

**Amendment One
For
2013 Joint Enforcement Agreement
Between
The State of Florida
Fish and Wildlife Conservation Commission
And
The U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Office for Law Enforcement**

NOAA Fisheries/Office for Law Enforcement (OLE) has a Joint Enforcement Agreement (JEA) with the State of Florida, Fish and Wildlife Conservation Commission (FWCC). OLE and FWCC desire to amend the 2013 JEA as set forth below:

It is therefore AGREED, that the 2013 JEA be and is hereby amended:

1. That the terms and conditions set forth in the attached Florida Keys National Marine Sanctuary Division Enforcement Plan Addendum and Financial Plan Addendum, attached hereto, be and are hereby incorporated into and made a part of the 2013 Joint Enforcement Agreement between FWCC and OLE.
2. That the NOAA, Office of National Marine Sanctuaries (ONMS) transfers to OLE a total amount of \$596,459 for 13,567 personnel hours and 4,000 at-sea vessel hours of work to be performed by FWCC during the period covered by the 2013 JEA. All responsibilities under this JEA Amendment are subject to the availability of appropriated funds.
3. All funding allocated under this JEA Amendment will be on a reimbursable basis to the Agency for all direct services and personnel costs outlined in the JEA Amendment and Division Enforcement Plan Addendum (DEPA).
4. The Agency may request, at least 30 days prior to the expiration or termination of this JEA Amendment, that the OLE and FKNMS extend the expiration date of the JEA and JEA Amendment.
5. The OLE and FKNMS may, at their discretion and so long as the JEA and JEA Amendment have not already expired or been terminated, agree to extend the expiration date of the JEA to any date up to the congressionally mandated limit of the availability of funds, September 30, 2015.
6. That the JEA includes the following legal authority:

“The legal authority for the FKNMS and the FWC to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1442(e), which allows the ONMS,

whenever appropriate, to use by agreement, the personnel, services, and facilities of State or other Federal departments, agencies, and instrumentalities, on a reimbursable or non-reimbursable basis, to carry out the Secretary's responsibilities under this section, which pertains to the enforcement of the NMSA and regulations thereunder.

The programmatic authority for the ONMS to enter into this Agreement is the NMSA, 16 U.S.C. 1431 *et seq.*, which allows for the development and implementation of coordinated plans for the protection and management of these special marine areas with appropriate Federal agencies, State and local governments, Native American tribes and organizations, international organizations, and other public and private interests concerned with the continuing health and resilience of these marine areas."

7. That the JEA includes the following language:

"It is hereby agreed that, to the extent permitted by law, the State of Florida and the United States Government will be responsible and liable for the negligent and wrongful actions of their own employees and agents acting within the scope of their employment in the conduct of activities pursuant to this Agreement. State of Florida law enforcement officers deputized as federal law enforcement officers and while acting in such capacity shall be considered to be (1) investigative or law enforcement officers of the United States for purposes of the Federal Tort Claims Act, 28 U.S.C. §§ 2671, *et seq.*, the Suits in Admiralty Act, 46 U.S.C. §§ 30901, *et seq.*, and the Public Vessels Act, 46 U.S.C. §§ 31101, *et seq.*; and (2) officers or employees of the Department of Commerce within the meaning of 18 U.S.C. §§ 111 and 1114. Nothing contained herein shall constitute waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes."

"Such officers may be covered under 5 U.S.C. §§ 8191-8193, Law Enforcement Officers Not Employed by the United States, for injuries sustained while enforcing Federal laws, provided that such injuries occurred under one of the circumstances enumerated in Section 8191. The Secretary of Labor will provide compensation for covered injuries enumerated in Section 8192. This coverage is intended to supplement rather than replace any State or local benefits otherwise payable."

"Pursuant to Section 6.304 of the Department of Commerce Personal Property Management Manual, the Agency is liable for all loss, damage, or destruction of Government property with the exceptions of reasonable wear and tear to Government property."

This JEA modification shall become effective on the date when signed by all parties. All other provisions of the 2013 JEA and Operations Plan will remain in full force and effect.

