

1 **MAINE COAST COMMUNITY SECTOR**
2 **Fishing Year 2015 and FY 2016 (May 1, 2015 – April 30, 2017) Operations Plan and**
3 **Agreement**
4
5

6 This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this
7 1st day of December, 2014 by and among the permit owners listed on the signature pages hereto
8 and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a
9 “Member” and, collectively, the “Members”).

10
11 **RECITALS**

12 WHEREAS, under the Northeast Multispecies Fishery Management Plan (“Groundfish FMP”),
13 Amendment 16 to the Groundfish FMP (“Amendment 16”), and the regulations implementing
14 the FMP, a self-selecting co-operative, or “sector,” of fishermen is authorized to submit to the
15 New England Fishery Management Council (the “Council”) a proposal for the allocation of catch
16 of regulated groundfish species to such sector;

17
18 WHEREAS, the Members voluntarily formed a fishery sector through the Maine Coast
19 Community Sector (the “MCCS” or “Sector”), for the purposes of establishing a legally
20 responsible entity (i) to obtain an aggregate annual sector allocation (“Annual Catch
21 Entitlement” or “ACE”) of regulated large mesh multispecies (“Groundfish”) from the National
22 Marine Fisheries Service (“NMFS”), as authorized by Amendment 16, and to sub-allocate such
23 ACE among the Members and/or their permits and vessels, (ii) to participate in Special Access
24 Programs (“SAPs”) or other approved measures in order to access closed areas to the extent that
25 such SAPs or measures are available to the Sector (iii) to take such actions as may be necessary
26 to ensure that the Sector, its Members and their vessels conduct groundfish harvesting activities
27 in compliance with the Plan, Amendment 16, the Magnuson-Stevens Fishery Conservation and
28 Management Act (the “MSA” or “Act”), the MSA’s implementing regulations, and other
29 applicable laws and regulations;

30
31 WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of whom
32 have an ownership interest in the other two persons in the Sector, and that documentation
33 demonstrating that the MCCS has met this definition has been provided to NMFS as Exhibit F
34 hereto through Permit No. 250387 (MRI 383) under the distinct ownership of Randy Cushman,
35 Permit No. 140344 (MRI 1835) under the distinct ownership of Tom Cassamassa, and Permit
36 No. 230524 (MRI 163) under the distinct ownership of Kelo S. Pinkham, and;

37
38 WHEREAS, in connection with the formation of the Sector, the Members desire to enter into this
39 Operations Plan and Agreement, dated December 1, 2014 (the “Agreement”) in order begin
40 operations for the 2015 and 2016 fishing years.

41
42 NOW, THEREFORE, in consideration of the mutual agreements, covenants, rights and
43 obligations set forth in this Agreement, the benefits to be derived therefrom and other good and

1 valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties
2 hereto, intending to be legally bound hereby, agree as follows:
3

4 **Article I. Representations and Warranties of the Members.** As of the date hereof, each of
5 the Members represents and warrants to the other Members and the Sector that:
6

7 Section 1.01. **Eligibility.** Each Member has been issued a valid limited access multispecies
8 permit with documented landings of Groundfish between May 1, 1996, and April 30, 2007,
9 which are the 1996 through 2006 fishing years (such period of time shall hereinafter be referred
10 to as the “Qualifying Period”). Each permit that the Member intends to enroll in the Sector is
11 listed below such Member’s name on the signature pages attached hereto identified by the
12 Moratorium Right Identifier (MRI) (each, a “Permit”). Exhibit D includes a list of all Sector
13 vessels, an indication of whether the vessel will fish, and all of the state and federal permits held
14 by members with an indication whether or not those permits are enrolled in any Sector or the
15 Common Pool. Notwithstanding the list of participating vessels set forth in Exhibit D, for
16 purposes of this Agreement, “Participating Vessel” shall mean the vessel to which a Member’s
17 Permit applies at any given time.
18

19 Section 1.02. **Organization and Authority.** Each Member (i) to the extent that it is an entity, is
20 duly organized, validly existing and in good standing in its state of organization and (ii) has all
21 authority, corporate or otherwise, to enter into this Agreement on its own behalf and on behalf of
22 the Participating Vessels that it represents. This Agreement constitutes a legally valid and
23 binding obligation of each Member, enforceable against such Member in accordance with its
24 terms. Each of the Members represents that its Participating Vessel(s) and Permit(s) have no
25 sanctions or other restrictions against them that would prevent such Participating Vessels and
26 Permits from enrolling in the Sector and/or complying with the terms of this Agreement.
27

28 **Article II. Membership**

29 Section 2.01. Voluntary Membership. Participation in the Sector is completely voluntary
30 among the Members, their Permits, and the related Participating Vessels.
31

32 Section 2.02. Scope of Membership Obligations. The obligations of the Members set forth in
33 this Agreement shall only apply to the Permits and Participating Vessels (and not to any other
34 permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the
35 terms hereof) to the extent that such Permits or Participating Vessels are fishing commercially
36 with gear that is capable of harvesting Groundfish. Notwithstanding the foregoing, the Members
37 acknowledge and agree that the Sector and its Members may, from time to time, be permitted to
38 participate in certain Special Access Programs (each a “SAP”) and that it may be necessary to
39 expand the scope of the membership obligations hereunder, in order to ensure that the Sector and
40 its Members are in compliance with the rules and regulations relating to each such SAP.
41 Therefore, the Members hereby agree to execute any amendments or supplements to this
42 Agreement, which may reasonably be requested by the Sector or the Sector Manager in order to
43 comply with the rules and regulations relating to any such SAP, including, without limitation,
44 any amendments or supplements that expand the scope of the membership obligations hereunder
45 to apply to vessels and/or permits that are not enrolled in the Sector.
46

1 **Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its
2 Permits and the related Participating Vessels enrolled in the Sector at the beginning of the fishing
3 year following the date on which such Member enrolled in the Sector to remain enrolled in the
4 Sector for that entire (one) fishing year (the “Commitment Period”) with the option to enroll for
5 fishing year 2016 under this two year operations plan; provided, however, that if the Members
6 seek to extend the terms of this Agreement consistent with Article IX below and NMFS does not
7 approve the Sector’s Operations Plan and Agreement, as the same may be amended, for the
8 subsequent fishing year, then the obligation of such Member under this Section 2.03 shall
9 terminate on the last day of the existing Commitment Period. Each Member further agrees that if
10 its Permit leaves the Sector for any reason during the Commitment Period, or beginning for
11 fishing years 2015 and beyond fails to notify the Manager of intent to leave Sector by the
12 December 1 preceding the start of the next fishing year, (i) such Member shall be subject to the
13 penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and (ii) such
14 Member, its Permit and the related Participating Vessel shall be ineligible to participate in the
15 Sector for a period of up to five [5] years following the date of such departure from the Sector as
16 determined by the Board. Each Member acknowledges and agrees that 50 CFR Part 648.87
17 requires that each of its Permits and the related Participating Vessels must remain in the Sector
18 for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the
19 Sector, and that each Member’s Participating Vessels may not fish outside the Sector under a
20 multispecies DAS program during any fishing year in which its Permits and/or Participating
21 Vessels are enrolled in the Sector.

22
23 **Section 2.04. New Members.** The owner of a permit that is eligible under the criteria set forth
24 in Section 1.01 hereto, but that is not enrolled as a Member (and/or whose permit is not so
25 enrolled) may apply to the Board (as hereinafter defined) for membership in the Sector. For
26 fishing year 2012 and thereafter, such application shall be made in writing no later than 30
27 calendar days after the PSC letters have been mailed by NMFS for the fishing year in which he
28 wishes to enroll and shall include evidence of eligibility. The Board shall, in its reasonable
29 discretion, determine whether the applicant shall be admitted as a Member of the Sector and/or
30 its permit included as a Permit. Notwithstanding the foregoing, no such admission shall be
31 effective until such new Member has agreed in writing to be bound by, and to cause its Permit
32 and Participating Vessel to comply with, the terms of this Agreement, and until the provisions of
33 this Agreement shall have been amended or modified to reflect such additional Member, Permit
34 and/or Participating Vessel.

35
36 **Section 2.05. Permit Transfers.** Each Member agrees that so long as it is a party to this
37 Agreement, such Member (i) shall not have the authority to sell, lease or transfer the ownership
38 of its Permit to a party that is not or does not agree in writing to be bound by this Agreement for
39 the remainder of the fishing year in which such sale, lease or transfer is to occur, (ii) shall not
40 transfer, lease or assign any days-at-sea allocated to its Permit by NMFS to any permit not
41 enrolled in a sector, and (iii) shall comply with the right of first refusal provisions of Section
42 2.08 hereof prior to the consummation of any proposed sale, lease or transfer permitted
43 hereunder. To the extent that a Member sells, leases or transfers its Permit to another individual
44 or entity (a “Transferee”) in compliance with the foregoing, then (a) such Transferee shall only
45 be permitted to participate in the Sector for the remainder of the fishing year in which the
46 transfer occurred (the “Transfer Year”) and (b) prior to the commencement of the fishing year

1 immediately following the Transfer Year, the Transferee must apply for admission to the Sector
2 pursuant to the provisions of Section 2.04 hereof in order to be admitted to the Sector as a
3 Member. For the avoidance of all doubt, for the purposes of calculating a Member's
4 Commitment Period under Section 2.03 hereof, no portion of a Transfer Year shall be included
5 in such calculation.

6
7 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
8 the costs and expenses associated with the administration and management of the Sector
9 (including the payment of the Manager's salary or at sea monitoring costs), require payment by
10 the Members of annual membership dues and/or poundage fees. Such annual membership dues
11 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
12 to the commencement of the applicable fishing year or at such other time as the Board may deem
13 necessary or appropriate.

14 **Section 2.07. Member Training.** Each new Member shall participate in training in the Sector's
15 operation plan, harvest plan, bylaws, and other rules prior to the start of the fishing year for
16 which he shall enroll for the first time. Such training shall be led by the Sector Manager and
17 may involve other qualified persons as determined by the Sector Manager or Board.

18
19 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that any
20 Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer")
21 his Permit to any proposed Transferee outside of the sector who shall make a good faith, bona
22 fide written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first
23 deliver to the Sector for distribution to its Members a written notice ("First Refusal Notice") that
24 the Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i)
25 state the identity of the prospective Transferee, (ii) state the amount of consideration for the
26 Permit and the material terms and conditions upon which the proposed Transfer is to be made
27 (the date on which the Sector receives the First Refusal Notice being the "First Refusal Notice
28 Date"), (iii) represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a
29 copy of any written proposal, letter of intent or other agreement relating to the Bona Fide Offer.
30 The Bona Fide Offer must have a monetary amount attached to it. The Sector or any Member
31 shall have a period of 7 calendar days following the First Refusal Notice Date (the "Election
32 Period") in which to elect to purchase or lease the Permit at the price and subject to the same
33 terms and conditions set forth in the First Refusal Notice (Or an equal monetary value if other
34 material goods or services are involved in the trade). The Sector or Member shall exercise the
35 right to purchase or lease such Permit by delivering a written notice ("Election Notice") to the
36 Transferring Member or Sector Manager within the Election Period. In the event that the Sector
37 or member desires to purchase the Permit, then the parties shall schedule a closing for the
38 payment for, and the delivery of, the Permit, which shall be no later than 90 calendar days after
39 the First Refusal Notice Date. The Transferring Member agrees to enter into and deliver an
40 agreement for the benefit of the Sector or Member, containing standard and customary
41 representations, warranties, covenants and indemnities by the Transferring Member for the
42 benefit of the Sector. If the Sector or Member has not elected to purchase the Permit within the
43 Election Period, then the Transferring Member is free to Transfer the Permit to the Transferee;
44 provided that such Transfer is on the terms and conditions specified in the First Refusal Notice.
45 If the proposed Transfer is not consummated within 90 calendar days following the termination

1 of the Election Period, the Transferring Member may not Transfer the Permit without complying
 2 again with all the provisions of Section 2.05 and this Section 2.08.

