



# EVENT PERMIT

Ordinance 17-08



## SANIBEL EASTER SUNRISE SERVICE

**PERMIT NUMBER:** TMP2020-00068

**Date(s) of Event:** APRIL 12, 2020 FROM 1:30AM UNTIL 8:00AM

Property Owner: LEE COUNTY

Applicant: JUDY BOLING  
239-309-8735

Description: EASTER SUNRISE SERVICE FOR SANIBEL COMMUNITY CHURCH WITH  
PRAISE BAND AND MINISTRY WITH TEEN CHALLENGE ON APRIL 12, 2020  
FROM 1:30AM UNTIL 8:00AM

Location of event: 19500 SANIBEL CSWY, FORT MYERS, FL NA  
**SANIBEL CAUSEWAY "A"**

Will the event be attended by 1000 or more people ? Yes

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

3-3-2020



**Lee County**  
*Southwest Florida*

## Event Application

Special Event

Use of  
County  
Property

Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

SANIBEL EASTER SUNRISE SERVICE TMP2020-00068



# 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)

<b>Title of Event / Name of Production</b>	Easter Sunrise Service
<b>Date(s) of Event / Production:</b>	April 12, 2020
<b>Location(s) of Event:</b>	Sanibel Causeway
<b>Name of Applicant:</b>	Sanibel Community Church
<b>Applicant Address:</b>	1740 Periwinkle Way Sanibel, FL 33957
<b>Applicant Phone Number:</b>	(239) 472-2684
<b>Contact Person:</b> (If different from applicant)	Judy Boling
<b>Contact Phone Number:</b> (If different from applicant)	(239)309-8735
<b>Email Address:</b>	judy@sanibelchurch.com
<b>Estimated Attendance:</b>	1500
<b>Event Description:</b> Include each activity, when activities take place, etc.	Easter Sunrise Service Praise Band Ministry with Teen Challenge
<b>Hours of Operation:</b>	1:30 am set-up Event 5:30 am - 8:00 am
<b>STRAP # of Parcel:</b>	09462300000020090
<b>Owner of Premises*:</b>	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? \_\_\_\_\_

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

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: GuideOne Insurance Company

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

Surety Company Bonding this Event (Name and Address): \_\_\_\_\_

Will Vehicles be Used as Part of This Event?

☒ Yes ☐ No

If yes, automobile coverage must be included on the certificate of insurance.

Will Food be Available at this Event?

☒ Yes ☐ No

If yes, products liability coverage must be included on the certificate of insurance.

Will Alcoholic Beverages be served/consumed at this Event?

☐ Yes ☒ No

If yes, liquor liability coverage must be included on the certificate of insurance.

Name & Address of Organization  
Providing Food:

Sanibel Community Church

Type of Food being Served: Coffee & Donuts

### Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Sanibel Community Church

**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: 85-8012668824C-6 Exemption Category -501(C) organization

(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



## Lee County Event Permit Application



### 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 checked="" type="checkbox"/> Other: <u>Easter Sunrise Service</u> |                                       |

Will any of the following be needed or included\*?

Street Closure	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Traffic / Crowd Control	<input checked="" 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Large and/or Numerous Vehicles	<input checked="" 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:

Stage

Special Parking Requirements:

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

Traffic Control

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: <u>NA</u>	Number in Crew: <u>NA</u>	Number of locals hired: <u>NA</u>
Total budget: <u>NA</u>	Estimate amount spent in Lee County: <u>NA</u>	
Hotel room nights: <u>NA</u> <small>number of rooms x number of nights</small>	Number of shooting days: <u>NA</u>	



## **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.



## Lee County Event Permit Application



### 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.

  
Signature of Applicant

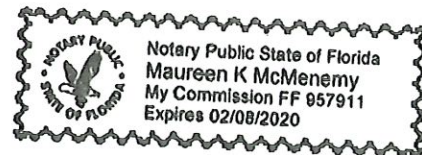
Shelton Gwaltney  
Print Name of Applicant and Title

2-6-2020  
Date

  
Witness

Maureen K. McMenemy  
Print Name of Witness

2-6-2020  
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?):

Two (2) deputies for traffic control to assist throughout the area to keep traffic from backing up and participants safe.

