



# EVENT PERMIT

Ordinance 17-08



## THE BOCA GRANDE CHRISTMAS WALK

**PERMIT NUMBER:** TMP2020-00235

**Date(s) of Event:** NOVEMBER 28, 2020 FROM 3:00PM UNTIL 9:00PM

**Property Owner:** LEE COUNTY, ROW

**Applicant:** MICHAEL FOSTER  
941-964-1426

**Description:** CHRISTMAS WALK WITH MUSIC, SANTA WITH SET UP AND CLEAN UP.  
RUNNING FROM PARK AVE (FROM 5TH ST TO 3RD ST) AND 4TH ST FROM  
GILCHRIST AVE TO EAST RAILROAD AVE) ON NOVEMBER 28, 2020 FROM

**Location of event:** ROW, Boca Grande  
**PARK AVE & 4TH ST**

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 ? To Be Consumed

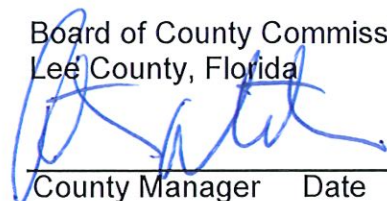
Will a bond be posted for this event ? No

2020 NOV 23 PM 4:34  
ADMINISTRATION

### 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

 11-25-2020  
County Manager Date



**Lee County**  
*Southwest Florida*

# Event Application

Special Event

Use of  
County  
Property

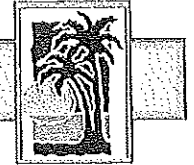
Alcohol  
within Lee  
County  
Facilities

Film, Video  
&  
Photography

Boca Grande Christmas Walk - November 28th, 2020

TMP2020-00235

# 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	The Boca Grande Christmas Walk
Date(s) of Event / Production:	November 28th, 2020
Location(s) of Event:	Park Avenue, Boca Grande, FL 33921 (from 5th Street to 3rd Street) & 4th Street, Boca Grande, FL 33921 (From Gilchrist Ave. to East Railroad Ave.) Map
Name of Applicant:	Gasparilla Vacations
Applicant Address:	411 Park Ave, Suite 3 - Boca Grande FL, 33921 P.O. Box 455
Applicant Phone Number:	941-964-1426 or 941-855-0421
Contact Person: (If different from applicant)	Michael Foster
Contact Phone Number: (If different from applicant)	
Email Address:	michael@go2boca.com
Estimated Attendance:	up to 200
Event Description: Include each activity, when activities take place, etc.	3-5 pm Set-Up 5 - 6pm Event Starts - Music Plays 6-7 pm Santa Appears 6:45-7:30 pm Music Plays 8-9 pm Event Closes, Clean-up
Hours of Operation:	3pm - 9pm
STRAP # of Parcel:	12-43-20
Owner of Premises*:	Lee County Government / DOT

\*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? DOT RIGHT OF WAY

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: Key Agency

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

Surety Company Bonding this Event (Name and Address): N/A

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:

Scarpa's Coastal

**Eggnog / beer / wine at store locations only**

Type of Food being Served: light snacks

### Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Gasparilla Vacations

**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

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☐ TV Movie or Special    ☐ TV Series / Pilot    ☐ TV Commercial    ☐ Still Photos  
☐ Public Service Announcement    ☐ Industrial / Documentary    ☐ Other: \_\_\_\_\_

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

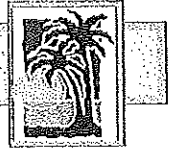
\_\_\_\_\_

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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.

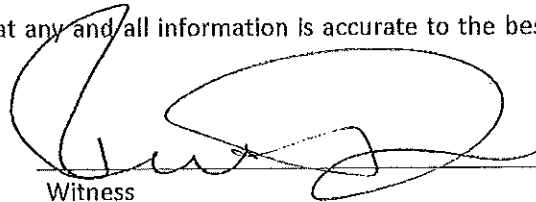
The Applicant agrees that the Lee County permit does not provide Applicant with any property rights in the County property in question or in the permit itself.

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

  
\_\_\_\_\_  
Signature of Applicant

Michael Foster  
\_\_\_\_\_  
Print Name of Applicant and Title

11-12-20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Witness

Robert Dank  
\_\_\_\_\_  
Print Name of Witness

11-12-20  
\_\_\_\_\_  
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 in authorized areas only.

Deputies (How Many?):

1 deputy to monitor traffic concerns

Fee for Services:

\$58/hr

Special Arrangements:

Vendor will hire 1 deputy to monitor traffic concerns and golf carts. Vendor will be providing barricades and signage through the fire department for road closures.

