State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
Honolulu, Hawaii

July 11, 2008

Board of Land and
Natural Resources
Honolulu, Hawaii

RE: Request Board Approval to Enter Into a Joint Enforcement Agreement between the Department of Land and Natural Resources, Division of Conservation and Resources Enforcement, and the National Marine Fisheries Service, Office of Law Enforcement.

The purpose of this agreement is to facilitate the operations, administration, and funding for DOCARE to enforce Federal laws, and regulations under the Magnuson-Stevens Fishery Conservation and Management Act, the Endangered Species Act of 1973, the Marine Mammal Protection Act 1972 and the National Marine Sanctuaries Act.

RECOMMENDATION:

The Division of Conservation and Resources Enforcement requests approval of this *DRAFT* Joint Enforcement Agreement and asks that the Chairperson be authorized to approve the finalized agreement after review and approval as to form by the Office of the Attorney General. Changes recommended to DLNR by the Attorney General's Office would be incorporated into the final document in order to meet all State requirements.

Respectfully submitted,

GARY D. MONIZ
Enforcement Chief

APPROVED FOR SUBMITTAL:

LAURA H. THIELEN, Chairperson
Board of Land & Natural Resources

2008 JOINT ENFORCEMENT AGREEMENT
Between
The State of Hawaii
Department of Land and Natural Resources
Division of Conservation and Resources Enforcement
And
The U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Office for Law Enforcement

I. PURPOSE

The purpose of this Joint Enforcement Agreement (JEA) between the U.S. Department of Commerce, (DOC), National Oceanic and Atmospheric Administration, (NOAA), National Marine Fisheries Service, (NMFS) Office for Law Enforcement, hereafter "OLE," and the State of Hawaii Department of Land and Natural Resources, Division of Conservation and Resources Enforcement, hereafter "AGENCY," is to facilitate the operations, administration, and funding of the AGENCY to enforce Federal laws and regulations under the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801, et seq.)(Magnuson-Stevens Act), the Endangered Species Act of 1973 (16 U.S.C. §1531, et seq.), (ESA), the Lacey Act Amendments of 1981 (U.S.C. §3371, et seq.)(Lacey Act), and the National Marine Sanctuaries Act (16 U.S.C. §1431, et seq.) (NMSA).

II. BACKGROUND AND SCOPE

This JEA is intended to be consistent with the purposes and intent of §1861(h) of the Magnuson-Stevens Fishery Conservation and Management Act, ("MSFCMA"), 16 U.S.C. §1801 et seq. to the extent applicable to the regulated activities. In addition, this JEA and Operations Plan are intended to provide a framework for the enforcement of Federal and State fisheries regulations offshore of the State, between the OLE and the AGENCY. Central to this JEA is the prevention and detection of violations by federally deputized officers from the AGENCY. Key features of this jointly administered plan include an increased overt presence by the AGENCY to achieve higher levels of voluntary compliance with Federal regulations, the issuance of Federal funds by the OLE, and the processing through resolution of certain specified cases, which could be handled under either Federal or State law.

III. AUTHORITY

DOC/NOAA has authority to protect the Nation's fisheries and engage in fishery conservation and management activities under the Magnuson-Stevens Fishery Conservation Management Act (Magnuson-Stevens Act) generally. DOC/NOAA is further authorized, under 16 U.S.C. §1861(a) to enforce provisions of the Magnuson-Stevens Act and, in conducting such enforcement, to utilize the personnel, services,

equipment (including aircraft and vessels), and facilities of such State agencies on a reimbursable basis or otherwise.

DOC/NOAA has authority to protect the Nation's threatened and endangered species and engage in their conservation under the Endangered Species Act (ESA) generally. DOC/NOAA is further authorized, under 16 U.S.C. §1540(e) (1) to enforce provisions of the ESA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies with or without reimbursement.