Fee for Services:

Contact Details Unit 239-477-1199

Special Arrangements:

Any amplified sound should adhere to Lee County Noise Ordinances.

Print Name:

Steven Brady

Signature:

Steven Brady

Title:

Special Operations Division

Date:

2-13-20



## 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?)

no fire guards required

Fee for Services:

no fee for services

Flammable Vegetation:

N/A

First Aid Equipment:

911 - Lee county EMS

Fire Extinguishing:

No special extinguishing equipment required

Special Arrangements:

Print Name: Edward Steffens

Signature:

Title:

Division Chief / Fire Marshal

Date:

02-26-2020

## 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?)

N/A

Fee for Services:

N/A

Flammable Vegetation:

N/A

First Aid Equipment:

N/A

Fire Extinguishing:

N/A

Special Arrangements:

N/A

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SANIBEL FIRE/RESCUE DIST.**

**FIRE PREVENTION DIVISION**

**REVIEWED**

2-19-20

**FIRE OFFICIAL**

**DATE**





## 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, o=Lee County Emergency Medical Services, Lee County Public Safety  
ou=Division Chief, Special Operations and Support Services, email=dhiggins@leegov.com, c=US  
Date: 2020.02.26 11:51:45 -0500

Title: Division Chief

Date: February 26, 2020

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 as directed by Parks & Recreation. At a minimum, No event parking within fifteen (15) feet of the Sanibel Causeway edge of pavement.
Ingress and Egress:	Use all established means of ingress and egress.
Special Arrangements:	Shall use Lee County Sheriff's Office for assistance with traffic control.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller  
Date: 2020.02.17 09:19:25 -05'00'

Title: Senior Project Manager

Date: February 17, 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:

Directional and event set up lighting is needed for pre-dawn hours.  
Lighting should not interfere or be directed at vehicles traveling on the Causeway Road.

Parking Areas:

Parking area is an open field and will require coordination. Law enforcement agency is required at entrance and exit for safety purposes. Cost associated with Law Enforcement to be covered by Sanibel Community Church.

Special Arrangements:

Use of County Property Permit required. Rental fee of \$250.00 is required. Must work with on site park staff to ensure safe and successful event.

Print Name: Kim Garrett

Signature: **Kimberly Garrett**

Digitally signed by Kimberly Garrett  
Date: 2020.02.13 13:37:54 -05'00'

Title: Administrative Manager

Date: February 13, 2020

Lee County Event Permit Application



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

Check the appropriate box(es) below:

- ☒ SPECIAL EVENT PERMIT  
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☐ 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.

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: February 13, 2020





SANICOM-01

JHECKMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2020

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  
Church Asset Management, Inc.  
1500 Wall St.  
Saint Charles, MO 63303

CONTACT  
NAME:  
PHONE  
(A/C, No. Ext): (800) 200-7257 FAX (A/C, No): (888) 608-0800  
E-MAIL  
ADDRESS:

INSURED

Sanibel Community Church Incorporated, of Sanibel, Florida  
1740 Periwinkle Way  
Sanibel, FL 33957

INSURER(S) AFFORDING COVERAGE  
INSURER A: **GuidoOne Elite Insurance Company** NAIC # **42803**  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

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.

INSTR. NO.	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		1303-088	5/20/2019	5/20/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Each Occurrence) \$ 1,000,000 MED. EXP. (Any one person) \$ 15,000 PERSONAL & ADJ. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP. U.P.A.G. \$ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Each Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per Occurrence) \$
	UMBRELLA LIAB. EXCESS LIAB. OCCUR CLAIMS-MADE DED. RETENTION \$					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	Y/N <input type="checkbox"/> N/A				PER STATUTE OTHER L1 EACH ACCIDENT \$ L1 DISEASE - EA EMPLOYEE \$ L1 DISEASE - POLY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Please see attached CG2020 (Additional Insured)

OK 02/13/2020

## CERTIFICATE HOLDER

## CANCELLATION

Lee County Board of County Commissioners  
4th floor  
2115 2nd Street  
Fort Myers, FL 33801

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

NAMED INSURED : Sanibel Community Incorporated, of Sanibel, FL

POLICY NUMBER: 1303-098

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>
Lee County Board of County Commissioners 4th Floor 2115 2nd Street Fort Meyers, FL 33901
Is named as additional insured for the Easter Sunrise Service on April 12, 2020
Information required to complete this Schedule. If not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.





