## 2002

# AMERICAN FISHERIES ACT CATCHER VESSEL INTERCOOP

## **ANNUAL REPORT**

# TO THE

# NORTH PACIFIC FISHERY MANAGEMENT COUNCIL

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## Section 1. Overview

## 1.1 Purpose of the Catcher Vessel Intercooperative Report

The AFA Catcher Vessel Intercooperative Report is a companion report to the nine individual catcher vessel cooperative reports required by the American Fisheries Act. While the individual coop reports track the annual activities of each coop, they do not provide a summary of all AFA catcher vessel harvest in the Bering Sea and Gulf of Alaska fisheries. Therefore, the Catcher Vessel Intercooperative Report serves as the summary of the aggregate fishing activities by the nine AFA catcher vessel cooperatives and provides the North Pacific Fisheries Management Council with a simple means of evaluating the AFA catcher vessel fleet's compliance of sideboard regulations.

# 1.2 The 2002 Catcher Vessel Intercooperative Agreement

The nine AFA catcher vessels cooperatives renewed the Intercooperative Agreement for 2002 with no changes from the 2001 agreement. The 2002 Agreement continues to emphasize the commitment by all members towards reducing bycatch in the Bering Sea Pollock fishery.

The primary elements of the Intercoop Agreement provides for the following:

- 1) Allocation, monitoring, and compliance of the BSAI and GOA sideboard limits and PSC caps among the AFA catcher vessel fleet;
- 2) Allocation, monitoring, and compliance of BSAI pollock harvest inside the Steller sea lion conservation area;
- 3) Establishment of penalties for coops that exceed pollock and sideboard allocations;

- 4) Provides for the harvest of BSAI pacific cod by the "under 1700 mt" exempt vessels while complying with AFA PSC limits;
- 5) Establishment and monitoring of sideboard species transfers between cooperatives;
- 6) Promotes compliance of the Council's recommended sideboard measures and PSC limits while allowing for the maximum harvest of AFA pollock and sideboard allocations; and
- 7) Promotes reduction of PSC bycatch in the BSAI pollock fishery.

A copy of the 2002 Intercoop Agreement can be found in Appendix 1.

# 1.3 Intercoop Enforcement Actions

No enforcement or penalty actions regarding the over-harvest of AFA pollock, directed sideboard fishery cap, or PSC allocations occurred in 2002. Additionally, no penalty actions in either the chinook salmon or "other" salmon bycatch agreements occurred in 2002.

# Section 2. Bering Sea Pollock Fishery

## 2.1 Allocations and Harvest

The Bering Sea pollock TAC for 2002 was set at 1,485,000 metric tons. After the 10% reduction for the Community Development Quota of 148,500 metric tons, the remaining 1,336,500 metric tons was reduced by 4% to create an Incidental Catch Allowance (ICA) of 53,460 metric tons. This remainder, 1,283,040 metric tons, is the initial amount of pollock available to the directed fishery (Directed fishing allowance or DFA) and is allocated among the various AFA harvest sectors. The inshore sector allocation is 50% of the DFA, the mothership sector is 10%, and the catcher/processor sector is 40%. Catcher vessels that historically delivered pollock to the c/p sector are allocated 8.5% of the c/p sector share (3.4% of the DFA).

On September 10<sup>th</sup> NMFS determined that 9,000 metric tons of the ICA would be allocated to the directed pollock fishery. The ICA release was divided by NMFS pro-rata to the four pollock sectors. The Intercoop, in turn, allocated the inshore sector's 4,500 metric tons to the inshore coops based on their respective percentages.

In total there are 112 AFA qualified catcher vessels. The inshore sector has ninety-nine qualified vessels of which 96 were members of inshore coops in 2002. The remaining three boats made up the "Open Access" category and account for only 0.195% of the total inshore allocation. The mothership sector has a total of 20 qualified vessels of which fourteen are "dual qualified" for both the mothership and inshore sector fisheries. Seven catcher vessels are qualified under the catcher/processor sector.

Table 2.1 provides information on the number of members in each coop, each coop's

allocation percentage, their annual allocation, their adjusted allocation after the pollock ICA release on Sept. 10th, each coop's total directed pollock actual harvest, and the amount of pollock over/under the adjusted allocation. None of the catcher vessel coops exceeded their annual pollock allocation.

Table 2.1

Data Source:	Catcher '	Vessel	Preliminary	Reports

2002 AFA CATCHER VESSEL COOPERATIVES' ALLOCATIONS AND DIRECTED FISHING HARVESTS						
Cooperative	Number of Vessels in Coop	Annual Allocation Percentage	Initial Annual Allocation	Annual Allocation Including ICA Release	2002 Harvest in Metric Tons	Over / (Under) Allocation
INSHORE COO	PS					r
Akutan Catcher Vessel Assoc.	33	28.085%	180,169	181,435	181,283	(152)
Arctic Enterprise Assoc.	3	4.210%	27,009	27,197	27,152	(45)
Northern Victor Fleet Cooperative	13	8.425%	54,049	54,427	54,346	(81)
Peter Pan Fleet Cooperative	9	2.138%	13,717	13,812	13,641	(171)
Unalaska Fleet Cooperative	11	12.209%	78,324	78,873	78,851	(22)
UniSea Fleet Cooperative	12	23.056%	147,910	148,946	148,891	(55)
Westward Fleet Cooperative	15	21.681%	139,089	140,064	140,015	(49)
Inshore Totals	96	99.804%	640,267	644,754	644,179	(575)
OFFSHORE CO	OOPS					
Mothership Fleet Cooperative	20	10% of DFA	128,304	129,204	129,141	(63)
High Seas Catchers Cooperative	7	3.4% of DFA	43,624	43,929	pollock l covered in	f the HSCC narvest are the joint PCC CC report

## 2.2 Salmon Bycatch Avoidance

In 2002 all ten AFA cooperatives, catcher vessel and catcher/processors alike, entered into two salmon bycatch management agreements; one for chinook salmon bycatch reduction in the "A" season and a second for chum salmon bycatch reduction in the "B" season. Copies of each agreement are found in Appendix II.

#### Chinook Salmon

Fishing strategies are quite different in the roe season verses the non-roe season. Consequently a somewhat different style of salmon bycatch program is required for chinook salmon compared to chum salmon. To effectively reduce chinook salmon bycatch in the rapid paced pollock roe season, fresh information and a rapid response by the vessels to the information is key. Experience in data gathering and reporting acquired during the 2001 chum salmon program played a significant role in putting together an effective management mechanism. Reliance on the rapid identification of chinook bycatch hotspots by Sea State, Inc. (hired by the coops as the program Monitor) and providing the aggregate information back to the vessels as quickly as possible is the main element of the agreement. To maintain a high level of bycatch reduction performance by each vessel, a list of the 20 boats with the highest bycatch rates is provided to the coops each week.

NMFS records report the chinook salmon bycatch for the 2002 pollock A season was 20,241 fish compared to 16,500 salmon taken during the 2001 A season. While bycatch was up in 2002, there were indications that there was an overall higher concentration salmon on the grounds compared to 2001. This was especially evident on the shallower grounds where the fleet had experienced lower chinook bycatch in recent years.

#### **Chum Salmon**

The slower pace of the non-roe season and the large area of pollock distribution during the summer and fall months require a different management style. The Chum Salmon Agreement monitors and manages the bycatch in two regions of the Bering Sea, one northwest and another southeast, of the Pribilof Islands. Each week, when triggered in either of the two regions, areas ranging in size from 500 to 1000 square miles are subject to a "Savings Closure". Additionally, each vessel is categorized into one of three tiers based on their coop's seasonal bycatch performance. A coop's tier status is updated weekly and dictates their access to the following week's Saving Closure areas. Additionally, the coops are required to submit tow-by-tow information to the program monitor (Sea State, Inc.). In the event of extremely high bycatch, vessels are required to provide the entire AFA fleet with an immediate report of the "hot-spot".

Primarily policing of the weekly Savings Closures are the responsibility of the fleet and is spot checked by VMS observations. No violations of the restricted areas was reported, in fact in most cases fishermen had already left the high bycatch areas before the closure deadline. This is a result of the fleet's increased daily vessel-to-vessel communication and the overall awareness of bycatch avoidance brought about by the creation of the program.

Just as chinook bycatch was up in 2002, so was the bycatch of chum salmon. The B season chum bycatch in 2001 was at the low end of the historic range with 50,877 fish taken. The 2002 B season yielded 77,025 chum salmon taken as bycatch. While this is a significant jump from 2001, it is still a relatively low number considering the 1,283,040 mt DFL for 2002.

## Section 3. Sideboard Fisheries

#### 3.1 Groundfish Sideboards

The American Fisheries Act directed the North Pacific Fisheries Management Council to provide regulations aimed at protecting other fisheries from adverse impacts that may occur due to the creation of BSAI pollock cooperatives. This mandate brought about the development of groundfish, PSC, and crab sideboard restrictions for the AFA catcher vessel fleet. Vessels with less than 1700 mt of historic catch in the BSAI pollock fishery and that meet minimum landing requirements in either the BSAI and/or GOA are granted exemptions to the BSAI cod fishery and/or GOA groundfish sideboards.

NMFS assigns the non-exempt catcher vessel sector aggregate sideboard caps for each groundfish species in the BSAI and the GOA. The Intercoop Agreement provides the distribution of sideboard caps among the nine catcher vessel coops for fisheries eligible to AFA catcher vessels. In many cases the assigned caps are so low that without the Intercoop Agreement, and the level of fishery management it provides, many of these fisheries would be closed to the AFA vessels. Even with the Intercoop Agreement, many sideboard caps are still too low to allow a directed fishery. Appendix III provides information on the directed groundfish sideboard fisheries the non-exempt vessels participated in during 2002. The tables provide information on initial coop allocation of sideboard caps, the transfer of allocations between coops, and the directed harvest by each coop.

The following tables 3.1a and 3.1b provide aggregate information regarding the allocation and harvest of BSAI and GOA sideboard species by AFA non-exempt catcher vessels. The tables cover both direct harvest and species caught as bycatch in other directed fisheries and summarize the amounts of sideboard species harvested over or under the sideboard cap.

Data supplied by Sea State, Inc.

