

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

Blue Sheet No. 20061412

1. ACTION REQUESTED/PURPOSE:

Approve an agreement between Lee County and the Lee County Sheriff's Office providing special assistance to the Natural Resources Division, Marine Program for specialized marine enforcement.

2. WHAT ACTION ACCOMPLISHES:

Approval of this agreement provides the commitment of additional and mission specific law enforcement resources for enforcement of vessel regulation, protection of natural resources, and prevention of abandonment of property in the waters of Lee County.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 8 Nat. Res.

C8A

5. Meeting Date: ~~_____~~ **JAN 09 2007**


6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose: (specify)

- Statute**
- Ordinance**
- Admin. Code**
- Other** **Agreement**

8. Request Initiated:

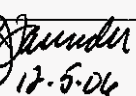
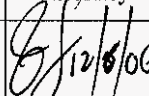

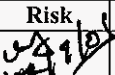
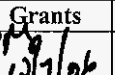
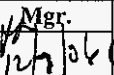
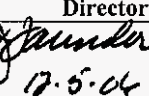
Commissioner _____
Department _____
Division Natural Resources
By: Roland Ottolini, Division Director 

9. Background:

The Division of Natural Resources has worked in cooperation with the Lee County Sheriff's Office for many years to address enforcement of vessel regulation, fisheries enforcement, and prevention of abandonment of property in the waters of Lee County. In recent years, the Marine Program has seen a dramatic increase in the need for law enforcement assistance in dealing with abandoned property issues (derelict/abandon vessels), regulatory sign issues, and marine resource protection issues. This agreement will provide for a dedicated Marine Unit Deputy who will work closely with Lee County Natural Resources Marine Program staff to proactively and aggressively enforce County Ordinances, Administrative Code, State and Federal Regulation, and perform investigations to combat these issues. The goal of this agreement is to reduce the number of offenses and the amount of abandoned property in the waters of Lee County.

Funds are available through a WCIND Waterway Development Program for FY 06-07.


10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
 12-5-06				 12/6/06	 12/7/06	 12/7/06	 12/7/06	 12/7/06	 12-5-06

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

REC'D
 by CO. ATTY.
8:50am
 12/6/06
 CO. ATTY.
 FORWARDED TO:
 12/6/06
 10:30 am

RECEIVED BY
 COUNTY ADMIN:
 12/6/06 
 12:30
 COUNTY ADMIN
 FORWARDED TO:
 12/7/06
 2:45 to PR

AGREEMENT

between

LEE COUNTY

and

THE LEE COUNTY SHERIFF

for

NATURAL RESOURCES MARINE DEPUTY POSITION

WHEREAS, essential to the success of the Natural Resources Division, Marine Program, enforcement of vessel regulation, fisheries enforcement, and prevention of abandonment of property in the waters of the County is a high profile enforcement effort of State Statutes and enacted County Ordinances and Administrative Code related to resource protection. Integral to the high profile enforcement effort the commitment of additional and "mission specific" law enforcement resources and dissemination of information to other law enforcement agencies and citizens involved in protection and prosecution of marine resources and maritime property resource protection; and,

WHEREAS, the Lee County Sheriff's Department is the lead law enforcement agency in the County and is uniquely qualified and capable of enforcing the previously mentioned statutes and ordinances; and,

To this end, this Agreement, entered into on the ___ day of _____, 2006, establishes the responsibilities and relationships between Lee County, through the Lee County Division of Natural Resources, Marine Program, hereinafter referred to as the "DIVISION" and the Lee County Sheriff's Department, hereinafter referred to as the "SHERIFF".

RESPONSIBILITIES AND RELATIONSHIPS

A. THE SHERIFF WILL:

1. Provide one new full time law enforcement officer (Marine Deputy) to assist DIVISION personnel in the investigation, apprehension, and prosecution of abandoned vessel cases; assist DIVISION personnel in monitoring of fisheries violations on Lee County artificial reefs; assist DIVISION personnel in the monitoring, and maintenance of waterway marking and regulatory sign issues for enforcement purposes.
2. Provide equipment to include a vessel and vehicle for full time law enforcement officer (Marine Deputy) to complete his/her mission as outlined in the agreement with the DIVISION.
3. Patrol and enforce State Statutes and Lee County Ordinances and Administrative Code related to vessel control, marine resource protection, fisheries protection, and manatee protection.
4. Act as a liaison and education resource to other local and state law enforcement agencies for the enforcement and prevention of abandon vessel cases and marine resource protection.
5. Maintain the current level of Marine Unit staffing in number of Marine Unit positions, patrol responsibilities, and hours worked through regular duties and detail hours, recognizing that the position subject to this agreement is above and beyond the core level of service.