DOC/NOAA has authority to prevent illegal trafficking of fish and wildlife taken and/or possessed in violation of State, Federal, Indian tribal and foreign laws and engage in conservation and management activities under the Lacey Act Amendment (Lacey Act) generally. DOC/NOAA is further authorized, under 16 U.S.C. §3375(a) to enforce provisions of the Lacey Act and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies with or without reimbursement.

DOC/NOAA has authority to protect the Nation's national marine sanctuaries and engage in conservation and management activities under the National Marine Sanctuaries Act (NMSA) generally. DOC/NOAA is further authorized under 16 U.S.C. §1437(h), to enforce provisions of the NMSA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable basis or otherwise.

The State of Hawaii has authority to conduct the activities contemplated by this agreement under the Hawaii Revised Statutes Section 199-3(a)(3), which authorizes DLNR to enter into cooperative agreements with federal agencies to promote wildlife management, conservation, and research, and section 29-14, which applies because the State will receive Federal funds under the JEA.

IV. TERMS

A. All enforcement activities under this JEA shall be conducted in compliance with the Cooperative Enforcement Agreement between the OLE and the AGENCY and the attached Operations Plan.

B. The AGENCY agrees to provide, on a reimbursable basis and/or otherwise, the following personnel, services, equipment, and facilities:

1. Trained, equipped, and federally deputized officers to perform marine law enforcement activities as described in the Operations Plan. Their focus will be to determine compliance with Federal fishing regulations.

2. The AGENCY will provide 1088 hours of marine law enforcement or related work under this agreement. The minimum hours of specified patrol priorities are specified in the Operations Plan. Operational considerations will dictate the number of officers deployed for each patrol or activity.

a. The ability of the AGENCY to operate within the Operations Plan will be subject to limitations which include but are not limited to: weather conditions, mechanical problems, compliance with the Federal Fair Labor and Standards Act, and emergency deployment due to natural disasters or civil disturbances.

b. During these patrols, AGENCY officers will log all contacts made in connection with the obligations set forth in the Operations Plan.

3. The AGENCY will purchase the following equipment, services, or property for use under this agreement:

a. Ballistic Floatation Vests (20)	$8000
b. R/R Outboard Engines, Gauges, and Controls (2)	$25,000
c. Digital Camera and Accessories (41)	$7,175
d. 4x4 Pick-Up Truck (1)	$26,760
Total=	**$66,935**

4. a. AGENCY officers will enforce Federal fisheries laws guided by the jointly agreed upon priorities as outlined in the Operations Plan. Those cases whose resolution will be handled by the State, e.g., by administrative, civil and/or criminal prosecution, restitution, or otherwise, are referenced in paragraph 5 below and further outlined in the Operations Plan.

b. Through the contacts provided in the Operations Plan, the AGENCY will immediately contact the OLE upon the detection of any other case involving Federal laws under which the OLE has authority, including but not limited to the Magnuson-Stevens Act, the Endangered Species Act, the Lacey Act, the Marine Mammal Protection Act, the Atlantic Coastal Fisheries Cooperative Management Act, the Atlantic Tunas Convention Act, and the National Marine Sanctuaries Act, Northern Pacific Halibut Act, and upon the documentation of those cases outlined in the Operations Plan that involve aggravating circumstances.

5. a. The AGENCY will handle as appropriate through resolution, *e.g.*, by administrative, civil and/or criminal prosecution, restitution, or otherwise, in its court system, or in any subordinate court or administrative system with appropriate jurisdiction within the State, all cases which may be handled under State law only, and certain cases which may be handled under either Federal or State law, whether such cases originate in State or Federal waters. The parties anticipate that these types of cases comprise many, if not most, of the violations that will be detected.

b. Additionally, the AGENCY will handle as appropriate all cases which do not comply with Federal procedures and guidelines, practices, laws, and regulations, which are outlined in the Operations Plan.

c. The State of Hawaii hereby certifies that it has the authority and jurisdiction to so handle such cases as outlined in paragraphs 5(a) and (b), above.

d. Upon contact/notification as outlined in paragraph 4(b) above, a determination of whether the State or the OLE will handle the case will be made jointly with the regional NOAA General Counsel for Enforcement and Litigation and the appropriate State of Hawaii attorney.