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Date: 2013.08.27 12:24:49 -04'00'

Bruce C. Buckson, Director
Office of Law Enforcement
National Oceanic & Atmospheric Administration
National Marine Fisheries Service


Date


for **Daniel J. Basta, Director**
Office of National Marine Sanctuaries
National Oceanic & Atmospheric Administration

Date 8/27/2013


for **Colonel Calvin Adams, Director**
Division of Law Enforcement
Florida Fish and Wildlife Conservation Commission

Date 8/22/13

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Commission Attorney

FLORIDA 2013 JEA DIVISION ENFORCEMENT PLAN ADDENDUM

DIVISION ENFORCEMENT PLAN
2013 JOINT ENFORCEMENT AGREEMENT
BETWEEN
National Marine Fisheries Service
Office of Law Enforcement
And
State of Florida
Fish and Wildlife Conservation Commission

I. DURATION

This Division Enforcement Plan (DEP) is intended to cover (Year):

From: When Signed by Director, OLE To: One Year from Date of Execution

Revisions or modifications to the Divisional Enforcement Plan must be provided to HQ within 15 days.

II. PURPOSE

The purpose of this DEP 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 of Law Enforcement, hereafter, "OLE," and the State of Florida, Florida Fish and Wildlife Conservation Commission (FWCC), hereafter "AGENCY." Further, this DEP explains the methods by which compliance is to be accomplished. The DEP will serve as the day-to-day operational framework for this JEA. It contains those Federal priorities that will be targeted for increased enforcement by the AGENCY during this JEA.

III. SCOPE OF PLAN

This DEP identifies living marine resource and conservation priorities targeted for increased enforcement under the JEA, explains, describes, and elaborates upon the work to be performed by the AGENCY, mandates reporting requirements, sets forth enforcement guidelines, and identifies points of contact for the AGENCY and the OLE.

IV. ASSISTANCE OBTAINING MAGNUSON-STEVENSON ACT CONFIDENTIAL DATA

- A. The Magnuson-Stevens Marine Fishery Conservation and Management Act allows State law enforcement personnel access to Magnuson-Stevens Act confidential data, for enforcement purposes, pursuant to 16 USC 1881a (b)(1)(C). In some cases the AGENCY and/or OFFICER will have direct access to Magnuson-Stevens Act confidential data, for enforcement purposes, via arrangements with OLE. In other cases, Magnuson-Stevens Act confidential data will not be directly accessible to the AGENCY and/or OFFICER (e.g. data maintained by NMFS Regions, NMFS Science Centers, NMFS Offices, and/or OLE). In these cases the AGENCY and/or its OFFICERS will follow the procedures outlined below to obtain access to Magnuson-Stevens Act confidential information to which they do not otherwise have direct access.

- B. If the AGENCY or OFFICER needs access to Magnuson-Stevens Act confidential data to which they do not otherwise have direct access, for enforcement purposes, the AGENCY or OFFICER shall request (either orally or in writing) the assistance of OLE in obtaining said data. Any such request should be directed to the Division Cooperative Enforcement Program (CEP) Coordinator responsible for this JEA. In the event that the CEP Coordinator is unavailable, request should be directed to the Division CEP Manager contact listed for this JEA. In the event that the JEA contact is unavailable, the request may be directed to the Special Agent-in-Charge (SAC) or Deputy Special Agent-in-Charge (DSAC) for the OLE Region in which the AGENCY is located.

V. REPORTING

- A. The AGENCY will submit monthly reports of all activities using the OLE's web-based reporting system, if required, or in a format established by the OLE no later than the 30th of every month.
- B. The monthly report will include, but is not limited to, all targeted enforcement activity at-sea and dockside hours; air patrol hours; administrative and clerical hours; outreach and education hours; the number of commercial, recreational, and/or headboat/tournament fishing contacts, by fishery or fishery management plan; the number of inspections; and the number of enforcement actions, which include warnings, citations, and/or arrests, and summary settlements. The AGENCY will provide a separate list of every citation issued or arrest made during the month, categorized by fishery or fishery management plan and will include the citation or arrest number.
- C. In addition, the AGENCY will report all education and outreach activities and will report the number of activities and the estimated number of individuals attending each activity.
- D. The Special Agent-in-Charge of the division in which the AGENCY is located may request the AGENCY to provide additional information or reports as needed to manage, plan, and evaluate AGENCY performance under this JEA.
- E. The AGENCY will provide the following additional information to the OLE:

Where this agreement covers a one (1) year period, the AGENCY will also prepare and submit a final report to the OLE within 90 days of the expiration or termination of this JEA and DEP. The final report will contain a summary of all of the activities set forth in the monthly report, any other measurable performance objectives, and any other relevant information requested by the OLE or desired by the AGENCY that explains or highlights activities undertaken under this JEA.

