

NATIONAL MARINE FISHERIES SERVICE

**COOPERATIVE ENFORCEMENT
PROGRAM**



**NOAA Office for
Law Enforcement**

2008

PROGRAM MANUAL

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INTRODUCTION

In March 2003, the US Department of Commerce, Office of the Inspector General (OIG) issued a report, No. IPE-15154/March 2003, and made specific recommendations regarding the Office for Law Enforcement's (OLE) Cooperative Enforcement Program (CEP), and in particular, the Joint Enforcement Agreements (JEA) that OLE manage. (See, pp. 20-27) Specifically, the report noted that "OLE needs to prepare clear and specific guidance for the JEA program that sets forth program goals, priorities, and requirements; spending guidelines; agreement approval and evaluation criteria; and Federal and State agency rules and responsibilities. OLE also needs to increase its verification of State-level reporting and conduct site visits to evaluate program activities."

This Program Manual is intended to address those and other OIG recommendations and to provide information and guidance to OLE personnel and OLE's State and territorial partners.

NOTE:

Where the term "State" is used in this manual, unless specifically stated, the term should be read to include the terms "Territory" and "Commonwealth."

BASIC ELEMENTS OF JEA PROCESS

OLE	OLE	States	OLE Reviews	OLE States	OLE
Establishes	Communicates	Submit	Proposals &	Distributes	Submit
Priorities	Priorities	Proposals	Determines Funding	Funding	Reports
					Performance

Source: OIG Report p. 21

CHAPTER ONE

STATUTORY AUTHORITY AND GENERAL REQUIREMENTS

AUTHORITY

The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801, et seq.)(MSFCMA) authorizes the Secretary of the U.S. Department of Commerce to enter into “joint enforcement agreements” with any eligible State to perform duties of the Secretary relating to law enforcement provisions of the MSFCMA or any other marine resource law enforced by the Secretary. The MSFCMA also provides the means by which funds are transferred to the States for work performed on behalf of the Secretary. Through various means the authority to enter into joint enforcement agreements delineated in the MSFCMA and the other laws is delegated to the Director, OLE.

The Director is authorized to enter into Cooperative Enforcement and Joint Enforcement Agreements based upon the authority granted under the following Federal laws:

- **The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. §1801, et seq.)**
- **The Endangered Species Act of 1973 (16 U.S.C. §1531, et seq.)**
- **The Lacey Act Amendments of 1981 (U.S.C. §3371, et seq.)**
- **The National Marine Sanctuaries Act (16 U.S.C. §1431, et seq.)**
- **The Marine Mammal Protection Act (16 U.S.C. §1631, et seq.)**

GENERAL REQUIREMENTS

The MSFCMA lists several requirements for participation in the CEP.

1. Only “Eligible States” that are defined in the MSFCMA may apply for a JEA. An “eligible state” is a state that is in, bordering on, the Atlantic Ocean (including the Caribbean Sea), the Pacific Ocean, the Arctic Ocean, the Gulf of Mexico, Long Island Sound, or 1 or more of the Great Lakes.¹
2. “State” is defined in the MSFCMA as “each of the several states, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, the Virgin Islands, Guam and any other Commonwealth, territory, or possession of the United States.
3. State agencies must have “marine law enforcement responsibilities.”
4. JEAs must be consistent with the purposes and intent of funding State law enforcement officers with marine law enforcement responsibilities to perform duties of the Secretary of Commerce relating to the law enforcement provisions of the marine resource laws enforced by the Secretary.
5. JEAs must also provide for confidentiality of data and information submitted to the State.

¹ There are a total of 45 States, territories, or possessions that are “eligible” to participate in the CEP. There are 23 coastal states, (Al, Ak, Ca, Ct, De, Fl, Ga, Ha, La, Me, Md, Ma, Ms, NH, NJ, NY, NC, Or, RI, SC, Tx, Va, and Wa.), 5 territories, (American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands), 7 Great Lakes States, (Illinois, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, and Wisconsin-New York is a Great Lake State is also a coastal state.), and 10 U.S. possessions, (Baker Island, Howland Island, Jarvis Island, Kingman Reef, Midway Islands, Navassa Island, Palau, Palmyra Atoll, Wake Island, and Micronesia).

CHAPTER TWO

PROGRAM STRUCTURE AND OBJECTIVES

The CEP has, since its inception, aimed to increase Federal marine resource conservation, endangered species protection, and critical habitat enforcement while simultaneously strengthening State and territorial enforcement resources. This program utilizes two main tools to execute this mission. First, is the Cooperative Enforcement Agreement (CEA) which deputizes State and U.S. territorial marine conservation law enforcement officers as Federal law enforcement agents. The second is the JEA, which includes a formal operations plan, is the vehicle through which funds are transferred to State and U.S. territorial law enforcement agencies to perform law enforcement services in support of Federal marine conservation regulations, endangered species, and critical habitats, and to also enhance their ability to conduct both Federal and local enforcement. The CEP's objectives are to:

- Establish OLE policies and procedures for administering the CEP and JEA's
- Identify and describe the types of agreements that OLE enters into with State and territorial entities
- Identify and describe the responsibilities and functions of OLE officials in administering agreements
- Achieve operational priorities identified by OLE supervisors by State/territorial entities.
- Supplement Federal and State marine resource conservation and endangered species and critical habitat enforcement mission.
- Provide meaningful analysis and measurement of CEP goals and objectives.
- Encourage cooperation and flexibility in administration of program.
- Identify best practices.
- Collect and analyze data in order to enhance program and achievement of Federal priorities
- Provide meaningful feedback to OLE supervisors and State/U.S. territorial entities as to whether enforcement efforts are consistent with purposes and goals of CEP.

CHAPTER THREE

ENFORCEMENT PRIORITIES

OLE must make the most effective use of its limited staff resources. All enforcement activities do not contribute equally to marine conservation. OLE division heads and managers must be able to accomplish NMFS enforcement priorities and initiate appropriate enforcement action that will have the greatest impact.

OLE enforcement efforts and those covered by a JEA should focus on those illegal activities having the greatest negative impact on federally protected fisheries, sanctuaries, endangered species, and protected habitats.

Enforcement priorities and needs are driven by OLE's mission and obligations, and by State and territorial resources. These priorities and needs, however, vary from one geographical area to the next. Depending upon the complexity and breadth of a particular enforcement need, OLE may have sufficient manpower and resources to commit the proper level of attention to the matter or they may need assistance from outside sources. JEA's are intended to fill that need by providing financial and material incentives to State and territorial partners to provide the resources the OLE lacks. This section will help OLE managers and State and territorial partners to identify priorities that will be addressed in a JEA.

OLE division heads must actively seek opportunities to efficiently and economically accomplish the OLE mission by entering into advantageous relationships with State and territorial entities. The OLE will formalize and document these relationships through Cooperative Enforcement Agreements, Joint Enforcement Agreements and Operations Plans which will explain how the relationships are managed. The foundation of these various devices is the enforcement priorities identified by NMFS and OLE division heads. OLE division heads are responsible for insuring that the enforcement priorities of the division are dealt with by OLE resources or JEA with State or territorial involvement. Below are some helpful hints to identify and implement enforcement priorities.

IDENTIFY PRIORITIES

Priorities can be developed from a range of sources—OLE's local partners, local intelligence gatherers, other government or national bodies, and from OLE sources itself.

Engage Local Partners

The best source of information about the types of marine conservation issues involving local jurisdictions is the State and territorial law enforcement agencies themselves. Very often the OLE division already has an excellent and close working relationship with those agencies. This includes working jointly on enforcement initiatives, sharing information and intelligence, partnering on training, and communicating regularly.

These relationships have been used to identify Federal enforcement issues that become priorities and the means to accomplish those needs. But, they also operate to gather feedback on draft priorities to make sure the priorities are attainable through the partnership.

Use Local Intelligence

Most successful OLE divisions have good local intelligence gatherers in their areas and communities. These can be the councils and commissions who oversee marine conservation efforts in the region. Or, informants—insiders in the fishing industry—can provide valuable information that leads to the identification of an enforcement need or priority. Open lines of communication are invaluable. Intelligence is worthless if it does not reach OLE.

Incorporate National Priorities

Much of OLE's mission is dictated by National Marine Fisheries Service (NMFS) mandate. Effective managers are aware of the priorities of the region that have been established by NMFS. Those priorities are usually detailed and specific and provide a framework from which all enforcement priorities stem.

Identify Region's Priorities

Aside from the national perspective, local councils and commissions, usually through regulation, determine their own priorities. Effective councils and commissions are aware of OLE's enforcement priorities. And, the reverse is true for effective OLE managers. This is particularly important for those priorities that relate to the quality of the fisheries and resources of the region, which cut across the missions of OLE and the goals of the region's resource managers. Shared priorities have a better chance of being achieved.

Gather OLE Priorities

Setting enforcement priorities within the division is an important step to understand the marine conservation issues that affect an area and to identify what goals are achievable. Most often the highest priority goes to the activity with the greatest impact on the resource or what will garner the most public attention or support. Those activities are often prioritized based on the availability of human, environmental, or financial resources needed to achieve them or external threats or pressures such as pending legislation or an upcoming event. Like issues, timing is also a consideration. Some goals will need to be worked on over a period of time while others can be achieved relatively quickly.

SAC Responsibilities:

- Keep a list of enforcement issues that come up during the year
- Attend meetings of councils and commissions
- Analyze internal data
- Speak to local partners regularly about enforcement needs and successes
- Write down what you want to achieve
- Break those goals into manageable targets
- Incorporate national priorities and goals

- Establish a process—engage DSAC’s, ASACS, field agents
- Develop a manageable, reasonable list of priorities and goals that can be accomplished within a set period of time.
- Identify which priorities will be handled by OLE
- Identify which priorities can be handled jointly with State or territorial partners
- Identify those priorities that can only be achieved by a State or territorial partner through a JEA

Priorities can be identified and adjusted anytime according to needs, resources and opportunities.

PRIORITIZE THE PRIORITIES

Once the division manager has identified what the needs of the division are, the manager will have to put these needs into some type of order. It is important to be realistic—can all of the priorities be achieved at the same time? A common obstacle is that the division may identify too many priorities without a clear idea of how they would all be delivered. Better divisions will, however, prioritize the needs and establish reasonable timetables to accomplish them in stages. By doing this, divisions will be able to accomplish more.