6. For those cases involving violations of Federal fisheries or marine natural resources laws (i.e. Magnuson-Stevens Act, ESA, NMSA, and the Lacey Act) detected by AGENCY officers that will be prosecuted federally, whether administratively, civilly, or criminally, the basic procedures are as follows:

a. The cases will be documented using AGENCY forms or other forms as jointly agreed to by the AGENCY and the OLE and then provided to the OLE at the earliest practical date and within statutory and regulatory guidelines as outlined in the Operations Plan. The OLE will accept for review those cases which are properly prepared for Federal action and meet all applicable Federal procedures and guidelines, practices, law, and regulations as outlined in the Operations Plan.

b. To the extent agreed upon in advance or as requested by the OLE Special Agent(s), AGENCY officers will conduct follow-up investigations of any Federal violation forwarded for Federal action. These investigations may include obtaining documents, researching records, conducting surveillance and conducting interviews. The AGENCY will work closely with the local OLE Special Agent(s) to ensure a good flow of information and to address current areas of concern by the OLE and/or the Federal administrative, civil and/or criminal attorney(s).

c. When necessary, AGENCY officers will be made available to testify in Federal administrative and judicial proceedings. The OLE will pay the approved cost of travel for all AGENCY officers to assist the OLE in any Federal administrative or judicial proceeding.

7. The AGENCY may incorporate JEA funding to develop and distribute promotional and educational material for their community oriented policing project. The materials will inform the public of the problems the various living marine resources are encountering. It will also inform the public of the importance of reporting suspected abuses and possible

violations of existing State and Federal laws and regulations. AGENCY officers will distribute the material at tournaments, public appearances, sportsmen and boat shows, fishing tackle shops, and through their programs.

V. MEASUREMENT OF PERFORMANCE OBJECTIVES

The AGENCY will record all patrol and enforcement activity using the OLE web-based database on at least a monthly basis. In addition, an annual report will be produced, published, and forwarded to the OLE within 90 calendar days after the expiration of this JEA.

VI. FUNDING

The OLE transfers $150,000 to the AGENCY. All responsibilities under this JEA are subject to the availability of appropriated funds. Funds transferred pursuant to this JEA are available until September 30, 2010.

VII. PROOF OF PURCHASE

The AGENCY will, within 30 days of the purchase of any equipment, service, or property, provide copies of proof of purchase to the OLE.

VIII. PERIOD

This JEA becomes effective when signed by the parties. The JEA terminates two (2) years from the effective date. It may be terminated before that by mutual written agreement of the parties. Any funds not obligated before expiration or termination of this JEA must be returned to the OLE. In the alternative, The AGENCY may request the OLE, at least 30 days prior to the expiration or termination of this JEA, to extend the term of this JEA.

The OLE may, at its sole discretion and so long as this JEA has not expired and the money is still available, agree to extend the term of the JEA to any date up to the expiration of the availability of the funds. Any funds remaining after that date not expended must be promptly returned to the OLE.

IX. RECORD RETENTION/ACCESS

The AGENCY shall keep such records that relate to work conducted under this agreement as deemed necessary by the Department of Commerce, National Marine Fisheries Service, and/or the OLE. Upon written request, the AGENCY will make available to the OLE, within three (3) business days, copies of all records, invoices or other evidence of payments to third parties for all work and services performed for the OLE under this agreement.

X. AUDIT, EXAMINATION, AND REVIEW

Representatives of the Department of Commerce, its Office of Inspector General, and the Office for Law Enforcement shall have access, for the purpose of audit, examination, and review, to any books, documents, papers, and records of the AGENCY that relate to the work conducted under this agreement.

