



EVENT PERMIT

Ordinance 17-08



2025 Color Splash 5K Run/Walk

PERMIT NUMBER: TMP2025-00318

Date(s) of Event: November 15, 2025 -rain date December 6, 2025

Property Owner: LEE COUNTY

Applicant: Micheal Ciuffetelli
2394616151

Description: 5K run/walk color splash at Wa-Ke Hatchee Park on November 15, 2025, rain date December 6, 2025, from 6:00am until 11:00am consisting of 3 laps around the park with a station designed to "splash" participants with a washable biodegradable corn starch powder.

Location of event: 16760 BASS RD, FORT MYERS, FL 33908

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

11/3/25

Date



Lee County
Southwest Florida

Event Application

Special Event

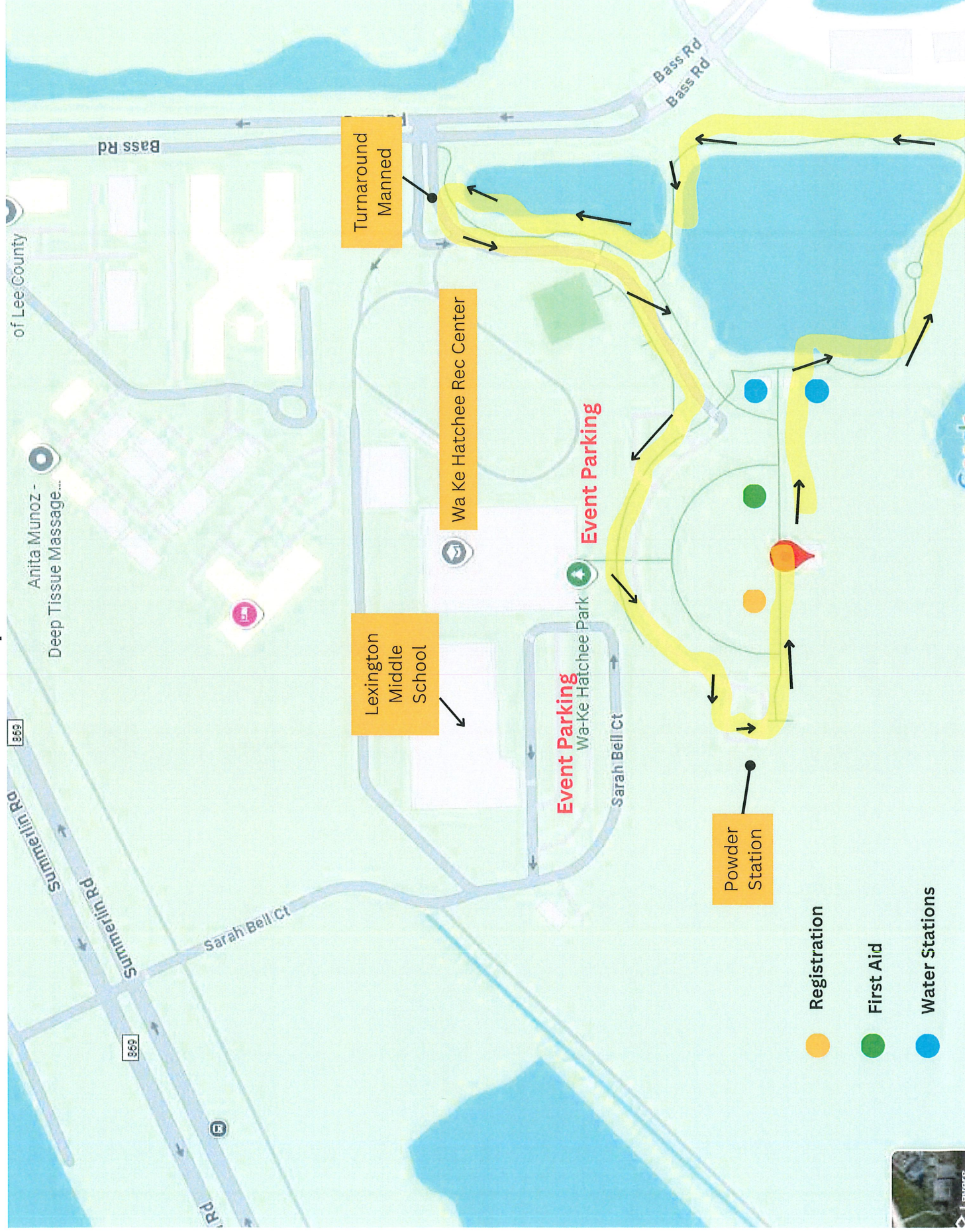
Use of
County
Property

Alcohol
within Lee
County
Facilities

Film, Video
&
Photography

TMP2025-00318

2025 Color Splash Site Plan



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	2025 Color Splash 5K Run/Walk
Date(s) of Event / Production:	Event Date: November 15, 2025 Rain Date: December 6, 2025
Location(s) of Event:	Wa-Ke Hatchee Park
Name of Applicant:	Jennifer Roth, Health Officer
Applicant Address:	3920 Michigan Ave. Ft. Myers FL 33916
Applicant Phone Number:	239-461-6151
Contact Person: (If different from applicant)	Michael Ciuffetelli
Contact Phone Number: (If different from applicant)	239-274-2210
Email Address:	michael.ciuffetelli@flhealth.gov
Estimated Attendance:	500
Event Description: Include each activity, when activities take place, etc.	This is a 5K run/walk Color Splash. This event took place in 2016 at Wa-Ke Hatchee park. The run/walk consists of 3 laps around the park with a station designed to "splash" participants with a washable and biodegradable corn starch powder.
Hours of Operation:	6 am to 11 am
STRAP # of Parcel:	
Owner of Premises*:	Lee County Parks and Recreation

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

Lee County Event Permit Application



What is the Zoning Classification of the premises? Lee County 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: N/A

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: _____

Type of Food being Served: _____

Section II - USE OF COUNTY PROPERTY PERMIT

Organization Sponsoring the Event: Department of Health - Lee County

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)

N/A

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



Type of Production (choose all that apply):

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

Will any of the following be needed or included*?

Street Closure	☐ Yes	☒ No
Traffic / Crowd Control	☒ Yes	☐ No
Fire or Burning	☐ Yes	☒ No
Explosives or Pyrotechnics	☐ Yes	☒ No
Animals, Large or Small	☐ Yes	☒ No
Construction of Any Kind	☐ Yes	☒ No
Large and/or Numerous Vehicles	☐ Yes	☒ No
Helicopters, Boats, etc.	☐ Yes	☒ No
Stunts	☐ Yes	☒ No
Other	☐ Yes	☒ No

* For any marked Yes, provide further details below:

The participants will run/walk a loop 3 times around the park. Volunteers will be stationed along the course to direct the participants, specifically at the turnaround point.

Special Parking Requirements:

Existing park parking will be used for participants.

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

N/A

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 rooms x number of nights	Number of shooting days: _____	



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

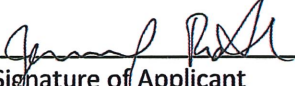


SECTION V - AGREEMENT

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.



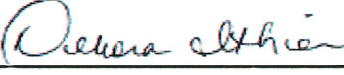
Signature of Applicant

Jennifer Roth, CHD Administrator

Print Name of Applicant and Title

9/16/2025

Date



Witness

Debora Ithier

Print Name of Witness

09/16/2025

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?):

None are required for this event.

Fee for Services:

None

Special Arrangements:

Race is to remain along the pathways and walkways within the confines of the park/rec center. Any amplified sounds must adhere to the Lee County Noise Ordinance.

Print Name:

P. Cummins

Signature:

[Handwritten Signature]

Title:

Commander

Date:

9 24 25

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
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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:

Provide 10' clearance to any tents, generators, etc.

First Aid Equipment:

Call 911 in the event of an emergency.

Fire Extinguishing:

Call 911 in the event of an emergency.

Special Arrangements:

NA

Print Name: Jackielou Mozes

Signature:

Title:

Fire Marshal

Date:

9/24/2025

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
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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.
Fee for Services	Not applicable.
Special Arrangements:	Please call 911 in the event of an emergency. To arrange special event emergency medical coverage (ambulance, cart, etc) or EMS participation, please fill out and submit the form at the following link: EMS Special Detail Request Form For questions, contact our office at EMSDetail@leegov.com.

Print Name: Douglas B. Higgins

Signature: Douglas B. Higgins

Digitally signed by Douglas B. Higgins
Date: 2025.09.21 17:36:42 -04'00'

Title: Captain, EMS Operations

Date: Spetember 21, 2025

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
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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 is permitted in Lee County maintained road right of ways.

Ingress and Egress:

Please use all established means of ingress and egress.

Special Arrangements:

Shall use Lee County Sheriff's Office for assistance with traffic control as needed. Emergency vehicle access and public vehicular access shall be maintained on all surrounding Lee County maintained roads.