Be Specific

Especially when dealing with priorities that will be handled jointly or by State or territorial partners, it helps if the priorities are not just broad generic areas such as “inspect seafood processing plants.” This is more of vision than a priority. This vision could be better stated: “inspect seafood processing plants to insure compliance with species limits.” In this way, the priority can be backed up with specific, measurable, achievable, relevant, and time-bound targets that can be measured by a number of performance indicators. In this example, the enforcement targets might be “to ensure that during the months of June and July, fishing vessels are meeting and not exceeding take limits for Atlantic Tuna, by inspecting fish processing plants on a daily basis.”

Balance Local with National Priorities

Once priorities have been identified the next step is to develop a balance between competing ones. Will the NMFS priorities take precedence over State/territorial priorities? OLE managers will have to achieve the proper balance in determining which priorities will receive the most attention. Consultation with NMFS leaders, OLE leadership, and local partners will most often lead to a proper balance.

Align Priorities with State or Territorial Partners

Once priorities have been identified and prioritized, divisional managers should work with their State and territorial partners to create as wide a resource base as possible so that the priorities can be met. Understanding the abilities and limitations of State and territorial partners will also ensure that priorities, once relegated, can be achieved as expected.

MAINTAIN FOCUS

Use JEA Processes to Ensure Focus

The best way to maintain focus for enforcement priorities is to negotiate an agreed-upon plan with State and territorial partners who will do the work that will achieve the priority. OLE has, for 5 years, operated under joint enforcement agreements with various coastal States to meet the enforcement needs of the agency that cannot be met through internal resources. This program manual is intended to provide the means and processes by which the JEA is negotiated and implemented.

Communicate Priorities

Keeping everyone in the region and the key partnerships aware of the priorities and progress on these is an important factor in maintaining focus. Division managers should use a variety of methods, such as staff briefings, council and commission meetings, local partnership meetings, newsletters, and email. Key messages need to be championed by the OLE leadership and SAC's, with the priorities Stated and restated.

Review Priorities

It is important to revisit and review priorities at regular intervals, assessing progress and making changes to them as appropriate. This is usually accomplished by analysis of monthly reports submitted by the partner. If the aims have been achieved then it is important to focus on more pressing priorities. There is an important role for scrutiny to keep an overview of progress against priorities, and to investigate and identify any blockages that are preventing progress from being made.

Source: Audit Commission: Setting Priorities and Maintaining Focus

CHAPTER FOUR

FUNDING GUIDANCE

OLE is responsible to provide a program guide that explains JEA funding disbursement options and allowable uses of funds.

THE JEA IS A UNIQUE FUNDING INSTRUMENT AND IS NOT SUBJECT TO THE REGULATIONS THAT GOVERN TRADITIONAL FINANCIAL ASSISTANCE AWARDS (GRANTS AND COOPERATIVE AGREEMENTS).

Source: OIG, Final Report, IPE-15154, p.23.

DISTRIBUTION GENERALLY

The MSFCMA provides that the Secretary “shall include in each joint enforcement agreement an allocation of funds to assist in management of the agreement.” And, while the MSFCMA does not provide any detail, the law further provides that “[t]he allocation shall be fairly distributed among all eligible States participating in cooperative enforcement agreements under this subsection, based upon consideration of Federal marine enforcement needs, the specific marine conservation enforcement needs of each participating eligible State, and the capacity of the State to undertake the marine enforcement mission and assist with enforcement needs.”

The MSFCMA also provides that the OLE may withhold the cost of any technical or other assistance provided to the State by the Secretary under the JEA.

MULTI-YEAR DISBURSEMENTS

JEA funds are usually distributed in one lump sum. However, recipients have the option of receiving JEA funds in several disbursements spread out over the term of the JEA.

- States/Territories may receive JEA funds in one lump sum
- Or, States/Territories may receive JEA funds spread over 2 or 3 years, if permissible.
- JEA must provide for disbursement terms.
- JEA funds must be obligated and spent during the life of the term. Otherwise, any unspent funds must be returned to OLE.

IMPORTANT

JEA FUNDS MAY BE SPREAD OUT OVER MULTIPLE YEARS, BUT THE JEA MUST SPECIFICALLY STATE THE PAYMENT TERMS. DIFFERENT JEA TERMS APPLY FOR MULTIPLE YEAR AGREEMENTS. FOR MORE INFORMATION, SEE JEA TEMPLATE AND INSTRUCTIONS, APPENDIX 1 AND 2.

ALLOWABLE COSTS

Another area that requires guidance is the allowable uses of JEA funds. JEA's are not subject to the traditional regulations regarding allowable and non-allowable costs that will be covered by Federal funding. Therefore, there exists little guidance as to what will be considered an allowable cost under the JEA. OLE generally will allow all reasonable costs for personal services, including wages and fringe benefits.

Additionally, OLE permits direct purchases of equipment, supplies, and services that support the State/Territories marine conservation efforts. Those costs are explained in the Costing Policy also.

Although not a definitive source or mandatory in the sense that it is authority for JEA purposes, it is helpful to look to the provisions of OMB Circular A-87 for examples of allowable and non-allowable costs.

IMPORTANT

FINAL DETERMINATION OF ALLOWABLE COSTS WILL BE MADE BY OLE. NOTHING IN THIS SECTION IS INTENDED TO IMPLY THAT THE PROVISIONS OF OMB CIRCULAR A-87 GOVERN THE ALLOWABLE USES OF JEA FUNDS. THE INFORMATION IS PROVIDED ONLY AS A GUIDE.

CHAPTER FIVE

EVALUATION CRITERIA

In the third element of the JEA process, States and territories may submit a funding proposal under a JEA. This process is the culmination of negotiations between the OLE regional managers and the State enforcement officials. The goal of the negotiations is for OLE to outline the Federal enforcement needs for the immediate and foreseeable future and the identification of resources that might be available or might be needed at the State level to meet those needs, whether those needs are manpower or material or both.

The State may seek JEA funding for manpower and material resources to assist it in completing not only those Federal JEA obligations, but also its own State-mandated duties. An application package is prepared by the State and submitted through the regional OLE division for approval.

IMPORTANT

FUNDING IS ALWAYS DEPENDENT UPON CONGRESSIONAL APPROPRIATIONS AND IS SUBJECT TO CHANGE OR MODIFICATION. BEST EFFORTS WILL BE MADE TO TIMELY NOTIFY ELIGIBLE STATES AND TERRITORIES OF THE AVAILABILITY AND APPROXIMATE AMOUNT OF ALLOTMENT FOR EACH STATE OR TERRITORY. OLE DOES NOT AND CANNOT GUARANTEE THAT APPROPRIATIONS WILL NOT BE MODIFIED OR THAT THE AMOUNT AWARDED TO A STATE OR TERRITORY WILL NOT BE MODIFIED AFTER IT IS INITIALLY OFFERED.

Application packages are evaluated on:

- Adequate funds appropriated?
- Completeness of application, i.e. are all documents attached? Are all questions answered?
- Timeliness of application? Was it submitted within the proper time frame?
- Does the application contain the essential elements of the agreement with the regional OLE office?
- Does the application accurately describe the Federal enforcement priorities as determined by the OLE region?
- Does the application adequately describe the work to be done as it relates to the priorities?
- Does the application otherwise meet all of the required-language requirements of the program?
- Have any extraneous provision been added? If so, why and what relevance does it have to the JEA?
- Are the terms of the work to be performed adequately described to permit proper reporting and tracking?

- Has the OLE SAC reviewed the application package and concurred with the request?
- Are the financial terms in line with OLE's allotment?
- Are all of the cost calculations accurate?
- Is there adequate supporting documentation for the figures entered in the cost calculations?
- Are the cost calculations understandable and correct?
- Do the cost calculations for direct services roughly equal those of the direct purchases?
- Will the designated work be done within the available period of funding?
- Are there any other relevant issues to be considered?

IMPORTANT

JEA COST CALCULATIONS SHOULD HAVE AN APPROXIMATE 50/50 RATIO OF DIRECT SERVICE COSTS TO DIRECT PURCHASE COSTS. THOSE WHO DO NOT MEET THIS GUIDELINE MAY BE DELAYED PENDING FURTHER EXPLANATION AND REVIEW. FOR MORE INFORMATION, SEE APPENDIX 6, INSTRUCTIONS FOR COMPLETING COST CALCULATIONS.

JEA's meeting these requirements and criteria will normally be approved for further processing, provided adequate funds are available to fund the JEA.

CHAPTER SIX

ROLES AND RESPONSIBILITIES

SAC'S (Some duties may be delegated)

- Meet quarterly with the NMFS regional administrator and NOAA General Counsel to discuss Federal fisheries enforcement issues
- Meet with councils, commissions, and State partners as necessary to discuss and identify Federal fisheries enforcement issues
- Develop a system for identifying Federal enforcement priorities and needs
- Identify Federal enforcement priorities and needs
- Communicate those enforcement priorities to the appropriate NMFS officials, OLE leadership, councils and commissions, and State marine conservation officials.
- Determine what level of assistance will be required to meet the priorities and needs.
- Negotiate with State enforcement partners to determine if the State is willing to participate and, if so, what resources can be brought by or will be needed by the State to meet those needs
- Determine, in conjunction with the State, the appropriate plan of operations to accomplish OLE's goals
- Assist the State in preparing the JEA application package
- Review the completed application package using the evaluation criteria
- Note approval of the application
- Follow-up to insure that application is received at Headquarters
- Assist Headquarters staff as needed
- Supervise JEA technician or representative
- Review JEA progress
- Analyze JEA reporting
- Communicate with OLE/State on deficiencies/problems/achievements
- Take responsibility for overall performance of JEA

JEA TECHNICIANS/REPRESENTATIVES

- Maintain competency and familiarity with JEA program
- Maintain JEA records
- Maintain JEA contacts list
- Communicate as needed with State JEA counterpart/officials
- Assist as needed in preparing JEA application packages
- Insure accuracy and completeness of application package
- Receive reporting
- Evaluate reporting for compliance with terms of JEA

- Complete internal tracking/data entry
- Issue reports as needed
- Conduct periodic reviews
- Assist Headquarters as needed

HEADQUARTERS PERSONNEL

- Maintain JEA records
- Accept and review JEA application packages
- Evaluate application packages
- Notify applicants and OLE divisional staff each completed review step
- Forward completed packages for final approval
- Ensure that payments are made according to JEA
- Monitor funding levels to ensure adequate funding
- Adjust allotments as necessary
- Prepare and conduct review of State and territorial partners

STATE/TERRITORIAL PARTNERS

- Meet regularly with OLE divisional managers
- Discuss local and Federal enforcement strategies and priorities with OLE
- Determine whether JEA program will assist in meeting State needs while providing a valuable service to the Federal government
- Determine what resources are available or are needed to meet State needs
- Determine what resources are available or are needed to support Federal priorities if JEA is sought
- Determine manpower requirements for State needs and JEA, if sought
- Discuss manpower and resource capabilities with OLE divisional manager to determine whether it is feasible to enter into JEA
- If appropriate, prepare JEA application package and submit
- Maintain proper JEA records
- Maintain and prepare internal controls to ensure that Federal resources are used properly and adequate controls are in place to ensure accountability
- Use Federal funds as appropriate and called for in JEA
- Submit reports and purchase vouchers as appropriate
- Cooperate with OLE review process

CHAPTER SEVEN

JEA APPLICATION PACKAGE REQUIREMENTS

JOINT ENFORCEMENT AGREEMENT

The JEA is the main vehicle through which Cooperative Enforcement is implemented. The MSFCMA provides that the Governor of a State may apply for a JEA. A State or U.S. Territory agrees to conduct specific maritime saltwater enforcement work on Behalf of the Federal government, in exchange for a corresponding level of financial support. A template and instructions can be found in Appendices 1 and 2. The Operations Plan and the Costing Plan Calculations are part of the JEA and are identified as “Addendums.”