3
 4 **Section 2.09. Right of First Refusal for ACE Transfers.** In the event that any Member at any
 5 time proposes to sell, transfer or lease any portion of his ACE to any proposed Transferee who
 6 shall make a good faith, bona fide written offer therefore, then the Transferring Member shall
 7 first deliver to the Sector for distribution to its Members a written notice that the Transferring
 8 Member proposes to make such Transfer, which First Refusal Notice shall (i) state the identity of
 9 the prospective Transferee, (ii) state the amount of consideration for the ACE and the material
 10 terms and conditions upon which the proposed Transfer is to be made, (iii) represent that the
 11 Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any written proposal,
 12 letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide Offer must
 13 have a monetary amount attached to it. The Sector or any Member shall have a period of 7
 14 calendar days following the First Refusal Notice Date in which to elect to purchase or lease the
 15 ACE at the price and subject to the same terms and conditions set forth in the First Refusal
 16 Notice (Or an equal monetary value if other material goods or services are involved in the trade).
 17 The Sector or Member shall exercise the right to purchase or lease such ACE by delivering a
 18 written notice to the Transferring Member within the 7 day Election Period. In the event that the
 19 Sector or Member desires to purchase or lease the ACE, then the parties shall establish any
 20 necessary additional terms and conditions related to the transfer, including a schedule for
 21 payment, within a reasonable amount of time. If the Sector or Member has not elected to
 22 purchase or lease the ACE within the Election Period, then the Transferring Member is free to
 23 Transfer the ACE to the Transferee; provided that such Transfer is on the terms and conditions
 24 specified in the First Refusal Notice. If the proposed Transfer to the Sector or Member is not
 25 consummated within a reasonable amount of time after the close of the Election Period, then
 26 Transferring Member may Transfer the ACE upon complying again with all the provisions of
 27 this Section 2.09. All ACE transfers must also comply with Section 4.09 below, including those
 28 requirements for Board and NMFS approval.

29
 30 **Section 2.10. Release of Confidential Data.** Pursuant to section 402(b)(1)(F) of the Magnuson-
 31 Stevens Fishery Conservation and Management Act, 16 U.S.C §1881a(b)(1)(F), the undersigned
 32 hereby authorizes the release to the Manager, or designated sector employee(s), of the Maine
 33 Coast Community Sector of information that may be or is considered to be confidential or
 34 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of various
 35 species of fish associated with the limited access Northeast multispecies permit with the
 36 Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the National Marine
 37 Fisheries Service that the undersigned has authority to access. This information includes data
 38 required to be submitted or collected by NMFS, on an individual MRI and/or aggregated scale,
 39 including but not limited to days-at-sea allocation and usage, vessel trip reports, dealer reports,
 40 Northeast Federal Observer Program data, catch and landings history data for all species
 41 harvested by the vessel/MRI, Sector at-sea monitoring data, protected species takes/interactions,
 42 enforcement data, vessel baseline data (length, horsepower, etc), VMS information, and all other
 43 information associated with the vessel, MRI #, and/or permit records. In addition, this
 44 information includes data for species not managed under the multispecies FMP.

45
 46 All confidential Sector data may be released to the Sector Manager, or designated sector
 47 employee(s). This statement applies to all confidential data for a two-year time period

1 encompassing FYs 2015 and 2016.

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4

5 **Article III. ADMINISTRATION**

6 Section 3.01. **Sector Manager.** The Board of Directors (the “Board”) of the Sector shall
7 appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to
8 manage the day-to-day business of the Sector and to act as its designated agent for service of
9 process. Lucy Van Hook of Portland, Maine, is the current agent for service of process and will
10 continue in that role.

11

1 Section 3.02. Manager Authority. The Manager shall have the authority (i) to monitor the
2 activities of the Members and the Participating Vessels and to take other similar actions as may
3 be necessary to ensure compliance by the Members and their Permits and Participating Vessels
4 with this Agreement and other Sector requirements as may be adopted under the terms of this
5 Agreement or the Sector's Bylaws, as well as applicable laws, rules and regulations, and (ii)
6 subject to the authority and direction of the Board or a committee delegated thereby pursuant to
7 this Agreement, the Sector's Bylaws or any other agreement relating to the Sector's internal
8 governance, to enforce this Agreement, including specifically, without limitation, the authority to
9 impose "stop fishing" orders and penalties as set forth in the Schedule of Penalties (as hereinafter
10 defined). The Manager shall also act as the liaison between NMFS and the Sector.

11 Section 3.03. Infractions Committee. The Board shall appoint an infractions committee
12 ("Infractions Committee") consisting of a minimum of three Members. Such Infractions
13 Committee shall include at least one Member from each of the primary gear types in the Sector
14 (currently trawl and gillnet), shall include at least one member whose home port is north of
15 Portland and one whose home port is south of Portland, and no Infractions Committee member
16 shall be on the Board. The Infractions Committee shall ensure fair, consistent and appropriate
17 enforcement of this Agreement, the Harvesting Rules, the ACE (as hereinafter defined)
18 requirements set forth on Exhibit B hereto, the Plan, Amendment 16, and other Sector
19 requirements as may be adopted under the terms of this Agreement or the Sector's Bylaws. The
20 Infractions Committee is responsible for reviewing the "Schedule of Penalties" attached as
21 Exhibit A and shall either approve it or, if it determines appropriate, it shall prepare and
22 recommend changes to the Board for its approval. The Schedule of Penalties shall address any
23 unauthorized fishing activities (whether under applicable laws, rules and regulations or
24 otherwise) and violations of this Agreement, the Harvesting Rules, the ACE requirements, the
25 Plan, Amendment 16, and other Sector requirements as may be adopted under the terms of this
26 Agreement or the Sector's Bylaws. Such schedule of penalties may be based on reductions in
27 ACE instead of or as an alternative to dollars amounts. The Board shall review and approve any
28 Schedule of Penalties prepared and recommended by the Infractions Committee prior to the
29 commencement of the fishing year for which such Schedule of Penalties has been prepared. In
30 addition, the Infractions Committee shall have the authority to take any number of enforcement
31 measures against the Members for the non-payment of membership dues and/or poundage fees.
32 Such enforcement measures may include requesting expulsion of the violating Member under
33 Section 8.02 and issuing a stop fishing order against such Member.

34 Section 3.04. Procedures for Investigations. In addition to the Manager's authority described
35 in Section 3.02 hereof, the Manager may, on his own, and shall, at the request of the Board or a
36 Member, request that the Infractions Committee conduct an investigation of possible infractions
37 of the Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements
38 as may be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a
39 meeting of the Infractions Committee and presenting it with the information that is the basis for
40 the Manager's or Member's opinion that an infraction occurred. The Infractions Committee
41 shall operate as a "blind" committee, such that the identity of the Member, Permit and/or
42 Participating Vessel under consideration shall only be known to the Manager. The Committee
43 may assign a number of its members, which constitutes no more than 50% of the Infractions
44 Committee, to investigate the matter further and to recommend action, if any, to the full
45 Infractions Committee. Such committee member assignments shall be rotated. If, upon the

1 conclusion of such investigation, the Infractions Committee determines by an affirmative vote of
 2 a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the
 3 Plan, Amendment 16, or other Sector requirements (as may be adopted under the terms of this
 4 Agreement or the Sector’s Bylaws) has occurred, it may, and is hereby given the authority to
 5 impose penalties consistent with those prescribed in the Schedule of Penalties, (ranging from
 6 letters of warning to fines or reductions in ACE, to stop fishing orders) or to recommend
 7 expulsion of the Member. The Infractions Committee shall exercise all reasonable efforts to
 8 ensure that penalties and settlements are commensurate with the nature and extent of the
 9 violation, are designed to further the purposes of the Sector, Plan, and Amendment 16, and are
 10 uniform with those reached in similar circumstances. All appeals from such Infractions
 11 Committee action shall be taken in accordance with Section 7.05 hereof. Each of the Members
 12 agrees to cooperate fully with the Manager and the Infractions Committee in such investigations
 13 and procedures (including cooperation with any requests for information or data that may be
 14 made by the Manager or the Infractions Committee).

15 **Section 3.05. Sector Weekly and Daily Catch Reports** The sector will submit required reports
 16 using the format and procedure prescribed by NMFS. The Manager will retain and maintain all
 17 sector data, paper and electronic, and shall, on a weekly basis, transmit to NMFS catch reports
 18 providing data required by NMFS that includes, but are not limited to, (i) catch data by
 19 cumulative live weight landings and discards by stock, statistical area, and status of ACE for
 20 each of the stocks allocated to the Sector; (ii) administrative data including week ending date,
 21 number of trips, gear used, submission date of report, and whether the record was new or
 22 updated; (iii) observer data including data collected on an observed trip by a Northeast Fisheries
 23 Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in
 24 the manner prescribed by NMFS; (iv) monitoring data including catch data collected on
 25 monitored trips by independent, third-party catch monitors, with extrapolation across the entire
 26 Sector (cumulative) in the manner prescribed by NMFS; (v) issues regarding data discrepancies,
 27 such as outstanding catch records and any actions being taken to resolve such discrepancies, (vi)
 28 any enforcement or compliance issues, including issues that were resolved or issues under
 29 investigation (unless administrative only), and (vii) a list of vessels landing during the week, a
 30 summary of the at sea monitoring effort that includes the vessels monitored, the date and location
 31 of monitoring, and any discrepancies observed.

32
 33 This information will be organized and contained in the following weekly reports:
 34

- 35 1. Sector Manager ACE Status Report: The ACE Status Report provides the sector
 36 managers ACE status calculations. This will allow NMFS to cross-check totals, as
 37 stipulated in Amendment 16. Information includes the original ACE at the start of
 38 the fishing year, the current ACE, harvested ACE, and the percent harvested to
 39 date.
- 40 2. Sector Manager Detail Report: The Sector Manager Detail Report includes
 41 information down to the sub-trip level about each sector trip for a given week,
 42 regardless of the completeness of the data. The information will include stock,
 43 gear, mesh categories, landing amounts, discards, and total catch.
- 44 3. Sector Manager Trip Issue Report: The Sector Manager Trip Issue Report
 45 provides information about sector trips for a given week that have enforcement,
 46 data quality, or other issues. The sector manager will submit one Issue Report per

1 reporting period. Weekly reports must include any enforcement or reporting
2 compliance issues, including violations of sector operations plans (exclusive of
3 defined administrative provisions), violations of regulations, or general problems
4 with monitoring or sector operations during the reporting period.
5

6 The reporting frequency for the sector manager's ACE Status Report will be increased to daily
7 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
8 representative, must notify NOAA Fisheries immediately by email if the threshold that triggers
9 daily reporting has been reached. During the period when a sector has reached or exceeded 90%
10 of any of its ACEs, a daily ACE Status Report must be submitted only on a day when a member
11 vessel lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
12 threshold. The Manager shall include in such notice whether it intends to distribute the ACE
13 reserve, consistent with sections 4.03 and 4.04.
14

15 The Sector manager (or his/her designated representative) will derive stock specific discards for
16 each trip. If the trip is observed by either an at-sea monitor or a Northeast Fisheries Observer
17 Program (NEFOP) observer, discards will be derived based on data collected during that trip and
18 will account for all hauls (observed and unobserved) on that trip. If the trip is not observed,
19 discards will be derived using the NMFS-provided discard rate resulting from the NMFS method
20 to estimate 'in-season' discard rates, which may not include data from research trips or sector
21 trips using certain exemptions.
22

23 The Sector will submit all data quality issues through the NMFS JIRA issue tracking application
24 for research and correction.
25

26 Section 3.06. Annual Report. The Manager shall prepare and submit to the Council and
27 NMFS an annual year-end report on the fishing activities of its Members, including the harvest
28 levels of all species by Sector vessels (landings and discards by gear type), the number of sector
29 vessels that fished for regulated groundfish, and the permit and MRI numbers associated with
30 those vessels (except when this would violate protection of confidentiality), the number of
31 vessels that fished for other species, the method used to estimate discards, the landing ports used
32 by Sector vessels while landing regulated groundfish, any enforcement actions taken against the
33 Members, and other relevant information required by the Regional Administrator to evaluate the
34 Sector's performance, within 60 days of the end of the fishing year.
35

36 Section 3.07. Sector Board. For FY 2015 and 2016, the MCCS board of directors, officers,
37 and attorney are listed below. If the Manager (Lucy Van Hook) cannot be reached NMFS may
38 contact Ben Martens or Gerry Cushman with any sector-related business. NMFS may receive
39 official communications on the sector's behalf from these same individuals.
40

41 MCCS Board of Directors:

- 42 1. Bryan Bichrest
- 43 2. Gerry Cushman
- 44 3. Joe Nickerson
- 45 4. Geoff Smith
- 46 5. Gary Libby

- 1 6. Kelo Pinkham
- 2 7. Brian Pearce
- 3
- 4
- 5 MCCS Attorney
- 6 Roger Fleming, Attorney
- 7

8 Section 3.08. Sector Points of Contact.

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2015 and 2016							
Name	Title	Responsibility	Email	Phone	Street Address	City/State	Zip
Lucy Van Hook	Manager	Day-to-day sector operations, Weekly reports	Lucy@mainecoastfishermen.org	207.370.9456	PO Box 112	Topsham, ME	04086
Ben Martens	Sector Liason	Alternative Contact Policy issues, outreach	ben@mainecoastfishermen.org	207.619.1755	PO Box 112	Topsham, ME	04086
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)		207.975.5258	PO Box 112	Topsham, ME	04086

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Article IV. ALLOCATION AND HARVEST

12 Section 4.01. Sector Allocation. The Sector will be allocated an Annual Catch Entitlement
 13 (“ACE”) of all allocated groundfish stocks consistent with Amendment 16 and as set forth in
 14 Exhibit B hereto. Sector ACE for each groundfish stock will be based on the landings history of
 15 each permit during the time period FY1996-FY2006, except for GB Cod, which is allocated to
 16 certain permit/MRIs based on FY1996-FY2001 (see Amendment 16).