Print Name: Nathan Thoman

Signature: Nathaniel C. Thoman

Digitally signed by Nathaniel C. Thoman
Date: 2025.09.24 08:48:50 -04'00'

Title: Project Manager

Date: 09/24/2025

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:

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Illumination:

Facility does not have any additional lighting. Any lighting needs would be the responsibility of the event organizer.

Parking Areas:

All vehicles must use designated parking areas. Work with site supervisor for any additional parking needs.

Special Arrangements:

Work with on site supervisor and staff for setup and breakdown or any other event need. No staking of tents or inflatables. Please use buckets or sand bags.

Event organizer must clean up all debris after the event. Participants must disperse and leave the park area to seek safe shelter during lightning alerts or threatening weather.

Event organizer must adhere to Lee County Ordinances No. 93-15 (noise) and Parks & Recreation 18-12 and 18-27 (as amended). Pursuant to Lee County Ordinance No. 25-14, smoking and vaping is not permitted at any school property or within the boundaries of any public park facility or public beach.

Print Name: Trever Snearley

Signature:

Title: County Wide Services Manager

Date: 9/17/2025

WA-KE HATCHEE - 2025 COLOR SPLASH 5K RUN/JACK
(11/15/2025) ALT DATE (12/6/2025)

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.

Certificate Must Read As:

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.

Special Arrangements:

A Certificate of Insurance shall be submitted as evidence of the required coverage listing Lee County, a political subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902 as the certificate holder and as an additional insured as listed above.

Subject to proof of insurance.

Print Name: Mike Figueroa

Signature:

Title:

Risk Program Manager

Date:

September 17, 2025



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

Policy Number: GL-8300

General Liability
Certificate of Coverage

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2025

Expiration Date: July 1, 2026

CHIEF FINANCIAL OFFICER

OK 09.17.2025



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent.-The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

DFS-D0-863

Effective 07/23

Rule 69H-2.004, F.A.C.

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

AMENDMENT #0001
TO LEE COUNTY EVENT PERMIT APPLICATION BETWEEN LEE COUNTY AND
THE FLORIDA DEPARTMENT OF HEALTH, LEE COUNTY HEALTH DEPARTMENT

THIS AMENDMENT entered into between Lee County and the Florida Department of Health, Lee County Health Department ("Applicant"), hereinafter referred to collectively as the "Parties", amends and is made a part of the Lee County Event Permit Application (the "Agreement") for the 2025 Color Splash Run/Walk event entered into between the Parties. The terms of this Amendment will remain in effect until the termination of the Agreement.

The Parties hereby agree to amend the Agreement as follows:

1. **Insurance.** Notwithstanding the terms and provisions of the Agreement, Lee County agrees that Applicant is a state agency and is accordingly self-insured against losses as enumerated in Section 768.28, Florida Statutes. Applicant shall maintain general liability insurance in the amount of \$200,000 per occurrence and \$300,000 in the aggregate. The Parties agree the Applicant will not be required to obtain additional types or amounts of insurance coverage. The Parties agree the Applicant will not be required to add the County as an additional insured on Applicant's insurance policy.
2. **Indemnification/Liability.** Notwithstanding the terms and provisions of the Agreement, the Parties agree Applicant shall not be required to indemnify, release and or save and hold harmless Lee County. Applicant, a state agency or subdivision as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set for in Section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortuous acts and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions which may result in claims against Lee County. Nothing herein shall be construed to be a waiver of sovereign immunity. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties.
3. **Attorneys' Fees and Costs.** Notwithstanding the terms and provisions of the Agreement, the Parties agree Applicant will not be required to pay for Lee County's costs, attorneys' fees, expenses or liabilities.

This Amendment shall begin on the date on which the Amendment has been signed by both Parties.

To the degree any provisions in the Agreement conflict with this Amendment, the provisions in this Amendment shall prevail.

IN WITNESS THEREOF, the parties hereto have caused this 1 page Amendment to be executed by their officials thereunto duly authorized.

LEE COUNTY

FLORIDA DEPARTMENT OF HEALTH-LEE
COUNTY HEALTH DEPARTMENT

SIGNED

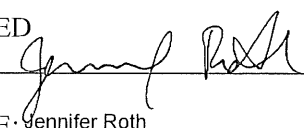
BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED

BY:  _____

NAME: Jennifer Roth

TITLE: CHD Administrator

DATE: September 16, 2025