2002 BSAI AFA CATCHER VESSEL AGGREGATE GROUNDFISH SIDEBOARD CATCH					
Species	Fishery	Sideboard Limit	Aggregate Catch, Directed & Bycatch	Over / (Under) Sideboard Limit	
	Jig Gear	0	0	0	
	Hook & Line	0	0	0	
- 15 1	Pot Gear 1/1-6/10	6	0	(6)	
Pacific Cod	9/1-12/31	4	0	(4)	
	CV < 60' H&L or Pot	0	0	0	
	Trawl Gear CV	37,429	35,658	(1,771)	
	BS Trawl	74	37	(37)	
Sablefish	Al Trawl	35	0	(35)	
	Eastern AI&BS Jig	0	0	0	
	Other Gear 1/1-4/15	8	0	(8)	
	Other Gear 9/1-11/1	8	00	(8)	
	Central Al Jan-4/15	1	0	(1)	
	inside CH	1	0	(1)	
Atka Mackerel	9/1-11/1	11	0	(1)	
	inside CH	1	0	(1)	
	Western Al Jan-4/15	0	0	0	
	inside CH	0	0	0	
	9/1-11/1	0	0	0	
	inside CH	0	0	0	
Yellowfin Sole	BSAI	4,730	155	(4,575)	
Rock Sole	BSAI	1,565	1,869	304	
	BS	320	12	(308)	
Greenland Turbot	Al	50	2	(48)	
Arrowtooth	BSAI	938	699	(239)	
Alaska Plaice	BSAI	450	26	(424)	
Other Flatfish	BSAI	112	177	65	
Flathead Sole	BS	1,073	798	(275)	
Traditional out	BS	262	233	(29)	
	Eastern Al	25	1	(24)	
POP	Central Al	7	0	(7)	
	Western Al	0	0	0	
	BS	0	0	0	
Northern rockfish	Al	56	22	(34)	
Shortraker /	BS	0	0	0	
Rougheye	Al	3	0	(3)	
	BS	10	2	(8)	
Other Rockfish	Al	5	21	16	
Squid	BSAI	641	922	281	
Other Species	BSAI	1,417	703	(714)	

2002 GOA AFA CATCHER VESSEL AGGREGATE GROUNDFISH SIDEBOARD CATCH					
Species	Fishery	Sideboard Limit	Aggregate Catch, Directed & Bycatch	Over / (Under) Sideboard Limit	
	WYK	408	96	(312)	
	SEO	2,260	0	(2,260)	
Pollock	610 A,B,C,&D	10,830	4,167	(6,663)	
	620 A,B,C,&D	3,288	2,194	(1,094)	
	630 A,B,C,&D	2,420	313	(2,107)	
Pacific Cod	WGOA Inshore A&B	2,158	622	(1,536)	
	WGOA Offshore A&B	174	0	(174)	
	CGAO Inshore A&B	1,610	72	(1,538)	
	CGOA Offshore A&B	179	0	(179)	
	EGOA Inshore (annual)	18	0	(18)	
	EGOA Offshore (annual)	2	0	(2)	
	WGOA	0	0	0	
Deep-water Flatfish	CGOA	149	62	(87)	
200р жылы	EGOA	42	0	(42)	
	WGOA	1	0	(1)	
Rex Sole	CGOA	223	7	(216)	
	EGOA	41	0	(41)	
	WGOA	7	0	(7)	
Flathead Sole	CGOA	130	31	(99)	
	EGOA	11	0	(11)	
	WGOA	70	1	(69)	
Shallow-water	CGOA	777	7	(770)	
Flatfish	EGOA	37	0	(37)	
	WGOA	17	14	(3)	
Arrowtooth	CGOA	772	100	(672)	
Flounder	EGOA	10	0	(10)	
	WGOA Trawl	0	0	0	
Sablefish	CGOA Trawl	78	24	(54)	
	EGOA Trawl	13	0	(13)	
	WGOA	163	22	(141)	
POP	CGOA	712	375	(337)	
	EGOA	110	0	(110)	
Objectively 5	WGOA	0	0	0	
Shortraker /	CGOA	20	1	(19)	
Rougheye	EGOA	7	0	(7)	
	WGOA	0	0	0	
Other Rockfish	CGOA	114	0	(114)	
	EGOA	0	0	0	

Table 3.1b (continued)

	Table 3.1b (continued)					
2002 GOA AFA CATCHER VESSEL AGGREGATE GROUNDFISH SIDEBOARD CATCH						
Species	Fishery	Sideboard Limit	Aggregate Catch, Directed & Bycatch	Over / (Under) Sideboard Limit		
	WGOA	0	0	0		
Northern Rockfish	CGOA	141	79	(62)		
	WGOA	0	0	0		
Pelagic Shelf	CGOA	0	0	0		
Rockfish	EGOA	10	0	(10)		
	WGOA	11	0	(11)		
Thornyhead	CGOA	26	0	(26)		
Rockfish	EGOA	24	0	(24)		
Demersal Shelf Rockfish	SEO	1	0	(1)		
Atka Mackerel	Gulfwide	19	0	(19)		
Other Species	Gulfwide	102	8	(94)		

Review of tables 3.1a and 3.1b shows sideboard overages in several species not directly fished by the AFA non-exempt vessels. While the coops have successfully managed the directed fisheries' sideboard limits, the harvest of bycatch species associated with those directed fisheries vary from season to season. Because the sideboard limits are a three-year average it should be expected that the sideboard caps of species taken as incidental catch, rather than directed catch, would occasionally be exceeded.

## 3.2 PSC Sideboards

Tables 3.2a, 3.2b, and 3.2c cover PSC species caught by AFA catcher vessels participating in BSAI and GOA groundfish fisheries. None of the halibut or crab sideboard limits were exceeded by the catcher vessel coops. Herring and salmon bycatch in the BSAI fisheries are low considering the 1,283,040 mt pollock DFL in 2002.

2002 BSAI	2002 BSAI AFA CATCHER VESSEL AGGREGATE PSC SIDEBOARD CATCH				
PSC Species	Target Fishery	Sideboard Limit	Aggregate PSC Mortality	Over / (Under) Sideboard Limit	
	Pacific Cod, Trawl	887	517	(370)	
	Pacific Cod, fixed gear	2	0	(2)	
	Yellowfin Sole				
	1/20 - 4/1	30	0	(30)	
	4/1 - 5/21	22	0	(22)	
	5/21 - 6/30	6	0	(6)	
	6/30 - 12/31	43	0	(43)	
Halibut	Rock Sole				
	1/20 - 4/1	127	0	(127)	
	4/1 - 6/30	47	0	(47)	
	6/30 - 12/31	47	0	(47)	
	Turbot, Arrowtooth, Sablefis				
	h	0	0	0	
	Rockfish	2	0	(2)	
	Pollock/A.Mack/O.Species	5	0	(5)	
	Pacific Cod	7,212	16	(7,196)	
Red King Crab,	Yellowfin Sole	1,906	0	(1,906)	
Zone 1	Rsole/Fhead			(40.004)	
	Sole/O.Flatfish	16,984	0	(16,984)	
	Pollock/A.Mack/O.Species	37	0	(37)	
	Pacific Cod	77,124	873	(76,251)	
	Yellowfin Sole	317,687	0	(317,687)	
	Rsole/Fhead Sole/O.Flatfish	275,330	0	(275,330)	
C.Opilio, COBLZ	Pollock/A.Mack/O.Species	1,644	0	(1,644)	
	Rockfish	986	0	(986)	
	Turbot, Arrowtooth, Sablefis	300		(000)	
	h	9,363	0	(9,363)	
	Pacific Cod	113,218	32,168	(81,050)	
	Yellowfin Sole	38,993	0	(38,993)	
C.Bairdi, Zone 1	Rsole/Fhead	00,000		(00,000)	
	Sole/O.Flatfish	103,787	0	(103,787)	
	Pollock/A.Mack/O.Species	391	0	(391)	
	Pacific Cod	200,438	9532	(190,906)	
			0	(204,600)	
	Yellowfin Sole	204,600		(204,000)	
C.Bairdi, Zone 2	Rsole/Fhead Sole/O.Flatfish	169,367	0	(169,367)	
	Pollock/A.Mack/O.Species	624	0	(624)	
	Rockfish	269	О	(269)	

Data supplied by Sea State, Inc.

2002 GOA AFA CATCHER VESSEL AGGREGATE PSC SIDEBOARD CATCH					
PSC Species	Target Fishery	Sideboard Limit	Aggregate PSC Catch	Over / (Under) Sideboard Limit	
	Trawl, 1st Season Allowance				
	Shallow water Targets	153	2	(151)	
	Deep water Targets	7	0	(7)	
	Trawl, 2nd Season Allowance				
	Shallow water Targets	34	2	(32)	
	Deep water Targets	21	8	(13)	
Halibut	Trawl, 3rd Season Allowance				
(mortality in metric tons)	Shallow water Targets	68	0	(68)	
metric toris)	Deep water Targets	28	26	(2)	
	Trawl, 4th Season Allowance				
	Shallow water Targets	150	2	(148)	
	Deep water Targets	(rollover from 3rd)	0		
	Trawl, 5th Season Allowance				
	All Targets	62	0	(62)	

Table 3.2c

Data supplied by Sea State, Inc.

2002 BSAI AFA CATCHER VESSEL AGGREGATE SALMON & HERRING BYCATCH					
PSC Species	Target Fishery	Aggregate Bycatch			
Chinook	Pollock	20,196			
	Pacific Cod	2,086			
	Total	22,282			
Other Salmon	Pollock	56,885			
	Pacific Cod	555			
	Total	57,440			
Herring	Pollock	74			
	Pacific Cod	2			
	Total	77			

# 3.3 Bristol Bay Red King Crab Sideboard Fishery

AFA qualified vessels participating in the Bristol Bay Red King Crab Fishery are restricted to a sideboard cap of 10.96% of the general fishery guideline harvest level. The total GHL for the 2002 fishery was set at 9,270,489 pounds, from which 695,287 pounds were reserved for the CDQ fishery, leaving 8,575,202 pounds for the general fishery. An AFA cap of 939,842 pounds is calculated from the general fishery GHL based on the AFA cap percentage. 31 AFA vessels pre-registered for the 2001 fishery, all 31 vessels participated in the 2002 fishery.

The Alaska Department of Fish & Game provides two harvest options for the AFA vessels: 1) each AFA vessel be assigned an equal amount trip limit by ADF&G, or 2) participate in a cooperative management program developed and managed by United Catcher Boats. This program allows AFA vessels to fish "Olympic Style" to 80% of the cap before being assigned a trip limit for the remainder of the fishery. The trip limit, referred to as the "not to exceed amount" under the cooperative plan, is 17% of the AFA cap. 3% of the AFA cap is held in reserve as a "buffer" to cover possible reporting and management errors as well as variations in the average crab weight. All 31 AFA vessels agreed to participate in the fishing cooperative prior to the start of the fishery.