17
 18 Section 4.02. Annual Distribution, Consolidation, and Harvest. Each Member hereby
 19 acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment
 20 16 and NMFS to the Sector (“Sector ACE”) shall be harvested in accordance with the Harvesting
 21 Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set forth in
 22 Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing Year, the
 23 Board shall make an initial distribution of the Sector’s ACE to members based on the Members’
 24 fishing history (“Individual ACE”). After the initial allocation of ACE is made, and at any time
 25 during the fishing year, Members are free to transfer, lease, or sell any Individual ACE to any
 26 other Member consistent with Section 4.09. Members with or without ownership interests in

1 multiple Permits may consolidate ACE to harvest from a single or fewer vessels, provided that
2 the Manager is notified and consents to such transfer. See Section 5.10 for further discussion
3 regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion regarding
4 consolidation of ACE.

5
6 Each Member agrees to, and agrees to cause its Participating Vessels to, exercise all
7 commercially reasonable efforts to (i) assist in harvesting an amount of Groundfish equal to, but
8 not greater than, the Sector ACE, as further set forth on Exhibit C, and (ii) to comply with all of
9 the other Sector requirements set forth in Exhibit B and Exhibit C hereto. If at any time during
10 the fishing year the Board determines that the Sector ACE may not be fully harvested, the Board
11 shall, subject to the provisions of this Section 4.02, seek to redistribute the Sector ACE, through
12 Individual ACE, monthly Sector ACE targets or otherwise, to ensure that the Sector ACE is fully
13 harvested. In addition, to the extent that the Sector ACE is adjusted upward or downward after
14 the commencement of any fishing year, whether by the authority of NMFS, by framework
15 adjustment or by other regulatory action, the Board shall have the authority to redistribute the
16 adjusted Sector ACE through adjustments to Individual ACE, monthly quotas, or otherwise, to
17 ensure that the adjusted Sector ACE is properly harvested by the Members.

18
19 Section 4.03. Sector ACE Reserve. Each Member agrees that the Board may, in its sole
20 discretion, establish a reserve of each Groundfish species in order to ensure that the Sector
21 remains in compliance with its Sector ACE limit; provided, however, that such reserve shall not
22 exceed 10 percent (10%) of the Sector ACE. The amount of the reserve shall be deducted from
23 the Sector ACE before such Sector ACE is distributed among the Members, their Permits and
24 their Participating Vessels through Individual ACE, monthly quota targets, or otherwise.

25
26 Section 4.04. Distribution of Sector ACE Reserve. If the Board, subsequent to the
27 establishment of a reserve pursuant to Section 4.03 hereof, determines that the Sector ACE, as
28 adjusted pursuant to Section 4.03, will be harvested by the Participating Vessels, the Board shall
29 release and authorize the harvesting of the reserve by the Members. Such release and
30 authorization shall be conducted in a manner consistent with all other requirements herein and
31 any additional Board requirements approved as part of the authorization in order to ensure the
32 Sector ACE is not exceeded.

33
34 Section 4.05. Research Reserve. Each Member agrees that the Board may establish a reserve
35 of ACE for each Groundfish species for purposes related to research. The terms and conditions
36 for the distribution of ACE placed into the reserve shall be established through an agreement
37 between the Board and the Member(s) electing to place ACE in the reserve. The amount of the
38 reserve shall not exceed the ACE of such Member(s), their Permits, and their participating
39 Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed
40 through Individual ACE or otherwise.

1 **Section 4.06. Distribution of Research Reserve.** The Board, subsequent to the establishment
2 of a Research Reserve pursuant to Section 4.05 hereof, shall release and authorize the harvesting
3 of the Research Reserve by the Members as specified in the agreement(s) establishing such
4 reserve. Such release and authorization shall be conducted in a manner, consistent with this plan,
5 that continues to ensure the Sector ACE is not exceeded.
6

7 **Section 4.07. Monitoring Costs Reserve.** Each Member agrees that the Board may establish a
8 reserve of ACE for each groundfish species for purposes related to monitoring costs. The terms
9 and conditions for the distribution of ACE placed into the reserve shall be established through an
10 agreement between the Board and the Member(s) electing to place ACE in the reserve. The
11 amount of the reserve shall not exceed the ACE of such Member(s), their Permits, and their
12 participating Vessels, and shall be deducted from the Sector ACE before such Sector ACE is
13 distributed through Individual ACE or otherwise.
14

15 **Section 4.08. Fishing History in Sector.** The Members agree that any fishing history, which is
16 accumulated or established using the Individual ACE attributed to a Member's Permit while it is
17 participating in the Sector (the "Sector History"), shall be attributed to such Member's Permit,
18 and not to any other permits. The Members further agree that any future allocations of
19 Groundfish made within the Sector shall be based on the fishing history of the Members' Permits
20 that is accumulated during the relevant Qualifying Period.
21

22 **Section 4.09. Non-Prejudicial.** It is the intent of the Members that the allocation of ACE to any
23 Member's Permit related to the Qualifying Period, derived from reports to NMFS prior to joining
24 the Sector, shall not be diminished or penalized as a result of participation in the Sector in lieu of
25 participation in the multispecies DAS program.
26

27 **Section 4.10. ACE Transfer/Carryover.** The Sector may carry up to 10 percent of its unused
28 ACE forward into the next fishing year unless a different threshold is established by NMFS.
29 Participating Vessels and/or Permits may transfer Individual ACE to other Participating Vessels
30 and/or Permits, or otherwise pool or redistribute Individual ACE, provided that the Manager is
31 notified and consents to such transfer.
32

33 There is no limit on the amount of ACE that can be transferred between Sectors. This exchange
34 can occur at any time during the fishing year and up to 2 weeks into the following fishing year.
35 Members must notify the Manager prior to requesting a transfer of ACE to another Sector and
36 such request must be approved by the Board prior to the Sector transmitting the ACE transfer
37 request to NMFS. The transfer does not become effective until approved by NMFS and both
38 Sectors are notified.
39

40 Since ACE transfers may take place after fishing has commenced and it will not be clear whether
41 sectors are able to balance overages by acquiring ACE until all transfers have been processed,
42 the Sector recognizes that NMFS will hold 20 percent of the Sector ACE for each stock in
43 reserve until 61 days after the beginning of the fishing year in order to ensure that sectors will
44 have sufficient ACE to balance overages from the previous year.
45

46 **Section 4.11. ACE Overages.** Any Sector ACE overage that is not accounted for through a

1 subsequent ACE transfer will be considered a violation of the Plan and regulations. NMFS may
2 hold Members and the Sector jointly and severally liable for such overage as indicated in Article
3 VII below. If the Sector or a Member exceeds its or their allocation, the overage will be deducted
4 the following year on a pound for pound basis, after accounting for any transfers. A permanent
5 reduction in Sector ACE will follow any vessels that leave the Sector.
6

7 The Harvest Rules, Exhibit C, show how the Sector plans to avoid exceeding its ACE, along
8 with actions to be taken should the ACE be exceeded. Overage penalties are identified in the
9 schedule of penalties (Exhibit A). NMFS will withhold 20 percent of the Sector ACE at the
10 beginning of the fishing year for a period of 61 days to allow time to process any end-of-year
11 transfers of ACE and to determine whether any reductions in ACE are necessary due to overage
12 in the previous year.
13

14 If an overage occurs and a vessel(s) leaves the Sector but the remaining vessels have enough
15 ACE to cover the overage deduction, the impacts on departing Members will be determined by
16 the Infractions Committee and Board.
17

18 If an overage occurs and the Sector disbands completely each permit will receive a percentage
19 reduction in DAS equal to the maximum percentage overage of the Sector (e.g. The Sector goes
20 over by 5% on stock A and 10% on stock B, therefore each permit receives a 10% DAS
21 reduction).
22

23 If a vessel causes a Sector ACE overage, leaves the Sector, and there is insufficient ACE in year
24 3 to cover the year 2 overage, consistent with Amendment 16 there will be a pound-for-pound
25 penalty applied to that permit in the new Sector or a percentage DAS reduction if the Member
26 joins the Common Pool.
27

28 **Section 4.12 Non-target Fisheries.** The MCCA will undertake measures to avoid or minimize
29 catching groundfish in non-groundfish fisheries participated in by sector vessels by adhering to
30 all monitoring and reporting requirements, using gear that minimizes groundfish bycatch such as
31 nordmore grates and topless trawls in the shrimp fishery, and adjusting its fishing patterns (time
32 and area restrictions) or its gear at the request of the Sector Manager if groundfish catch
33 approaches either an individual's or the Sector's ACE. If at any point an individual or the Sector
34 does not have ACE available and groundfish catch cannot be avoided in a non-groundfish fishery
35 for which there is not a separate sub-ACL of groundfish, then its vessels shall not participate in
36 such fisheries.
37

38 **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS, AND**
39 **EXEMPTIONS**

40 **Section 5.01. Letters of Authorization and Proof of Sector Membership.** Upon approval,
41 each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions
42 granted. Vessels must comply with all applicable regulations stipulated in the LOA and all
43 applicable Federal regulations and laws not specifically exempted in the LOA. Each Member
44 agrees that its Participating Vessel(s) shall maintain on-board at all times while fishing for
45 groundfish a LOA from NMFS verifying such Participating Vessels' participation in the Sector,
46 contact information for the Sector Manager, and a copy of the Operations Plan and Agreement in

1 effect for the current fishing year.

2
3 **Section 5.02. Gear Restrictions.** While the primary gears used by Participating Vessels will be otter
4 trawls and sink gillnets, there is some history of use of other gear including demersal long lines and
5 handlines. The MCCA is authorized to use any gear allowed by regulations including automated
6 hook, jigs, handlines, Scottish seines, beam trawls, or pots.

7 **Section 5.03. Area Restrictions.** Each Member and Participating Vessel agrees that it shall not
8 fish commercially with gear that is capable of harvesting Groundfish outside the Gulf of Maine
9 Regulated Mesh Area (RMA), the Inshore Georges Bank RMA or the Offshore Georges Bank
10 RMA, as identified in the Harvesting Rules set forth in Exhibit C hereto.

11 **Section 5.04. Area Declarations.** For the purpose of providing the Sector and its Manager with
12 a greater understanding of the fishing patterns conducted by their members, the following
13 reporting requirements have been crafted and adopted by the Sector in collaboration with **all**
14 Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative
15 tool to track fishing activity west of the 70:15. The implementation of the following
16 requirements is conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2014
17 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors
18 the specifications below will not be implemented by this Sector.

19
20 For the purpose of this rule, the portion of BSA 1 West of 70:15 to the shoreline North to the
21 Maine Coast and South to Cape Cod would be defined as **Inshore GOM**.

22
23 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
24 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.

25
26 **When an Observer/Monitor is NOT onboard.**

27 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
28 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
29 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
30 for the entire trip.

31
32 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
33 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
34 GOM.

35
36 If the Member declares more than one BSA on the trip, the Member is prohibited from
37 conducting fishing activity West of the 70:15 in the area described above as the Inshore GOM
38 and the Member must indicate acknowledgement of this restriction by transmitting a Trip Start
39 Hail, through their VMS unit or third party software, and check the “b. Inshore Gulf of Maine”
40 from the list of Sector Ops Plan Provisions in the Trip Start Hail.

