fort Myers Track Club, Alt'n: JeAnne Hertel, PO Box 60131, Fort Myers, FL 33906 Processed by VE

OK 11/14/2019

CERTIFICATE HOLDER

CANCELLATION

01/05/20 Lee County Board of County Commissioners PO Box 393 Fort Myers FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSURED Road Runners Club of America/2020 and Its Member Clubs 1501 Lee Highway Suite 140 Arlington VA 22209	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: Nationwide Life Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
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Lee County Event Permit Application



LEE COUNTY VISITOR & CONVENTION BUREAU
2201 SECOND STREET, SUITE 600
FORT MYERS, FLORIDA 33901
(239) 338-3500

Check the appropriate box(es) below:

☐ FILM PERMIT ONLY

AFTER REVIEWING THE APPLICATION, PLEASE INDICATE BELOW WHAT ARRANGEMENTS YOUR ORGANIZATION WILL REQUIRE THE APPLICANT TO COMPLY WITH FOR THEIR EVENT.

Special Arrangements:

No filming noted.

Other:

Approved

Print Name: Mirlam Dotson

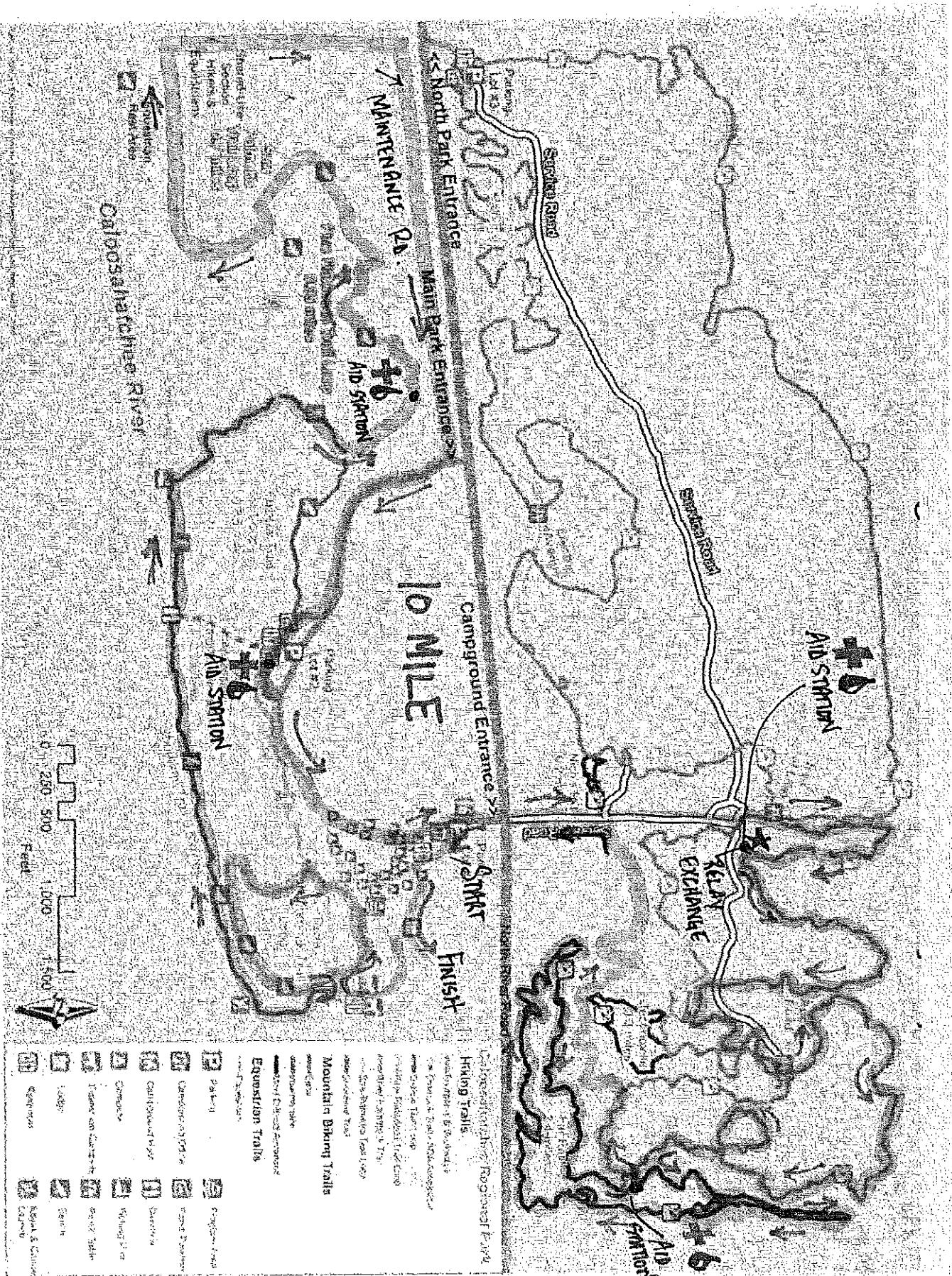
Signature:

Title:

Communications Manager

Date:

11/18/2019





AGREEMENT FOR EXTRA-DUTY DETAIL SERVICES

This Agreement for **Extra-Duty Detail Services** ("The Agreement" or "Agreement"), effective upon the date of LCSO's signature, is made by and between Sheriff Carmine Marceno, in his official capacity as Sheriff in and for Lee County, Florida and the Lee County Sheriff's Office (hereinafter "LCSO"), and FI Myers Track Club, (hereinafter "Entity"), and collectively as "the parties", hereby agree as follows:

WITNESSETH:

WHEREAS, Entity plans to engage in an event as set forth, and at a location set forth, in Exhibit A and desires, as a security measure, a law enforcement presence at said event; and

WHEREAS, the LCSO is willing to provide law enforcement personnel, acting in an extra-duty detail capacity, to provide services described herein and set forth in Exhibit A while wearing LCSO uniforms, utilizing LCSO vehicles, and other LCSO property; and

WHEREAS, Exhibit A attached hereto is a material part of the Agreement and is incorporated and merged as if fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Authority.**

The Entity expressly represents it or they are legally authorized to bind the Entity. The Entity fully comprehends and acknowledges the LCSO is acting in reliance on this, as well as other representations the Entity has made to members of the LCSO. The Entity further expressly represents that it or they has/have acquired all necessary applicable permits to engage in the event for which they are requesting LCSO law enforcement personnel as set forth in **Exhibit A**.

2. **Description and Schedule of Event.**

The description of the event, including the time, place, and duration, are set forth in Exhibit A, which is attached hereto and incorporated as if full set forth herein.

3. **Term of Agreement.**

The term of this Agreement shall begin on the first day of the event and terminate on the last day of the event as set forth in Exhibit A.

4. **Assessment of Security Needs and Authority Retained by LCSO.**

The Entity understands and consents to the LCSO conducting an assessment of the security needs of the Entity for the event location set forth in Exhibit A. The Entity understands the assessment of the referenced security needs by the LCSO is conducted by the LCSO, at their sole and absolute discretion, to allow LCSO to determine the minimum number of extra-duty detail law enforcement personnel adequate for the event. The Entity acknowledges the assessment of security needs by LCSO as set out herein does not constitute a representation, promise, guarantee or warranty by LCSO that LCSO will be able to supply the minimum number of off-duty or extra-duty detail law enforcement personnel which LCSO determines are required.

The Entity understands the extra duty detail services provided to the Entity are intended to offer an immediate presence of uniformed, sworn law enforcement personnel and to, by their presence alone, serve to potentially deter unruly or unlawful behavior. The Entity fully understands and accepts that by LCSO providing extra duty detail services pursuant to this Agreement LCSO is not assuming any duties of protection or care to any persons who may or may not be present at the location of the event as set forth in Exhibit A. The Entity acknowledges the extra-duty detail services provided by LCSO are merely to serve as a supplement to other measures and/or care provided or taken by the Entity and the Entity specifically DOES NOT expect or rely on LCSO to exclusively assume any duties of care.