Print Name: Lt. S. Brady

Signature:

*Lt. Steven J. Brady*

Title:

Special Events, Permits and Details

Date:

11-20-20



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?)

None

Fee for Services:

None

Flammable Vegetation:

None

First Aid Equipment:

None

Fire Extinguishing:

None

Special Arrangements:

In case of emergency - Dial 911

Print Name: C.W. Blosser

Signature:

Title: Fire Chief

Date: 11/17/2020



## 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:

Applicants shall follow all CDC and FDOH directives, and the Florida Governor's Executive Orders concerning health and safety, especially with regards to COVID-19 and the number of people congregating at the event.

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 / Public Safety,  
ou=Department of Emergency Services, email=Doug.B.Higgins@leegov.com, c=US

Title: Division Chief

Date: November 20, 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:

No event parking on Lee County maintained road rights-of-way where parking would restrict emergency vehicle access or contrary to posted or other parking prohibitions.

Ingress and Egress:

Use all established means of ingress and egress.

Special Arrangements:

All road closures shall be done under the supervision of Law Enforcement, and emergency vehicle access shall be maintained at all times. Road closures shall be re-opened to traffic as soon as practicable and under the direction of Law Enforcement.

Print Name: Bryan Miller

Signature: Bryan D. Miller

Digitally signed by Bryan D. Miller  
Date: 2020.11.19 12:26:41 -05'00'

Title: Senior Project Manager

Date: November 19, 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:

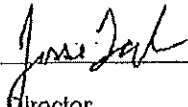
Any additional lighting must be provided by permit holder.

Parking Areas:

Use all designated parking areas in the down town area and overflow parking at the Boca Grande Community Park and Center

Special Arrangements:

- Follow all guidelines set forth by Lee County DOT. If cones or barricades are needed for event, get with Joe Wier from Parks & Recreation at 1-239-229-0569
- All Road closures must begin at an intersection, so vehicle turn around is minimal
- Insurance with Lee County BOCC being additionally insured required

Print Name:	Jesse Lavender	Joe Wier
Signature:		
Title:	Director	Supervisor
Date:	11/16/2020	11/16/20

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~~ 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.

In addition, Host Liquor Liability insurance will be required with minimum limits of One Million Dollars (\$1,000,000) per occurrence. Should Host Liquor Liability coverage be afforded under the Commercial General Liability policy, minimum acceptable limits will be Two Million Dollars (\$2,000,000) aggregate.

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 20, 2020



GASP-05

OP ID: BT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2020

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 Key Agency Inc 1201 South McCall Road Englewood, FL 34223 Key Agency Inc.	941-474-9511	CONTACT NAME: Key Agency Inc. PHONE (A/C, No, Ext): 941-474-9511 FAX (A/C, No): 941-474-7283 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Vernon Fire INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gasparilla Vacation Inc P.O. Box 455 Boca Grande, FL 33921		NAIC #

## 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		SE2003353	11/28/2020	11/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			SE2003353	11/28/2020	11/30/2020	Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

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

Special Event: 11/28/2020 Boca Grande Christmas Walk  
Certificate holder is also listed as an additional insured - Lee County BoCC, a political subdivision & Charter County of the State of Florida are Additional Insured on the general Liability as required by written contract.

OK 11/20/2020

## CERTIFICATE HOLDER

## CANCELLATION

LEECO06

Lee County Board of  
County Commissioners  
P O Box 398  
Ft 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.