The AFA vessels face a variety of additional expenses to participate in the crab fishery that are not required of the non-AFA vessels in the general fishery. Each vessel participating in the AFA cooperative must pay an advance fee to UCB of \$500.00 (\$15,500 total for the 2002 31 vessel fleet) and agree to cover any costs in excess of the original assessment based on their catch percentage. The assessment covers UCB's management of the cooperative and the AFA fleet observer coverage required by ADF&G. Management costs of the AFA fishery (observers, Monitor's expenses, communication charges, meeting expenses, etc.) totaled \$17,100.00. The lion's share of the assessment, \$13,249.00, went for observer coverage of the AFA fleet. Under current ADF&G regulations AFA vessels are required to pay for their observer expenses while ADF&G covers the cost of observer coverage for the non-AFA open access fleet.

The AFA BBRKC Cooperative Agreement requires each vessel, beginning at noon on the second day of the season, to provide the Monitor with the number of pots pulled and crab retained every 6 hours. The Monitor tabulates the total of retained crab for each time period and applies an estimated average crab size (6.5 lbs. for this season) to establish an in-season estimated catch rate for the AFA fleet (see Table I). Once the monitoring agent determines when the AFA fleet will reach the 80% mark, a fleet-wide notification is made. The notification announces the closure of the "Olympic" portion of the fishery and assigns the "not to exceed" limit. The "not to exceed" calculation is equal to 17% of

the AFA vessel quota. This year's notification was made at 1345 hrs. on October 17<sup>th</sup>. The original "not to exceed amount" was set at 793 retainable crabs. However, the Monitor determined that the AFA fleet catch had accelerated between the noon report and the 1345 cut off of the AFA "Olympic" fishery. Consequently the "not to exceed amount" was reduced to 419 crabs. A few vessels were already over 419 retained crab when the amended "not to exceed amount" was announced, resulting in a slightly higher aggregate "not to exceed amount". Twenty-seven of the 31 AFA vessels were restricted by the "not to exceed" cap and were obligated to dump significant amounts of crab prior to the close of the general fishery.

Table II summarizes the vessel report data, fish ticket data, and reports the accuracy of the in-season monitoring when compared to the landing data. In the aggregate, the 6-hour crab reports submitted by the vessel captains to the Coop Monitor varied by .84% when compared to the total landed crab as reported on the AFA fish tickets. The total weight of landed crab, 917,676 pounds, is equal to 97.64% of the AFA cap. While the AFA vessels did use .64% of the "buffer", they remained well under the sideboard amount for the third consecutive season. Total accuracy of the program based on landed weight versus in-season estimates was 0.22%.

Fishery cooperative contracts create a unified commitment by the vessel owners, captains, and crews towards reliable fishery management. These private contracts among fishermen have proven to be a very valuable management tool. Cooperative management, as demonstrated by the AFA pollock cooperatives, including the associated bycatch reduction programs, and the BBRKC AFA Management Program, provides a much higher degree of reliable data in a timely fashion for a quicker and more flexible decision-making than regulations can provide to government agencies.

Table I. In-season Reports

<sup>\* &</sup>quot;Not to Exceed" Cap issued, no pot lift information for this period

Table II. Summary

	Ž	אפטסיים אוווו ושלפע	od dey			
4	Initial AFA Cap	Reported ( Data	Reported Catch Data	Fish Tic	Fish Ticket Data	Accuracy Percentage
Crab Count (Initial number based	144 591	141.501	97.86%	142,717	98.70%	0.84%
+			7000 =0	040 640	07 C 40/	7000
Crab Weight	939.842	919,757	%98.76	917,676 91.047	37.0470	-0.4470

# Appendix I

2002 Catcher Vessel Intercoop Agreement

#### 2002 INTERCOOPERATIVE AGREEMENT

This 2002 INTERCOOPERATIVE AGREEMENT is entered into by and among HIGH SEAS CATCHERS COOPERATIVE ("High Seas"), MOTHERSHIP FLEET COOPERATIVE ("MFC") and the "Inshore Coops", i.e., AKUTAN CATCHER VESSEL ASSOCIATION, ARCTIC ENTERPRISE ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, all of which are Washington Fish Marketing Act corporations, as of December 18, 2001, with respect to the following facts:

- A. High Seas, MFC and the Inshore Coops (together, the "Coops") are composed of certain catcher vessels (the "Vessels") eligible to harvest Bering Sea ("BS") and Aleutian Islands ("AI") pollock under the American Fisheries Act (the "AFA"). High Seas and the MFC are composed of all of the catcher vessels eligible to harvest BS and AI pollock in the "catcher/processor" and "mothership" sectors of such fisheries, respectively. The Inshore Coops have each received an allocation of BS pollock in accordance with Section 210 of the AFA. The members of each of the Coops have allocated among themselves the pollock available to their respective Coop, and have agreed that an overharvest of its allocation by any member shall subject such member to a penalty.
- B. The North Pacific Fishery Management Council (the "Council") has adopted "trigger amounts" of chinook, other salmon and herring (the "Trigger Amounts"). Attainment of a Trigger Amount causes certain "savings areas" to be closed to trawling for pollock for certain periods of time. The Coops are also subject to limits on their incidental catch of halibut and crab (the "PSC Limits"). Each Coop's members have agreed to exercise their best efforts to conduct their fishing efforts such that their Coop operates within the Trigger Amounts and PSC Limits, and to comply with the related management measures.
- C. Pursuant to Section 211(c) of the AFA, the Council has adopted certain measures to prevent the Vessels from exceeding in the aggregate their traditional harvest levels in certain fisheries other than BS and AI pollock (the "Sideboards"). The members of each of the Coops have allocated the Sideboards limits among themselves, and have agreed that an overharvest of a Sideboard limit by any member shall subject that member to a penalty.
- D. The Coops are subject to certain time and area limits on their harvest of BS and AI pollock in connection with Steller sea lion protection measures (the "RPAs").

Now, therefore, the parties agree as follows:

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- 1. <u>Trigger Amount Management</u>. The Coops agree to exercise all reasonable efforts to reduce their salmon and herring bycatch to the lowest commercially practical levels, and specifically agree to coordinate their members' fishing activities with the goal of achieving the lowest practicable bycatch rates. For purposes of this Section, Coop catch data produced by the Monitoring Agent (as identified in Section 6.a, below) in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate.
- a. Bycatch Reporting. Each Coop shall arrange to have each of their members' Vessels' bycatch data (to the fullest extent available, with tow-by-tow data being considered optimal) released directly from then NMFS Observer Program to the Monitoring Agent and the Intercoop Manager (as identified in Section 8, below). The Monitoring Agent and the Intercoop Manager are hereby authorized to release all such data in forms and to parties as they reasonably deem appropriate to promote bycatch reduction.
- 2. Sideboard Limits. Subject to applicable Sideboard exemptions (including the "1700 metric ton" BS/AI cod and Gulf of Alaska ("Gulf") groundfish Sideboard exemptions and the mothership sector BS/AI cod sideboard exemption), the Coops agree to limit their collective members' Vessels' aggregate annual harvest of each Sideboard species to the amount that the Coop members' Vessels' collective catch histories contribute to the annual Sideboard for such species, as calculated by the National Marine Fisheries Service ("NMFS") in accordance with 50 C.F.R. § 679.63(b). To give effect to this provision, each Coop shall (i) limit its non-exempt members' Vessels' aggregate annual harvest of each Sideboard species to the amount that such Vessels contribute to the aggregate annual Sideboard for such species; or (ii) in the case of two or more Coops entering into an intercooperative agreement under which the parties have agreed to limit their collective non-exempt members' Vessels' aggregate annual harvest of one or more Sideboard species to the amount that such Coops' members' Vessels' collective catch histories contribute to the annual Sideboard for such species, limit its members catch in compliance with such intercooperative agreement.
- 3. <u>Sideboard Management</u>. The Coops acknowledge and agree that coordinated Sideboard management is essential to insure compliance with the aggregate Sideboard limits established under the AFA. Therefore, the Coops agree to the procedures set forth in this Section 3. For purposes of this Section, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures shall be presumed accurate.
- a. <u>Sideboard and Sideboard-Related PSC Cap Allocation</u>. The Monitoring Agent will annually allocate the BS/Al Pacific cod Sideboard (the "Cod Sideboard") in accordance with the terms and conditions of that certain Cod Allocation Agreement among the Coops dated as of June 1, 2000 (the "Cod

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Agreement"). The Monitoring Agent, in consultation with NMFS, will allocate all Sideboard species other than BS/AI Pacific cod and will allocate all PSC Caps (including those applicable to BS/AI Pacific cod) in accordance with this Section 3.a.

The Monitoring Agent will first reserve an amount of each such Sideboard species necessary to fund the bycatch needs of pollock and other directed groundfish fisheries in which the AFA catcher vessels participate. Then, the Monitoring Agent will initially allocate the BS, AI and Gulf non-exempt vessel Sideboard directed fishery allowances, exempt vessel Sideboard reserves and PSC Limits among the Coops as set forth herein. The allocations will be based on NMFS data and formulas to the extent feasible, and on the best available data otherwise. Each Coop agrees to exercise its best efforts to provide the Monitoring Agent with all catch data that the Monitoring Agent reasonably requests for purposes of calculating such allocations. Upon the Monitoring Agent having allocated the non-exempt and exempt vessel Sideboard allowances among the Coops, the Monitoring agent shall allocate the PSC Limits such that:

(i) each Coop shall receive PSC Limit allocations for each of the Sideboard fisheries in which its vessels operate without exemptions proportionate such Coop's related Sideboard species allocations, provided that each Coop's initial PSC Limit allocations related to non-exempt vessel BS/AI cod harvest shall be reduced by five percent (5%) to fund the "traditional time and area" buffer (the "Buffer") provided to the exempt vessels pursuant to (ii), below; and

(ii) each Coop shall receive separate PSC Limit allocations for each of the fisheries in which one or more of its vessels operate on an exempt basis, proportionate to such vessels' contribution to the related NMFS reserve, provided that each Coop's initial "1700 mt" exempt vessel BS/AI cod PSC allocation shall be adjusted upward by a pro rata amount of the Buffer. In cases where an exempt vessel contributes less than 500 metric tons ("mt") to the BS/AI cod exempt vessel reserve, the initial allocation of PSC relative to that vessel shall be based on a presumed contribution of 500 mt.