5. **Scheduling and Command.**

The primary duties and essential functions of law enforcement personnel providing extra-duty detail services shall be as assigned by LCSO command.

The selection and scheduling of the law enforcement personnel providing extra-duty detail services shall be in accordance with the practices and policies of LCSO.

6. **Termination of Agreement.**

As set forth in Exhibit A.

7. **Compensation.**

As set forth in Exhibit A.

8. **Independent Relationships.**

The parties to this Agreement are solely independent of each other and are contracting with each other for the sole purpose of the obligations set forth in the Agreement. Nothing in this Agreement shall create a partnership, joint venture, agency, or employer/employee relationship. Neither party may make, or undertake, any commitments or obligations on behalf of the other.

9. **Waiver of Terms and Conditions.**

The failure of LCSO to insist on any one or more instances of performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as having waived any such terms, conditions, rights or privileges of the Agreement, and the same shall continue and remain in force and effect.

10. **Severability.**

It is the intention of the parties that this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

11. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights, claims, obligations, or duties to any third party not a signatory to this Agreement.

12. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

13. **Binding Effect.**

This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Entity or the LCSO, as applicable.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to conflict of laws. The exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Lee County, Florida.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

Any conflict in the terms of this Agreement shall be construed in favor of LCSO.

17. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

18. **Indemnification.**

The Entity agrees to indemnify and hold harmless LCSO, and its employees, volunteers, and agents for and from any and all claims (direct or derivative), damages, costs, expenses, demands of whatsoever kind or nature, and causes of action, arising from or related to the Entity's performance, nonperformance, action(s), omission(s), or failure to act related to any duty or obligation imposed upon LCSO pursuant to the Agreement. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the Entity. Further, the Entity shall require all their insurance carriers, with respect to all insurance policies to which they are a party, to waive all rights of subrogation against LCSO incidental to the extra-duty detail service described herein.

19. **Sovereign Immunity.**

Nothing herein contained in this Agreement is intended, nor shall be construed, to waive any of the limitations of liability and other defenses provided by sovereign immunity and the strict financial limitations set forth in Florida Statute 768.28.

20. **Extra-Duty Detail Indemnification.**

Nothing contained in this Agreement shall in any way limit or impeded application of the indemnification language in Florida Statute 30.2905.

21. **Recitals/Entire Agreement.**

The recitals above are incorporated herein as if fully restated. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

ENTITY

Ft Myers Track Club

PO Box 60131, Ft Myers FL 33906

By: 

Print Name: John Pinkenbaugh

Date: 12-5-19

CARMINE MARCENO, SHERIFF O/BO/
THE LEE COUNTY SHERIFF'S
OFFICE

By: 

Sheriff/Designee

Print Name: Steven Brady

Date: 12-6-19

Carmine Marceno
Sheriff



State of Florida
County of Lee

"Proud to Serve"

Exhibit A
Detail Request Form

Please fill out the Extra Duty Request form attached to this document completely. All details are a minimum of four (4) hours with the exception of boat details which are a minimum of six (6) hours and a half hour drive time to and from the detail location. When five (5) or more deputies are assigned to an event, a supervisor with the rank of Sergeant or above will be assigned at an upgraded hourly charge. Depending on the type of event or crowd size, it will be at the discretion of the Sheriff's Office to determine the number of deputies needed.

The current detail rates are:

Security	\$48/hr	Traffic	\$58/hr
Funeral Escort	\$48/hr	Security Supervisor	\$58/hr
Escort	\$48/hr	Traffic Supervisor	\$68/hr
Boat	\$48/hr	Civil Stand-by	\$68/hr
Holiday/Last Minute	\$68/hr	Prisoner Transport	\$68/hr


Details are charged a \$15 per deputy vehicle rate (when applicable).
All boat details are charged a \$20 per hour boat rate (when applicable).