The report for activities conducted under this amendment may be included as a separate Unit in the final report for the Florida JEA.

FWCC will provide monthly reports identifying the number of hours of the officers on the water, the number of hours addressing each major program activity, number of groundings broken out by bottom type (i.e., seagrass vs. coral) and type of violation (i.e., NOVA, Summary Settlement, Warnings, etc.), as well as the number of FKNMS related contacts, warnings, and citations (as provided in the monthly report template). The FWCC Major, two Captains, Lieutenant (Gladding), and the two officers (short range

patrols) will meet with the FKNMS Superintendent and representative from OLE on a quarterly basis to discuss enforcement actions and priorities.

VI. MODIFICATIONS

Alterations, modifications, and changes to the DEP are expected as needs and priorities change during the course of this JEA. The DEP may be modified by written agreement between the SAC and the appropriate AGENCY representative. A formal amendment to the JEA or DEP is required if substantive provisions of the JEA or DEP are to be altered, modified, or changed.

VII. CONTROLLING STATUTES, REGULATIONS, ETC.

For purposes of this DEP, 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 Agency:	Alfredo Escanio Major, FWC 305-956-2500 Alfredo.Escanio@MyFWC.com
Division CEP Manager:	Otha Easley Acting Special Agent In Charge 727-824-5344 Otha.Easley@noaa.gov
Division CEP Coordinator:	Brian K. Mattingly CEP Coordinator/JEA Technician 727-824-5395 Brian.Mattingly@noaa.gov
For FKNMS:	Sean Morton FKNMS Superintendent 305-809-4700 Sean.Morton@noaa.gov

Stephen Werndli
FKNMS Enforcement and Emergency Response Coordinator
305-852-7717
Stephen.Werndli@noaa.gov

IX. ADDITIONAL PROVISIONS

ONMS Provisions:

The FKNMS agrees to provide the following:

1. Six law enforcement vehicles, two law enforcement vessels (25' to 30'), the P/V Peter Gladding, and one long range law enforcement vessel for the P/V Peter Gladding crew as well as fuel and maintenance.
2. Mess supplies (food) for the long range patrols conducted on the P/V Peter Gladding to meet the requirements in the Statement of Work.
3. Maintenance of NOAA owned patrol vessels and vehicles.
4. The FKNMS will pay the approved cost of travel for FWC officers to assist the OLE in any Federal administrative or judicial proceeding related to enforcement of FKNMS regulations.
5. One office for a Law Enforcement Lieutenant and one office for Law Enforcement Officers at the Dr. Nancy Foster Florida Keys Environmental Complex. The conference room at the Sanctuary's Key Largo office and at the Florida Keys Eco-Discovery Center is also available for FWC enforcement meetings.

FWC Agrees:

1. Vessel and vehicle maintenance, operation, and accident reporting will follow the guidelines established by NOAA.

Liability Clause:

"It is hereby agreed that, to the extent permitted by law, the State of Florida and the United States Government will be responsible and liable for the negligent and wrongful actions of their own employees and agents acting within the scope of their employment in the conduct of activities pursuant to this Agreement. State of Florida law enforcement officers deputized as federal law enforcement officers and while acting in such capacity shall be considered to be (1) investigative or law enforcement officers of the United States for purposes of the Federal Tort Claims Act, 28 U.S.C. §§ 2671, et seq., the Suits in Admiralty Act, 46 U.S.C. §§ 30901, et seq., and the Public Vessels Act, 46 U.S.C. §§ 31101, et seq.; and (2) officers or employees of the Department of Commerce within the meaning of 18 U.S.C. §§ 111 and 1114. Nothing contained herein shall constitute waiver by either Party of its sovereign immunity or the provision of Section 768.28, Florida Statutes."

