

**THIRD AMENDMENT
TO THE AGREEMENT BETWEEN
LEE COUNTY AND THE LEE COUNTY SHERIFF
FOR
NATURAL RESOURCES MARINE DEPUTY POSITION**

THIS Third Amendment to the Agreement between Lee County and the Lee County Sheriff for Natural Resources Marine Deputy Position ("*Second Amendment*"), is made and entered into this _____ day of _____ 2017, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, hereinafter referred to as "*COUNTY*", and the Lee County Sheriff's Office, hereinafter referred to as "*SHERIFF*", collectively, the "*Parties*".

RECITALS

WHEREAS, an Agreement between Lee County and the Lee County Sheriff for Natural Resources Marine Deputy Position, ("*Agreement*") was first entered into on November 18, 2008, for a period of three years, to provide law enforcement services, to include enforcement of vessel regulations, fisheries enforcement and prevention of abandonment of property in the waters of Lee County, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, that Agreement was extended by the Parties pursuant to the First and Second Amendments to the Agreement between the County and the Sheriff for Natural Resources Marine Deputy Position, the terms and conditions of which are also incorporated herein by reference; and

WHEREAS, the SHERIFF and the COUNTY recognize the value of the Agreement and desire to continue 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, it is in the public's interest for the COUNTY and SHERIFF to extend the term of the Agreement and provide additional funding.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the SHERIFF and the COUNTY hereby agree to amend the Agreement as follows:

1. The Recitals as set forth above are incorporated into the terms of this Third Amendment as if set out herein at length.

2. Section C.5. of the Agreement is hereby amended to extend the term of the Agreement through September 30, 2021. A budget estimate summary is added herein as Attachment "A" for the purpose of estimating the cost for a Marine Deputy from the beginning of fiscal year 2018 through the end of fiscal year 2021, October 1, 2017, through and including September 30, 2021, respectively.
3. All of the remaining terms of the Agreement and First Amendment and Second Amendment shall remain as originally written.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereby by their duly authorized officials on the date set forth above.

APPROVED AS TO FORM FOR THE
RELIANCE OF SHERIFF ONLY



 8/10/17
 DATE APPROVED

LEE COUNTY SHERIFF'S OFFICE:



 SHERIFF

ATTEST: LINDA DOGGETT
CLERK OF COURTS

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____
OFFICE OF THE COUNTY ATTORNEY

Attachment A

The following is the estimated cost for the Natural Resources Marine Deputy position. This budget includes wages, FICA, retirement, workers compensation and life, health and dental insurance with an annual increase of 3%. The estimate also incorporates ancillary deputy costs, including equipment and vehicle expenses.

FY 17/18	FY 18/19	FY 19/20	FY 20/21
\$96,507.55	\$99,402.78	\$102,384.86	\$105,456.41