OPERATIONS PLAN

The operational details of the agreed upon strategy between the SAC and the agency are set forth in the Operation Plan. Its purpose is to provide detailed information about the types of programs targeted for increased enforcement, the resources the agency will provide in support of the JEA, and the equipment or property that will be purchased with JEA funds. Further, the Operations Plan is intended to explain, describe, and elaborate upon the work to be performed. A template and instructions can be found in Appendices 3 and 4.

COSTING PLAN CALCULATIONS

In 2004, OLE endeavored to create a standardized method with which its State/territorial partners would estimate their costs incurred under the proposed JEA for doing Federal enforcement work. The aim of this policy was to ensure fairness not only among the State/territories, the State/territory and the Federal governments, but also to the Federal taxpayer as well. It sought to create a consistent standard to allocate funds equitably and fairly to OLE’s partners in exchange for Federal work.

The Costing Plan breaks funding calculations into two parts; the Direct Operations Component and the Direct Purchase Component. Together, these two values ultimately determine the amount of funding a State or U.S. Territory will receive in exchange for their Federal commitment. A template and instructions can be found in Appendices 5 and 6.

VENDOR PROFILE INFORMATION FORM

In order to receive payment of JEA funds, States and Territories must complete and submit a Vendor Profile Information form with the application package. A template and instructions can be found in Appendices 7 and 8.

CHAPTER EIGHT ALLOCATION OF FUNDS

Allocation of funding is a difficult task. The MSFCMA requires that the JEA funds be fairly distributed based upon three basic principles:

1. Federal marine enforcement needs,
2. the specific marine conservation needs of each participating eligible State, and
3. the capacity of the State to undertake the marine enforcement mission and assist with enforcement needs.

The Director determines the amount of JEA funds to be offered to each eligible State/Territory based upon congressional appropriations. Although Congress has funded JEA's for several years and is expected to continue, the OLE cannot and does not warrant that JEA funds will be available and will not and cannot fund JEA's without congressional support.

To assist the Director in determining appropriate amounts, various sources may be used, including official State, territory, NOAA, National Marine Fisheries Service, or other documents. In addition, the Director may use surveys to gather pertinent information.

CHAPTER NINE

JEA APPLICATION STEPS

1. OLE Director determines amount of funds appropriated for JEA program and determines what funds will be offered to each State/Territory.
2. OLE Director mails correspondence to eligible State/Territorial agencies soliciting their participation in the Cooperative Enforcement Program. Copies of the solicitation are sent to the SAC.
3. Agency contacts the SAC to express interest in participating.
4. SAC and agency meet and discuss Federal enforcement priorities that agency will concentrate upon during the agreement term. In addition, the SAC and the agency will identify equipment and property that will be sought.
5. Agency submits a proposal (JEA, Ops Plan, including Costing Plan, and all required documentation) to the SAC.
6. Proposal reviewed by divisional CEP Technician, who makes any necessary changes with the concurrence of the agency.
7. Once completed, JEA is passed on to the SAC for final OLE Divisional Review.
8. SAC forwards complete application to Headquarters Cooperative Enforcement Program Coordinator or Headquarters Program Manager, who performs HQ review, making any necessary changes with the concurrence of the division and agency.
9. JEA is then forwarded to GCEL Headquarters for review of legal sufficiency. Upon approval, JEA is returned to OLE HQ.
10. OLE HQ notifies applicants and divisional staff of completion of each review step.
11. OLE then forwards JEA to Department of Commerce, Office of the General Counsel through NMFS Management and Budget. Once approved, JEA is returned to OLE HQ.
12. JEA is signed by OLE Director and sent to agency signatory for endorsement. Once signed, JEA is returned to OLE HQ.
13. OLE HQ processes payment pursuant to JEA, posting to State/U.S. territory account within 5-7 business days. This process is explained further in the next section.

CHAPTER TEN AMENDMENTS

Significant changes to the terms of the JEA require a formal recording. Any time a provision in the JEA is changed in a substantive manner, it should be reduced to writing. The formal instrument to record such changes is called an "Amendment." More minor alterations or explanations of terms may be handled less formally in the form of a memorandum.

Examples of changes requiring a written amendment may include:

- change to the number of hours to be performed
- modifying the expiration date of the JEA
- different/additional/less equipment, property, or services to be purchased
- different/additional priorities
- additional money transfers

Amendments do not require review by GCEL. However, before any amendment can be processed, the SAC, or their designee, must submit a brief written statement indicating that the proposed amendment has been personally reviewed by the SAC and is consistent with the Division enforcement plans, that the change is needed in order to accomplish a priority, or that the purchase of a new item of equipment, property, or service is needed to accomplish a Federal need. The purpose of the written statement is not for approval or denial, but to serve as a written justification for the change to a material term of the JEA.

Once the proposed amendment has been reduced to writing, it must be signed by the Director, or his designee, and the head of the agency, or their designee.

The first amendment to a JEA is numbered as "Amendment One." Each subsequent amendment is numbered to the next progressively higher number. There is no limit to the number of amendments to a JEA.

The format for amendments can be found in Appendix 9.

CHAPTER ELEVEN

MAJOR PROGRAM ADDENDUMS

Occasionally, OLE will partner with other NOAA units to transfer money to a State enforcement agency for specific work in those program areas. Examples of NOAA programs where funds may be transferred to a State agency may include the National Marine Sanctuaries Service or the Protected Resources Service.

Each major program addendum is formatted in style similar to the Operations Plan. It should contain similar recitations of hours to be performed, priorities, and a costing plan.

Each major program addendum will be numbered in a progressively higher sequence and will normally begin with Addendum Three which follows Addendum Two, Costing Plan.

THERE MUST BE A VALID JOINT ENFORCEMENT AGREEMENT WITH THE JURISDICTION TO WHICH THE MAJOR PROGRAMS FUNDS ARE TO BE TRANSFERRED THAT COVERS THE PERIOD CONTEMPLATED BY THE ADDENDUM.

CHAPTER TWELVE PERFORMANCE REVIEW

Consistent with sound management practices, periodic reviews and inspections must be performed in order to ensure that the CEP meets the needs of the OLE mission, doesn't unduly burden State resources and efforts, and provides a valuable supplement to OLE's personnel.

In March 2003, the Department of Commerce, Office of the Inspector General, Office of Inspections and Program Evaluations, (OIG) issued a report titled *NMFS Should Take a Number of Actions to Strengthen Fisheries Enforcement*, Final Inspection Report No. IPE-15154, March 2003. One of the central issues identified regarding the Cooperative Enforcement Program (CEP) was the need for periodic review of the program--"NMFS should develop guidance for and conduct periodic, on-site program reviews to measure and verify internal program controls and program accomplishments." In addition, to this broad, sweeping program review, the OIG recommended more frequent, less comprehensive monitoring by OLE Special Agents in Charge—"In an ongoing monitoring program, special agents in charge would be responsible for periodically preparing and submitting a written report to headquarters on State performance."

A Performance Review Guide has been prepared and forms the basis for reviews of States/territories receiving JEA funds. For a copy of the Guide, contact OLE Headquarters.

CHAPTER THIRTEEN PROGRAM EVALUATION

DESCRIPTION.

Program evaluations are evaluations of program operations, usually at more than one organizational level, to measure actual outcomes and results against program goals and objectives, including OLE priority objectives; assess application of OLE policy; and examine program execution against established standards.

PURPOSE.

The purpose of program evaluations is to establish a process to ensure that programs are operated and executed OLE-wide in accordance with established standards, such as OLE priority objectives, laws and regulations, management controls, and program policies, procedures, goals, and objectives.

EVALUATION CRITERIA.

The following core elements will be used by evaluation teams to design and plan program evaluations. The evaluation team may supplement these criteria with additional areas for analysis to meet other specific purposes. Suggested coverage within these elements can be amended based on the nature and scope of the evaluation.

Headquarters:

Headquarters formulates OLE policy, guidance, and plans; sets priorities; coordinates program activities; and assesses program performance. Within this context, the criteria for Headquarters program evaluations are:

- * **Development of policy, guidance, and plans;** e.g., timeliness, clarity, and adequacy of policy and implementing regulations, program guidance, and memoranda; OLE-wide consistency in interpretation/application of OLE policy.
- * **Coordination of program activities** with other OLE and Division offices and outside organizations; e.g., timeliness, significance, and impact on program effectiveness.
- * **Program assessment;** e.g., type, frequency, results.
- * **Effectiveness in meeting goals and objectives;** e.g., accomplishment of program goals and objectives, annual plans, Secretary's and OLE priority objectives, and OLE mission; deviations to plans; impediments to meeting goals.
- * **Improvements in program execution;** e.g., completion of corrective actions from previous evaluations; increase in program efficiency; cost savings.

* **Ability to meet the needs of the program's customers;** e.g., knowledge of the program's customers and their needs; responsiveness; feedback from customers.

* **Processes,** if required, e.g., system operations, workflow, timeliness, impediments.