"Such officers may be covered under 5 U.S.C. §§ 8191-8193, Law Enforcement Officers Not Employed by the United States, for injuries sustained while enforcing Federal laws, provided that such injuries occurred under one of the circumstances enumerated in Section 8191. The

Secretary of Labor will provide compensation for covered injuries enumerated in Section 8192. This coverage is intended to supplement rather than replace any State or local benefits otherwise payable.”

“Pursuant to Section 6.304 of the Department of Commerce Personal Property Management Manual, the Agency is liable for all loss, damage, or destruction of Government property with the exceptions of reasonable wear and tear to Government property.”

X. FEDERAL ENFORCEMENT PRIORITIES

A. The AGENCY and OLE agree the total number of hours set forth herein is intended to be flexible and allow the most efficient and effective use of those hours for the purposes of increased Federal enforcement:

B.

Florida Keys National Marine Sanctuary Enforcement ACTIVITY:

Dockside – Personnel:	8,067 Hours	Outreach:	### Hours
At Sea – Personnel:	5,500 Hours	At Sea – Vessel:	4,000 Hours

GRAND TOTAL HOURS: 16,180 Hours

C. During the term of this DEP, the AGENCY will provide the following targeted enforcement activities:

PRIORITY #1:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Tortugas Ecological Reserve

At-Sea Activities:	High:	Conduct at-sea patrols of the Tortugas Ecological Reserve (North and South)
	Medium:	Enforce Tortugas No-Anchor Area
	Low:	Conduct patrols at the National Park Service Research Natural

Season:	<input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter <input type="checkbox"/> From: <i>Click here to enter a date.</i> To: <i>Click here to enter a date.</i> <input checked="" type="checkbox"/> Other: Year round; One or Two patrols a month in addition to spawning events of Snapper / Grouper (spring) and other significant events warranting extra patrols (e.g., spear fishing tournaments) as determined by FKNMS Superintendent and FWC Major. Enforcing: 15 CFR Secs. 922.163, 922.164, and 922.167
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At-Sea Hours: (Optional)	500 Vessel Hours and 2,000 Personnel Hours
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PRIORITY #2:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Western Sambo Ecological Preserve and Eastern Sambo Special Use Area

At-Sea Activities: High: Patrol Western Sambo Ecological Reserve

Medium: Patrol Eastern Sambo Research Only Area

Season: Spring Summer Fall Winter
 From: [Click here to enter a date.](#) To: [Click here to enter a date.](#)
 Other: Year round; Priority should be given to holiday weekends (primary), weekends (secondary), weekdays (tertiary). Highest priority months would be April through October. Enforcing: 15 CFR Sec's. 922.163 and 922.164

At-Sea Hours: 500 Vessel Hours and 500 Personnel Hours
(Optional)

PRIORITY #3: National Marine Sanctuaries Act (NMSA)

Sub Category: Sanctuary Preservation Areas and Research Only Areas

At-Sea Activities: High: Patrol Sanctuary Preservation Areas: Alligator Reef, Carysfort/South Carysfort Reef, Cheeca Rocks, Coffins Patch, Conch Reef, Davis Reef, Key Largo Dry Rocks, Grecian Rocks, Eastern Dry Rocks, The Elbow, French Reef, Hen and Chickens, Looe Key, Molasses Reef, Newfound Harbor Key, Rock Key, Sand Key, Sombrero Key.

Medium: Research Only Areas: Conch Reef, Looe Key, Tennessee Reef

Season: Spring Summer Fall Winter
 From: [Click here to enter a date.](#) To: [Click here to enter a date.](#)
 Other: Year round; Priority should be given to holiday weekends (primary), weekends (secondary), weekdays (tertiary). Highest priority months would be April through October. Enforcing: 15 CFR Secs. 922.163 and 164

At-Sea Hours: 1850 Vessel Hours and 1850 Personnel Hours
(Optional)

PRIORITY #4: National Marine Sanctuaries Act (NMSA)

Sub Category: Wildlife Management Area Access Restrictions: No Motor Zones, No Access, Idle speed/wake only

At-Sea Activities: High: This activity would be to enforce access and motor restrictions in the wildlife management areas to protect endangered or threatened species or habitats while providing opportunities for public use. Rodriguez Key, Tavernier Key, Snipe Keys, Boca Grande Key, Woman