1 **Section 5.05. Operators.** Each Member agrees to ensure that any operators of its Participating
2 Vessels fully comply with the obligations and restrictions set forth in this Agreement. Each
3 Member further agrees to accept responsibility hereunder for the actions of any such operators
4 that result in a violation of this Agreement.

5 **Section 5.06. Designated Landing and Departure Ports.** To enable the Members and the
6 Manager to monitor, observe and verify catches, each Member agrees that each of its
7 Participating Vessels will only offload fish in, and depart to fish from, the designated ports as
8 follows (“Remote” locations are noted.):
9

- 10 1. Portland Harbor, Portland, ME
- 11 2. Port Clyde Harbor, Port Clyde ME (Remote)
- 12 3. Cape Porpoise Harbor, Kennebunkport, ME (Remote)
- 13 4. Kennebunkport Harbor, Kennebunkport, ME (Remote)
- 14 5. Sebasco Harbor, Phippsburg, ME (Remote)
- 15 6. Boothbay Harbor, Boothbay Harbor ME (Remote)
- 16 7. Cundys Harbor, Harpswell, ME (Remote)
- 17 8. Camp Ellis, Saco, ME (Remote)
- 18 9. South Briston,ME (Remote)
- 19 10. Five Islands, ME (Remote)
- 20 11. Bass Harbor, ME (Remote)
- 21 12. Gloucester Harbor, Gloucester, MA (Remote)
- 22 13. Saco, ME (Remote)
- 23 14. Portsmouth, NH (Remote)

24
25 **Section 5.07. Landing Port Exceptions.** Landings in ports other than those listed in Section
26 5.06 are permitted on a temporary, case-by-case basis, subject to prior approval of the Manager;
27 provided, that the Manager determines that the excepted landing will not impair effective
28 enforcement and monitoring of the Sector and this Agreement. Such exceptions may be granted
29 at the discretion of the Manager with NMFS OLE approval of the issue prompting the exemption
30 request. Exemptions may be granted due to weather, safety concerns, equipment malfunction, or
31 family emergency. For the purposes of this paragraph, landing port exceptions that are of a
32 significant or prolonged nature, would include, but not be limited to, more than two exceptions
33 per month for a vessel, or if the timeframe for any such exception is greater than two days.
34

35 **Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of Section
36 6.01, vessels shall notify the Sector Manager through the vessel’s Vessel Monitoring System
37 (VMS) or other means prior to landing, Consistent with Exhibit G, each Participating Vessel
38 operator must send a trip start hail and a trip end hail six hours before arrival, or immediately
39 upon leaving the fishing grounds if fishing ends less than six before landing. An alternative
40 timing for the trip end hail may be implemented during the 2015-2016 fishing year if agreed
41 upon by the sector, sector monitoring provider, and NMFS. Vessels shall provide location and
42 approximate time of landing, and estimation of pounds to be landed. The trip end hail will be
43 sent upon completion of the last tow with required information.
44

45 **Section 5.09 Exemptions.** The MCCA is exempt from certain regulations otherwise applicable
46 to participants in the Groundfish FMP. Upon approval, each sector vessel will be issued a Letter

1 of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all
 2 applicable Federal regulations and laws not specifically exempted in the LOA.

3
 4 *Universal Exemptions*

5 Such exemptions include all of the “universal exemptions” approved as part of the Groundfish
 6 FMP and Amendment 16. These universal exemptions applicable to the MCCA include the
 7 following:

- 8
 9
- Trip limits on allocated stocks (described more fully in Exhibit C)
 - Groundfish days-at-sea (DAS) restrictions (note that DAS regulations will still exist for
 10 certain non-groundfish fisheries including monkfish)
 - GOM Cod Protection Closures:
 - Vessels are exempt from GOM Cod Protection Closures IV (October) and V
 13 (March), but must comply with GOM Cod Protection Closures I (May), II (June),
 14 and III (November, December, and January).
 - Georges Bank Seasonal Closed Area
 - The 6.5-inch minimum mesh size restriction for trawl gear when using a haddock
 17 separator trawl within the Georges Bank Regulated Mesh Area, provided the vessel uses
 18 a codend with at least 6-inch minimum mesh size.
- 19
 20

21 *Exemptions Previously Approved for FY 2014*

22 The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010)) approved
 23 several additional exemptions for certain sectors. As directed by NMFS, although these
 24 exemptions were approved for FY 2010, 2011, 2012, 2013, and 2014 sectors wanting these
 25 exemptions for FYs 2015-2016 must again include these exemption requests in their FYs 2015-
 26 2106 operations plans, but do not need to provide a supporting justification for these exemptions
 27 as NMFS will use the same information from 2010-2014. The FY 2010-2014 exemptions
 28 requested by the MCCA for FYs 2015-2016 are as follows:

- 29
- 120-day block requirement out of the fishery for day gillnet vessels
 - This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1, 1997)
 30 to help ensure that management measures for Day gillnet vessels were comparable to
 31 effort controls placed on other fishing gear types (the proposed rule for this action
 32 erroneously stated that this action had been implemented in 1996 under Amendment
 33 7). Regulations at § 648.82(j)(1)(ii) require that each NE multispecies gillnet vessel
 34 declared into the Day gillnet category declare and take 120 days out of the non-
 35 exempt gillnet fishery. Each period of time taken must be a minimum of 7
 36 consecutive days, and at least 21 of the 120 days must be taken between June 1 and
 37 September 30. This measure was designed to control fishing effort and, therefore, is
 38 no longer necessary for sectors because sectors are restricted to an ACE for each
 39 groundfish stock, which limits overall fishing mortality. Because sector vessels are
 40 prohibited from discarding all legal-sized allocated fish when on a sector trip, and are
 41 restricted by their ACE, vessels will likely fish more selectively, which in turn, can
 42 increase each vessel’s catch per unit of effort (CPUE) and reduce the number of days
 43

1 that fixed gear is in the water. Similarly, protected species (such as harbor porpoise
2 and humpback whales) may benefit from less fishing effort and fewer gear days.

- 3 • 20-day spawning block
 - 4 ○ Regulations at § 648.82(g) require vessels to declare out and be out of the NE
5 multispecies DAS program for a 20-day period each calendar year between March 1
6 and May 31, when spawning of cod is most prevalent in the GOM. While this
7 measure was designed to reduce fishing effort on spawning fish stocks, sector vessels
8 will utilize an ACE to restrict their fishing mortality. Undersized fish caught by
9 sector vessels cannot be kept and, additionally, the catch will count against the
10 sector’s ACE. This creates a strong incentive for sectors to avoid catching undersized
11 fish. In addition, there are minimal temporal and spatial restrictions associated with
12 this regulation, and allowing vessel owners to select any 20-day period out of the
13 fishery does not necessarily prevent them from harvesting spawning fish.
- 14 • Prohibition on a vessel hauling another vessel’s gillnet gear
 - 15 ○ This exemption allows one vessel to hauling another vessel’s gillnet gear (§§
16 648.14(k)(6)(ii)(A) and 648.84). These sectors argued that the regulations pertaining
17 to gear-marking controls, setting, and hauling responsibilities are no longer
18 necessary, because the sector would be confined to an ACE for each stock, and that
19 “community” fixed gear would allow vessel owners greater flexibility. In addition,
20 the sectors argued that shared fixed-gear fishing effort could potentially reduce the
21 amount of gillnet gear in the water and minimize the use of gear to “hold” additional
22 bottom ground. Sectors specify in their Operations Plans that all vessels participating
23 in community fixed gear will be held jointly liable for any violations associated with
24 that gear. An LOA issued to the sector vessels that qualify for this exemption will
25 specify the tagging provisions to ensure it is an enforceable provision.

26
27 *MCCS members did not utilize this exemption last fishing year and has only been used once since the*
28 *sector has requested the exemption. When it was used it was because one of our members had a boat*
29 *break down and did not wish to leave his gear out on the water for an extended period of time.*
30 *MCCS does not expect to see this exemption utilized except in rare instances similar to our one*
31 *previous use of this exemption.*

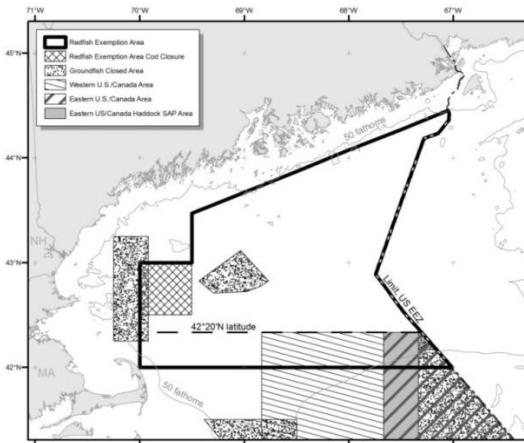
- 32 • Length and horsepower restrictions of the DAS Leasing Program
 - 33 ○ While Amendment 16 exempts sector vessels from the requirement to use NE
34 multispecies DAS to harvest groundfish, some sector vessels will still need to use NE
35 multispecies DAS under specific circumstances; for example, when fishing for
36 monkfish. This is an exemption from the FAD Leasing Program length and
37 horsepower restrictions. Sector ACCEs eliminate the need to use vessel
38 characteristics to control fishing effort and that removal of this restriction would
39 allow sector vessels more flexibility. Leasing under this exemption is without regard
40 to baseline characteristics and only occurs between vessels of the same sector or
41 vessels of any other sector that is also granted this exemption.
- 42 • Limit on the number of hooks that can be fished

- 1 ○ This is an exemption from the number of hooks that a vessel may fish on a given
2 fishing trip. This measure, which was initially implemented through an interim action
3 (67 FR 50292, August 1, 2002) and made permanent through Amendment 13, was
4 designed to control fishing effort and, therefore, is no longer necessary because the
5 sector is confined to an ACE for each stock, which restricts fishing mortality. Current
6 regulations (§648.80) prohibit vessels from fishing or possessing more than 2,000
7 rigged hooks in the GOM RMA, more than 3,600 rigged hooks in the GB RMA,
8 more than 2,000 rigged hooks in the SNE RMA, or more than 4,500 rigged hooks in
9 the MA RMA. The potential for gear interactions between protected resources and
10 longline/hook gear is much lower than the interaction potential from bottom trawl or
11 gillnet gear. In addition, the use of longline/ hook gear minimizes fishing impacts on
12 benthic habitat.
- 13 • Limits on the number of sink gillnets for Day gillnet vessels in GB, SNE, and MA RMAs
 - 14 ○ Day gillnet vessels using this exemption in these areas may fish up to 150
15 roundfish or flatfish nets, but may not exceed 150 nets total. Vessels must tag
16 both roundfish gillnets and flatfish gillnets with one tag per net.
 - 17
 - 18 ○ This exemption does not apply in the GOM RMA. Day gillnet vessels in the
19 GOM RMA are restricted to 100 gillnets (of which no more than 50 can be
20 roundfish gillnets). Roundfish gillnets must be tagged with two tags per net,
21 while flatfish gillnets can be marked with one tag per net.
- 22 • Limits on the number of gillnets may be hauled on GB when fishing under a Groundfish
23 DAS and Monkfish DAS
 - 24 ○ This is an exemption from the number of gillnets (50) that may be hauled while
25 fishing on a groundfish and monkfish DAS on GB.
- 26 • Prohibition on discarding legal-size unmarketable fish

27
28
29
30 *Exemptions Approved for FY 2015*

- 31
- 32
- 33 • Exemption from the 6.5-inch mesh size for directed redfish trips:
34 This exemption allows a sector vessel to fish for Acadian redfish in the designated
35 Redfish Exemption Area, described below, using nets with codend mesh no smaller than
36 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions
37 applicable to trawl nets still apply. In order to use this exemption, a vessel must strictly
38 adhere to the following conditions and restrictions:
39
40 1. The vessel must declare its trip in PTNS under standard requirements, there is no
41 additional at-sea monitoring coverage required above the target coverage level for the
42 sectors (i.e., ~24% in fishing year 2015).
43