XI. CONFIDENTIALITY OF DATA AND INFORMATION

All data and information submitted to the State pursuant to this JEA shall be confidential in accordance with the MSFCMA, 16 U.S.C. §1881a.

XII. INJURIES AND PROTECTION FROM LIABILITY

AGENCY officers, while acting according to and under the authority of this JEA may be provided coverage for injuries sustained while enforcing Federal laws and provided protection from liability, as set forth in the CEA.

XIII. MODIFICATION AND CANCELLATION

The provisions of this JEA may be modified by amendment or cancelled by written agreement of both parties. Modifications relating to increased funding require a detailed account.

Within the rate structure attached, and in furtherance of the overall goal to maximize the efficiency of enforcement operations, both parties to this JEA recognize that the AGENCY may have to increase the amount of hours expended in one category and correspondingly decrease operations in another category. It may, for example, be necessary to increase offshore patrol hours and decrease dockside hours to properly address a particular poaching threat from violators determined to steal the living marine resources this JEA is dedicated to protect. Estimates for the amount of legal assistance may increase or decrease. This JEA recognizes and encourages that flexibility.

XIV. OTHER PROVISIONS

Nothing herein is intended to conflict with any current DOC, NOAA, NMFS, or State/Territory directives. If any provisions of this JEA are inconsistent with such directives, those portions of this JEA that are inconsistent shall be invalid, but the remaining terms and conditions shall remain in full force and effect. At the first opportunity for review of the JEA, all necessary changes will be accomplished by either an amendment to this JEA or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

Should disagreements arise on the interpretation of the provisions of this JEA, or amendments, and/or revisions thereto, that cannot be resolved at the operating unit level, the area(s) of disagreement shall be Stated in writing by each party and presented to the

other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

_____ _____

Dale J. Jones
Director, Office for Law Enforcement
National Marine Fisheries Service
National Oceanic & Atmospheric Administration

Date

_____ _____

Laura H. Thielen
Chairperson, Board of Land and Natural Resources
State of Hawaii

Date

APPROVAL TO FORM:

_____ _____

Deputy Attorney General, State of Hawaii

Date

ADDENDUM ONE
OPERATIONS PLAN
STATE OF HAWAII
2008 JOINT ENFORCEMENT AGREEMENT

I. PURPOSE

The purpose of this Operations Plan is to set forth the specific operational requirements necessary to carry out the provisions of the Joint Enforcement Agreement (JEA) between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service, Office for Law Enforcement, hereafter, "OLE," and the State of Hawaii Department of Land and Natural Resources, Division of Conservation and Resources Enforcement, hereafter "AGENCY," Further, this Operations Plan explains the methods by which compliance is to be accomplished.

II. SCOPE OF PLAN

This Operations Plan identifies the Federal priorities targeted for increased enforcement under the JEA, explains, describes, and elaborates upon the work to be performed by the AGENCY, describes the equipment, services, or property that will be purchased with JEA funds, mandates reporting requirements, sets forth enforcement guidelines, and identifies points of contact for the AGENCY and OLE.

III. DESCRIPTION OF WORK TO BE PERFORMED

Subject to the availability of appropriate funding, the AGENCY will provide the OLE with fully trained, equipped and federally deputized officers to patrol offshore, near-shore and dockside using AGENCY equipment to determine compliance with Federal law and regulations. The OLE and the AGENCY have identified the following Federal enforcement priorities that will be addressed and the work that will be performed during the term of the JEA (or attach separate explanation of detailed work to be performed). *A detailed explanation of direct personnel costs is contained in the Costing Plan attached hereto.*

A. Priority 1 Protected Species (includes Monk Seals, Humpback Whales, Sea Turtles, etc.) Total man hours for priority - 425

Off Shore/At Sea Activities: Monitor for and investigate illegal takes and other violations involving the endangered/threatened species, including violations relating to humpback whales within the Hawaiian Islands Humpback Whale National Marine Sanctuary.