Key, Marquesas Keys, Tidal flat south of Marvin Key, Cotton Key, Mud Keys, Pelican Shoal Bay Keys, Sawyer Keys, Upper Harbor Key, East and West Content Keys, Little Crane Key, Dove Key Cayo Agua keys, Snake Creek, Cottrell Key, Little Mullet Key, Big Mullet Key, Crocodile Lake, East Harbor Key, Lower Harbor Keys, Eastern Lake Surprise, Horseshoe Key

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year round; Priority should be given to holiday weekends (primary), weekends (secondary), weekdays (tertiary). Highest priority months would be April through October. Enforcing: 15 CFR Sec. 922.164(c)

At-Sea Hours: 500 Vessel Hours and 500 Personnel Hours
(Optional)

PRIORITY #5:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Protected Wildlife-Wild Dolphin Harassment

At-Sea Activities: High: This activity focuses on the FKNMS regulation prohibiting the take or possession of wildlife protected under the Marine Mammal Protection Act (16 U.S.C. 1361 et seq.), Endangered Species Act (16 U.S.C. 1531 et seq.), and Migratory Bird Treaty Act (16 U.S.C. 703 et seq.). Primary focus should be on the areas identified in the attached map as "Dolphin Playground" and "High Use Areas" and NMFS' recommendation for vessels to stay at least 50 yards away while observing wild dolphins.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year Round Enforcing: 15 CFR Sec. 922.163(a)(10)

At-Sea Hours: 50 Vessel Hours and 50 Personnel Hours
(Optional)

PRIORITY #6:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Area to Be Avoided (Operation of tank vessel or Vessel greater than 50 meters)

At-Sea Activities: High: Areas to be avoided as defined in Appendix VII of 15 CFR Sec. 922.164(a); Priority should be given to the Northeastern portion of FKNMS where vessels are entering and exiting the Miami / Port Everglades area.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year round; 15 CFR Sec. 922.164(a)

At-Sea Hours: 200 Vessel Hours and 200 Personnel Hours
(Optional)

PRIORITY #7:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Coral or Live rock removal, Injury or possession

At-Sea Activities: High: FWC will assist NOAA OLE activities related to coral, live rock and other living marine resource removal in violation of FKNMS regulations.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year Round Enforcing: 15 CFR Secs. 922.163(a)(2) and 922.163(a)(12)

At-Sea Hours: 100 Vessel Hours and 100 Personnel Hours
(Optional)

PRIORITY #8:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Grounding Responses

At-Sea Activities: High: FWC will respond to, investigate, and report vessel groundings in the FKNMS. Officers will complete the FKNMS Vessel Grounding Incident Statement and submit to FKNMS for damage assessment purposes. Based on previous activity, it is expected FWC will respond to approximately 200 groundings per year with potential injury to FKNMS resources.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year Round Enforcing: 15 CFR Secs. 922.163(a)(2), 922.163(a)(3) and 922.163(a)(5)

At-Sea Hours: 150 Vessel Hours and 150 Personnel Hours
(Optional)

PRIORITY #9:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Discharges or Deposits

At-Sea Activities: High: FWC will patrol for, respond to, investigate, and report any illegal discharge of pollutants. As part of regular patrols and investigations in coordination with the USCG

and local law enforcement, FWC will enforce FKNMS regulations prohibiting discharges and deposits in the FKNMS.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year Round Enforcing: 15 CFR Secs. 922.163(a)(4) and 922.164(d)(i)

At-Sea Hours: 100 Vessel Hours and 100 Personnel Hours
(Optional)

PRIORITY #10:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Historical/Cultural Resources

At-Sea Activities: High: FWC will patrol for, respond to, investigate, and report any unpermitted moving, removing, injuring, or possessing, or attempting to move, remove, injure, or possess, Sanctuary historical resources. FKNMS will provide FWC the locations of permitted survey areas to assist with the enforcement of permit requirements and ensure compliance.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*
 Other: Year Round; Permit compliance may be enforced when notification has been received that permittees are actively working in their areas. Enforcing: 15 CFR Sec. 922.163(a)(9)

At-Sea Hours: 50 Vessel Hours and 50 Personnel Hours
(Optional)

PRIORITY #11:	National Marine Sanctuaries Act (NMSA)
Sub Category:	Land-Based Support

Dockside Activities: High: Conduct maintenance and underway preparations on patrol vessels including cleaning inside, outside, and under water, corrosion control from the bilges up, and simple repairs at sea and at the dock. Prepare for NOAA Small Boat Program annual inspection as well as hauling out and pressure washing. Conduct equipment maintenance, prepare and attend judicial proceedings, prepare administrative reports, attend training. Also includes land based water patrol and vessel en-route hours.