- 1 2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption on the trip through the VMS trip start hail by checking the box “Redfish Trip” under
 2 sector exemptions.
 3
 4
 5 3. The vessel must submit a Multispecies Catch Report through its VMS system, each
 6 day for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the
 7 vessel has declared the exemption, but does not target redfish. The vessel must submit
 8 Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing
 9 trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date
 10 the fish were caught. The report must provide a good faith estimate of the amount each
 11 regulated species caught on each day of the trip.
 12
 13 4. In accordance with the restriction stated herein, the vessel may use a codend with 5.5-
 14 inch mesh and greater within the Redfish Exemption Area. The northern boundary
 15 ensures that the exemption is used in deeper water (i.e., greater than 50 fathoms).
 16 Vessels cannot use the exemption in the “cod closure” (block 131) during February and
 17 March.
 18



19 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
 20 Boundary, and bounded on the north, west, and south by the following coordinates,
 21 connected by straight lines in the order listed:
 22
 23

Point	N. Lat.	W. Long.
A	44°27.25'	67°02.75'
B	44°16.25'	67°30.00'
C	44°04.50'	68°00.00'
D	43°52.25'	68°30.00'
E	43°40.25'	69°00.00'
F	43°28.25'	69°30.00'
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
I	42°00.00'	70°00.00'
J	42°00.00'	67°00.63' ¹

24 ¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in
 25 parentheses.
 26

1 Due to concerns about GOM cod, block 131 is closed for February and March. The area
 2 is bounded on the east, north, west, and south by the following coordinates, connected by
 3 straight lines in the order listed:
 4

Point	N. Lat.	W. Long.
G	43°00.00'	69°30.00'
H	43°00.00'	70°00.00'
K	42°30.00'	70°00.00'
L	42°30.00'	69°30.00'
G	43°00.00'	69°30.00'

5
 6 5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish
 7 Exemption Trip must be stowed below deck and can only be retrieved after completing
 8 the requirements identified in paragraph 8 below.
 9

10 **Part 1 of Redfish Exemption Trip**

11
 12 6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish
 13 Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with
 14 otherwise applicable regulations and sector exemptions. However, fishing outside of the
 15 Redfish Exemption Area first is optional. A vessel may choose to immediately transit to
 16 the Redfish Exemption Area and begin fishing.
 17

18 7. Any catch thresholds do not apply for Part 1 of the trip.
 19

20 **Part 2 of Redfish Exemption Trip: Switching Codends**

21
 22 8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area.
 23 Once the vessel is in the Redfish Exemption Area, it must declare that it is switching to a
 24 5.5-inch mesh codend (or larger) by sending a VMS message via email
 25 to: nmfs.ole.ne@noaa.gov. The VMS email message must include the following
 26 information:
 27

28 A. In the subject line, type “Redfish Exemption Trip”

29 B. In the body of the email report your vessel name and permit number
 30

31
 32 The vessel must also send a Multispecies Catch Report via VMS immediately before
 33 switching codends. This report is in addition to the daily Multispecies Catch Reports that
 34 are required when utilizing this exemption. The Multispecies Catch Report a vessel must
 35 send before switching codends must provide a good faith estimate of all fish caught by
 36 the vessel that day between 12:01 AM and the time of the report. After the vessel is in the
 37 Redfish Exemption Area and submits the required email and catch report, it may retrieve
 38 the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-
 39 inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.
 40

41 9. Once a vessel sends the VMS email message to OLE, it is prohibited from fishing
 42 outside the Redfish Exemption Area.
 43

1 10. The vessel must submit a final Multispecies Catch Report, in addition to other
2 required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing
3 and begins its return to port.
4

5 **Summary Of All Redfish Exemption Trip Reporting Requirements**
6

- 7 1. Submit a trip start hail declaring a redfish trip
8 2. Submit VTRs when switching chart area, gear, and/or mesh size.
9 3. Submit daily catch reports of all kept fish by 9 AM the following day.
10 4. Send an email to OLE prior to retrieving the 5.5 inch codend from below deck after
11 entering the Redfish Exemption Area and a catch report of all kept fish since 12:01 AM
12 of that day.
13 5. Submit a final catch report and Trip End Hail at the end of the trip.
14

15 **Monitoring Catch Thresholds**
16

17 For all trips declaring the redfish exemption and targeting redfish under Part 2 of the trip,
18 at least 50% of the total groundfish kept must be redfish. For observed trips
19 (NEFOP/ASM) declaring the redfish exemption and targeting redfish under Part 2 of the
20 trip, total groundfish discards (including redfish) may not exceed 5% of all kept fish. If
21 after at least one month, it is determined that the sector is not meeting one of these two
22 thresholds, NMFS will notify the sector and be given 30 days to modify fishing behavior
23 in order to meet both thresholds. NMFS retains the authority to rescind the exemption if
24 either threshold is not being met.
25

- 26
27 • Sampling Exemption
28 ○ Conducting scientific research on regulated fishing trips may require special permits,
29 depending on the activities proposed. A temporary research permit authorizes a
30 federally permitted fishing vessel that is accompanied by a research technician,
31 typically staff for the principal investigator, to temporarily retain fish that are not
32 compliant with applicable fishing regulations to collect catch data such as length and
33 weight. Under a temporary possession permit, a vessel may be exempt from specific
34 regulations, including minimum fish sizes, closures, and possession limits. Sampled
35 fish are returned to the sea as soon as practicable after sampling. Some sectors
36 proposed independent sampling programs, where data would be collected from fish
37 that otherwise must be immediately discarded. We approved an exemption for
38 temporary possession permits for research purposes for sectors with approved
39 research activities to streamline the application and documentation process.

40 *This exemption was utilized by six boats within MCCA in FY2014 for a project exploring new*
41 *technology for electronic at-sea observer coverage. It is likely that approximately 200 trips will use*
42 *this exemption this fishing year. The Maine Coast Community Sector is working on a project in*
43 *collaboration with two other groundfish sectors, two NGO partners and GARFO staff towards an*
44 *operational electronic monitoring program for FY 2016. If approved, MCCA proposes to use*
45 *electronic video monitoring (EM) as the primary component of its fishing year 2016 monitoring*
46 *program as a replacement for the At-Sea Monitoring Program (ASM). This EM program would serve*
47 *to supplement the existing Northeast Fisheries Observer Program (NEFOP) and would meet*

1 *regulatory compliance requirements. If members of the public are interested in learning more about*
2 *our efforts to implement EM in our sector, please be in touch with the Sector Manager.*

3
4 **Section 5.10. Potential Redirection of Effort.** In the 2014 fishing year there has not been
5 significant redirection of effort into other fisheries compared to 2013. This is due in part to
6 continued low allocations and corresponding high lease prices, but mostly it is due to the
7 difficulty many Maine fishermen are having finding fish to catch.

8
9 During FY 2013, Maine Coast sector vessels switched fishing efforts into the following fisheries:

- 10
11 Scallops, using a dredge
12 Whiting, using small mesh
13 Elvers, using dipnets
14 Lobsters, using traps
15 Swordfish, using hook and line

16
17 During the first quarter FY 2014, Maine Coast sector vessels switched fishing efforts into the
18 following fisheries:

- 19
20 Lobster, using traps
21 Scallops, using a dredge
22 Whiting, using small mesh
23 Herring, using small mesh

24
25 During FY 2015 and 2016, Maine Coast sector anticipates a similar redistribution of effort into
26 the fisheries above, a greater shift into the whiting fishery and many are looking for other
27 avenues to survive considering the allocation cuts they will be facing next year. At this point in
28 time it is difficult to determine what the redistribution of effort will look like next year especially
29 with the latest Gulf of Maine cod assessment. There is also interest in aquaculture for many
30 within the sector but it is still too early to know what options lie ahead for Mainers within that
31 industry.

32
33 The MCCA has conducted considerable mapping of historic effort by Members and the Sector
34 Manager will monitor trends and report to NMFS in writing should a significant and adverse
35 shift in effort occur. The Sector Manager may establish additional area or gear restrictions
36 designed to mitigate the adverse impacts of such shift, including bycatch issues (marine mammal
37 or otherwise) should they occur do to spatial shifts in effort or increases in soak times. In
38 addition to the other monitoring requirements contained in this Operations Plan, the Manager
39 will also monitor any redirection of effort and will include that information in the Manager's
40 reports to NMFS. Members that violate related provisions will be subject to penalties in
41 accordance with Exhibit A of the Operations Plan. Further, any increase in "equity" issues
42 would be addressed by the Board, which will be comprised of both gillnet and trawl fishermen.

43
44 Further, the Members acknowledge that limited redirection of fishing effort onto stocks not
45 managed under the Plan could occur as a result of insufficient ACE for a directed fishery on
46 regulated groundfish species. If any redirection occurs they will not redirect effort onto stocks
47 which are overfished or for which overfishing is occurring. Any redirection of effort into other

1 fisheries where non-specified gear is used will be closely monitored throughout the year and
2 reported in the Annual Report. Through the reporting requirements contained in this Agreement,
3 the Manager will monitor any redirection of effort and include that information in the Manager's
4 reports to NMFS. Members that violate this provision will be subject to penalties in accordance
5 with Exhibit A.
6
7

8 **Article VI. CATCH MONITORING AND VERIFICATION**

9 **Section 6.01. Sector Hails/Reporting.** Consistent with Exhibit G, each Participating Vessel
10 operator must send a trip start hail when required by NMFS and a trip end hail six hours before
11 arrival, or immediately upon leaving the fishing grounds if fishing ends less than six before
12 landing. An alternative timing for the trip end hail may be implemented during the 2015 and
13 2016 fishing years if agreed upon by the sector, sector monitoring provider, and NMFS.
14

15 A vessel must submit a trip-start hail report prior to departing port at the beginning of each trip
16 notifying the sector manager. The trip start hail will be sent as an email through VMS to the
17 sector manager and/or NMFS. The message will contain:

- 18 • Operator's Permit Number
- 19 • VTR serial number
- 20 • Whether an observer/at-sea monitor was deployed on board
- 21 • Usage of specific sector exemptions
- 22 • Usage of specific operations plan provisions
- 23 • Landing port city
- 24 • Landing state (abbreviation)An estimate of the date and time of arrival to port;
- 25 • An estimate of the date and time offload (conditionally required)
- 26 • Comments
- 27 • and any other information as instructed by the Regional Administrator or sector manager.

28
29 The trip end hail will also be sent as an email through VMS to the sector manager. The message
30 will contain:

- 31 • Operator's Permit Number
- 32 • Vessel Trip Report (VTR) serial number
- 33 • First landing port city
- 34 • First landing state (abbreviation)
- 35 • Dealer/Offload Location
- 36 • Estimated time and date of arrival
- 37 • Estimated time and date of offload
- 38 • Second offload port city
- 39 • Second offload state (abbreviation)(if used)
- 40 • Total groundfish kept in pounds
- 41 • Total non-groundfish kept in pounds
- 42 • Comments (required as directed by the sector manager or Regional Administrator)

43
44 In accordance with and defined by Amendment 16, all Sector vessels will also be required to

1 make a declaration to NMFS via VMS prior to departing port identifying whether they intend to
2 fish in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas
3 will be required to provide additional daily reports to NMFS as required by Amendment 16.
4

5 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of arrival
6 to port must be provided in the trip start hail. The trip end hail will be sent upon completion of the
7 last tow with required updated information. An alternative timing for the trip end hail may be
8 implemented during FYs 2015-2016 if agreed upon by the sector, the monitoring provider, and
9 NMFS.