B. THE DIVISION WILL:

1. Provide reimbursement to the SHERIFF on a quarterly basis for the cost of salaries, fringe benefits, and other services and expenses incurred by the SHERIFF in the fulfillment of this Agreement, at levels shown in Exhibit A.
2. Provide office space and office equipment for SHERIFF personnel in the DIVISION'S offices necessary to the completion of the mission described.
3. Assist the SHERIFF in investigations, developing case files, etc., associated with abandon vessel crimes, regulatory signage issues, fisheries violations, littering and other marine resource issues.

4. Assist and support the SHERIFF in the education of and coordination with other State and local law enforcement agencies involved in marine resource protection.

C. THE DIVISION AND THE SHERIFF MUTUALLY AGREE THAT:

1. In the determination of expenses authorized by this Agreement, the attached estimated budget summary will be used (Exhibit A, hereto). Any deviations(s) from the attached budget summary must be requested by the SHERIFF and approved by the DIVISION, in writing, in advance of any such expenditure(s). Increases in excess of 6% will be subject to approval by the Board of County Commissioners.
2. The funding by the DIVISION to the SHERIFF in support of this Agreement will be provided from West Coast Inland Navigation District grant funding, or the Manatee Conservation Fund.
3. The SHERIFF is acting as an independent contractor in the performance of this Agreement.
4. As an independent contractor, the SHERIFF agrees to indemnify, hold harmless and defend the County and all of its officers, agents and employees from and against any and all claims, actions, damages, and liability cost expense, including those arising from bodily injury, death and/or property damages or any other lawful expense, including, but not limited to, attorney's fees and court costs resulting from any negligent act or omission by the SHERIFF, its officers, agents, and employees while acting within the scope of their employment during the performance of this agreement. This agreement is in accordance with the general laws of the State of Florida and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
5. The term of this Agreement shall be renewed annually at the end of each fiscal year for a period of five (5) years or at the conclusion of Sheriff Mike Scott's term of office, whichever occurs first from the date as first written above, subject to the budget estimate summary (Exhibit A), and Paragraph D., below.

D. This Agreement is being executed by the Parties with the understanding that either the SHERIFF or the DIVISION may request clarification(s) or renegotiation of any or all of this Agreement at any time, and that either party may withdraw from this Agreement after giving three (3) months written notice to the non-terminating party of its intent to do so. This Agreement shall be effective upon execution of all the following duly authorized representatives of the County and the SHERIFF.

WITNESS:

LEE COUNTY SHERIFF'S DEPARTMENT

Brandy A. Cartano



SHERIFF

Carmen M. Hyle

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
CHAIRMAN

APPROVED AS TO FORM:

By: _____
OFFICE OF THE COUNTY ATTORNEY

AGREEMENT

between

LEE COUNTY

and

THE LEE COUNTY SHERIFF

for

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Brandy A. Cartano

Mike Scott

SHERIFF

Carmen M. Doyle

ATTEST: CHARLIE GREEN
CLERK OF THE COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
CHAIRMAN

APPROVED AS TO FORM:

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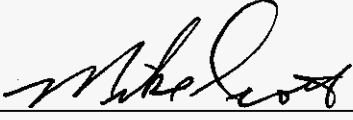
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By: _____
Deputy Clerk

By: _____
CHAIRMAN

APPROVED AS TO FORM:

By: _____
OFFICE OF THE COUNTY ATTORNEY

Marine Deputy - Approximate Costs

	Partial			
	FY 06/07	FY 07/08	FY 08/09	FY 09/10
Salaries/Wages - Regular	\$ 31,120.28	\$ 43,983.32	\$ 46,622.32	\$ 49,419.66
FICA-Matching	\$ 2,380.70	\$ 3,364.72	\$ 3,566.61	\$ 3,780.60
Retirement Contribution	\$ 5,985.76	\$ 8,431.60	\$ 8,937.50	\$ 9,473.75
Life/Health/Dental Ins	\$ 8,686.00	\$ 12,134.88	\$ 12,862.97	\$ 13,634.75
Workers Compensation-Ins Prem	\$ 2,862.00	\$ 4,044.96	\$ 4,287.66	\$ 4,544.92
Personnel Sub Total	\$ 50,914.73	\$ 71,959.49	\$ 76,277.06	\$ 80,853.68
Insurances	\$ 1,607.26	\$ 1,655.48	\$ 1,705.15	\$ 1,756.30
Vehicle Repair and Maintenance	\$ 869.95	\$ 896.05	\$ 922.93	\$ 950.62
Equipment - Non Capital	\$ 1,378.11	\$ 1,419.45	\$ 1,462.04	\$ 1,505.90
Fuels and Lubricants - Gas	\$ 2,985.37	\$ 3,074.93	\$ 3,167.18	\$ 3,262.20
Operations Sub Total	\$ 6,840.69	\$ 7,045.92	\$ 7,257.29	\$ 7,475.01
Vehicle and Equipment Replacement	\$ 7,000.00	\$ 7,210.00	\$ 7,426.30	\$ 7,649.09
Marine Deputy Total	\$ 64,755.42	\$ 86,215.41	\$ 90,960.65	\$ 95,977.78