Season: Spring Summer Fall Winter
 From: *Click here to enter a date.* To: *Click here to enter a date.*

Other: Year Round

Dockside Hours: ### Hours
(Optional)

XI. SIGNATURES

It is agreed that the OLE and the AGENCY will complete the terms of the JEA and the DEP according to the terms set forth herein.

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EASLEY.OTHA.L1365890320
DN: cn=US, ou=U.S. Government, ou=DoD,
ou=FEL, ou=OTHER,
cn=EASLEY.OTHA.L1365890320
Date: 2013.08.26 10:15:10 -0400

Otha Easley, Acting
Special Agent-in-Charge
Office of Law Enforcement
National Marine Fisheries
National Oceanic & Atmospheric Administration

August 26, 2013

Date:



Alfredo Escanio
Major
Florida Fish & Wildlife Conservation Commission

8/26/13

Date:



Sean Morton
FKNMS Superintendent
Office of National Marine Sanctuaries
National Oceanic & Atmospheric Administration

8/22/2013

Date:



FLORIDA KEYS NATIONAL MARINE SANCTUARY

Law Enforcement Officer (Lieutenant)	Amount	
Yearly max salary of Journeyman LEO	\$0.00	
Hourly Rate	\$44.05	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total LEO Cost Per Hour	\$44.05	

Law Enforcement Officer (Enter Position Title)	Amount	
Yearly max salary of Journeyman LEO	\$0.00	
Hourly Rate	\$0.00	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total LEO Cost Per Hour	\$0.00	

Law Enforcement Officer (Officer)	Amount	
Yearly max salary of Journeyman LEO	\$0.00	
Hourly Rate	\$39.64	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total LEO Cost Per Hour	\$39.64	

Law Enforcement Officer (Enter Position Title)	Amount	
Yearly max salary of Journeyman LEO	\$0.00	
Hourly Rate	\$0.00	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total LEO Cost Per Hour	\$0.00	

Admin/Support (Duty Officer)	Amount	
Yearly max salary of Admin./Support	\$0.00	
Hourly Rate	\$26.03	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total Admin. Support/Specialist Cost Per Hour	\$26.03	

Admin/Support (Enter Position Title)	Amount	
Yearly max salary of Admin./Support	\$0.00	
Hourly Rate	\$0.00	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total Admin. Support/Specialist Cost Per Hour	\$0.00	

Admin/Support (Enter Position Title)	Amount	
Yearly max salary of Admin./Support	\$0.00	
Hourly Rate	\$0.00	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total Admin. Support/Specialist Cost Per Hour	\$0.00	

Admin/Support (Enter Position Title)	Amount	
Yearly max salary of Admin./Support	\$0.00	
Hourly Rate	\$0.00	Either/
Overtime (Hourly x1.5) (if applicable)	\$0.00	OR
Government benefits cost reduced to hourly cost	\$0.00	
FICA	\$0.00	
Employee retirement	\$0.00	
Employee health insurance	\$0.00	
Workers compensation insurance	\$0.00	
Unemployment insurance	\$0.00	
Total Admin. Support/Specialist Cost Per Hour	\$0.00	