Division/Regional Offices

Division/Regional offices implement national policies; appraise and monitor their operations to assure effectiveness and goal attainment; and recommend to Headquarters revisions in national policies, plans, and procedures. Within this context, the criteria for Division/Regional Office program evaluations are:

* **Implementation of policy and guidance;** e.g., Division/Region-wide consistency in interpretation and application.

* **Effectiveness of program** execution and compliance with laws, regulations, policies, and procedures; e.g., timeliness and adequacy of program activities; coordination with other OLE and Department offices and outside organizations; Division/Region-wide consistency in program execution; outcomes and accountability.

* **Effectiveness in meeting goals and objectives;** e.g., accomplishment of Division/Regional work plans, OLE priority objectives, and OLE mission; deviations to plans; impediments to meeting goals.

* **Improvements in program execution;** e.g., program review and corrective actions; recommendations to Headquarters for revisions in policies, plans, and procedures; increase in program efficiency; cost savings.

* **Ability to meet the needs of the program's customers;** e.g., knowledge of the program's customers and their needs; responsiveness; feedback from customers.

* **Processes,** if required, e.g., system operations, workflow, timeliness, impediments.

Other Criteria.

In addition, programs may be evaluated by:

* Alternative Program Evaluations required by program authorities, OLE policy other than this Part, and the Departmental Manual;

* Comparison of actual program results with performance goals established in the annual performance plan;

* and Special evaluations, the criteria for which may be determined by the Director.

Process Evaluations.

A program evaluation may include an examination of the processes of a program.

Evaluation Schedule.

The CEP should be scheduled for a program evaluation each year. A report detailing the evaluation should be prepared in a timely fashion.

CHAPTER FOURTEEN OLE JEA CONTACTS

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APPENDIX

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APPENDIX 1

**JOINT ENFORCEMENT AGREEMENT
TEMPLATE**

2008 JOINT ENFORCEMENT AGREEMENT

Between
[AGENCY]

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 [Name of State/Territory and AGENCY], 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), the Atlantic Coastal Fisheries Cooperative Management Act (16 U.S.C. §5101, et seq.)(ACFCMA), the Atlantic Tunas Convention Act of 1975 (16 U.S.C. §971, et seq.)(ATCA), the National Marine Sanctuaries Act (16 U.S.C. §1431, et seq.) (NMSA), and the Northern Pacific Halibut Act of 1982 (16 U.S.C. §773, et seq.)(Halibut Act).]

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 in the Exclusive Economic Zone (EEZ) 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 fisheries and engage in fishery conservation and management activities under the Atlantic Coastal Fisheries Cooperative Management Act (ACFCMA) generally. DOC/NOAA is further authorized, under 16 U.S.C. §5106(h) to enforce provisions of the ACFCMA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable basis or otherwise.

DOC/NOAA has the authority to protect the Nation's highly migratory species fisheries and engage in fishery conservation and management activities under the Atlantic Tunas Convention Act of 1975 (ATCA) generally. DOC/NOAA is further authorized, under 16 U.S.C. §971d (a), to utilize, with the concurrence of the Secretary of the department in which the Coast Guard is operating (insofar as utilization involves enforcement at sea), with or without reimbursement and by agreement with any agency of any State, the personnel, services, and facilities of that agency for the enforcement purposes of the ATCA.

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.

DOC/NOAA has authority to protect the Nation's Pacific halibut and engage in their conservation and management activities under the Northern Pacific Halibut Act (Halibut Act) generally. DOC/NOAA is further authorized, under 16 U.S.C. §773(i)(a) to enforce provisions of the Halibut Act and, in conducting such

enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable basis or otherwise.]

The State [Territory, Commonwealth] has authority to conduct the activities contemplated by this agreement under [State, Territory, Commonwealth statutory reference].

IV. TERMS

- A. All enforcement activities under this JEA shall be conducted in compliance with the CEA 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 [total number] 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. [describe, include estimated cost]
 - b. [describe, include estimated cost]
 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 [**Territory, Commonwealth**] 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 [**Territory, Commonwealth**] 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.

[OR, for multiple year JEA's, use:

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 at the end of each year of this JEA, published, and forwarded to the OLE within 90 calendar days. A final report will be produced, published, and forwarded within 90 calendar days after the expiration of this JEA].-

VI. FUNDING

The OLE transfers \$[**amount**] 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, [**year**].

IF MULTIPLE YEARS DISBURSEMENT REQUESTED USE THIS LANGUAGE:

The OLE transfers \$[amount] to the AGENCY. The funds will be dispersed in installments as follows: the first year \$[amount] will be transferred; the second year \$[amount] will be transferred; and the third year \$[amount] will be transferred. Interest earned on the disbursed monies belongs 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, [year].

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 on []. The JEA terminates one (1) year from the effective date. [Or, “two (2), three (3) 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 [DATE], 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 subject to 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 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

[Name]
[Rank or Title]
[Agency]

Date

APPENDIX 2

**JEA TEMPLATE
INSTRUCTIONS**

JEA TEMPLATE INSTRUCTIONS

The Joint Enforcement Agreement (JEA) template is provided as a guide for States, in conjunction with the regional SAC, to develop a Joint Enforcement Agreement application.

The 2008 JEA template is different from previous versions. Be sure to read over the template and these instructions to understand all of the changes.

THE 2008 JOINT ENFORCEMENT AGREEMENT SHOULD FOLLOW THE FOLLOWING CONVENTIONS:

- Times New Roman Font, 12 pt.
- Single Spaced
- Justified Right and Left Margins
- Page Numbers at bottom center of each page after the first (i.e., no page number on the first page, the second page contains the number “2” and so on.
- The phrase “2008 Joint Enforcement Agreement” should appear on each page as a header.
- Only major sections of the JEA should appear in bold.
- Bold sections of the template indicate areas where information must be supplied. After the information has been entered, the bold should be removed. The highlighted bold item is for identification only.

1. HEADER/FOOTER CHANGES

The template includes a header that identifies the document as the 2008 Joint Enforcement Agreement. It should appear at the top of each page. To add this information to a header, complete these steps.

Step 1. Click the mouse arrow on your menu bar above the Word document that says “View.”

Step 2. Scroll down to “Header and Footer.”

Step 3. Click on “Header and Footer.” A box will appear at the top and bottom of the page.

Step 4. In the box that appears at the top, select the “center” icon, and then type, in bold and in caps, “**2008 JOINT ENFORCEMENT AGREEMENT.**”

Step 5. To exit, point the arrow at the “close” on the blue dialogue box titled “Header and Footer” and click.

Step 6. Changes will be made to the Header.

Note: To change a footer, simply follow Steps 1-3 above, make the changes in the box at the bottom of the page, and follow Step 5 to make the changes and exit from that function.

2. NAME OF AGENCY

2008 JOINT ENFORCEMENT AGREEMENT
Between
[AGENCY]
And
The U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Marine Fisheries Service
Office for Law Enforcement

- Where [AGENCY] is called for, list the full name of the agency that is completing the JEA. For example, “State of California, Department of Fish and Game,” or “State of Maryland, Department of Natural Resources.” Use whatever name is commonly used to identify the particular agency.
- Remove bold highlight

3. SECTION 1—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 [Name of State/Territory and AGENCY], 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), the **Atlantic Coastal Fisheries Cooperative Management Act (16 U.S.C. §5101, et seq.)**(ACFCMA), the **Atlantic Tunas Convention Act of 1975 (16 U.S.C. §971, et seq.)**(ATCA), the **National Marine Sanctuaries Act (16 U.S.C. §1431, et seq.)** (NMSA), and the **Northern Pacific Halibut Act of 1982 (16 U.S.C. §773, et seq.)**(Halibut Act).

Include only this boilerplate, with the additions or deletions called for. Nothing additional need, or should be, included. Make these additions or deletions:

- Where the [Name of State/Territory and AGENCY] is called for, insert the name of the State, Territory or Commonwealth.
- List only the statutory provisions that apply to the JEA. Not all provisions may apply. Delete the Acts that do not apply to the JEA.

- Remove bold highlights
- The term “AGENCY” will be used throughout the document instead of the initials of the agency as has been done in the past.

IMPORTANT

LIST ONLY THE STATUTORY PROVISIONS THAT APPLY TO THE STATE AND THE JEA. THE CEA OFTEN LISTS THE STATUTES THAT APPLY AND MAY BE USED AS A SOURCE OF INFORMATION. DELETE ANY STATUTES THAT DO NOT APPLY.

4. SECTION 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 in the Exclusive Economic Zone (EEZ) 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.

Include only this boilerplate. Nothing additional need, or should be, included.

5. SECTION 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 fisheries and engage in fishery conservation and management activities under the Atlantic Coastal Fisheries Cooperative Management Act (ACFCMA) generally. DOC/NOAA is further authorized, under 16 U.S.C. § 5106(h) to enforce provisions of the ACFCMA and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable basis or otherwise.

DOC/NOAA has the authority to protect the Nation's highly migratory species fisheries and engage in fishery conservation and management activities under the Atlantic Tunas Convention Act of 1975 (ATCA) generally. DOC/NOAA is further authorized, under 16 U.S.C. § 971d (a), to utilize, with the concurrence of the Secretary of the department in which the Coast Guard is operating (insofar as utilization involves enforcement at sea), with or without reimbursement and by agreement with any agency of any State, the personnel, services, and facilities of that agency for the enforcement purposes of the ATCA.

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.

DOC/NOAA has authority to protect the Nation's Pacific halibut and engage in their conservation and management activities under the Northern Pacific Halibut Act (Halibut Act) generally. DOC/NOAA is further authorized, under 16 U.S.C. §773(i)(a) to enforce provisions of the Halibut Act and, in conducting such enforcement, to utilize the personnel, services, and facilities of such State agencies on a reimbursable basis or otherwise.

The State [Territory, Commonwealth] has authority to conduct the activities contemplated by this agreement under [State/Territory/Commonwealth statutory reference].

Include only this boilerplate. Make these additions:

- Include only those provisions that are applicable to the work to be completed.
- In the last sentence use the appropriate designation for the type of government entity applying for the JEA.

- Where [State/Territory/Commonwealth statutory reference] is called for, insert the correct statutory provision in the proper form.
- Remove bold highlight.

6. SECTION IV—TERMS

A. All enforcement activities under this JEA shall be conducted in compliance with the CEA 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 [total number] 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. [describe, include estimated cost]

b. [describe, include estimated cost]

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 [**Territory, Commonwealth**] 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 [**Territory, Commonwealth**] 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.