10
11 The sector will submit required reports using the format and procedure prescribed by NMFS.
12

13 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the Sector to
14 monitor the Members' compliance with this Agreement, each Member agrees to report each of
15 its Participating Vessels' entire catch by species on a landing-by-landing basis, by providing the
16 Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report (EVTR),
17 or other reporting document authorized by NMFS within 24 hours of offloading retained catch or
18 prior to departing on a subsequent trip, whichever occurs first, in the form and manner prescribed
19 by the Manager. Vessels will either submit an electronic VTR or a paper VTR As provided in
20 Section 3.05, the sector manager will retain and maintain all sector data, including records of all
21 paper and electronic VTRs. All trips, even those that have no landings, that take place while
22 declared in the multispecies fishery *must* be accompanied by a paper or electronic VTR.
23

24 The Members agree that these records shall be maintained by the Manager. The Manager shall
25 provide such Member with the Sector's catch information that is generated from such records as
26 described in Exhibit C, or upon the request of any Member. As described in Section 3.05 the
27 Manager shall, on a weekly basis, transmit to NMFS the Sector ACE Reports generated from
28 such information along with Vessel Trip Reports or other documents required by NMFS.
29

30 **Section 6.03. Dealer Reporting.** Each Member agrees to (i) sell the landings of its Participating
31 Vessels only to a dealer licensed under the Plan by NMFS and (ii) cause any such dealer to
32 provide the Manager with a copy of the official dealer weigh out slip or other official reporting
33 document required by NMFS on a weekly basis, or if pursuant to Section 3.05 daily reporting is
34 required by NMFS, within 24 hours. Each Member further acknowledges and agrees that (a) it is
35 responsible for ensuring timely dealer reporting in accordance with the provisions of this Section
36 6.03 and (b) failure of the dealer to timely deliver the reports for a Member's Participating
37 Vessel in accordance with this Section 6.03 shall be deemed a breach of this Agreement by such
38 Member. It is the responsibility of the Member to ensure that a dealer is licensed and Member
39 shall provide evidence of such licensure to Manager upon request.
40

41 **Section 6.04. Catch Verification.** The Manager shall, and each Member shall ensure that the
42 Manager does compare, verify and validate each Participating Vessel's landings records with the
43 dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager
44 identifies a discrepancy, he shall immediately notify the affected Member and seek to resolve the
45 discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify
46 the Committee of the discrepancy for its consideration and resolution. Each Member further
47 agrees to cooperate fully with any requests for information or data that are made by the Manager

1 or the Committee in an effort to resolve such discrepancy.

2

3 **Section 6.05 Offloading Catch.** The designated ports for offloading fish are identified in section
4 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some fish offloaded in
5 Port Clyde is trucked to Portland, as is fish offloaded in the “remote ports” of Cape Porpoise,
6 Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor and Kennebunkport. Remote
7 ports (ports where there is no licensed dealer, regardless of whether there is a scale for weighing
8 fish), may require two monitored events; the vessel offload and the dealer (truck) offload.
9 Section 5.06 discusses exceptions to offloading at designated ports.

10 **Section 6.06. At-Sea Monitoring (ASM) Program.**

11 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer
12 Program (NEFOP) and the NMFS-designed at-sea monitoring (ASM) program. Any additional
13 coverage beyond the NMFS designed At-Sea Monitoring program will not be allowed to replace
14 or interfere with either the coverage of NEFOP or the NMFS-designed ASM program The Sector
15 manager will maintain a database of all catch data, including but not limited to VTR, dealer,
16 monitor, and observer data. The Sector will use the NMFS-designed ASM program. NMFS will
17 provide the Sector with data from NEFOP and ASM program. Please see exhibit G for a more
18 detailed description of the NMFS-designed At-Sea Monitoring program.

19

20 **Section 6.07 Observer Safety.** The Sector Manager will work with the at sea monitoring
21 Vendors and Participating Vessels to ensure they meet the minimum safety standards.

22

23 **Section 6.08 Pre-trip Notification.** The designated ports for departure are identified in section
24 5.05. NMFS will continue to operate the Pre-trip Notification System (PTNS) to make selection
25 for NEFOP (NMFS funded program) and ASM (Industry funded program). For the pre-trip at
26 sea monitoring notification, the Sector Vessels will notify NEFOP a minimum of 48 hours prior
27 to deployment and shall occur via a telephone call or online. Day boats may notify NEFOP for
28 all trips up to 9 days in advance. The Vendor is required to be capable of taking telephone calls
29 24hrs per day, 7 days per week. Once the Vendor receives notice of a trip, they shall notify the
30 Sector Manager, NEFOP and OLE via electronic mail or telephone whether or not they are
31 assigning a monitor to the trip selected by PTNS. Exhibit H provides further details of related
32 protocols.

33 **Section 6.09 Electronic Data Transfers.** Data from observed trips shall be provided
34 electronically to the Vendor, the Sector Manager, the NEFSC and NMFS, in a format approved
35 by NMFS, as it becomes available.

36

37 **Section 6.10 Discard Rates.** The Sector manager (or his designated representative) will derive
38 stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP
39 observer, discards will be derived based on data collected during that trip and will account for all
40 hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived
41 using the NMFS-provided discard rate resulting from the NMFS (peer-reviewed and approved)
42 method to estimate 'in-season' discard rates.

43

44 **Section 6.11 ASM Program Adjustments.** The Sector Manager will work with the Vendor and

1 NEFSC on an ongoing basis to improve all aspects of its ASM Program, including making any
2 necessary adjustments to achieve desired levels of coverage while meeting other Program
3 requirements.

4
5 **Article VII. ENFORCEMENT**

6 Section 7.01. Agreement Enforcement. Each Member agrees that the Sector, by or through its
7 representatives, and/or any other Member may enforce this Agreement on behalf of the Sector
8 and/or its Members. Each Member agrees to take all actions and to execute all documents
9 necessary or convenient to give effect to the enforcement procedures contemplated by this
10 Agreement, the Harvesting Rules, and any Schedule of Penalties.

11
12 Section 7.02. Liability. The Members acknowledge and agree that the Sector itself is a legal
13 entity, and therefore may be held liable for violations of the law, applicable regulations, and this
14 Agreement committed by its members. Each Member participating in the Sector must comply
15 with all applicable requirements and conditions of this Agreement and their Letter(s) of
16 Authorization. It shall be unlawful and subject to enforcement by NMFS for the Sector or any
17 Members to violate any such conditions and requirements unless they are identified as exclusive
18 to the administration of the Sector. Those conditions and requirements that are considered to be
19 exclusive to the administration of the Sector which are contained in the following sections:
20

- 21 • Section 1.02. Organization and Authority
- 22 • Section 2.01. Voluntary Membership
- 23 • Section 2.02. Scope of Membership Obligations
- 24 • Section 2.03. Length of Commitment
- 25 • Section 2.04. New Members
- 26 • Section 2.05. Permit Transfers
- 27 • Section 2.06. Membership Dues
- 28 • Section 2.08. Right of First Refusal for Permit Transfers
- 29 • Section 2.09. Right of First Refusal for ACE Transfers
- 30 • Section 2.10. Release of Confidential Data
- 31 • Section 3.01. Sector Manager
- 32 • Section 3.02. Manager Authority
- 33 • Section 3.04. Procedures for Investigations
- 34 • Section 3.07. Sector Board and Officers
- 35 • Section 4.01. Sector Allocation
- 36 • Section 4.02. Annual Distribution, Consolidation, and Harvest
- 37 • Section 4.03. Sector ACE Reserve
- 38 • Section 4.04. Distribution of Sector ACE Reserve
- 39 • Section 4.05. Research Reserve
- 40 • Section 4.06. Distribution of Research Reserve
- 41 • Section 5.04. Operators
- 42 • Section 5.10. Potential Redirection of Effort
- 43 • Section 6.04. Catch Verification

- 1 • Article VII. **ENFORCEMENT (Except Section 7.03.)**
- 2 • Article VIII. **EXPULSION OF MEMBERS**
- 3 • Article IX. **TERM/TERMINATION**
- 4 • Article X. **MISCELLANEOUS**

5
6 **Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The
7 Members also acknowledge and agree that a violation of this Agreement or applicable federal
8 fishery regulations by one or more Members (or the Members’ Permits, Participating Vessels or
9 Participating Vessels’ operators, if any) that causes the Sector to exceed its ACE for any species,
10 or a hard total allowable catch or “hard-TAC”, or results in the discarding of legal sized fish or
11 the misreporting of catch (landings or discards), could subject the Sector and its Members to
12 joint and several liability for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904.

13
14 The Members further acknowledge and agree that monetary penalties could be inadequate
15 recourse under such circumstances and that consistent with Amendment 16 if an ACE or hard-
16 TAC is exceeded in more than one fishing year, the Sector’s share may be permanently reduced
17 or the Sector’s authorization to operate may be withdrawn. Therefore, the Members acknowledge
18 and agree that each of them will (and will cause their Permits, Participating Vessels and
19 Participating Vessels’ operators, if any, to) comply with a “stop fishing” order from the Sector,
20 which shall be issued by the Board, the Manager or the Committee, and each of the Members
21 further agrees that if any Member (or its Permits, its Participating Vessels or the Participating
22 Vessels’ operators) fails to comply with such order, the Sector shall have the authority to obtain
23 an injunction, restraining order or other equivalent form of equitable relief to give effect to such
24 “stop fishing” order.

25
26 **Section 7.04. Penalties for Violations.** Any penalties that are imposed upon a Member by the
27 Sector pursuant to the terms of this Agreement shall be in addition to, and not in lieu of, any
28 other potential state or federal penalty that may be imposed upon such Member.

29
30 **Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions Committee (i)
31 has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has
32 violated this Agreement or (ii) makes any other determination with respect to a Member under
33 this Agreement (including, specifically, without limitation Section 5.03 hereof), such violating
34 Member shall have five business days following the date of notice of the Infractions
35 Committee’s determination to request reconsideration of the enforcement or other action and/or
36 propose an alternative form of penalty. Such request shall be made in writing and shall be
37 addressed to the Board. The Board may, in its sole discretion, grant or deny any request for
38 reconsideration and may, in its sole discretion, approve or disapprove any alternative form of
39 penalty; provided, that the Board shall exercise all reasonable efforts to ensure that penalties and
40 settlements are commensurate with the nature and extent of the violation, are designed to further
41 the purposes of the Sector, Plan, and Amendment 16, and are consistent with those reached in
42 similar circumstances.

43
44 **Section 7.06. Penalties and Attorneys’ Fees.** Penalties for any violations of this Agreement
45 shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on
46 the Schedule of Penalties plus all costs, fees and expenses, including attorney’s fees, incurred by

1 the Sector or, in a case in which the Sector does not take enforcement action, by the Members
2 bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule
3 of Penalties addresses such matter, the Members and the Sector hereby waive any claims to
4 actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the
5 Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this
6 Agreement. In connection with any legal proceeding related to this Agreement, the non-
7 prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated
8 with the proceeding.

9
10 **Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or other
11 damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations
12 and, second, any remaining amounts shall be applied to the costs and expenses of the
13 administration, management and preservation of the Sector. Any funds remaining after the
14 application of the foregoing sentence shall be used to further research into efficient management
15 of groundfish stocks for the benefit of the resource and those that harvest the resource; provided
16 that any such use of funds shall comply with all applicable laws, including the provisions of the
17 Internal Revenue Code, as amended, that may apply to the Sector from time to time.

18
19 **Section 7.08. Dispute Procedures.** Notwithstanding the provisions of Section 7.01 hereof, prior
20 to instituting any litigation or other dispute resolution, the parties shall follow any applicable
21 procedures set forth in this Agreement, including specifically Sections 3.04, 6.04, and 7.03, for
22 the resolution of such dispute. Any litigation taken with respect to any dispute that arises in
23 connection with this Agreement shall be taken in the federal district court in Maine or, if said
24 court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction.

25 **Section 7.09. Specific Performance.** In furtherance and not limitation of Section 7.03 hereof,
26 each of the Members and the Sector shall have the right to have any provision of this Agreement
27 specifically enforced, through injunction, restraining order or other form of equitable relief.

28 **Section 7.10. Indemnification.** Each party that violates this Agreement (the "Indemnitor")
29 hereby severally agrees to indemnify, defend and hold harmless the other parties hereto (each, an
30 "Indemnitee") in respect of their respective Losses; provided, that such Losses result or arise
31 from a third party claim or governmental proceeding brought against or involving the
32 Indemnitee, which is based on or relates to such Indemnitor's (or its Permits', its Participating
33 Vessels' or such Participating Vessels operators', if different from such Indemnitor) (i) violation
34 of applicable laws, rules or federal fishery regulations or (ii) breach of any covenant, agreement
35 or obligation contained in this Agreement, the Harvesting Rules or other Sector requirements as
36 may be adopted under the terms of this Agreement or the Sector's Bylaws. The indemnification
37 obligations of the parties hereto shall be several and not joint and several. For the purposes of
38 this Section 7.10, "Losses" shall mean any and all claims, liabilities, obligations, judgments,
39 liens, injunctions, charges, orders, decrees, rulings, damages, dues, assessments, taxes, losses,
40 fines, penalties, expenses, fees, costs, amounts paid in settlement (including reasonable
41 attorneys' and witness fees and disbursements in connection with investigating, defending or
42 settling any action or threatened action) arising out of any claim, complaint, demand, cause of
43 action, action, suit or other proceeding asserted or initiated or otherwise existing. The
44 obligations under this Section 7.10 shall survive the termination of this Agreement and the
45 expulsion of any Member pursuant to Article VIII.