For purposes of this Section 3, the mothership sector catcher vessels shall be considered "non-exempt" prior to March 1, and their initial coop Sideboard and PSC Limit allocations shall be made accordingly. The mothership catcher vessels shall become "exempt" as of March 1, and thereupon shall become eligible for a reallocation of PSC pursuant to Subsection b., below, if as a coop group they have harvested their initial BS/AI cod Sideboard allocation without exceeding their initial allocation of PSC.

b. <u>BS/AI and Gulf Cod PSC Reallocation</u>. The Monitoring Agent will track the aggregate BS/AI and Gulf cod catch and halibut and crab bycatch of each Coop's exempt vessels. Upon the Monitoring Agent determining

that a Coop's exempt vessels (as a group) have harvested their initial or subsequent allocation(s) of cod in the BS/AI or Gulf cod fishery without exceeding the Coop's related allocation of exempt vessel PSC (as adjusted by intra or inter Coop transfers) (such Coop being a "Complying Coop"), the Monitoring Agent will reduce each Coop's (including the Complying Coop's) remaining allocation of codrelated PSC for such cod fishery (if any) pro rata, according to the proportion of its initial non-exempt allocation of such PSC vis-a-vis the other Coops, such that the sum of the reductions is the lesser of (i) the amount of PSC necessary for each exempt vessel in the Complying Coop to harvest an additional 300 mt of cod at the pre-Buffer non-exempt cod/PSC ratio, or (ii) the proportionate amounts of such PSC that the Monitoring Agent deems necessary for the Complying Coop's exempt vessels to operate at such ratio until such fishery is closed to catcher vessel trawling; provided that the sum of such reductions under (i) or (ii) above shall in no case exceed that amount of PSC calculated to harvest 1500 mt at the pre-Buffer non-exempt cod/PSC ratio. The Monitoring Agent will then increase the relevant Coop's exempt vessel cod-related PSC allocations for such fishery by the sum of such reductions. On the other hand, if a Coop's exempt vessels harvest their initial or subsequent cod-related PSC allocation for the BS/AI or Gulf cod fishery (as adjusted by inter or intra Coop transfers) before having harvested the Coop's cod allocations made available therewith, the Monitoring Agent will not increase such Coop's exempt vessel allocations, and such Coop shall require such vessels to cease their directed fishing in that cod fishery, notwithstanding their exemption. If the Monitoring Agent determines that a PSC reallocation under this Section has provided a Coop with PSC in excess of the amount necessary to fish until fishery closure, the Monitoring Agent will have the authority to release an amount of the surplus that the Monitoring Agent deems reasonable back to the contributing Coops.

- c. <u>BS/AI Cod Harvest Timing</u>. To facilitate harvest of the full amount of the BS/AI cod Sideboard, each Coop agrees to manage its non-exempt vessels' BS/AI cod directed fishing harvest such that no more than sixty percent (60%) of the related initial PSC allocation is harvested prior to March 1.
- d. Optimal PSC Utilization. Each Coop agrees to exercise its best efforts to manage its vessels such that their aggregate PSC catch (as determined by the Monitoring Agent in accordance with NMFS procedures) does not exceed the Coop's PSC Limit allocations, as adjusted by transfers with other Coops and pursuant to Subsection 3.b., above. Each Coop agrees to release to the Monitoring Agent on a timely basis for redistribution at no cost the PSC it determines is not necessary to harvest its Sideboard allocations.
- e. <u>Gulf of Alaska Groundfish Sideboard Exemption</u>. The Coops acknowledge that the Council has stipulated that no Vessel shall be exempt from the Gulf of Alaska groundfish Sideboards in any year during which other vessels are permitted to lease any portion of such Vessel's BS or AI pollock

allocations. The Coops acknowledge that the Council's stipulation was intended to prevent a Vessel from using its ability to transfer or license its Coop BS or AI pollock allocation to increase its opportunity to harvest Gulf groundfish in excess of applicable Sideboards. The Coops agree to require that an exempt Vessel that actually exceeds an otherwise applicable Gulf groundfish Sideboard in 2002 shall not have transferred any amount of such Vessel's BS/AI pollock allocation for 2002 to another vessel such that the aggregate amount of such exempt Vessel's annual BS/AI pollock allocation is reduced by such tranfer(s). The Coops agree that an exempt Vessel which actually exceeds a Gulf groundfish Sideboard and fails to comply with the BS/AI pollock transfer limitations of this Section shall be deemed to have overharvested its Sideboard allocation, notwithstanding its exempt status, and shall be subject to the related overharvest penalties per the enforcement provisions of its Coop's Membership Agreement and this Agreement. For purposes of this provision, a Vessel's pollock allocations shall be calculated net of the amount normally reserved for harvest by a Coop "sweep-up" Vessel for purposes of season and/or area harvest limit compliance.

#### 4. Overharvest Prevention Measures.

a. Harvest Limits. The Coops agree to exercise their best efforts to prevent any of their members from exceeding their pollock allocation and Sideboard limits. In cases where a member has done so, the Coops agree to exercise their best efforts to prevent such overharvest from affecting non-members and/or resulting in a violation of fishery regulations. To that end, the Coops agree to facilitate pollock allocation and Sideboard limit transfers among members when practicable, agree to transfer PSC Limit apportionments among Coops when practicable, and to issue "stop fishing" orders as appropriate when such transfers are not practicable. The Coops also agree to encourage their members to mitigate the effects of inadvertent overharvests by making directed fishing and PSC Limit allocations available to other Coop members on reasonable terms and conditions. However, other than as provided in Section 4.f.(ii), below, nothing in this Section 4 shall constitute an affirmative obligation on the part of any Coop or its members to transfer an allocation at the request of another Coop or other members.

b. Pollock Allocation and Sideboard Penalties. The Coops acknowledge that notwithstanding the provisions of Section 4.a, above, adopting and enforcing appropriate penalties is necessary to create overharvest disincentives. The Inshore Coops therefore each agree to adopt the uniform penalty for an Inshore Coop member exceeding its BS, AI or Gulf pollock directed fishing allocation amount or area or season proportion of one hundred fifty percent (150%) of the total ex-vessel value of such overharvest. For purposes of this Subsection 4.b and Subsection 4.c, below, provision, ex-vessel value shall be deemed to be the ex-vessel price paid by the processor(s) to which the overharvesting member delivered for the overharvested species during the season(s) in which the overharvest takes place, and shall include all consideration paid for the overharvested allocation,

including but not limited to all bonuses and post season adjustments. The Coops each agree to adopt the uniform penalty amount of One Thousand Dollars (\$1,000.00) per metric ton for overharvests in the directed BS, AI and Gulf Pacific cod fisheries, and the amount of Three Hundred Dollars (\$300.00) per metric ton for overharvests in all other BS, AI and Gulf directed groundfish fisheries. Overharvests shall be determined on the basis of the best available data. Harvest reports developed by the Monitoring Agent shall be presumed accurate in the absence of demonstrable error.

- c. <u>PSC Limit Enforcement</u>. Upon a Coop receiving written notice from the Monitoring Agent that it does not have an adequate PSC Limit allocation to support further fishing activity by its members' vessels, such Coop shall immediately cause its members' vessels to cease fishing in the relevant directed fisheries. The Coops hereby adopt as a uniform penalty for each landing following such notice that includes a PSC species harvested in excess of a Coop's PSC Limit allocation an amount equal to twice the ex-vessel value of all commercially harvestable species delivered in such landing. For purposes of this Subsection, Coop catch data produced by the Monitoring Agent in conformance with NMFS catch accounting and bycatch estimation procedures will be presumed accurate. The Coops agree to take all actions and execute all documents reasonably necessary to give effect to this provision.
- d. <u>Liquidated Damages</u>. The Coops acknowledge that the financial impact associated with overharvesting an allocation or exceeding a Sideboard limit or PSC Limit are difficult to estimate, and that penalty amounts are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the penalty amounts established under 4.b. and 4.c., above are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a member's obligation with respect to any harvest in excess of an allocation, Sideboard or applicable PSC Cap. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such overharvest.
- e. <u>Rights of Action</u>. Each Coop agrees that the members of all other Coops shall have rights to initiate penalty actions and to be paid overharvest forfeitures and related costs of collection equivalent to such Coop's own members' rights. Each Coop agrees to take all corporate action necessary to give effect to this provision.

#### f. Indemnification.

(i) Each Coop (an "Indemnifying Coop") hereby agrees to indemnify, defend and hold harmless all other Coops and their members (the "Indemnitees") against all third party claims, legal actions and proceedings of any type whatsoever (the "Actions"), and against all third party damages, including

but not limited to all liabilities, obligations, judgments, penalties, fines, forfeitures, costs of defense and reasonable attorneys' fees (including fees incurred enforcing this indemnification) (together, the "Damages") that the Indemnitees incur as a result of an overharvest of a pollock allocation, Sideboard species or PSC Limit by a member of the Indemnifying Coop.

(ii) For purposes of this provision, in cases where an overharvest by a member is (a) not willful or repeated; (b) is capable of being corrected by other members (of the same or other Coops) restraining their harvest(s), and timely written notice is provided to such members' Coop(s); and (c) for which the appropriate amount of liquidated damages is tendered by the originally overharvesting member to a qualified third party escrow agent in readily available funds, the obligation of indemnification for third party claims related to the original overharvest shall shift to the Coop(s) receiving notice and the tender of liquidated damages.

#### 5. Steller Sea Lion-Related Management Measures.

- a. <u>Non-Exempt Vessels</u>. Other than as necessary to give effect to exemptions for which its members qualify, each Inshore Coop agrees to limit the aggregate annual pollock harvest of its members per season and per area (as determined in accordance with NMFS accounting procedures related to such harvests, including NMFS presumptions concerning unmonitored vessels) to the percentage of the annual inshore pollock directed fishing allowance generally permitted to be harvested during such season and/or in such area.
- b. <u>Unmonitored Vessels</u>. The Coops acknowledge that NMFS presumes pollock catch by unobserved vessels that are not carrying an operating Vessel Monitoring System ("VMS") is harvested in the Sea Lion Conservation Area ("SCA") until such area is closed, notwithstanding where the vessel actually fished. The Coops agree to work collectively to establish, adopt and enforce measures that promote accurate inside/outside SCA catch accounting.
- c. SCA Exemption for Vessels Equal to or Less than 99' in Overall Length. The Coops acknowledge that under the current Steller sea lion-related management measures, vessels equal to or less than 99 feet in length are eligible to harvest all of their BS pollock A and D season allocations inside the SCA. So long as this exemption remains in effect, the Coops agree that the Monitoring Agent in consultation with NMFS will calculate and reserve from the Coops' aggregate pollock allocations an amount of quota inside the SCA adequate to fund the total seasonal directed harvest of all members' Vessels equal to or less than 99 feet (the "99' Reserve"). The Monitoring Agent will then allocate the 99' Reserve among the Coops pro rata, according to the relative catch histories of their

vessels under 99'. Each Coop shall in turn allocate its share of the 99' Reserve among its members operating vessels under 99' in length, prior to establishing the inside SCA allocations for its members' Vessels over 99' in length. The Coops agree to require that any license or transfer of pollock quota from a vessel equal to or less than 99' to a vessel over 99' shall be subject to generally applicable regulations concerning spatial and temporal distribution of catch, including but not limited to proportions which may be harvested inside the SCA, notwithstanding the exemption extended to vessels less than or equal to 99'.