Include only this boilerplate, with the additions called for. Nothing additional need, or should be, included. Make these additions:

- In B(2), where **[total number] of hours** is called for, insert the total number of man hours to be provided under the terms of the JEA.
- In B (3), if equipment is to be purchased as part of the JEA, and where JEA calls for listing equipment, services, or property is to be purchased, provide a brief description of each item, including price. Add as many additional spaces as is required.
- Where the provision calls for a designation of State, Territory or Commonwealth, enter the appropriate designation.
- Remove bold highlights.

SECTION 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.

For multiple-year JEA's, use:

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 at the end of each year of this JEA, published, and forwarded to the OLE within 90 calendar days. A final report will be produced, published, and forwarded within 90 calendar days after the expiration of this JEA.-

Include only this boilerplate. Nothing additional need, or should be, included.

7. SECTION VI—FUNDING

FOR SINGLE YEAR AGREEMENTS, USE THIS LANGUAGE:

The OLE transfers \$[amount] 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, [year].

IF MULTIPLE YEARS DISBURSEMENT REQUESTED USE THIS LANGUAGE:

The OLE transfers \$[amount] to the AGENCY. The funds will be dispersed in installments as follows: the first year \$[amount] will be transferred; the second year \$[amount] will be transferred; and the third year \$[amount] will be transferred. Interest earned on the disbursed monies belongs 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, [year].

Include only this boilerplate, with the additions called for. Nothing additional need, or should be, included. Make these additions:

- Where [amount] is called for, insert the total dollar amount of the JEA award from the Costing Plan.
- Where [year] is called for, insert the year in which the money expires. This date may be obtained from OLE Headquarters, budget staff. Usually, it is the last day of the last fiscal year in which Congress has declared the money available.

- Remove bold highlights.

8. SECTION 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.

Use only this boilerplate. Nothing additional need, or should be, included.

10. SECTION VIII. PERIOD

This JEA becomes effective on **[Date, or “when signed by the parties.”]**. The JEA terminates one (1) year from the effective date. **[Or, “two (2), three (3) 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 **[DATE]**, the expiration of the availability of the funds. Any funds remaining after that date not expended must be promptly returned to the OLE.

- Include only this boilerplate, except where certain information is called for. Nothing additional need, or should be, included.
- In the first sentence, insert the date the JEA is to become effective, if it not when the agreement is signed by both parties. Enter the appropriate date or the phrase “when signed by the parties,” depending on the circumstances.
- Remove bold highlights

11. SECTION 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

12. SECTION 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.

- * Include only this boilerplate. Nothing additional need, or should be, included.

13. SECTION 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

14. SECTION 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

15. SECTION XIII. MODIFICATION AND CANCELLATION

The provisions of this JEA may be modified by amendment subject to 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

16. SECTION XIV. OTHER PROVISIONS

Nothing herein is intended to conflict with any current DOC, NOAA, NMFS, or State 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

14. SIGNATURE BLOCKS

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

Date

[Name]
[Rank or Title]
[Agency]

Date

Insert the signing official's full name, rank or title, and agency. The Signature line and date will be filled in at a later time.

NOTE: Add additional signature blocks as required for additional officials who are required to sign.

APPENDIX 3
OPERATIONS PLAN TEMPLATE

**ADDENDUM ONE
OPERATIONS PLAN
STATE [TERRITORY, COMMONWEALTH] OF []
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 [Territory, Commonwealth] of [Name], [AGENCY], 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 the 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 [Identify][Total Hours for Priority]

Off Shore/At Sea Activities:

Schedule/Season

Near Shore Activities:

Schedule/Season

Dockside Activities:

Schedule/Season

Aviation Support Activities

Schedule/Season

- B. Priority 2 [**Identify**][**Total Hours for Priority**]
 - Off Shore/At Sea Activities:
 - Schedule/Season
 - Near Shore Activities:
 - Schedule/Season
 - Dockside Activities:
 - Schedule/Season
 - Aviation Support Activities
 - Schedule/Season

NOTE: Add as many Priorities as required

- C. Dealers [**Total Hours for Priority**]
 - Activities
 - Schedule/Season
- D. Markets [**Total Hours for Priority**]
 - Activities
 - Schedule/Season
- E. Outreach [**Total Hours for Priority**]
 - Activities
 - Schedule/Season
- F. Clerical [**Total Hours for Priority**]
- G. Other (Specify) [**Total Hours for Priority**]
 - Activities
 - Schedule/Season
- H. Total Personnel Hours: [**Total Hours for All Priorities**]

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

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:
- B. Services:
- C. Property:

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 which 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 AGENCY: **[Name, title, work phone, and email address]**

For OLE: **[Name, title, work phone, and email address]**

Attachments:

Costing Plan
Vendor Profile Form

APPENDIX 4
OPERATIONS PLAN TEMPLATE
INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING 2008 OPERATIONS PLAN TEMPLATE

The Operations Plan template is provided as a guide for States and Territories, in conjunction with the regional SAC, to develop an operations plan in support of a Joint Enforcement Agreement application.

The 2008 Operations Plan template is different from previous versions. Be sure to read over the template and these instructions to understand all of the changes.

THE 2008 OPERATIONS PLAN AND ALL ASSOCIATED DOCUMENTS SHOULD FOLLOW THE FOLLOWING CONVENTIONS:

- Times New Roman Font, 12 pt.
- Single Spaced
- Justified Right and Left Margins
- Page Numbers at bottom center of each page after the first (i.e., no page number on the first page, the second page contains the number "2" and so on.
- The phrase "ADDENDUM ONE, OPERATIONS PLAN, STATE OF []" should appear on each page as a header.
- Only major sections of the Operations Plan should appear in bold.
- Bold sections of the template indicate areas where information must be supplied. After the information has been entered, the bold should be removed. The highlighted bold item is for identification only.

HEADER/FOOTER CHANGES

The template includes a header. To create a header or footer, complete these steps.

- Step 1. Click the mouse arrow on your menu bar above the Word document that says "View."
- Step 2. Scroll down to "Header and Footer."
- Step 3. Click on "Header and Footer." A box will appear at the top and bottom of the page.
- Step 4. To make changes or add a State, Territory or Commonwealth name, simply type in the name in the appropriate place.

Step 5. To exit, point the arrow at the “close” on the blue dialogue box titled “Header and Footer” and click.

Step 6. Changes will be made to the Header.

Note: To change a footer, simply follow Steps 1-3 above, make the changes in the box at the bottom of the page, and follow Step 5 to make the changes and exit from that function.

HEADER

**ADDENDUM ONE
OPERATIONS PLAN
STATE [TERRITORY, COMMONWEALTH] OF [NAME]
2008 JOINT ENFORCEMENT AGREEMENT**

- Enter the appropriate designation of the governmental entity-- State, Territory, or Commonwealth.
- Where [NAME] is called for, insert the name of the entity.
- Remove bold highlight.

SECTION 1—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 [Territory, Commonwealth] of [Name], [AGENCY], hereafter “AGENCY”. Further, this Operations Plan explains the methods by which compliance is to be accomplished.

Include only this boilerplate, with the additions called for. Nothing additional need, or should be, included. Make these additions:

- Enter the correct governmental entity—State, Territory or Commonwealth.
- Where [Name] is called for, list the full name of the State.
- Where [AGENCY] is called for, insert the full name of the agency. There is no need to insert abbreviations in the Operations Plan.
- Remove bold highlights.

SECTION 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.

- Include only this boilerplate. Nothing additional need, or should be, included.

SECTION III—DESCRIPTION OF WORK TO BE PERFORMED

Subject to the availability of appropriate funding, the AGENCY will provide 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 [Identify and list targeted number of hours for this activity]

Off Shore/At Sea Activities:
Schedule/Season
Near Shore Activities:
Schedule/Season
Dockside Activities:
Schedule/Season
Aviation Support Activities
Schedule/Season

B. Priority 2 [Identify and list targeted number of hours for this activity]

Off Shore/At Sea Activities:
Schedule/Season
Near Shore Activities:
Schedule/Season
Dockside Activities:
Schedule/Season
Aviation Support Activities
Schedule/Season

NOTE: Add as many Priorities as required

D. Dealers
Activities

Schedule/Season
E. Markets
 Activities
 Schedule/Season
F. Outreach
 Activities
 Schedule/Season
G. Clerical
H. Other (Specify)
 Activities
 Schedule/Season
I. Total Personnel Hours:

- Include only this boilerplate, with the additions called for. Include the following information:
- Where “Priority” is called for, insert the priority identified by the SAC for increased enforcement. For example, “Northeast Multispecies,” “Sea Scallops,” “Right Whale,” etc.
- Insert the total number of hours targeted for this priority. For example, “Northeast Multispecies—500 hours,” “Sea Scallops—250 hours.”
- Where “Off Shore/At Sea Activity” is called for, insert a description of activity. For example, for “Northeast Multispecies”—“Monitor transfer of NMS at sea, exceeding open access—hook gear/recreational/party charter bag limits, size restrictions, mesh restrictions, gear requirements, rolling closures, VMS compliance.” Or, for Lobsters—“Monitor exceeding trap limits, trap tags, size restrictions, mutilated & egg bearing lobsters.”
- Where “Schedule/Season” is called for, insert the time period when the enforcement is to take place. For example, “All year,” “During defined seasons and closures,” “summer, early fall,” “October to June.”
- Repeat this process for “Near Shore Activities,” “Dockside Activities,” “Aviation Support Activities,” “Dealers,” “Markets,” and “Outreach.”

ADD AS MANY “PRIORITY” SECTIONS AS NECESSARY

- Where “Clerical is listed, simply insert the number to proposed hours of clerical work that will be performed during the JEA.
- For “Others,” specify what type of work is to be performed, what the activity is, and the schedule/season.

- Where “Total Personnel Hours” is found, insert the total number of hours for each of the sections listed.
- Remove bold highlights.

SECTION 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.
- E. 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, 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.
- F. AGENCY will submit monthly and yearly reports of activities using a web-based reporting system provided by OLE. In addition, the AGENCY will begin tracking and incidents in which AGENCY officers performing work under this JEA use any degree of force in the course of their duties.

Include only this boilerplate. Nothing additional need, or should be, included.