SANICOM-01

JHECKMAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2020

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.

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<b>PRODUCER</b> Church Asset Management, Inc. 1500 Wall St. Saint Charles, MO 63303	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (800) 200-7257	<b>FAX (A/C, No):</b> (866) 608-0600
<b>INSURED</b>  Sanibel Community Church Incorporated, of Sanibel, Florida 1740 Periwinkle Way Sanibel, FL 33957	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> GuideOne Elite Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
<b>NAIC #</b>		
42803		

## COVERAGES

## CERTIFICATE NUMBER:

## 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:  <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			1303-098	5/20/2019	5/20/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Please see attached CG2026 (Additional Insured)

## CERTIFICATE HOLDER

## CANCELLATION

Lee County Board of County Commissioners  
4th floor  
2115 2nd Street  
Fort Myers, FL 33901

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

NAMED INSURED : Sanibel Community Incorporated, of Sanibel, FL

POLICY NUMBER: 1303-098

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Lee County Board of County Commissioners 4th Floor 2115 2nd Street Fort Meyers, FL 33901
is named as additional insured for the Easter Sunrise Service on April 12, 2020
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**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:**

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


*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>2</u>	Total Hours <u>4 hr min</u>	Rate per Hour <u>\$68/ea</u>	Vehicle Rate <u>\$15x2</u>
Supervisory Deputy(ies) _____	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
Entity <u><i>Sh. P. Stally</i></u>			



*"The Lee County Sheriff's Office is an Equal Opportunity Employer"*  
**14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000**



# Detail Request Form - continued

<b>LCSO Details Main Phone Number: 239-477-1199</b>		
<b>Vendor Information</b>		
Business Name: <u>Sanibel Community Church</u>		
Street: <u>1740 Periwinkle Way</u>		
City: <u>Sanibel</u>	State: <u>FL</u>	Zip Code: <u>33957</u>
Business Contact: <u>Judy Boling</u>		Phone: <u>239-472-2684</u>
Email Address: <u>judy@sanibelchurch.com</u>		
<b>Event Information</b>		
Detail Location: <u>Sanibel Causeway Span A</u>		
Street: <u>Sanibel Causeway Blvd</u>		
City: <u>Sanibel</u>	State: <u>Ft Myers</u>	Zip Code: <u>33957</u>
Contact During Event: <u>Judy Boling</u>		Phone: <u>239-309-8735</u>
Event Date: <u>4/12/20</u>	Event Time: <u>5a-9a</u>	
Anticipated Crowd Size : _____	Type of Event: <u>Easter Sunrise Service</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
<b>Detail Information</b>		
Security <input type="checkbox"/>	Traffic <input type="checkbox"/>	Prisoner Transport <input type="checkbox"/>
Escort <input type="checkbox"/>	Holiday <input checked="" 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 presence in the area of Span A while parishioners attend Easter Sunrise Service. Deputies will direct traffic in/out of the parking areas to make sure that everyone attending remains safe & traffic does not back up. Estimated cost for the four hour min is \$574		



*"The Lee County Sheriff's Office is an Equal Opportunity Employer"*  
**14750 Six Mile Cypress Parkway • Fort Myers, Florida 33912-4406 • (239) 477-1000**

## **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 Sanibel Community Church, (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

Sanibel Community Church

1740 Periwinkle Way, Sanibel FL 33957

By: 

Print Name: Shelton Gwaltney

Date: 2-17-2020

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

By: \_\_\_\_\_  
Sheriff/Designee

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



Police man directing traffic with patrol car