#### 6. Data Reporting.

- a. Appointment of Monitoring Agent. The Coops acknowledge that it will not be possible to obtain the benefits associated with cooperative harvesting activity unless catch data is reported on a timely basis to a centralized monitoring and reporting agent (the "Monitoring Agent"). The Coops agree to independently contract with Sea State, Inc. as their agent for that purpose.
- b. <u>Data Gathering</u>. Each Coop agrees to take all commercially reasonable actions to obtain catch data and other information that may be necessary for effective fishery management from its members as soon as reasonably possible, and to provide such data to the Monitoring Agent as soon as reasonably possible after receiving such data. Data produced for the Coops by the Monitoring Agent shall be presumed accurate, which presumption shall only be rebuttable upon clearly demonstrating inaccuracy.
- 7. <u>Vessel Preregistration</u>. The Coops acknowledge that it may be necessary for their members to provide advance notice of their intent to employ Vessels in certain fisheries, to provide NMFS and the Coops with the ability to project catch rates and amounts. Each Coop agrees to obtain such elections from its members and report them to the Monitoring Agent on a timely basis.
- 8. <u>Intercooperative Management</u>. The Coops acknowledge that resolving issues related to cooperative harvesting operations will be a continuing process. Each Coop agrees to appoint a person to represent it in intercooperative matters. The Coops further agree to retain United Catcher Boats ("UCB") to provide ongoing intercooperative coordination services and an intercooperative manager (the "Intercoop Manager") through December 31, 2002. The Coops agree such services shall not include representing the Coops or any of them in political or general policy matters, other than as authorized by all Coops in advance.
- 9. <u>Term.</u> This Agreement shall take effect upon execution by all of the Coops. This Agreement shall expire on November 30, 2002. The Coops agree to meet in good faith negotiations concerning modification of this Agreement and extension of its term not later than October 1, 2002, with the express intent of replacing or extending this Agreement prior to November 30, 2002.

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#### 10. Miscellaneous.

- a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to comply with changes in law, and policies and regulations implementing the American Fisheries Act.
- b. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.
- c. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.
- d. The parties agree to execute any documents necessary or convenient to give effect to intents and purposes of this Agreement.
- e. All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile transmission to the recipient. Each Coop agrees to provide the name, postal address, telefacsimile number and e-mail address (if any) of its representative for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.
- f. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. Other than disputes related to overharvest of pollock, Sideboard limits or PSC Limits in connection with which one or more Coops or their members seek an injunction, a restraining order or some other form of equitable relief, all disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten

(10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statue of limitations.

# Appendix II Salmon Bycatch Management Agreements

# Chinook Salmon Bycatch Program Agreement

# for the 2002 Bering Sea Pollock Fishery

The CHINOOK SALMON BYCATCH MANAGEMENT AGREEMENT is entered into by and among the POLLOCK CONSERVATION COOPERATIVE ("PCC"), the HIGH SEAS CATCHERS COOPERATIVE ("HSCC"), the MOTHERSHIP FLEET COOPERATIVE ("MFC"), and the "Inshore Coops", i.e., AKUTAN CATCHER VESSEL ASSOCIATION, ARCTIC ENTERPRISE ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE, and WESTWARD FLEET COOPERATIVE, as of January 31, 2002. PCC, HSCC, MFC, and the Inshore Coops are collectively referred to as the "Coops".

- 1. Data Gathering, Analysis, and Reporting. The Coops agree to retain Sea State, Inc. to provide data gathering, analysis, and reporting services necessary to implementing this Chinook Salmon Management Agreement for the duration of the 2002 BSAI pollock "A" season.
- 2. Hot Spot Reporting. Sea State will provide timely hot spot reporting to the Coops by chart and text messaging via e-mail and/or Standard C. The reports may also include a summary of observations regarding bycatch characteristics, trends, and/or fishing behaviors that may be having an effect on bycatch rates. This additional information will include, but are not limited to, depth and temperature data when reliably available.
- 3. Avoidance Area Advisories. Sea State will notify the Coops if and when the bycatch rate of an area is identified by Sea State and the catcher vessel Intercoop Manager to be at or above an unacceptable level on a regular basis. The size and shape of the recommended closure area are left to the discretion of Sea State and the catcher vessel Intercoop Manager. The Coops agree to encourage their members to avoid any such areas as identified by Sea State and the Intercoop Manager.
- 4. Dirty 20 List. On a weekly basis Sea State will calculate and distribute to the Coops a list of 20 vessels in the directed pollock fishery with the highest bycatch rate for the previous fishing week.
- 5. Vessel Reporting. The Coops acknowledge that the effectiveness of the bycatch management regime set forth in items 1 through 4 above, depends on gathering, analyzing and disseminating accurate chinook salmon bycatch data rapidly. The Coops therefore agree as follows:

- a. Each Coop shall require its members' vessels to exercise all commercially reasonable efforts to report each directed pollock trawl tow location to Sea State within 24 hours, together with a salmon bycatch estimate. PCC shall arrange to have its members' vessels' observer reports concerning salmon bycatch transmitted to Sea State. MFC and High Seas shall arrange to have the pollock amounts and salmon counts for their members' vessels reported to Sea State by the processing vessels to which their members' vessels deliver. All Coops other than PCC, MFC and High Seas shall arrange for their vessels to report the crew's best estimate of the amount of pollock and the number of salmon in the tow when reporting its location.
- b. Each Inshore Coop shall develop its own methods and means to accurately calculate (when feasible) or estimate the amount of pollock and the number of salmon contained in each directed pollock tow by its members' vessels, and to rapidly and accurately report that information to Sea State.
- 6. This Agreement shall take effect upon execution by all the Coops. This Agreement will expire on June 10, 2002.

#### 7. Miscellaneous:

- a. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to conform with changes in law or circumstances.
- b. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.
- c. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.
- d. The parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.
- e. All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile or e-mail transmission to the recipient. Each Coop agrees to provide the name, postal address, telefacsimile number and e-mail address of its

- duly authorized representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.
- f. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- g. Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. All disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statue of limitations.

Entered into as of the date first set forth above.

### "OTHER" SALMON BYCATCH MANAGEMENT AGREEMENT

#### 2002 POLLOCK "B" SEASON

This SALMON BYCATCH MANAGEMENT AGREEMENT is entered into by and among POLLOCK CONSERVATION COOPERATIVE ("PCC"), the HIGH SEAS CATCHERS COOPERATIVE ("High Seas"), MOTHERSHIP FLEET COOPERATIVE ("MFC") and the "Inshore Coops", i.e., AKUTAN CATCHER VESSEL ASSOCIATION, ARCTIC ENTERPRISE ASSOCIATION, NORTHERN VICTOR FLEET COOPERATIVE, PETER PAN FLEET COOPERATIVE, UNALASKA FLEET COOPERATIVE, UNISEA FLEET COOPERATIVE and WESTWARD FLEET COOPERATIVE, as of \_\_\_\_\_\_, 2002, with respect to the following facts:

#### RECITALS

Governor Knowles proclaimed a "state of disaster" with respect to certain 2000 and 2001 western Alaska chum salmon runs. The Governor requested that the North Pacific Fishery Management Council (the "Council"), the National Marine Fisheries Service ("NMFS") and participants in the Bering Sea/Aleutian Islands ("BS/AI") groundfish fisheries take steps to reduce the incidental catch of chum salmon in the BS/AI groundfish fisheries. The Coops desire to address this issue by inter-cooperative agreement.

#### **AGREEMENT**

- 1. <u>Purpose of Agreement</u>. The purpose of this Agreement is to implement a procedure to reduce chum salmon bycatch in the 2002 Bering Sea/Aleutian Islands ("BS/AI") trawl pollock "B" season fishery (the "Fishery"). Each party to this Agreement agrees exercise all commercially reasonable efforts to achieve that purpose.
- 2. <u>Chum Salmon Bycatch Management</u>. The parties agree that chum salmon bycatch in the Fishery shall be managed on an inter-cooperative basis as follows.
- a. The Coops will retain Sea State, Inc. ("SeaState") to provide data gathering, analysis and reporting services necessary to implementing the bycatch management program contemplated under this Agreement.
- b. Sea State will calculate a base bycatch rate (the "Base Rate") that will serve both as a threshold for Savings Area closures (as described in Subsection 2.e, below), and determining the Tier to which a Coop is assigned for purposes of Savings Area access. The Base Rate will be calculated by dividing the chum

salmon savings area trigger amount adopted by the Council under Amendment 35 (i.e., 42,000 "other" salmon) by the seven (7) year average of the BS/AI pollock "B" season directed fishing allowance ("DFA"), net of incidental catch allowances for non-pollock fisheries and of Community Development Quota ("CDQ") allocations. The preliminary Base Rate shall be .069 "other" salmon per metric ton of pollock (assuming a seven year average C/D season DFA of 611,336 mt.).