SECTION V—EQUIPMENT, SERVICES, OR PROPERTY

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:
B. Services:
C. Property:

Include only this boilerplate, with the additions called for. Nothing additional need, or should be, included. Make these additions:

- Where “Equipment” is called for, insert a description of the equipment to be purchased, including the total number of units, cost per unit, and total cost for that category. Repeat for “Services” and “Property” categories.
- This information should conform to the information contained in the Costing Plan.

SECTION 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 which 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.

Include only this boilerplate. Nothing additional need, or should be, included.

SECTION 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.

Include only this boilerplate. Nothing additional need, or should be, included.

SECTION VIII—CONTACTS

For AGENCY: [Name, title, work phone, and email address]

For OLE: [Name, title, work phone, and email address]

- Where the [Name, title, work phone, and email address] are called for, list the appropriate information.

ATTACH COPIES OF THE COSTING PLAN AND VENDOR PROFILE FORMS TO THE OPERATIONS PLAN WHEN COMPLETED.

APPENDIX 5
COSTING PLAN TEMPLATE

ADDENDUM TWO
Cooperative Enforcement Program
2008 Costing Plan

[State, Territory, Commonwealth of]

PART ONE: DIRECT OPERATIONS	
Step 1: Personnel Cost Per Hour Calculation	
<u>Law Enforcement Officer (LEO)</u>	Amount
A.. Yearly max salary of Journeyman	
B. Hourly Rate	
C. Overtime (Hourly x1.5) (if applicable)	
D. Government benefits cost reduced to hourly cost	
E. FICA	
F. Employee retirement	
G. Employee health insurance	
H. Workers' compensation insurance	
I. Unemployment insurance	
Total LEO Cost Per Hour (B or C +D)	
<u>Admin. Support/Specialist</u>	
A. Yearly max salary of [Position]	
B. Hourly Rate	
C. Overtime (Hourly x1.5) (if applicable)	
D. Government benefits cost reduced to hourly cost	
F. FICA	
G. Employee retirement	
H. Employee health insurance	
I. Workers' compensation insurance	
J. Unemployment insurance	
3. Total Admin. Support/Specialist Cost Per Hour (B or C +D,)	
Step 2: Vessel/Aircraft Operating Cost Calculation	
<u>A. Offshore Patrol Vessel</u>	
1. Fuel- XX gal/hr @ \$X.XX/gal	
2. Oil- XX gal/hr @ \$X.XX/gal	
Total (line 1 + line 2)	

<u>B. Nearshore Patrol Vessel</u>	
1. Fuel- XX gal/hr @ \$X.XX/gal	
2. Oil- XX gal/hr @ \$X.XX/gal	
Total (Line 1 + line 2)	
<u>C. Aircraft Patrol</u>	
1. Fuel- XX gal/hr @ \$X.XX/gal	
2. Oil- XX gal/hr @ \$X.XX/gal	
Total (Line 1 + line 2)	

Step 3: Cost of Services Calculations

A. Land Based Personnel Costs		Labor Cost per Hour	# of Personnel	# of Hours	Total
1. Land-Based Patrols					
2. Community Outreach					
3. Admin. Support/Specialist					
4. TOTAL LAND-BASED HOURS AND COST (A1 + A2 + A3)					

B. VESSEL/AIRCRAFT COSTS	Vessel—V Aircraft--A	Operating Cost per Hour	# of Personnel	# of Hours	Total
1.					
2.					
3.					
4. TOTAL VESSEL/AIRCRAFT HOURS AND COSTS (B1 +B2 +B3)					

TOTAL COST OF SERVICES (3A4 +3B4)	
--	--

Step 4: Overhead Calculations

A. Total Cost of Services	
B. X 35% (.35)	-----
Total Overhead (4A x .35)	

Step 5: Direct Operations Calculations

A. Total Cost of Services	
B. Total Overhead	

Total Direct Operations (5A+5B)				
PART TWO: DIRECT PURCHASES				
ITEM (Equipment, Property, or Service)	Cost Per Unit	Quantity	Total	
Total Direct Purchases				
PART THREE: CALCULATION OF TOTAL AMOUNT				
A. Total Direct Operations				
B. Total Direct Purchases				
TOTAL AMOUNT OF JEA (A + B)				

APPENDIX 6
COSTING PLAN TEMPLATE
INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING 2008 COSTING PLAN TEMPLATE

The Costing Plan template is provided as a guide for States and Territories, in conjunction with the regional SAC, to develop an accurate estimate of the costs associated with the Joint Enforcement Agreement application.

The 2008 Costing Plan template is slightly different from previous versions. Be sure to read over the template and these instructions to understand all of the changes.

FOR ADDITIONAL INFORMATION REVIEW OLE COSTING POLICY

DIRECT OPERATIONS COMPONENT

Only planned labor costs, including specified benefits, specified vessel or aircraft operating costs and overhead are allowed. The costs of the Direct Operations Component are documented using a work sheet and required supporting documentation.

IMPORTANT

Government paid benefits are part of the costs allowed for the labor cost calculations. However, those benefits are limited to the following:

- FICA
- Employee Retirement
- Employee Health Insurance
- Worker's Compensation Insurance
- Unemployment Insurance

IMPORTANT

Documents supporting labor costs must be included. See instructions below.

DIRECT PURCHASE COMPONENT

Depending on the availability of funds, NOAA will consider contributing funds for the purchase of equipment that will be assigned to the identified agency for use to support the Federal and State/territorial marine (including anadromous fish) conservation mission.

Direct Purchase Criteria:

- NOAA contributions can not result in a reduction of State/territorial funding
- Equipment must enhance the Federal marine conservation effort mission and its use must remain focused on the Federal and State/territory marine conservation mission throughout the useful life of the equipment.
- Equipment funded by NOAA must remain available for use by the Federal government.

RELATION BETWEEN DIRECT OPERATIONS AND DIRECT PURCHASES

Since the main focus of the JEA is to supplement OLE's ability to meet its marine conservation mission, it is hoped that the funds to support the work to be performed will be approximately one half of the total JEA. This ratio can be checked by taking the total amount of Direct Purchases divided by the total amount of the award. A 50 % or less split is desirable.

THE 2008 COSTING PLAN SHOULD FOLLOW THE FOLLOWING CONVENTIONS:

--Times New Roman Font, 12 pt.

--Single Spaced

--Page Numbers at bottom center of each page after the first (i.e., no page number on the first page, the second page contains the number "2" and so on.

--The phrase "ADDENDUM TWO, Cooperative Enforcement Program, 2008 Costing Plan, STATE, TERRITORY, COMMONWEALTH OF []" should appear on each page as a header.

--Only major sections of the Operations Plan should appear in bold.

--Bold sections of the template indicate areas where information must be supplied. After the information has been entered, the bold should be removed. The highlighted bold item is for identification only.

HEADER/FOOTER CHANGES

The template includes a header and a footer. To make a change or add a State or territory name to a header or footer, complete these steps.

Step 1. Click the mouse arrow on your menu bar above the Word document that says "View."

Step 2. Scroll down to "Header and Footer."

Step 3. Click on “Header and Footer.” A box will appear at the top and bottom of the page.

Step 4. To make changes simply type the information in the appropriate place.

Step 5. To exit, point the arrow at the “close” on the blue dialogue box titled “Header and Footer” and click.

Step 6. Changes will be made to the Header.

Note: To change a footer, simply follow Steps 1-3 above, make the changes in the box at the bottom of the page, and follow Step 5 to make the changes and exit from that function.

NOTE: IN ALL COST CALCULATIONS, ROUND TO THE NEAREST DOLLAR AMOUNT.

Step 1: Personnel Cost Per Hour Calculation

Law enforcement services will only be compensated at the “journeyman level” law enforcement officer rate.

DOCUMENTATION REQUIRED:

- For the “journeyman level” law enforcement officer classification and each administrative support or specialist position proposed in the agreement, a copy of the current legislated or negotiated pay scale with the specific pay grades highlighted, AND
- A copy of each current personnel classification/job description included in the proposal, AND
- A signed, letterhead document from the government budget or finance authority documenting the government’s costs for the personnel benefits listed on the cost calculation form displayed as an hourly cost based on each classification included in the proposal at the appropriate rate.
- This documentation must be attached to the Cost Calculations.

Law Enforcement Officer (LEO) labor cost: Include salary and specified government personnel benefit costs reduced to a per man hour cost.

Add additional information about different classifications of LEO.

Overtime Costs: If the proposal contains personnel hours planned to be provided at the overtime rate, the Man Hour Cost Calculations should include

the conversion of the hourly salary cost component to the 1.5 rate for those hours.

Law Enforcement Officer (LEO) Labor Cost Calculation:

Law Enforcement Officer (LEO)	Amount
A.. Yearly max salary of Journeyman	
B. Hourly Rate	
C. Overtime (Hourly x1.5) (if applicable)	
D. Government benefits cost reduced to hourly cost	
E. FICA	
F. Employee retirement	
G. Employee health insurance	
H. Workers' compensation insurance	
I. Unemployment insurance	
Total LEO Cost Per Hour (B or C +D)	

Line A. Enter the total yearly salary of a journeyman level law enforcement officer.

Line B. Enter the hourly rate for the amount on line A. Divide the yearly rate by 2080 or whatever rate your State uses to represent the total number of hours in a regular work year.

Line C. Enter the hourly overtime rate for the amount entered on line A. Multiply line B by 1.5 and enter the result.

Line D. Add the amounts from Lines E, F, G, H, and I.

Line E. Enter the benefit cost for FICA per hour.

Line F. Enter the benefit cost for Employee retirement benefits per hour.

Line G. Enter the benefit cost for Employee health and life insurance costs per hour.

Line H. Enter the benefit cost for Worker's Compensation Insurance costs per hour.

Line I. Enter the benefit cost for Unemployment Insurance cost per hour.

Add the amount on Line **B or C** to the amount on Line **D** and enter in space "Total LEO Cost Per Hour"

Administrative Support/Specialist Labor Cost Calculation:

Admin. Support/Specialist	
A. Yearly max salary of [Position]	
B. Hourly Rate	
C. Overtime (Hourly x1.5) (if applicable)	
D. Government benefits cost reduced to hourly cost	
F. FICA	
G. Employee retirement	
H. Employee health insurance	
I. Workers' compensation insurance	
J. Unemployment insurance	
3. Total Admin. Support/Specialist Cost Per Hour (B or C +D,)	

Line A. Enter the total yearly salary of the journeyman level for the position. Identify the tile in the **[Position]** space.