Schedule/Season: All year

Near Shore (land) Activities: Monitor for and investigate illegal takes and other violations involving the endangered/threatened species, including violations relating to humpback whales within the Hawaiian Islands Humpback Whale National Marine

Sanctuary.
Schedule/Season: All year

B. Priority 2 Federal Fishery – Federally Permitted Commercial Fishing Vessels and Federally Regulated Bottomfish Species Total man hours for priority - 296

Dockside (land) Activities: Conduct dockside boardings of federally permitted fishing vessels to ensure compliance, or investigate violations of, Federal and State fishery laws and regulations. Also, to conduct dockside and boat ramp boardings and inspections of vessels engaged in bottomfishing, to ensure compliance with and investigate violations of Federal and State bottomfish regulations and rules.
Schedule/Season: All year

Off Shore/At Sea Activities: Conduct at sea boardings and inspections of vessels engaged in bottomfishing, to ensure compliance with and investigate violations of Federal and State bottomfish regulations and rules.
Schedule/Season: All year

C. COPPS (Outreach)
Total man hours- 25
Activities: AGENCY officers will conduct public outreach and education efforts to help educate the public about Federal and State conservation and fishery laws. This will include the distribution of educational materials and presentations to local communities and tourist groups. These efforts will especially focus on educating people about human to endangered species interactions, such as people interactions with sea turtles and monk seals.
Schedule/Season: All year

D. Clerical - Accountant
Total man hours- 42
Activities: The hours for this position will be used for accounting and budget work related to the JEA, including the work associated with managing the JEA funds, managing overtime funds related to the JEA work, and providing invoices and other required financial documentation to the OLE for all JEA related purchases/expenses on a quarterly basis, or as the records become available.

E. Clerical – Clerk Typist
Total man hours- 300
Activities: The clerk will collect data required by this JEA agreement, and enter the data elements for JEA enforcement actions conducted by the AGENCY into an OLE supplied web based database program. The OLE requires that data be collected for contacts made by the state while performing JEA related work. The clerk will enter the data into the web based database on a monthly basis, or as such information becomes available. The clerk will interact with the OLE JEA representative to ensure data integrity is achieved and assist with JEA related projects as required. Regularly scheduled meetings will be held to address any concerns and ensure a good flow of information is established and maintained.

F. Total Personnel Hours (in man hours): 1088

IV. ADDITIONAL OPERATIONAL DETAILS

A. Allocating patrol hours to a particular vessel or geographic location will be made on the basis of operational needs with the overall goal of achieving the highest possible compliance with Federal fishing regulations. Operational considerations will dictate the number of officers deployed for each patrol.

A. The OLE and the AGENCY recognize that Federal enforcement priorities may change during the course of the JEA. In the event that a change in enforcement strategy is required, and so long as the AGENCY has the resources and is capable of performing the additional duties, the OLE and the State may, by amendment, modify the work to be performed or equipment, services, or property to be purchased under the JEA and this Operations Plan.

B. The AGENCY will submit monthly and yearly reports of activities using a web-based reporting system provided by OLE.

C. The AGENCY will notify the OLE of any incident in which AGENCY officers performing work under this JEA use any degree of force in the course of their duties which results in injury or death. Such notification will include the date, time, location, type of force used, identity of person(s) injured and nature of injuries. Upon written request from the Director, OLE, or the Office of General Counsel for Enforcement and Litigation, (GCEL), the AGENCY will provide all information related to the incident to the OLE or the GCEL. Any information provided by the AGENCY shall be subject to all confidentiality provisions as provided by Federal law.