FLORIDA KEYS NATIONAL MARINE SANCTUARY

AT SEA COSTS	# Personnel	Personnel Cost/Hour	Personnel Hours	Vessel Cost/ Hour	# Vessel Hours	Total
Areas To Be Avoided (Officer)						
Near Shore Vessel	1	\$39.64	165	\$0.00	165	\$6,540.60
Supervisory Crew: No	0	\$0.00	0			\$0.00
Coral or Live Rock Removal, Injury, or Possession (Lieutenant)						
Near Shore Vessel	1	\$44.05	15	\$0.00	15	\$660.75
Supervisory Crew: No	0	\$0.00	0			\$0.00
Coral or Live Rock Removal, Injury, or Possession (Officer)						
Near Shore Vessel	1	\$39.64	85	\$0.00	85	\$3,369.40
Supervisory Crew: No	0	\$0.00	0			\$0.00
Grounding Response (Lieutenant)						
Near Shore Vessel	1	\$44.05	11	\$0.00	11	\$484.55
Grounding Response (Officer)						
Near Shore Vessel	1	\$39.64	139	\$0.00	139	\$5,509.96
TOTAL AT-SEA HOURS AND COST		Total:	415	Total:	435	\$16,565.26

AVIATION COSTS	# Personnel	Personnel Cost/Hour	Personnel Hours	Aircraft Cost/ Hour	# Aircraft Hours	Total
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
Supervisory Crew?	0	\$0.00	0			\$0.00
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
Supervisory Crew?	0	\$0.00	0			\$0.00
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL AVIATION HOURS AND COST		Total:	0	Total:	0	\$0.00

LAND-BASED COSTS	Personnel Cost/Hour	# Personnel	# Hours Per Person	Total Personnel Hours	Total Cost
Description (If Any)					
Dockside/inspections	\$0.00	0	0	0	\$0.00
Outreach/Education	\$0.00	0	0	0	\$0.00
Officer (Partial Time)	\$39.64	1	607	607	\$24,061.48
TOTAL LAND-BASED HOURS AND COST				607	\$24,061.48

TOTAL VALUE OF SERVICES (Land Based Cost + At Sea Cost + Aviation Cost)	\$46,720.75
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Total Overhead (15%)	\$6,984.01
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VALUE OF SERVICES	\$46,720.75
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FUNDING SOURCES	
Alternate Funding Source- List Name (if Applicable)	\$0
COPIES	\$46,721

2013 FINANCIAL PLAN



FLORIDA KEYS NATIONAL MARINE SANCTUARY

AT-SEA COSTS	# Personnel	Personnel Cost/Hour	Personnel Hours	Vessel Cost/ Hour	# Vessel Hours	Total:
Discharges or Deposits (Lieutenant)						
Near Shore Vessel	1	\$44.05	15	\$0.00	15	\$660.75
Supervisory Crew: No	0	\$0.00	0			\$0.00
Discharges or Deposits (Officer)						
Near Shore Vessel	1	\$39.64	85	\$0.00	85	\$3,369.40
Supervisory Crew: No	0	\$0.00	0			\$0.00
Historical/Cultural Resources (Lieutenant)						
Near Shore Vessel	1	\$44.05	4	\$0.00	4	\$176.20
Supervisory Crew: No	0	\$0.00	0			\$0.00
Historical/Cultural Resources (Officer)						
Near Shore Vessel	1	\$39.64	46	\$0.00	46	\$1,823.44
Vessel Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL AT-SEA HOURS AND COST		Total:	150	Total:	150	\$6,029.79

AVIATION COSTS	# Personnel	Personnel Cost/Hour	Personnel Hours	Aircraft Cost/ Hour	# Aircraft Hours	Total:
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
Supervisory Crew?	0	\$0.00	0			\$0.00
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
Supervisory Crew?	0	\$0.00	0			\$0.00
Description (If Any)						
Aircraft Type (Select)	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL AIRCRAFT HOURS AND COST		Total:	0	Total:	0	\$0.00

LAND BASED COSTS	Personnel Cost/Hour	# Personnel	# Hours Per Person	Total Personnel Hours	Total Cost
Description (If Any)					
Deck/ide/Inspection	\$0.00	0	0	0	\$0.00
Outreach/Education	\$0.00	0	0	0	\$0.00
Miscellaneous (Describe)	\$0.00	0	0	0	\$0.00
TOTAL LAND-BASED HOURS AND COST				0	\$0.00