Line B. Enter the hourly rate for the amount on line A. Divide the yearly rate by 2080 or whatever rate the jurisdiction uses to represent the total number of hours in a regular work year.

Line C. Enter the hourly overtime rate for the amount entered on line A. Multiply line B by 1.5 and enter the result.

Line D. Add the amounts from Lines E, F, G, H, and I.

Line E. Enter the benefit cost for FICA per hour.

Line F. Enter the benefit cost for Employee retirement benefits per hour.

Line G. Enter the benefit cost for Employee health and life insurance costs per hour.

Line H. Enter the benefit cost for Worker's Compensation Insurance costs per hour.

Line I. Enter the benefit cost for Unemployment Insurance cost per hour.

Add the amount on **Line B or C** to the amount on **Line D** and enter in space "Total LEO Cost Per Hour"

NOTE: REPEAT THIS PROCESS AND DOCUMENTATION FOR EACH UNIQUE POSITION TO BE FUNDED. FOR EXAMPLE, IF JEA FUNDS ARE TO PAY FOR A BOAT CAPTAIN OR AIRPLANE PILOT, ITEMIZE THEIR COSTS IN THE SAME MANNER.

Step 2. Vessel/Aircraft Operating Cost Calculation

The vessel/aircraft operating cost calculations are made based on fuel and oil consumption rates. These costs are determined by using **documented** per hour fuel and oil consumption data for each vessel/aircraft, or average for class of vessels proposed to be used in completing the Federal work, multiplied by the most current cost of fuel per gallon and oil per quart available at the time of agreement.

DOCUMENTATION REQUIRED:

Fuel/oil consumption data for vessels or aircraft must include a work sheet containing data from the latest annual operating period available showing engine hours and fuel/oil consumption based on government records retained during the normal course of business. These records must remain available for audit for a period of three years commencing with the effective date of the agreement.

When the services of multiple vessels are provided, vessels may be grouped into classes based on similarity of size and similarity of power plants and average fuel/oil consumption rates may be applied based on actual records.

The cost of fuel and will be established for the agreement period using the most recent State or Territorial government contracts for the purchase of fuel and oil. Unanticipated increases in the cost of fuel and oil during the period of the contract may be addressed through a request for supplemental funding which may be granted based on the availability of funds at the time.

NOTE: IN ALL COST CALCULATIONS, ROUND TO THE NEAREST DOLLAR AMOUNT.

Step 2: Vessel/Aircraft Operating Cost Calculation	
<i>A. Offshore Patrol Vessel</i>	
1. Fuel- XX gal/hr @ \$X.XX/gal	
2. Oil- XX gal/hr @ \$X.XX/gal	
Total (line 1 + line 2)	
<i>B. Nearshore Patrol Vessel</i>	
1. Fuel- XX gal/hr @ \$X.XX/gal	

2. Oil- XX gal/hr @ \$X.XX/gal		
Total (Line 1 + line 2)		
C. Aircraft Patrol		
1. Fuel- XX gal/hr @ \$X.XX/gal		
2. Oil- XX gal/hr @ \$X.XX/gal		
Total (Line 1 + line 2)		

Complete the above information for all vessels/aircraft that are to be used in the JEA. Add additional spaces as needed for each vessel.

Line 1. Enter the gallons per hour consumption rate from documents that are attached to the Cost Calculations. Also enter the price per gallon based on current government fuel purchase contract. In the column above “total” enter the price per gallon calculation.

Line 2. Enter the gallons per hour consumption rate from documents. Also enter the price per gallon based on current government fuel purchase contract. In the column above “total” enter the price per gallon calculation.

Total: Add the amounts on Lines 1 and 2 and enter.

Step 3. Cost of Services.

The Cost of Services is a calculation of all of the labor costs and the vessel/aircraft operating costs.

Step 3: Cost of Services Calculations					
A. Land Based Personnel Costs		Labor Cost per Hour	# of Personnel	# of Hours	Total
1. Land-Based Patrols					
2. Community Outreach					
3. Admin. Support/Specialist					
4. TOTAL LAND-BASED HOURS AND COST (A1 + A2 + A3)					

Land-Based Personnel Hours:

1. For each category of Land-Based Personnel Hours, enter the total LEO or Admin. Support/Specialist hourly labor costs from Step 1 in the space “Labor Cost per Hour.”

2. Enter the number of personnel that will be performing that particular task.
3. Enter the total number of hours that the total number of employees will be performing.
4. Multiply the labor cost times the number of personnel and the number of hours. Enter the result in the “total” column. Round the amount to the nearest dollar. (For example, for the example above— $36.99 \times 3 \times 325 = 36,065.25$, rounded to 36,065).
5. Complete these calculations for each category.
6. Add the amounts in the far right “total column” representing the total amount for that row, and place the amount in the bottom right box, line 4, **“TOTAL LAND-BASED HOURS AND COST.”**

VESSEL/AIRCRAFT COSTS

B. VESSEL/AIRCRAFT COSTS	Vessel—V Aircraft--A	Operating Cost per Hour	# of Personnel	# of Hours	Total
1.					
2.					
3.					
4. TOTAL VESSEL/AIRCRAFT HOURS AND COSTS (B1 +B2 +B3)					

1. For each vessel/aircraft, describe each vessel being referenced, i.e., “nearshore patrol vessel,” “35’ Patrol vessel.” Indicate by “V” or “A” whether craft is a vessel or aircraft. Add additional spaces if necessary.
2. Enter Operating Cost per hour for each vessel/aircraft from Step 2.
3. Enter the number of personnel required.
4. Enter the total number of hours for each vessel/aircraft.
5. Multiply the “Cost Per Hour” times the “# of Personnel” times the “# of Hours.”
6. Enter the result for each vessel or aircraft in the far right space titled “Total.”
7. Add the amounts in the far right “Total” column and enter in the bottom right space in Line 4, Total Vessel/Aircraft Hours and Costs.

Total Cost for Services Calculation

TOTAL COST OF SERVICES (3A4 +3B4)	

Add the amount from Line 3A4 to the amount from Line 3B4 and enter in the far right space titled "Total Cost of Services."

Step 4. Overhead Calculations

Step 4: Overhead Calculations		
A. Total Cost of Services		
B. X 35% (.35)	-----	
Total Overhead (4A x .35)		

1. Multiply total COST OF SERVICES by 35% to calculate the overhead.
2. Enter the product in the appropriate space.

For purposes of NOAA Joint Enforcement Agreements, overhead is the portion NOAA pays for law enforcement management services, including leadership, supervision, quality control, report review, general record-keeping, infrastructure support such as offices, utilities, uniforms, equipment, use of vehicles, depreciation or capitalization costs of capital equipment, etc.

NOTE: SEVERAL JURISDICTIONS HAVE DIFFERENT METHODS OF CALCULATING OVERHEAD. IN THOSE CASES, A SEPARATE EXPLANATION FOR A DEVIATION FROM THE 35% FIGURE MUST BE ATTACHED TO THE WORKSHEET.

Step 5. Direct Operations Calculations

Step 5: Direct Operations Calculations		
A. Total Cost of Services		
B. Total Overhead		
Total Direct Operations (5A+5B)		

1. Enter the Total Cost of Services from Step 3.
2. Enter the Total Overhead from Step 4.

3. Add the total amount of Cost for Services to the Overhead and record the amount.

Step 6. Direct Purchase Calculations

PART TWO: DIRECT PURCHASES			
ITEM (Equipment, Property, or Service)	Cost Per Unit	Quantity	Total
Total Direct Purchases			

In the space provided, briefly describe the item of equipment to be purchased. For example, "27' Patrol Boat, fully equipped," or New model year 4 x 4 patrol vehicle."

Enter the cost per unit.

Enter the quantity to be purchased.

Enter the total cost by multiplying the cost per unit times the quantity.

Add the total cost of each item in the right column and enter the result in the Total Equipment Purchase Cost blank.

Step 7. Total JEA Calculation

PART THREE: CALCULATION OF TOTAL AMOUNT		
A. Total Direct Operations		
B. Total Direct Purchases		
TOTAL AMOUNT OF JEA (A + B)		

Add the Direct Operations Component amount to the Direct Purchase Component amount and enter the amount in the space titled "Total JEA."

DEFINITIONS

Cost of Services: specified labor and operating costs of all proposed patrols, public education and direct support work compensable under agreement between NOAA/OLE and its partner agency.

Direct Operations Component: as distinguished from Direct Purchase Component, the part of a Federal award that compensates the States for the work to be performed.

Direct Purchases Component: as distinguished from Direct Operations Component, the part of a Federal award that allocates money to a Federal partner for the purchase of a specific item.

Journeyman Level Enforcement Officer: is a fully trained, non-supervisory law enforcement officer performing field enforcement work.

Man Hour Cost: is the hourly cost of labor comprised of the appropriate fraction of the annual salary and benefits cost.

Overhead: is the portion of the award intended to compensate the State for the costs of providing the infrastructure necessary to supply the law enforcement services to the Federal government.

Personal Benefits: employer's costs for FICA, employee retirement, health/life insurance, worker's compensation, and unemployment insurance.

Vessel/Aircraft Operating Cost: is the combination of the historical hourly fuel and oil consumption rates and current per gallon/per quart cost for fuel/oil for vessels/aircraft proposed for use in Federal enforcement work under this agreement.

APPENDIX 7
VENDOR INFORMATION PROFILE TEMPLATE

VENDOR PROFILE INFORMATION

The purpose of this form is to provide mandatory award and payment information for NOAA. This information is required as set forth in FAR 52.232-33, *Mandatory Information for Electronic Funds Transfer Payment*, the Debt Collection Improvement Act of 1996, and the Taxpayer Relief Act of 1997. NOAA will use the information only for the purposes Stated in the references cited above and will restrict access to the data to authorized personnel who will use it only for the specified purposes. Until this information is received, our payment office will not make any payments.