- c. On a weekly basis, SeaState will calculate and publish each Coop's cumulative "other" salmon bycatch rate for determining the Tier to which a Coop is assigned. Calculations for purposes of Tier assignments will be based on each Coop's aggregate Fishery pollock catch and the aggregate number of "other" salmon taken by its members as bycatch. For purposes of this Section, a Coop's salmon bycatch amount shall be based on observed, counted "other" salmon (i.e., whole haul samples), or sample sizes sufficiently large such that SeaState reasonably concludes that estimated number of "other" salmon has a high probability of being accurate. Classification of inshore Coops shall be based on plant observer data, and not on tow-by-tow estimates from the fishing grounds.
  - Coops with aggregate "other" salmon bycatch rates of less than or equal to seventy-five percent (75%) of the Base Rate shall be assigned to Tier 1. The preliminary Tier 1 rate is less than or equal to 0.052 "other" salmon per mt.
  - Coops with "other" salmon bycatch rates greater than seventy-five percent (75%) of the Base Rate but less than one hundred and twenty-five percent (125%) of the Base Rate shall be assigned to Tier 2. The preliminary Tier 2 rate is greater than 0.052 but less than 0.086 "other" salmon per mt.
  - Coops with an "other" salmon bycatch rates equal to or greater than one hundred twenty-five percent (125%) of the Base Rate shall be assigned to Tier 3. The preliminary Tier 3 rate is equal to or greater than 0.086 "other" salmon per mt.
- d. When the directed pollock fishery is open to any of the inshore, catcher/processor or mothership components, on an ongoing basis Sea State will calculate the bycatch rates for each Alaska Department of Fish and Game ("ADF&G") statistical area for which Sea State receives a salmon bycatch report, and when feasible, for each lateral half of each such statistical area. The bycatch rates shall be calculated on the basis of reports Sea State determines to be adequately accurate, including reliable tow-by-tow estimates from the fishing grounds. In every case, rates calculated on the basis of the actual number of salmon observed per tow will be given priority over rates based on sampling and extrapolation.

- e. On a weekly basis, Sea State will provide notice to the Coops identifying the area with the highest "other" salmon bycatch rate in excess of the Base Rate (the "Savings Areas") in each of the northwest and southeast regions of the BS/AI (as such regions are delineated on Exhibit A). Twenty-four (24) hours following delivery of weekly Savings Area notices to the Coops, the Savings Areas will be subject to a "Savings Closure" for seven (7) days, and Coop vessel fishing in such areas shall be restricted pursuant to Subsection 1.f, below. Each Savings Area will be sized as Sea State determines appropriate to address bycatch in each region, with a minimum area equivalent to a "half stat area" (approximately 500 square miles) and a maximum area equivalent to a "full stat area" (approximately 1000 square miles). Sea State shall identify a region's Savings Area by providing a set of four coordinates, one for each corner of the Savings Area. Savings Areas will be rectangular in shape. Corner coordinates will be provided in 5 minute increments of longitude and latitude.
- f. Upon a Savings Closure taking effect, the related area shall be closed to fishing by all Tier 2 and Tier 3 Coop vessels. The Savings Closure shall remain in effect for four (4) days for Tier 2 Coop vessels, and for seven (7) days for Tier 3 Coop vessels.
- 3. <u>Data Gathering and Reporting</u>. The Coops acknowledge that the effectiveness of the bycatch management regime set forth in Section 2, above, depends on gathering, analyzing and disseminating accurate "other" salmon bycatch data rapidly. The Coops therefore agree as follows.
- a. Each Coop shall require its members' vessels to exercise all commercially reasonable efforts to report each trawl tow location to Sea State within 24 hours, together with a salmon bycatch estimate. PCC shall arrange to have its members' vessels' observer reports concerning salmon bycatch transmitted to Sea State. MFC and High Seas shall arrange to have the pollock amounts and "other" salmon counts for their members' vessels reported to Sea State by the processing vessels to which their members' vessels deliver. All Coops other than PCC, MFC and High Seas shall arrange for their vessels to report the crew's best estimate of the amount of pollock and the number of "other" salmon in the tow when reporting its location.
- b. Each Coop shall require its members' vessels to notify their coop manager (if applicable), the intercooperative manager and, if feasible, Sea State as soon as possible of any tow with an "other" salmon bycatch rate that the crew estimates to be equal to or greater than one and a half (1.5) salmon per metric ton of pollock. In addition, each Coop shall arrange to have its vessels provide immediate notice of such incidents to all other Coop vessels in the Fishery via direct communication whenever feasible.

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- c. Each Inshore Coop shall develop its own methods and means to accurately calculate (when feasible) or estimate the amount of pollock and the number of salmon contained in each tow by its members' vessels, and to rapidly and accurately report that information to Sea State.
- 4. <u>Savings Closure Enforcement</u>. Upon a Coop receiving notice from Sea State that its members' vessels are not eligible to operate in a Savings Area, the Coop shall promptly notify its members. Each Coop agrees to take enforcement action with respect to any violation of a Savings Closure notice, and to impose the penalties set forth below in cases where a vessel is found to have violated a closure.
- g. The Coops hereby adopt a uniform penalty for the first violation of a Savings Closure of an amount equal to fifty percent (50%) of the exvessel value of the pollock caught in the Savings Area. The Coops hereby adopt a uniform penalty for second and subsequent violations of a Savings Closure of one hundred percent (100%) of the ex-vessel value of the pollock caught in the Savings Area. For purposes of this Subsection, Coop catch data produced by the Sea State in conformance with NMFS catch accounting and bycatch estimation procedures will be presumed accurate. The Coops agree to take all actions and execute all documents reasonably necessary to give effect to this provision.
- h. The Coops acknowledge that the damages resulting from violating a Savings Closure are difficult to estimate, and that penalty amounts are therefore intended to be a substitute in all cases for direct, indirect and consequential damages. Therefore, the Coops agree that the penalty amounts established under Subsection 4.a., above, are liquidated damages, the payment of which (together with reasonable costs of collection) shall satisfy a Coop's and its members' obligations related to violating a Savings Closure. The Coops hereby waive any and all claims to direct, indirect or consequential damages related to such violation.
- i. Each Coop agrees that the members of all other Coops shall have rights to initiate Savings Closure enforcement or penalty actions equivalent to such Coop's own members' rights. However, the authority to pursue enforcement or penalty actions with respect to alleged violation of a Savings Closure and the authority to levy fines, penalties, forfeitures or costs related to such actions shall in every case be reserved to the Coop to which the vessel involved belongs. Each Coop agrees to take all corporate action necessary to give effect to this provision.
- 5. <u>Term</u>. This Agreement shall take effect upon execution by all of the Coops. This Agreement shall expire on November 30, 2002.

#### 6. Miscellaneous.

- h. No amendment to this Agreement shall be effective against a party hereto unless in writing and duly executed by such party. The parties agree to amend this Agreement as reasonably necessary to conform with changes in law or circumstances.
- i. This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the State of Washington.
- j. This Agreement may be executed in counterparts which, when taken together, shall have the same effect as a fully executed original. Delivery of a signed copy of this Agreement by telefacsimile shall have the same effect as delivering a signed original.
- k. The parties agree to execute any documents necessary or convenient to give effect to the intents and purposes of this Agreement.
- All notices required to be given under this Agreement shall be deemed given five (5) days following deposit in certified first class U.S. mail, postage prepaid, with the correct address, or upon the first business day following confirmed telefacsimile or e-mail transmission to the recipient. Each Coop agrees to provide the name, postal address, telefacsimile number and e-mail address of its duly authorized representative(s) for purposes of receiving notices under this Agreement within three (3) days of executing this Agreement.
- m. In the event that any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed to be severed from this Agreement, and such holding shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- Each Coop agrees to use its best efforts to resolve any disputes arising under this Agreement through direct negotiations. All disputes not resolved through direct negotiation and/or dispute resolution will be submitted to arbitration in Seattle, Washington upon the request of any party to this Agreement. The party's written request will include the name of the arbitrator selected by the party requesting arbitration. The other party will have ten (10) days to provide written notice of the name of the arbitrator it has selected, if any. If the other party timely selects a second arbitrator, the two arbitrators will select a third arbitrator within ten (10) days. If the other party does not timely select the second arbitrator, there shall be only the one arbitrator. The single arbitrator or the three (3) arbitrators so selected will schedule the arbitration hearing as soon as possible thereafter. Every arbitrator, however chosen, must have no material ties to any Coop or Coop member. The decision of the arbitrator (or in the case of a three (3) arbitrator panel, the decision of the majority) will be final and binding. The arbitration will be conducted under the rules of (but not by) the American Arbitration Association. The parties will be entitled to limited discovery as

determined by the arbitrator(s) in its or their sole discretion. The arbitrator(s) will also determine the "prevailing party" and that party will be entitled to its reasonable costs, fees and expenses, including attorneys' and arbitrator fees, incurred in the action by said party. In no event will arbitration be available pursuant to this paragraph after the date when commencement of such legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statue of limitations.

Entered into as of the date first set forth above.

## Appendix III

# Coop Caps, Transfers, and Harvest in 2002 Directed Sideboard Fisheries

Table 14 BSAI DACIFIC COD A SEASON (Jan. 20 - April 1)	<b>SON</b> (Jan. 20 -	April 1)	Season Sideboa	Season Sideboard cap less bycatch requirements:	sh requirements:	24,500
Coop	Coop Sideboard Percentage	A Season Sideboard Allocation	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc	25 19%	6,172	299	6,471	5,781	690
Arctic Enterprise Assoc.	4.27%	1,046	-80	996	1,139	-173
High Seas Catchers Cooperative	10.57%	2,590	1,581	4,171	4,210	-39
Mothership Fleet Copperative	14 91%	3,654	-814	2,840	2,670	170
Northern Victor Connegative	13.45%	3,296	397	3,693	2,501	1,192
Deter Dan Fleet Connerative	0.50%	122	0	122	0	122
Inalaska Fleet Connerative	8 07%	1,977	-65	1,912	1,837	75
IniSea Fleet Cooperative	11.30%	2,768	-51	2,717	1,475	1,242
Westward Fleet Cooperative	11.74%	2,876	-1,266	1,610	370	1,240
Internation Totals	100 00%	24.500	-	24,501	19,983	4,518
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Table 18 BSAI BACIFIC COD B SEASON (April 1 - June 10)	SON (April 1 -	June 10)	Season Sidel	Season Sideboard cap +/- bycatch requirement:	ch requirement:	4,043
Coop	B Season Sideboard Allocation	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	1.018	069	0	1,708	610	1,098
Arctic Enterprise Assoc.	173	-173	0	0	0	0
High Seas Catchers Cooperative	427	-39	0	388	67	321
Mothorphin Floot Connerative	603	170	0	772	869	74
Mountain Video Cooperative	544	1.192	0	1,736	1,093	643
Normerii Victor Cooperative	000	122	0	142	0	142
Peter Pan Fleet Cooperative	326	75	0	402	347	55
Unalaska Fleet Cooperative	457	1.242	0	1,699	995	704
Westward Fleet Cooperative	475	1,240	0	1,715	534	1,181
aleto T accorded	4.043	4.518	0	8,562	4,344	4,218
ווונשוסר לסססוווו	) ר	21.01.				