TOTAL VALUE OF SERVICES: (Land Based Cost + At Sea Cost + Aviation Cost)	\$6,029.79
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Total Overhead (15%):	\$904.47
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VALUE OF SERVICES:	\$6,934.26
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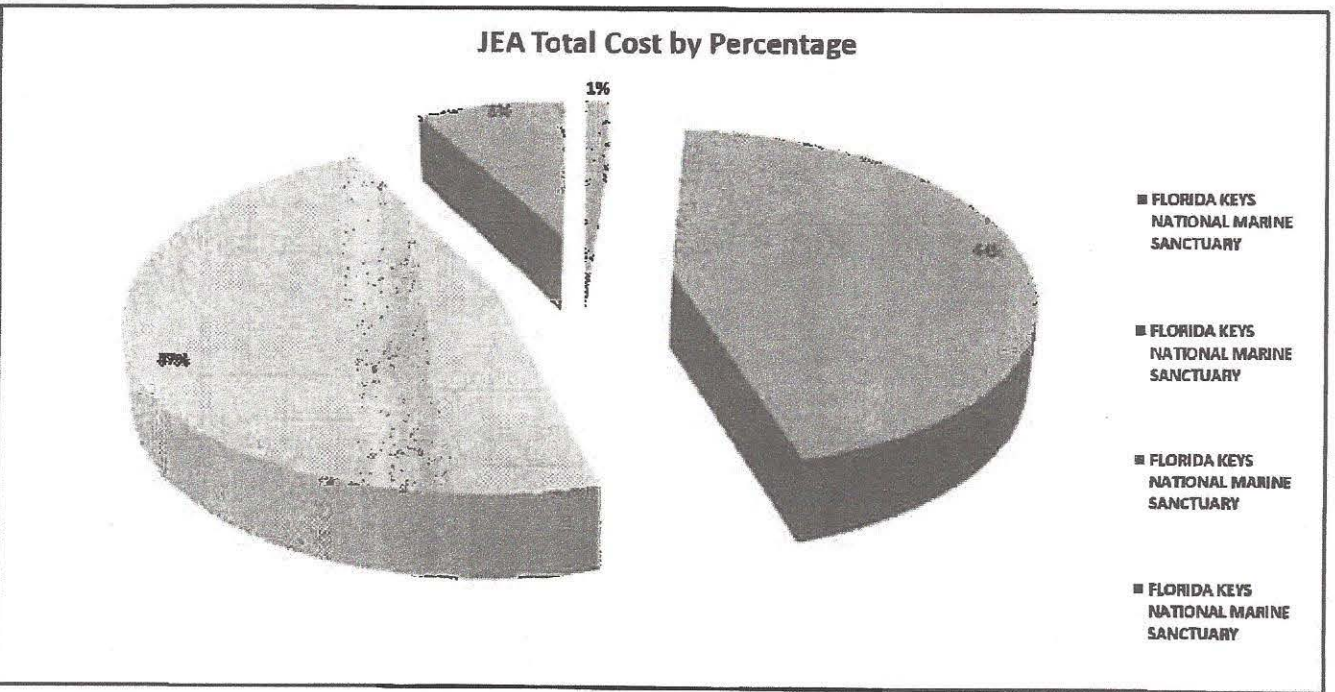
FUNDING SOURCE:	
Alternate Funding Source- List Name (If Applicable)	\$0
Total:	\$6,934



JEA TOTAL COSTS

CALCULATION OF TOTAL JEA COSTS:			
	Services:	Overhead:	TOTAL:
FLORIDA KEYS NATIONAL MARINE SANCTUARY	\$6,029.79	\$904.47	\$6,934
FLORIDA KEYS NATIONAL MARINE SANCTUARY	\$229,994.15	\$34,499.12	\$264,493
FLORIDA KEYS NATIONAL MARINE SANCTUARY	\$242,009.20	\$36,301.38	\$278,311
FLORIDA KEYS NATIONAL MARINE SANCTUARY	\$40,626.74	\$6,094.01	\$46,721

TOTAL VALUE OF JEA:	\$518,659.88	\$77,798.98	\$596,459
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JEA FUNDING BREAKDOWN:		
Cooperative Enforcement Program Funds: (CEP Enforcement)		\$596,459
Alternate Funding Source- List Name (if Applicable)		\$0
Alternate Funding Source- List Name (if Applicable)		\$0
Alternate Funding Source- List Name (if Applicable)		\$0



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