Please check one: NEW CHANGE (please complete bolded areas only, along with your changes)

NAME: Legal Name _____

Parent Company Name (if applicable) _____

Division/subunit _____

Acronym or shortened name _____ (8 characters/digits or less)

What type of Vendor are you (select one):

Small Disadvantaged Business

Individual

Other Small Business

State/Local Government -
Hospital

Large Business

Other State/Local Government

JWOD Non-Profit Agency

Foreign Contractor

Non-Profit Educational Organization

Domestic Contractor

Performing Outside US

Non-Profit Hospital

Tribal Government

Federal Government

HBC/U or Mi

Other Non-Profit Organization

Private University

State/Local Government - Educational

DOC/NOAA customer account number _____ (if any)

Foreign Corporation Yes No

Minority Owned and Operated Business Yes No

Women Owned and Operated Business Yes No

Taxpayer Identification Number (TIN)*

SSN (individual/sole proprietorship) _____

EIN (Corporation/partnership/sole proprietorship with one or more employees)

of parent company _____

of Division/subunit _____

DUNS # (commercial vendors only) _____

* The Taxpayer Identification Number (TIN) is required by law. If you fail to provide us with this information, your payments may be subject to income tax withholding.

Type of Entity/Account applicable to the TIN. (See Form W-9 Request for Taxpayer Identification Number & Certification, Specific Instructions Section). Select One:

- Broker or Registered Nominee Corporation Individual
 Partnership Sole Proprietorship Federal Government
 Revocable Savings Trust Custodian Account of a minor Valid Trust, EState, Pension
 Association, Club, Religious, Educational, or other Account with the Dept of Agriculture Trust Charitable, tax exempt organization Joint Account (Two/more Individuals) as State/Local Government, School District, or Prison)

Do you require payment in foreign currency? Yes ___ No ___ Type of currency?

Please indicate the type of products you provide to NOAA.

Services Only ___ Goods Only ___ Goods/Services

ADDRESS: Individual/Business/Organization's sales address and point of contact

Name _____
Address line 1 _____
Address line 2 _____
City _____
State _____ ZIP _____ Country _____
Phone _____ Fax _____
Internet E-mail address _____

If payment remit address is different than the sales address, please provide it below

Name _____
Address line 1 _____
Address line 2 _____
City _____
State _____ ZIP _____ Country _____
Phone _____ Fax _____
Internet E-mail address _____

ELECTRONIC FUNDS TRANSFER (EFT):

The Debt Collection Improvement Act of 1996 mandates the use of EFT for all Federal payments to recipients who become eligible to receive such payments 90 days after enactment, which was July 26, 1996. Federal agencies may grant waivers for this mandate to recipients who certify in writing and send to the Finance office stating that they do not have an account with a financial institution. Please select one of the following payment methods:

1. ___ EFT (Automated Clearing House Payments (ACH))
2. ___ Check (**MUST SUBMIT REQUEST FOR WAIVER IN WRITING ALONG WITH THIS FORM**)
3. ___ OPAC (Federal Agencies only)

If line 1 was checked above, please provide the following financial information for EFT payments.

(The ACH Coordinator at your financial institution can supply you with this information)

Financial Institution Name _____
Address _____
City _____ State _____ Zip _____
ACH Coordinator Name _____ Phone _____
Nine Digit Routing/Transit Number (ABA#) _____
Account Title _____

Type of Account: (select one)

Checking Account Number _____
 Savings Account Number _____
 Lockbox Account Number _____

I certify that the information which I have provided on this form is correct.

Name (type or print)

_____ Title _____ Phone# _____

Signature _____ Date _____

APPENDIX 8
VENDOR INFORMATION PROFILE TEMPLATE
INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING VENDOR PROFILE INFORMATION FORM

States/Territories applying for JEA funding must submit a completed and signed Vendor Profile Information form with the JEA packet. Please complete the form according to the following instructions. The form may be completed electronically, typed or printed.

Step 1:

The purpose of this form is to provide mandatory award and payment information for NOAA. This information is required as set forth in FAR 52.232-33, *Mandatory Information for Electronic Funds Transfer Payment*, the Debt Collection Improvement Act of 1996, and the Taxpayer Relief Act of 1997. NOAA will use the information only for the purposes Stated in the references cited above and will restrict access to the data to authorized personnel who will use it only for the specified purposes. Until this information is received, our payment office will not make any payments.

Please check one: NEW CHANGE (please complete bolded areas only, along with your changes)

Place a "X" or check mark in the "New" space.

Step 2. Legal Name of Organization

NAME: Legal Name _____
Parent Company Name (if applicable) _____
Division/subunit _____
Acronym or shortened name _____ (8 characters/digits or less)

Insert the full legal name of the organization. See example above.

Insert the Division/subunit name. For example, "Division of Fish and Wildlife;" "Department of Natural Resources".

Insert the 8 character or less acronym or shortened name of the organization. For continuity purposes, the acronym used in the JEA and Operations Plan should be used.

Step 3. Type of Vendor

What type of Vendor are you (select one):

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Other Small Business | <input type="checkbox"/> State/Local Government -
Hospital |
| <input type="checkbox"/> Large Business | <input checked="" type="checkbox"/> Other State/Local Government |
| <input type="checkbox"/> JWOD Non-Profit Agency | <input type="checkbox"/> Foreign Contractor |
| <input type="checkbox"/> Non-Profit Educational Organization | <input type="checkbox"/> Domestic Contractor
Performing Outside US |
| <input type="checkbox"/> Non-Profit Hospital | <input type="checkbox"/> Tribal Government |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> HBC/U or Mi |
| <input type="checkbox"/> Other Non-Profit Organization | <input type="checkbox"/> Private University |
| <input type="checkbox"/> State/Local Government – Educational | |

Place an “X” or checkmark in the space “Other State/Local Government

Step 4. Foreign Corporation, Minority Owned Business

DOC/NOAA customer account number _____ (if any)
Foreign Corporation Yes ___ No ___
Minority Owned and Operated Business Yes ___ No ___
Women Owned and Operated Business Yes ___ No ___

Do not place any mark in the “DOC/NOAA customer account number” box.

Place and “X” or checkmark in the “No” box for “Foreign Corporation.”

Place and “X” or checkmark in the “No” box for “Minority Owned and Operated Business.”

Place and “X” or checkmark in the “No” box for “Women Owned and Operated Business.”

Step 5. Taxpayer Identification Number

Taxpayer Identification Number (TIN)*
SSN (individual/sole proprietorship) _____
EIN (Corporation/partnership/sole proprietorship with one or more employees) _____
 # of parent company _____
 # of Division/subunit _____
DUNS # (commercial vendors only) _ _____

* The Taxpayer Identification Number (TIN) is required by law. If you fail to provide us with this information, your payments may be subject to income tax withholding.

Enter your State's/Territory's Employer Identification Number (EIN)

Enter your State's/Territory's DUNS#, if appropriate.

Step 6. Type of Entity/Account Applicable to TIN.

Type of Entity/Account applicable to the TIN. (See Form W-9 Request for Taxpayer Identification Number & Certification, Specific Instructions Section). Select One:

9 Broker or Registered Nominee	9 Corporation	9 Individual
9 Partnership	9 Sole Proprietorship	9 Federal Government
9 Revocable Savings Trust	9 Custodian Account of a minor	9 Valid Trust, EState, Pension
9 Association, Club, Religious, Charitable, Educational, or other tax exempt organization	9 Account with the Dept of Agriculture in the name of a public entity (such as State/Local Government, School District, or Prison)	Trust 9 Joint Account (Two/more Individuals)

Mark or check the space before "Account with the Dept. of Agriculture, etc." Mark only this one.

Step 7. Type of Currency

Do you require payment in foreign currency? Yes ____ No X Type of currency?

Place an "X" or checkmark in the "No" space.

Step 8. Type of Products Provided to NOAA

Please indicate the type of products you provide to NOAA.

Services Only Goods Only Goods/Services

Place an "X" or checkmark in the "Services Only" space.

Step 9. Organization Address

ADDRESS: Individual/Business/Organization's sales address and point of contact

Name _____

Address line 1 _____

Address line 2 _____

City _____

State _____ ZIP _____ Country _____

Phone _____ Fax _____

Internet E-mail address _____

Enter the full name of the organization. For example, "State of Washington;" "New York State Department of Environmental Conservation."

Enter any divisional or unit name on the "Address line 1" space. For example, "Department of Law Enforcement," "Division of Fish and Wildlife."

Enter the full street address on "Address line 2."

Enter the city, zip code, and country in the appropriate spaces.

Enter the central telephone and fax numbers for the organization.

Entering an email address is optional.

Step 10. Payment Address

If payment remit address is different than the sales address, please provide it below

Name _____
Address line 1 _____
Address line 2 _____
City _____
State _____ ZIP _____ Country _____
Phone _____ Fax _____
Internet E-mail address _____

If the address where payment is to be delivered is different than the address of the organization, provide the requested information.

Step 11. Electronic Funds Transfer

ELECTRONIC FUNDS TRANSFER (EFT):

The Debt Collection Improvement Act of 1996 mandates the use of EFT for all Federal payments to recipients who become eligible to receive such payments 90 days after enactment, which was July 26, 1996. Federal agencies may grant waivers for this mandate to recipients who certify in writing and send to the Finance office stating that they do not have an account with a financial institution. Please select one of the following payment methods:

1. ___ EFT (Automated Clearing House Payments (ACH))
2. ___ Check (**MUST SUBMIT REQUEST FOR WAIVER IN WRITING ALONG WITH THIS FORM**)
3. ___ OPAC (Federal Agencies only)

Place an "X" or checkmark in the "EFT" space.

NOTE: If a check is being requested, please contact your regional JEA representative.

Step 12. EFT Financial Institution Information

If line 1 was checked above, please provide the following financial information for EFT payments.
(The ACH Coordinator at your financial institution can supply you with this information)

Financial Institution Name _____
Address _____
City _____ State _____ Zip _____
ACH Coordinator Name _____ Phone _____
Nine Digit Routing/Transit Number (ABA#) _____
Account Title _____

Enter the name of the financial institution that will be receiving the fund transfer.

Enter the full address for the financial institution.

Provide the name of the ACH Coordinator and the business telephone number for that person.

Enter the 9-digit routing/transit number.

Enter the account title that the money is to be transferred into.

Step 13. Account Type and Number

Type of Account: (select one)
 Checking Account Number _____
 Savings Account Number _____
 Lockbox Account Number _____

Place an "X" or checkmark in the appropriate space. Check only one.

Enter the account number into which the funds are to be transferred.

Step. 14 Certification and Signature

I certify that the information which I have provided on this form is correct.

Name (type or print)

_____ Title _____ Phone# _____

Signature _____ Date _____

Insert the name of the official completing the form and will certify to its accuracy.

Insert the official's title and telephone number.

The certifying individual must sign the form and insert the date signed.