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Article VIII. EXPULSION OF MEMBERS

Section 8.01. Cause. The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv) such Member has not paid its membership dues and/or poundage fees as required by Section 2.06.

Section 8.02. Procedure. Any Member, the Infractions Committee or the Manager may submit to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled from the Sector (the “Expulsion Request”). Such Expulsion Request shall be in writing and shall include an explanation of the basis for expulsion. The Board shall vote on such Expulsion Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of three-fourths (75%) of the members of the Board shall be required in order to expel a Member, its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 and Amendment 16, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may not fish outside of the Sector under a multispecies DAS program, participate in another groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or Participating Vessels during the remainder of such fishing year. Upon expulsion of any Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify NMFS via certified mail that the Member’s Permits and/or Participating Vessels are no longer included in the Sector.

Article IX. TERM/TERMINATION

This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance with 50 CFR Part 648.87 and terminates on the last day of the 2016 fishing year (which occurs in April 2017) (the “Term”). The Term of this Agreement may be extended by the written consent of the Members. Such written consent to extend the Term of this Agreement shall be given 20 calendar days in advance of the date by which the Sector’s Operations Plan and Agreement for the upcoming fishing year must be submitted to NMFS. Notwithstanding the foregoing, if NMFS shall not approve the Sector’s Operations Plan and Agreement, as the same may be amended, for any fishing year during the Term or any extension thereof, then this Agreement shall terminate on the last day of the last fishing year for which the Sector’s Operations Plan and Agreement shall have received approval from NMFS.

Article X. MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement, including the Exhibits hereto, the Schedule of Penalties and any other documents incorporated by reference herein, constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to

1 the subject matter hereof.

2 Section 10.02. Succession and Assignment. This Agreement and all of the provisions hereof
3 shall be binding upon and inure to the benefit of the parties and their respective successors and
4 permitted assigns, but neither this Agreement nor any of the rights, interests or obligations
5 hereunder shall be assigned by any party, including by operation of law, without the prior written
6 consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this
7 Agreement intended to confer upon any person except the parties hereto any rights, interests,
8 benefits, obligations or remedies hereunder. Any assignment in contravention of this Agreement
9 shall be null and void.

10 Section 10.03. Counterparts. This Agreement may be executed in one or more counterparts,
11 each of which shall be deemed an original but all of which together shall constitute one and the
12 same instrument.

13 Section 10.04. Notices. All notices, requests, demands, consents, claims and other
14 communications hereunder shall be deemed duly given (i) one business day following the date
15 sent when sent by overnight delivery, (ii) five business days following the date mailed when
16 mailed by registered or certified mail return receipt requested and postage prepaid, and (iii) upon
17 delivery confirmation when sent by facsimile, at the contact information provided by each such
18 Member to, and maintained by, the Manager.

19 Section 10.05. Governing Law. This Agreement shall be governed by and construed in
20 accordance with federal fisheries laws and, to the extent that federal fisheries laws do not apply,
21 with the domestic laws of the State of Maine without giving effect to any choice of law provision
22 or rules (whether of Maine or any other jurisdiction) that would cause the application of the laws
23 of any jurisdiction other than the State of Maine.

24 Section 10.06. Change in Law. If and to the extent that any laws or regulations that govern any
25 aspect of this Agreement shall change, so as to make any aspect to this Agreement
26 unenforceable, then the parties agree to make such modifications to this Agreement as may be
27 reasonably necessary for this Agreement to accommodate any such legal or regulatory changes,
28 without materially changing the overall benefits or consideration expected hereunder by the
29 parties.

30 Section 10.07. Consent to Jurisdiction and Venue. Subject to and without limiting the dispute
31 resolution procedures set forth in Article VI, each of the Members consent to the exclusive
32 jurisdiction and venue of the federal district court in Maine or, if said court does not have
33 jurisdiction, in such courts in the State of Maine that do have jurisdiction, for adjudication of any
34 suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the
35 Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the
36 aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

37 Section 10.08. Amendments and Waivers. No amendment of any provision of this Agreement
38 shall be valid unless the same shall be in writing and signed by each of the Members.

39 Section 10.09. Severability. Any term or provision of this Agreement that is held invalid or
40 unenforceable in any situation shall not affect the validity or enforceability of the remaining

1 terms and provisions hereof or the validity or enforceability of the offending term or provision in
2 any other situation.

3 Section 10.10. **Expenses.** Except as otherwise provided herein, each of the members shall bear
4 its own costs and expenses (including legal and accounting fees and expenses) incurred in
5 connection with this Agreement.

6 Section 10.11. **Incorporation of Exhibits and Other Documents.** The Exhibits identified in
7 this Agreement are incorporated herein by reference and made a part hereof.

8

1 IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast
2 Community Sector Operations Plan and Agreement for Fishing Year 2015 and 2016, as of the
3 date written above with the understanding that membership is binding for one fishing year and
4 will be established with a follow up contract for FY 2016.

5
6 Pursuant to section 402(b)(1)(F) of the Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C
7 §1881a(b)(1)(F), the undersigned hereby authorizes the release to the manager, or designated sector employee(s)
8 of the Maine Coast Community Groundfish Sector of information that may be or is considered to be confidential or
9 privileged by the Magnuson-Stevens Act or other federal law regarding the catch of all species (both federal and
10 state managed) associated with the Moratorium Right Identifiers (MRIs) enrolled in the sector submitted to the
11 National Marine Fisheries Service that the undersigned has authority to access. This information includes data
12 required to be submitted or collected by NMFS, on an individual MRI and/or aggregated scale, including but not
13 limited to days-at-sea allocation and usage, vessel trip reports, dealer reports, Northeast Federal Observer
14 Program data, catch and landings history data for all species harvested by the vessel/MRI, Sector at-sea monitoring
15 data, protected species takes/interactions, enforcement data, vessel baseline data (length, horsepower, etc), VMS
16 information, and all other information associated with the vessel, MRI #, and/or permit records. In addition, this
17 information includes data for species not managed under the multispecies FMP.

18
19 In addition to the Sector Manager, the Executive Director may be allowed access to this data for specific projects
20 as approved by the Sector Manager.

21
22 **The electronic copy of the signatures is attached in a separate file**

23
24 Signature: _____

25 Name/Company: _____

26 MRI #: _____

27 If you have multiple permits you will be enrolling in the sector please use the space below.

28
29 Signature: _____

30 Name/Company: _____

31 MRI #: _____

32
33 Signature: _____

34 Name/Company: _____

35 MRI #: _____

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EXHIBIT A

Maine Coast Community Groundfish Sector Penalty Schedule			
VIOLATION	FIRST*	SECOND*	THIRD*
VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
Violations including but not limited to a violation of a stop order, fishing in a closed area, transfer of fish from a non-sector vessel to a sector vessel, transferring fish to a non-Sector vessel (including a non-Sector vessel owned or operated by a Permit holder), subverting the reporting requirements (misappropriating landings) or any other action which could cause the authorized M CCS allocation to be in violation of its agreement.	Up to \$50,000 (loss of fishing rights for 365 days)	Expulsion	
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of 50 CFR Part 48 or failing to remain in the Sector for the Commitment Period (i.e., breach of Section 2.03 of the Agreement).	\$10,000	N/A	N/A

- 1
- 2 * Penalties may be based on reductions in ACE instead of, or as an alternative to, dollar amounts.
- 3

EXHIBIT B

SECTOR AND INDIVIDUAL ACE ALLOCATION

Fishing Year 2015

Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)

As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit ACE’s brought into the Sector. As determined by MCCS Members, the initial individual allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential Sector Contribution, and is referred to as an “Individual ACE”. Individual ACE allocations will be received and maintained by each individual Member and the Sector Manager. The ACE, allocated by NMFS to MCCS for FY 2015 & FY 2016 will be available in the Northeast Multispecies Fisheries Sector Operations Plans and Contracts and Allocation of Northeast Multispecies Annual Catch Entitlement Final Rule as published by NMFS.

As indicated in section 4.09 and Exhibit C, ACE may be pooled or transferred within the Sector. In addition, transfers of ACE between Sectors must also be authorized by NMFS. The Members of the MCCS are all smaller-scale fishermen from coastal Maine, an area that has already experienced substantial consolidation. Nonetheless, there may be some redistribution of ACE within the Sector. As indicated in Table B.1, there are 45 enrolled permits and 32 potentially active vessels.

Table B.1 – MCCS Participants

Permits	45
Potential Active Vessels	32
Active Fishing Vessels	11
Primarily Gillnet Only	12
Primarily Trawl Only	4
Primarily Handlines	0
Trawl and Gillnet	1
Target Groundfish	6

Consolidation and Redistribution of ACE

In FY 2014, 45% of the permits enrolled in the Maine Coast Community Sector for FY 2015 and 2016 are attached to vessels actively fishing for NE multispecies. For FY 2015 and 2016, the Maine Coast Community Sector has 45 permits currently enrolled. Of those permits 11 are anticipated to actively fish for NE multispecies in FY 2015 and 2016.

1
2 While these numbers may change, the Maine Coast Sector expects that, compared to FY 2014,
3 there would be no change from the consolidation that previously occurred among the members
4 during FY 2014. The member permits that are not attached to active NE multispecies vessels in
5 FYs 2015 and 2016 are the same permits that did not fish in FY 2014. In most cases, a member
6 who owns multiple permits fished the ACE of all those permits on fewer hulls and will now
7 continue to fish the ACE contributed by all those permits on fewer hulls resulting in little
8 additional consolidation.
9
10
11

1 **EXHIBIT C**

2
3 **HARVESTING RULES**

4 **Fishing Years 2015 and 2016**

5 **Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

6

7 The Members and the Participating Vessels of the Sector agree to be legally bound to follow the
8 Harvesting Rules for the fishing year 2015 and 2016 as described herein notwithstanding those
9 rules and regulations applicable to Common Pool multispecies vessels.

10 **QUOTA MONITORING**

11

12 1. Sector ACE Allocation: The National Marine Fisheries Service (“NMFS”) will determine the
13 MCCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for
14 each species¹ (Exhibit B).

15

16 2. Individual ACE Allocation: Each participating Permit and Participating Vessel will receive its
17 “Individual ACE” allocation as set forth in Exhibit B to the Agreement. This allocation will be
18 maintained by each individual Member and the Sector Manager.

19

20 3. ACE Limit: The Members agree that they will not harvest more Groundfish than their
21 Individual ACE and that they will not collectively harvest more Groundfish than the Sector ACE
22 for allocated species. Once a Member’s Individual ACE allocation is reached for any species, or
23 if the Sector ACE for any species is reached, such Member or Members shall not fish
24 commercially in that stock area with any fishing gear capable of catching Groundfish unless
25 additional ACE for that species is acquired. Consistent with Amendment 16 and Section 4.09,
26 ACE transfers are allowed within the MCCS and between the MCCS and other sectors, and
27 carryover of up to 10 percent of the Sector ACE is permitted.

28

29 4. Monthly Quota Targets: The Sector Manager may impose monthly quota targets to slow down
30 harvest rates if the board and Sector Manager deem it necessary

31

¹ Note that NMFS will not assign ACE for Atlantic halibut, ocean pout, northern windowpane flounder, southern windowpane flounder, Atlantic wolfish, and southern New England winter flounder (*see* Exhibit B above).

1
2 5. Weekly quota targets: In addition to the monthly quota targets, the Manager may impose
3 weekly or trip target quotas to help slow down harvest rates. If such target quotas are, imposed,
4 Sector members agree to adjust their fishing operations to avoid exceeding these quotas.
5

6 6. Additional Measures to Prevent Ace Overages: The Sector Manager will provide Sector
7 Members with a monthly report detailing their remaining Individual ACE for each stock and the
8 remaining Sector ACE for each stock for the Sector. In addition, when an individual Member's
9 remaining Individual ACE reaches less than 50 percent for any stock, or when the Sector's
10 remaining Sector ACE for a stock reaches less than 50 percent, the Sector Manager will provide
11 Members with a report detailing their remaining Individual ACE and the Sector's remaining
12 Sector ACE at the conclusion of each trip.
13

14 The reporting frequency for the sector manager's ACE Status Report will be increased to daily
15 when 90% of any of the sector's ACEs is reached. The Sector Manager, or a designated
16 representative, must notify NMFS immediately by email if the threshold that triggers daily
17 reporting has been reached. During the period when a sector has reached or exceeded 90% of any
18 of its ACEs, a daily ACE Status Report must be submitted only on a day when a member vessel
19 lands, or when the sector engages in an ACE transfer of a stock that is exceeding the 90%
20 threshold.
21

22 Members shall stop fishing prior to exceeding their allocation (unless they acquire additional
23 Individual ACE). If the Sector ACE for a stock is exceeded, the sector must cease operations in
24 that stock area until it can acquire additional ACE through a transfer with another Sector to
25 balance the catch, and the sector also must comply with other overage penalties that may be
26 applicable.
27

28 7. Sector Hails: consistent with the operations Plan, each Participating Vessel must hail in to the
29 Manager or his designated representative, and NMFS Office of Law upon returning to port when
30 using fishing gear capable of catching Groundfish.