ADDENDUM ONE
OPERATIONS PLAN
STATE OF HAWAII
2008 JOINT ENFORCEMENT AGREEMENT

V. EQUIPMENT, SERVICES, OR PROPERTY

The AGENCY will purchase the following equipment, services, or property with JEA funds. *A detailed explanation is set forth in the Costing Plan attached hereto.*

A. Equipment:

1. Ballistic Floatation Vests (20)		$8000
2. R/R Outboard Engines, Gauges, and Controls (2)		$25,000
3. Digital Camera and Accessories (41)		$7,175
	Total	$40,175

B. Property:

4x4 Pick-Up Truck (1)	$26,760
Total	**$66,935**

VI. ENFORCEMENT GUIDELINES

A. The patrols will occur on a year-round basis according to a schedule agreed to by AGENCY and OLE. During the patrols, AGENCY officers will log all contacts made with fishing vessels, including the date, location, name of the vessel, activity, number of persons aboard the vessel and, if obtained, the names of any persons who were aboard the vessels that were contacted. This log will be made available to OLE at the conclusion of each patrol for purposes of determining compliance by fishers with Federal fishing regulations, and to monitor AGENCY performance under the terms of this contract.

B. AGENCY will immediately contact the OLE upon documentation of any other case involving Federal laws under with NOAA has authority, including but not limited to the Magnuson-Stevens Act, the Endangered Species Act, the Lacey Act, the Marine Mammal Protection Act, the Atlantic Tunas Convention Act, and the National Marine Sanctuaries Act, and upon the documentation of those cases that involve aggravating circumstances. A determination of whether the State or OLE will handle the case will be made jointly with the regional NOAA General Counsel for Enforcement and Litigation and the appropriate State attorney.

VII. CONTROLLING STATUTES, REGULATIONS, ETC.

For purposes of this JEA and Operations Plan, Federal procedures and guidelines, practices, and law may include but are not limited to the following:

The Magnuson-Stevens Act, the Endangered Species Act, the Lacey Act, the

Atlantic Tunas Convention Act, the National Marine Sanctuaries Act, the Atlantic Coastal Fisheries Cooperative Management Act, the Northern Pacific Halibut Act, the Freedom of Information Act, the Privacy Act, and regulations and notices issued there under;

In addition to the regulations above, all other regulations and notices issued under the authority of DOC, including but not limited to:

15 C.F.R. Part 904;

50 C.F.R. Parts 600 and 622;

The Civil Asset Forfeiture Reform Act of 2000 (CAFRA);

The Small Business Regulatory Enforcement Fairness Act (SBREFA);

Applicable DOJ provisions.

VIII. CONTACTS

For GCQA-MITF: John Evangelista-CQ 1
john.evangelista@cqa.guam.gov (671)475-6331

For OLE: John Barylsky-ASAC
john.barylsky@noaa.gov (808) 541-2745

Attachments:

Costing Plan
Vendor Profile Form

ADDENDUM TWO
Cooperative Enforcement Program
2008 Costing Plan
STATE OF HAWAII

PART ONE: DIRECT OPERATIONS		
Step 1: Personnel Cost Per Hour Calculation		
Law Enforcement Officer (LEO)	Amount	
A.. Yearly max salary of Journeyman	$60,768	
B. Hourly Rate	$29.22	
C. Overtime (Hourly x1.5) (if applicable)	$43.82	
D. Government benefits cost reduced to hourly cost	$18.02	
E. FICA	$	
F. Employee retirement 24% ($11,685/2080)	$	
G. Employee health insurance	$	
H. Workers' compensation insurance	$	
I. Unemployment insurance		
Total LEO Cost Per Hour (B or C +D)	$61.84	
Admin. Support/Specialist (Accountant)		
A. Yearly max salary of	$57,720	
B. Hourly Rate	$27.75	
C. Overtime (Hourly x1.5) (if applicable)	$41.63	
D. Government benefits cost reduced to hourly cost	$17.12	
F. FICA		
G. Employee retirement	N/A	
H. Employee health insurance	N/A	
I. Workers' compensation insurance	N/A	
J. Unemployment insurance	N/A	
3. Total Admin. Support/Specialist Cost Per Hour (B or C +D,)	$58.75	
Admin. Support/Specialist (Clerk Typist II)		
A. Yearly max salary of	$37,956	
B. Hourly Rate	$18.25	
C. Overtime (Hourly x1.5) (if applicable)	$27.38	
D. Government benefits cost reduced to hourly cost	$11.26	
F. FICA		