THE ACT DE ALI DACIETO COD C SEASON ( line 10 - Nov 1)	SON (Line 10.	- Nov 1)	Season Sideb	Season Sideboard cap +/- bycatch requirements:	th requirements:	7,486	
Coop	C Season Sideboard Allocation	B Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation	Directed Catch	Remaining Sideboard Allocation	
0030 [0330]\\ 2040to Q cet  \	(mt)	1.098	0	2,984	0	2,984	<del></del>
Andial Calcifer Vesser Assoc.	320	0	0	319	0	319	
High Seas Catchers Cooperative	791	321	0	1,112	408	704	
Mothership Fleet Connergive	1,116	74	0	1,191	73	1,118	
Mothers Victor Coperative	1 007	643	517	2,167	705	1,462	
Dotor Dan Float Connergive	37	142	0	179	0	179	
Telef Fall Fleet Cooperative	604	55	0	629	0	629	
Unicon Float Congrative	846	704	0	1,550	32	1,518	
Mestward Fleet Copperative	879	1,181	-517	1,543	0	1,543	
sletoT dooretri	7 486 14	4.218	0	11,704	1,218	10,486	
31500 ASSOCIATION		,					

Table 2. BSAI ROCK SOLE

Season Sideboard cap less bycatch requirements: 1,565

I able 2. Boal ROCK SOLE			200000000000000000000000000000000000000	7 222 322 2		
Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	13.54%	212	0	212	0	212
Arctic Enterprise Assoc.	4.37%	68	0	68	0	68
High Seas Catchers Cooperative	15.44%	242	0	242	0	242
Mothership Fleet Cooperative	5.96%	93	0	93	0	93
Northern Victor Cooperative	1 47%	23	0	23	0	23
Peter Pan Fleet Connerative	1 94%	30	0	30	0	30
Inalaska Fleet Cooperative	15.61%	244	0	244	0	244
UniSea Fleet Cooperative	7 97%	125	0	125	0	125
Westward Fleet Cooperative	33.71%	528	0	528	0	528
Intercoop Totals	100%	1,565	0	1,565	0	1,565

4,730 Season Sideboard cap less bycatch requirements:

Table 3. BSAI YELLOWFIN SOLE			Season Sideboo	Season Sideboard cap less bycatch requirements	cu reduirements.	2007,1
Coop	Coop Sideboard	Initial Sideboard	Sideboard Cap	Final Sideboard Allocation	Directed Catch	Remaining Sideboard
	Percentage	(mt)	Transfers	(mt)		Allocation
Akutan Catcher Vessel Assoc.	9.27%	438	0	438	0	438
Arctic Enterprise Assoc	%200	_	0	-	0	-
Alono Lincipalise Associ	240.0	125	O	125	0	125
High Seas Catchers Cooperative	7.03%			120	c	129
Mothership Fleet Cooperative	2.72%	671	0	671		
Northern Victor Cooperative	1.26%	09	0	09	0	00
Peter Pan Fleet Cooperative	0.16%	8	0	8	0	80
Thalaska Fleet Cooperative	25 39%	1,201	0	1,201	0	1,201
Thises Fleet Cooperative	41.63%	1,969	0	1,969	0	1,969
Westward Fleet Cooperative	16.89%	799	0	799	0	799
Infercop Totals	100%	4,730	0	4,730	0	4,730

Table 4A ARFA 610 "A" SEAS	ASON POLLOCK	×	Seasonal AFA	CV Sideboard C	Seasonal AFA CV Sideboard Cap (metric tons):	1782
Coop	Coop Sideboard	A Season Sideboard	Sideboard Cap Transfers	Final Sideboard	Directed Catch	Remaining Sideboard
	Percentage	Allocation (mt)	-	Allocation (IIII)		Allocation
Akutan CV Assoc.	36.47%	650	0	650	0	650
Arctic Ent. Assoc.	0.66%	12	0	12	0	12
HSCC	0.31%	9	0	9	0	9
Mothership Coop	0.91%	16	0	16	0	16
N Victor Coop	6.58%	117.	381	498	0	498
Peter Pan Fleet Coop	0.75%	13	0	13	0	13
Unalaska Fleet Coop	16.10%	287	0	287	0	287
UniSea Fleet Coop	16.85%	300	0	300	0	300
Westward Fleet Coop	21.36%	381	-381	0	0	0
Intercoop Totals	100%	1,782	0	1,782	0	1,782

Table 4B. AREA 610 "B" SEASON POLLOCK	ASON POLLOC	¥	Seasonal AFA	CV Sideboard C	Seasonal AFA CV Sideboard Cap (metric tons):	1782	
Coop	B Season Sideboard Allocation	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation	
Akutan CV Assoc	650	650	0	1,300	0	1,300	
Arctic Ent. Assoc	12	12	0	24	0	24	
HSCC.	9	9	0	11	0	11	
Mothership Coop	16	16	0	32	0	32	
World Sing Coop	117	498	0	616	0	616	
Dotor Dan Fleet Coop	13	13	0	27	0	27	
Halaska Floot Coop	287	287	0	574	115	459	
UniSea Fleet Coop	300	300	0	601	0	601	
Westward Fleet Coop	381	0	0	380	0	380	
Infercoop Totals	1.782	1.782	0	3,564	115	3,449	
- 1:5: ) · 2>>>   1:5:	- 1 - 1	,					

Table 4C. AREA 610 "C" SEAS	ASON POLLOCK	*	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	3636
Coop	Initial IC Sideboard Allocation	B Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	1,326	1,300	-139	2,486	969	1,790
Arctic Ent. Assoc.	24	24	0	48	0	48
HOOC	11	11	223	246	245	_
Mothership Coop	33	32	0	99	0	99
N. Victor Coop	239	616	688	1,543	608	935
Peter Pan Fleet Coop	27	27	0	54	0	54
Unalaska Fleet Coop	585	459	-84	961	535	426
UniSea Fleet Coop	613	601	0	1,213	0	1,213
Westward Fleet Coop	777	380	-688	469	0	469
Intercoop Totals	3,636	3,449	0	7,085	2,084	5,001

Table 4D. AREA 610 "D" SEAS	<b>ASON POLLOCK</b>	~	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	3636	
Coop	Initial IC Sideboard Allocation	C Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation	
Akutan CV Assoc.	1,326	1,790	0	3,116	605	2,511	
Arctic Ent. Assoc.	24	48	0	72	0	72	
HSCC	1	1	0	12	0	12	
Mothership Coop	33	99	0	66	0	66	
N Victor Coop	239	935	0	1,174	391	783	
Peter Pan Fleet Coop	27	54	0	81	0	81	
Unalaska Fleet Coop	585	426	0	1,011	388	623	
UniSea Fleet Coop	613	1,213	0	1,826	0	1,826	
Westward Fleet Coop	777	469	0	1,246	0	1,246	
Intercoon Totals	3.636	5,001	0	8,637	1,384	7,253	
J	- 1						

Table 54 ARFA 620 "A" SEAS	ASON POLLOCK	×	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	1230
Coop	Coop Sideboard Percentage	A Season Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	60.52%	744	0	744	0	744
Arctic Ent. Assoc.	0.00%	0	0	0	0	0
HSCC	1.80%	22	0	22	0	22
Mothership Coop	0.21%	က	0	3	0	က
N. Victor Coop	13.17%	162	0	162	0	162
Peter Pan Fleet Coop	0.03%	0	0	0	0	0
Unalaska Fleet Coop	10.55%	130	0	130	0	130
UniSea Fleet Coop	5.22%	64	0	64	0	64
Westward Fleet Coop	8.49%	104	0	104	0	104
Intercoop Totals	100%	1,230	0	1,230	0	1,230

Table 5B. AREA 620 "B" SEASON POLLOCK	<b>ASON POLLOC</b>	~	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	1230
Coop	B Season Sideboard Allocation	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	744	744	0	1,489	573	916
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	22	22	0	44	0	44
Mothership Coop	8	က	0	5	0	2
N. Victor Coop	162	162	-162	162	0	162
Peter Pan Fleet Coop	0	0	0	<b>*</b> -	0	+
Unalaska Fleet Coop	130	130	290	550	480	70
UniSea Fleet Coop	64	64	-128	0	0	0
Westward Fleet Coop	104	104	0	209	0	209
Intercoop Totals	1,230	1,230	0	2,460	1,053	1,407
4						

Table SC ARFA 620 "C" SEASO	ASON POLLOCK	<b>×</b>	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	414
Coop	Initial IC Sideboard Allocation	B Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	251	916	0	1,166	1,086	80
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	7	44	0	52	0	52
Mothership Coop	_	5	0	9	0	9
N. Victor Coop	55	162	0	217	315	-98
Peter Pan Fleet Coop	0	_	0	1	0	
Unalaska Fleet Coop	44	70	0	113	0	113
UniSea Fleet Coop	22	0	0	22	0	22
Westward Fleet Coop	35	209	0	244	0	244
Intercoop Totals	414	1,407	0	1,821	1,401	420
	The second secon					

Table 5D. AREA 620 "D" SEASON POLLOCK	ASON POLLOC	¥	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons): 414	ap (metric tons):	414
Coop	Initial IC Sideboard Allocation	C Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	251	80	0	331	13	318
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	7	52	-59	0	0	0
Mothership Coop	-	9	0	7	0	7
N. Victor Coop	55	86-	278	234	242	ထု
Peter Pan Fleet Coop	0	~	0	1	0	-
Unalaska Fleet Coop	44	113	103	260	240	20
UniSea Fleet Coop	22	22	-44	0	0	0
Westward Fleet Coop	35	244	-278	1	0	-
Intercoop Totals	414	420	0	834	495	339

Table 6A. AREA 630 "A" SEASON POLLOCK	ASON POLLOC	×	Seasonal AFA	CV Sideboard C	Seasonal AFA CV Sideboard Cap (metric tons):	274
Coop	Coop Sideboard Percentage	A Season Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	52.67%	144	0	144	0	144
Arctic Ent. Assoc.	0.00%	0	0	0	0	0
HSCC	3.99%	7-	0	11	0	-
Mothership Coop	8.54%	23	0	23	0	23
N. Victor Coop	9.64%	26	0	26	0	26
Peter Pan Fleet Coop	6.18%	17	0	17	0	17
Unalaska Fleet Coop	12.31%	34	0	34	0	34
UniSea Fleet Coop	3.23%	<b>o</b>	0	6	0	O
Westward Fleet Coop	3.43%	6	0	6	0	o
Intercoop Totals	100%	274	0	274	0	274

B Season A S Sideboard Ro Allocation A Sideboard Ro Allocation					
. 144 0 0 11 23 26 26	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
	144	0	289	0	289
a co	0	0	0	0	0
a co	11	0	22	0	22
000	23	0	47	0	47
+	26	0	53	0	53
_	17	0	34	0	34
Unalaska Fleet Coop 34	34	0	67	58	6
UniSea Fleet Coop 9	6	0	18	0	18
Westward Fleet Coop 9	6	0	19	0	19
Intercoop Totals 274	274	0	548	58	490