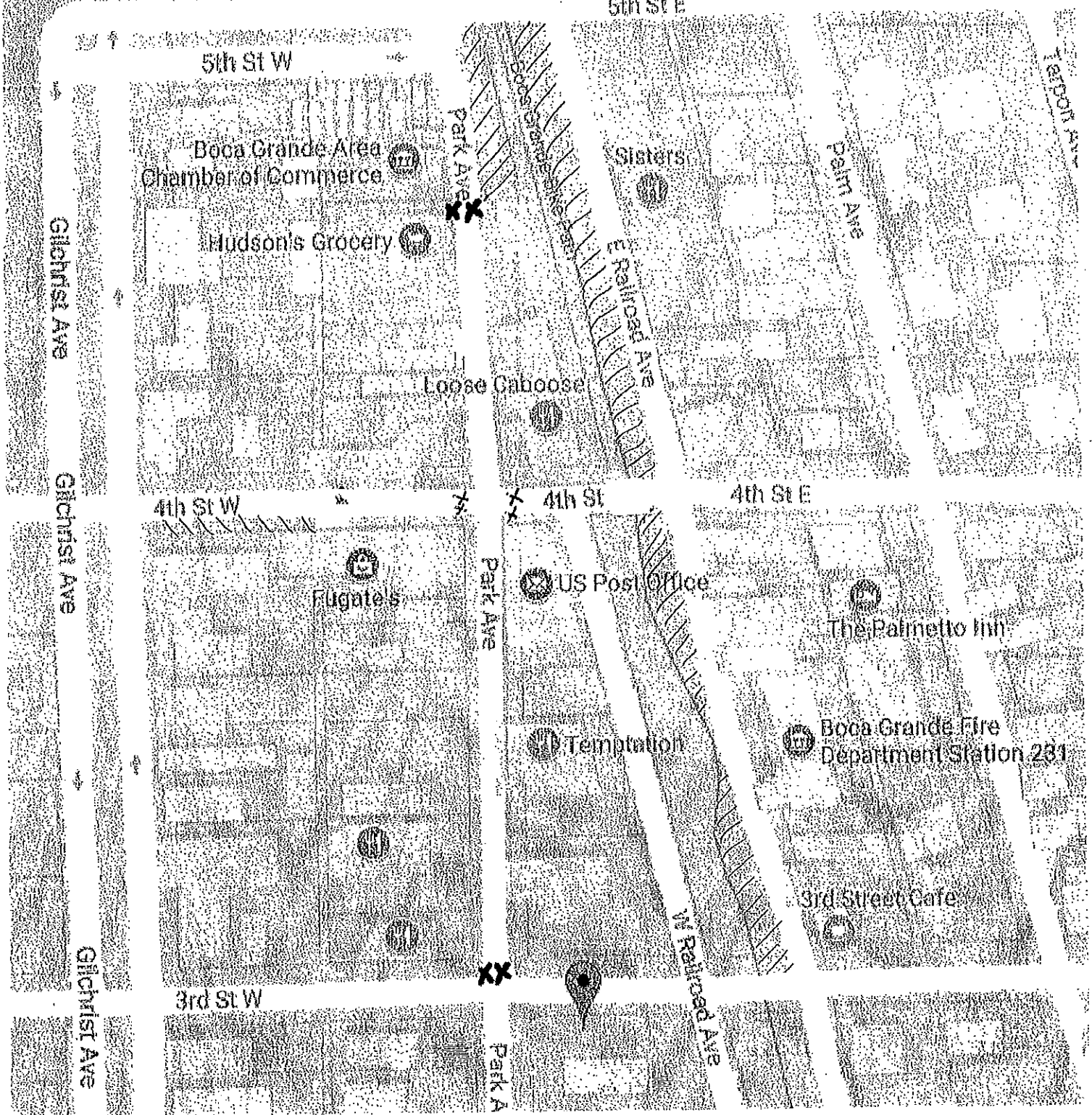
AUTHORIZED REPRESENTATIVE



 = parking  = blocked roads

xx = Barricade/Cones

# 2020 Christmas Walk BG, FL Map



## **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 Boca Grande Chamber of Commerce \_\_\_\_\_, (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

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

Boca Grande Chamber of Commerce

PO Box 704 Boca Grande FL 33921

By: \_\_\_\_\_

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

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

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

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

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



**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>1</u>	Total Hours <u>4.5</u>	Rate per Hour <u>\$58</u>	Vehicle Rate <u>\$15</u>
Supervisory Deputy(ies) _____	Total Hours _____	Rate per Hour _____	Vehicle Rate _____
Entity _____			



*"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>Gasparilla Vacations</u>		
Street: <u>PO Box 455</u>		
City: <u>Boca Grande</u>	State: <u>FL</u>	Zip Code: <u>33921</u>
Business Contact: <u>Michael Foster</u>		Phone: <u>941-964-1426</u>
Email Address: <u>michael@go2boca.com</u>		
<b>Event Information</b>		
Detail Location: <u>Park Ave from 5th to 3rd/ 4th St from Gilchrist to East Railroad</u>		
Street: _____		
City: <u>Boca Grande</u>	State: <u>FL</u>	Zip Code: <u>33921</u>
Contact During Event: <u>Michael Foster</u>		Phone: <u>941-964-1426</u>
Event Date: <u>11/28/20</u>	Event Time: <u>4p-830p</u>	
Anticipated Crowd Size : _____	Type of Event: <u>Christmas Walk</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 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 checked="" 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: <u>One deputy to monitor traffic concerns Total for detail \$276</u>		



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