ADDENDUM TWO
Cooperative Enforcement Program
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G. Employee retirement	N/A	
H. Employee health insurance	N/A	
I. Workers' compensation insurance	N/A	
J. Unemployment insurance	N/A	
3. Total Admin. Support/Specialist Cost Per Hour (B or C +D,)	$38.64	
Step 2: Vessel/Aircraft Operating Cost Calculation		
A. Offshore Patrol Vessel		
1. Fuel- 8 gal/hr @ $3.75/gal	$30.00	
2. Oil- NA	$	
Total (line 1 + line 2)	$30.00	
B. Nearshore Patrol Vessel		
1. Fuel- 6 gal/hr @ $3.75/gal	$22.50	
2. Oil- $1.00 of oil cost per hour	$1.00	
Total (Line 1 + line 2)	$23.50	
C. Aircraft Patrol	N/A	
1. Fuel- XX gal/hr @ $X.XX/gal	N/A	
2. Oil- XX gal/hr @ $X.XX/gal	N/A	
Total (Line 1 + line 2)	N/A	

Step 3: Cost of Services Calculations

A. Land Based Personnel Costs		Labor Cost per Hour	# of Personnel	# of Hours	Total
1. Land-Based Patrols		$61.84	1	596	$36,856.64
2. Community Outreach		$61.84	1	25	$1,546.00
3. Admin Support/Accountant		$58.75	1	42	$2,467.50
3. Admin. Support/Clerk Typist		$38.64	1	300	$11,592.00
4. TOTAL LAND-BASED HOURS AND COST (A1 + A2 + A3)				963	$52,462.14

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Cooperative Enforcement Program
2008 Costing Plan
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B. VESSEL/AIRCRAFT COSTS					
Description of Craft	a. # of Crew	b. Crew Cost/Hr.	c. Vessel Cost/Hr.	d. # of Hrs.	e. Total (axb+c)xd
1. Offshore Patrol Vessel	3	$185.52	$30.00	25	$5,388.00
2. Nearshore Patrol Vessels	2	$123.68	$23.50	25	$3,679.50
3.					
4. Total Vessel/Aircraft Hours and Costs (B1e + B2e + B3e)				50	$9067.50
TOTAL COST OF SERVICES (3A4 +3B4)					$61,530.00

Step 4: Overhead Calculations	
A. Total Cost of Services (rounded up)	$61,530.00
B. X 35% (.35)	----------
Total Overhead (4A x .35) (rounded down)	$21,535.00

Step 5: Direct Operations Calculations	
A. Total Cost of Services	$61,530
B. Total Overhead	$21,535
Total Direct Operations (5A+5B)	$83,065

PART TWO: DIRECT PURCHASES			
ITEM (Equipment, Property, or Service)	Cost Per Unit	Quantity	Total
Ballistic Floatation Vest	$400	20	$8,000
R/R 2 Outboard Engines, Gauges, and Contols	$25,000	1	$25,000
4x4 Pick-Up Truck, Full Size Extended Cab, with towing package, light bar, radio, PA, siren, and rustproofing	$26,760	1	$26,760
Digital Camera and Accessories	$175	41	$7,175
Total Direct Purchases			$66,935

PART THREE: CALCULATION OF TOTAL AMOUNT	
A. Total Direct Operations	$83,065
B. Total Direct Purchases	$66,935
TOTAL AMOUNT OF JEA (A + B)	$150,000