Table 6C. AREA 630 "C" SEASO	ASON POLLOCK	*	Seasonal AFA	CV Sideboard C	Seasonal AFA CV Sideboard Cap (metric tons): 927	927
Coop	Initial IC Sideboard Allocation	B Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	488	289	126	903	697	206
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	37	22	-59	0	0	0
Mothership Coop	6/	47	-126	0	0	0
N. Victor Coop	88	53	0	142	0	142
Peter Pan Fleet Coop	57	34	-91	0	0	0
Unalaska Fleet Coop	114	တ	198	322	255	67
UniSea Fleet Coop	30	18	-48	0	0	0
Westward Fleet Coop	32	19	0	51	0	51
Intercoop Totals	927	490	0	1,417	952	465
ווופוכססם וסומוא	321	+00	)	, , , ,		

Table 6D. AREA 630 "D" SEASOI	ASON POLLOCK	¥	Seasonal AFA	CV Sideboard C	Seasonal AFA CV Sideboard Cap (metric tons):	927
Coop	Initial IC Sideboard Allocation	C Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	488	206	0	694	123	571
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	37	0	O	37	0	37
Mothership Coop	79	0	0	79	0	79
N Victor Coop	89	142	0	232	0	232
Peter Pan Fleet Coop	57	0	0	57	0	57
Unalaska Fleet Coop	114	67	0	181	0	181
UniSea Fleet Coop	30	0	0	30	0	30
Westward Fleet Coop	32	51	0	82	0	82
Intercoop Totals	927	465	0	1,392	123	1,269
	7					

Seasonal AFA CV Sideboard Cap (metric tons): 408

Table 7. AREA 640 POLLOCK					tons): 408	408
Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	0.11%	0	134	134	96	38
Arctic Enterprise Assoc.	7.08%	29	-29	0	0	0
High Seas Catchers Cooperative	0.07%	0	0	0	0	0
Mothership Fleet Cooperative	%00.0	0	0	0	0	0
Northern Victor Cooperative	12.76%	52	0	52	0	52
Peter Pan Fleet Cooperative	0.00%	0	0	0	0	0
Unalaska Fleet Cooperative	0.00%	0	0	0	0	0
UniSea Fleet Cooperative	54.23%	221	0	221	0	221
Westward Fleet Cooperative	25.76%	105	-105	0	0	0
Intercoop Totals	100%	408	0	408	96	312

Table 80 WESTERN GILL F "A"	"A" SEASON COD	QO	Seasonal AFA	CV Sideboard Ca	Seasonal AFA CV Sideboard Cap (metric tons): 1,295	1,295
Coop	Coop Sideboard Percentage	A Season Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	32.91%	426	0	426	0	426
Arctic Ent. Assoc.	9.01%	117	0	117	0	117
HSCC	9.92%	128	4	132	96	36
Mothership Coop	5.35%	69	0	69	0	69
N. Victor Coop	11.09%	144	0	144	0	144
Peter Pan Fleet Coop	7.57%	86	0	98	0	98
Unalaska Fleet Coop	8.16%	106	0	106	0	106
UniSea Fleet Coop	8.08%	105	4-	101	0	101
Westward Fleet Coop	7.93%	103	0	103	0	103
Intercoop Totals	100%	1,295	0	1,295	96	1,199

Table 8B. WESTERN GULF "B"	"B" SEASON COD	용	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	803
Coop	B Season Sideboard Allocation	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	284	426	0	710	0	710
Arctic Ent. Assoc.	78	117	0	194	0	194
HSCC	86	36	0	122	7	115
Mothership Coop	46	69	0	115	0	115
N Victor Coop	96	144	0	239	0	239
Peter Pan Fleet Coop	65	98	0	163	0	163
Unalaska Fleet Coop	70	106	0	176	0	176
UniSea Fleet Coop	70	101	0	171	0	171
Westward Fleet Coop	68	103	0	171	0	171
Intercoop Totals	863	1,199	0	2,062	7	2,055
T						

Table 9A. CENTRAL GULF "A" SEASON COD	'A" SEASON CO	00	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	996
Coop	Coop Sideboard Percentage	A Season Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	50.23%	485	0	485	0	485
Arctic Ent. Assoc.	0.00%	0	0	0	0	0
HSCC	7.00%	68	0	89	0	68
Mothership Coop	10.01%	97	0	97	0	97
N. Victor Coop	5.29%	51	0	51	0	51
Peter Pan Fleet Coop	8.09%	78	0	78	0	78
Unalaska Fleet Coop	10.79%	104	0	104	0	104
UniSea Fleet Coop	0.01%	0	0	0	0	0
Westward Fleet Coop	8.59%	83	0	83	0	83
Intercoop Totals	100%	966	0	996	0	996

Table 9B. CENTRAL GULF "B"	"B" SEASON COD	QC	Seasonal AFA	Seasonal AFA CV Sideboard Cap (metric tons):	ap (metric tons):	644
Coop	B Season Sideboard Allocation	A Season Rollover	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan CV Assoc.	323	485	0	809	0	809
Arctic Ent. Assoc.	0	0	0	0	0	0
HSCC	45	68	0	113	0	113
Mothership Coop	64	97	0	161	0	161
N. Victor Coop	34	51	0	85	0	85
Peter Pan Fleet Coop	52	78	0	130	0	130
Unalaska Fleet Coop	69	104	0	174	52	122
UniSea Fleet Coop	0	0	0	0	0	0
Westward Fleet Coop	55	83	0	138	0	138
Intercoop Totals	644	996	0	1,610	52	1,558

Seasonal AFA CV Sideboard Cap (metric tons):

Table 10. CENTRAL GULF SHALLO	W-WATER FLATFISH	TFISH		Ceastain A Concession out of the tons)	tons):	777
Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	26.52%	206	0	206	0	206
Arctic Enterprise Assoc.	0.00%	0	0	0	0	0
High Seas Catchers Cooperative	10.22%	79	0	62	0	79
Mothership Fleet Cooperative	0.21%	2	0	2	0	2
Northern Victor Cooperative	0.23%	2	0	2	0	2
Peter Pan Fleet Cooperative	1.30%	10	0	10	0	10
Unalaska Fleet Cooperative	61.24%	476	0	476	7	469
UniSea Fleet Cooperative	0.00%	0	0	0	0	0
Westward Fleet Cooperative	0.29%	2	0	2	0	2
Intercoop Totals	100%	777	0	777	7	770

Table 11. CENTRAL GULF DEEP-WATER FLATFISH

Seasonal AFA CV Sideboard Cap (metric tons): 149

Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
12.56%	19	0	19	0	19
0.00%	0	0	0	0	0
2.06%	3	0	က	0	3
0.03%	0	0	0	0	0
0.00%	0	0	0	0	0
5.46%	∞	0	8	0	80
74.49%	111	0	111	62	49
0.00%	0	0	0	0	0
5.40%	8	0	8	0	∞.
100%	149	0	149	62	87
06% 003% 46% 46% 00% 00%			0 0 8 8 0 0 0 8 8	3 0 0 0 0 0 8 0 0 0 0 0 8 0 149 0	3 0 0 0 0 0 0 0 8 0 8 111 0 111 8 0 8 8 0 8

Table 12. CENTRAL GULF NORTHERN

	ng Lu										
140	Remaining Sideboard Allocation	49	0	2	0	0	0	0	0	19	61
ird Cap (metric tons):	Directed Catch	0	0	0	0	0	0	79	0	0	79
Seasonal AFA CV Sideboard Cap (metric tons):	Final Sideboard Allocation (mt)	49	0	2	0	0	0	79	0	10	140
Seasonal /	Sideboard Cap Transfers	-29	0	0	0	0	0	29	0	0	0
	Initial Sideboard Allocation (mt)	78	0	2	0	0	0	50	0	10	140
RN	Coop Sideboard Percentage	55.69%	0.00%	1.11%	0.03%	0.00%	0.00%	36.05%	%00.0	7.11%	100%
Table 12. CENTRAL GULF NORTHERN ROCKFISH	Coop	Akutan Catcher Vessel Assoc.	Arctic Enterprise Assoc.	High Seas Catchers Cooperative	Mothership Fleet Cooperative	Northern Victor Cooperative	Peter Pan Fleet Cooperative	Unalaska Fleet Cooperative	UniSea Fleet Cooperative	Westward Fleet Cooperative	Intercoop Totals

Seasonal AFA CV Sideboard Cap (metric

Table 13 CENTRAL GILLE POP			Seasoliai	Seasonal AFA CV Sideboard Cap (Incline): tons):	tons):	712
Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Final Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	31.05%	221	0	221	161	09
Arctic Enterprise Assoc.	0.00%	0	0	0	0	0
High Seas Catchers Cooperative	10.83%	77	0	77	0	77
Mothership Fleet Cooperative	0.63%	4	0	4	0	4
Northern Victor Cooperative	0.00%	0	0	0	0	0
Peter Pan Fleet Cooperative	0.02%	0	0	0	0	0
Unalaska Fleet Cooperative	41.44%	295	0	295	214	81
UniSea Fleet Cooperative	0.00%	0	0	0	0	0
Westward Fleet Cooperative	16.01%	114	0	114	0	114
Intercoop Totals	100%	712	0	712	375	337

Seasonal AFA CV Sideboard Cap (metric

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ons):	ŀ
₽	

Table 14. EASTERN GULF POP			Seasolial	Seasolial Al A CV Sluctually Cap (included): (1008):	tons):	110
Coop	Coop Sideboard Percentage	Initial Sideboard Allocation (mt)	Sideboard Cap Transfers	Finał Sideboard Allocation (mt)	Directed Catch	Remaining Sideboard Allocation
Akutan Catcher Vessel Assoc.	0.00%	0	0	0	0	0
Arctic Enterprise Assoc.	%00.0	0	0	0	0	0
High Seas Catchers Cooperative	99.57%	110	0	110	0	110
Mothership Fleet Cooperative	0.00%	0	0	0	0	0
Northern Victor Cooperative	0.34%	0	0	0	0	0
Peter Pan Fleet Cooperative	0.00%	0	0	0	0	0
Unalaska Fleet Cooperative	%00.0	0	0	0	0	0
UniSea Fleet Cooperative	%00.0	0	0	0	0	0
Westward Fleet Cooperative	0.09%	0	0	0	0	0
Intercoop Totals	100%	110	0	110	0	110