Extra Duty Details will not be provided to any person, firm or organization whose members, business or operations are of questionable nature; or for any event that will discredit the assigned Deputy, Sheriff's Office or County. The Sheriff's Office reserves the right to cancel the detail without notice and to recall the deputy(s) when necessary for community safety without penalty.

The Lee County Sheriff's Office will be the only armed personnel at any event where the detail is taking place. Any private security company that is hired to work alongside the Sheriff's Office will be a reputable, licensed and insured company whose employees are State D licensed unarmed security guards. Proof of the signed contract with private security company will be required.

In order to cancel a detail, notice must be given to the Detail Coordinator twenty-four (24) hours prior to the start of the detail either by phone or email. If the cancellation is less than twenty-four (24) hours, a four (4) hour charge per deputy will be billed. In the case of weather, notice of cancellation must be received within two (2) hours of the starting time otherwise a two (2) hour charge per deputy will be billed. In the event of a cancellation after business hours, please call 239-477-1000 and ask to have the on-call Detail Coordinator call you.

Unless otherwise specified, full payment of all details must be received one (1) week prior to the start of the event in the form of a cashier's check, money order, business check or cash. The Lee County Sheriff's Office does not accept credit cards or personal checks. **Payments can be sent to: The Lee County Sheriff's Office 14750 Six Mile Cypress Pkwy., Fort Myers, FL 33912 ATTN: Details Unit.**

LEE COUNTY SHERIFF'S OFFICE USE ONLY			
Total Deputy(ies) <u>1</u>	Total Hours <u>4</u>	Rate per Hour <u>\$58</u>	Vehicle Rate <u>\$15</u>
Supervisory Deputy(ies) _____	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
Entry <u>[Signature]</u>			



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14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000

Detail Request Form - continued

LCSO Details Main Phone Number: 239-477-1199		
Vendor Information		
Business Name: <u>Ft Myers Track Club</u>		
Street: <u>PO Box 60131</u>		
City: <u>Ft Myers</u>	State: <u>FL</u>	Zip Code: <u>33906</u>
Business Contact: <u>John Rinkenbaugh</u>		Phone: <u>239-225-0234</u>
Email Address: <u>johnrink@comcast.net</u>		
Event Information		
Detail Location: <u>Caloosahatchee Regional Park</u>		
Street: <u>19130 N River Rd</u>		
City: <u>Alva</u>	State: <u>FL</u>	Zip Code: <u>33920</u>
Contact During Event: <u>John Rinkenbaugh</u>		Phone: <u>239-225-0234</u>
Event Date: <u>1/5/20</u>		Event Time: <u>745a-1145a</u>
Anticipated Crowd Size: <u>300+</u>		Type of Event: <u>17th Annual River Roots & Ruls Run</u>
Additional Security Working Detail: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, how many? _____		
Permits Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Alcohol Served: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Detail Information		
Security <input type="checkbox"/>	Traffic <input checked="" type="checkbox"/>	Prisoner Transport <input type="checkbox"/>
Escort <input type="checkbox"/>	Holiday <input type="checkbox"/>	Funeral Escort <input type="checkbox"/>
Last Minute <input type="checkbox"/>	Stand-by <input type="checkbox"/>	
Marked Vehicle <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Unmarked Vehicle <input type="checkbox"/> Yes <input type="checkbox"/> No	
Uniformed Deputy <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Plain Clothes Deputy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Detail Description: Traffic control on N River Rd at the Campground Emergency Access Rd while runners make their way through race course on both sides of the park. Deputy will be out of the vehicle, stopping traffic in both directions to allow runners to cross. If the detail ends early, 4 hr min will apply. Cost for the 4 hr min is \$247		



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Carmine Marceno
Sheriff



State of Florida
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"Proud to Serve"

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Enlist 			



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Email Address: <u>johnrink@comcast.net</u>		
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