31 8. ACE Transfers and Pooling: Participating Vessels and/or Permits may transfer ACE to other
32 Participating Vessels and/or Permits, or otherwise redistribute or pool ACE to other Participating
33 Vessels and/or Permits, provided that the Manager is notified and provides his consent to such
34 redistribution or pooling. A Participating Vessel and/or Permit may only transfer or lease ACE
35 to vessels or permits participating in other sectors after meeting the right of first refusal
36 requirements contained in Section 2.09 of the Operations Plan and Agreement and receiving
37 approval from the MCCS Board. All transfers to or from vessels or permits participating in other
38 sectors must be approved by the Regional Administrator, as required by Amendment 16 and its
39 implementing regulations.
40

41 9. Length and Horsepower Leasing Exemption: If approved by NMFS, Participating Vessels are
42 not required to adhere to the length and horsepower restrictions contained in the DAS Leasing
43 Program.
44

45 10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any

1 fishing operation must be retained and counted against the Sector and Individual ACE, unless
2 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane
3 flounder, southern windowpane flounder, Atlantic wolfish and southern New England winter
4 flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as
5 required by Amendment 16 and its implementing regulations.

6 11. Species Trip Limits: Participating vessels are exempt from trip limits on stocks for which the
7 Sector receives an allocation. Participating vessels are subject to any trip limits required by
8 NMFS for non-allocated species.

9 **ADMINISTRATIVE**

10 **Sector Manager.** The Board of Directors (the “Board”) of the Sector shall appoint a manager of
11 the Sector (the “Manager”), which shall have the authority to manage the day-to-day business of
12 the Sector and to act as its designated agent for service of process. Ben Martens of Topsham,
13 Maine, is the current agent for service of process.

14
15 **Manager Authority.** The Manager shall have the authority to monitor the activities of the
16 Members and the Participating Vessels and to take other similar actions as may be necessary to
17 ensure compliance by the Members and their Permits and Participating Vessels with Sector
18 requirements and bylaws, as well as applicable laws, rules and regulations

19 To enforce this all Sector rules the Manager has the authority to impose “stop fishing” orders and
20 issue penalties as set forth in the Schedule of Penalties. The Manager shall also act as the liaison
21 between NMFS and the Sector.

22 **Infractions Committee.** The Board shall appoint an infractions committee (“Infractions
23 Committee”) consisting of a minimum of three Members. For more details on the Infractions
24 Committee see Section 3.03 and 3.04 of the Operations Plan and Agreement

25 **Scope of Membership Obligations.** The obligations of the Members set forth in the Sector
26 Operations Plan and Agreement shall only apply to the Permits and Participating Vessels (and
27 not to any other permits or vessels owned by the Members that are not enrolled in the Sector
28 pursuant to the terms hereof) to the extent that such Permits or Participating Vessels are fishing
29 commercially with gear that is capable of harvesting Groundfish.

30
31 **Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the
32 related Participating Vessels enrolled in the Sector at the beginning of the fishing year following
33 the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that
34 entire (one) fishing year. For more details on the membership commitment please see section
35 2.03 of the Sector Operations Plan and Agreement.

36
37 **Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or
38 Allocation to another individual or entity outside of the sector in compliance with section 2.04 of
39 the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have
40 seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal
41 will be executed at the agreed upon price by letting the Sector Manager know of the intent to

1 pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first
2 refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see
3 section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right
4 of first refusal.

5
6 **Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of
7 the costs and expenses associated with the administration and management of the Sector
8 (including the payment of the Manager’s salary or at sea monitoring costs), require payment by
9 the Members of annual membership dues and/or poundage fees. Such annual membership dues
10 and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior
11 to the commencement of the applicable fishing year or at such other time as the Board may deem
12 necessary or appropriate. For fishing year 2015 dues will be paid in the form of poundage fees of
13 3% landings value on all groundfish landed and 5% fee on all allocation leased outside the
14 sector.

15
16 **GEAR REQUIREMENTS**

17 12. **Gear Requirements:** While it is anticipated that Sector members will fish primarily with otter
18 trawls and sink gillnets, Participating Vessel may fish for Groundfish with any legal gear
19 including hook and line gear (demersal longlines, automated hook, jigs, and handlines), Scottish
20 seines, beam trawls and pots. All Participating Vessels are subject to the same gear restrictions,
21 such as marking, tagging, mesh size, and number of gillnets, applicable to common pool vessels
22 using the same type of gear.

23 13. **Gillnet Block Requirement Exemption:** If approved by NMFS, Participating Vessels are not
24 required to adhere to those provisions of 50 CFR 648.82(j)(1)(ii) requiring that during each
25 fishing year, day gillnet vessels must declare, and take, a total of 120 days out of the non-exempt
26 gillnet fishery. Participating Vessels must continue to comply with all other applicable
27 Spawning Season Restrictions and other gillnet requirements not specifically noted as exempted
28 herein, in accordance with the groundfish FMP and NMFS regulations.

29
30 14. **Spawning Block Exemption:** If approved by NMFS, Participating Vessels are not required to
31 comply with the 20-day spawning block (March–May) requirement. Participating Vessels must
32 continue to comply with all other applicable spawning season restrictions not specifically noted
33 as exempted herein, in accordance with the groundfish FMP and NMFS regulations.

34
35 15. **Day Gillnet Limit Exemption:** If approved by NMFS, Participating Vessels are not required
36 to adhere to the regulatory limitation on the number of gillnets for day gillnet vessels. A sector
37 vessel may fish up to 150 roundfish or flatfish nets in any of the RMAs, not to exceed 150 nets
38 total, and must tag both roundfish and flatfish nets with one tag per net and is subject to net
39 restrictions as specified by NMFS in its Letter of Authorization. In block 124 and 125 in May
40 and blocks 132 and 133 in June may be fished with only 100 nets.

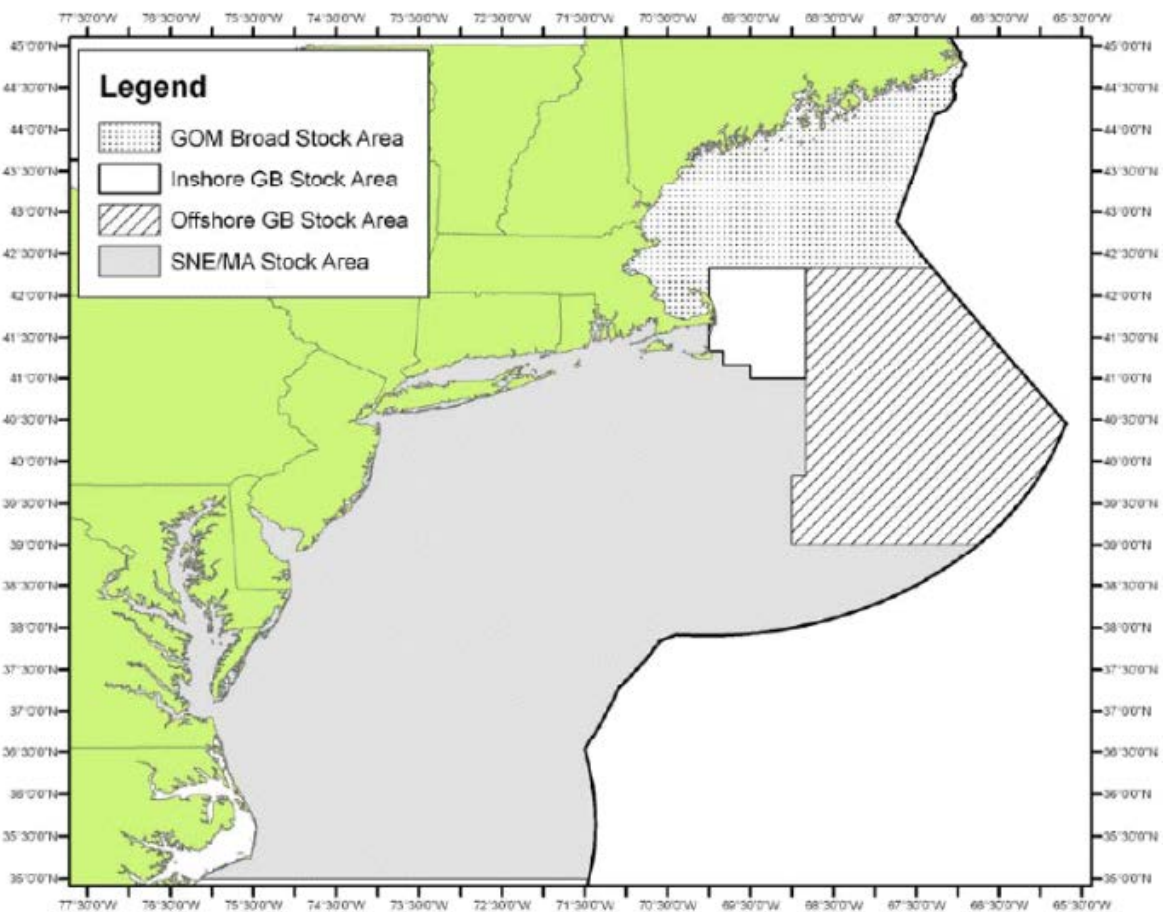
41
42 16. **Gear Hauling Exemption:** If approved by NMFS, Participating Vessels may haul another
43 vessel’s gillnet gear.

1
2 17. Hook Limitation Exemption: If approved by NMFS, Participating Vessels are not required to
3 adhere to the regulatory limitation on the number of hooks that may be fished.
4

5 18. Operating Area: Participating vessels are restricted to fishing in the Gulf of Maine Regulated
6 Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges
7 Bank Stock Area when using fishing gear capable of catching any regulated species managed
8 under the Groundfish Plan. The geographic boundaries of the management area are, shown in
9 the chart below.

10
11

New England Groundfish Stock Areas



12
13
14

MONITORING

15 **Area Declarations.** For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—
16 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod is to be defined
17 as **Inshore GOM**. For the 2015 and 2016 fishing season the following declarations must be
18 made before fishing. For more details of this rule, please see EXHIBIT H to this document.
19

1 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
2 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.
3

4 **When an Observer/Monitor is NOT onboard.**

5 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
6 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
7 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
8 for the entire trip.
9

10 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
11 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
12 GOM.
13

14 **Monitoring**

15 Dockside: The Maine Coast Community Sector will not be participating in a dockside monitoring
16 program for the fishing year 2015 and 2016.
17

18 At Sea Monitoring Program:

19 See at sea monitoring description in Exhibit G.
20

1 **EXHIBIT D**

2

3 **MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS**

4 The following table includes all Federal and state permits held by persons participating in the
5 sector, and indicates whether each permit is enrolled and will actively fish in a sector, or will be
6 subject to the provisions of the common pool.

7

8 [See attachment D]

9

10

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14

EXHIBIT F
OWNERSHIP INTERESTS
OF AT LEAST THREE VESSELS

[Provided in Attachment F]

Table 1 Sector Information

Summary of Maine Coast Community Sector and Operations Plan for Fishing Year 2014		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 45% Gillnet: 55%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 45 Number of active vessels: 20
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the 2015 and 2016 fishing years.		

15
16

1 **EXHIBIT G**

2 **MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2015 and**
3 **2016**

4 The Maine Coast Community Sector proposes to utilize the NMFS approved and industry funded
5 ASM program for fishing year 2015. The Maine Coast Community Sector will participate in the
6 Northeast Fisheries Observer Program (NEFOP) and the NMFS-funded at-sea monitoring
7 (ASM) program while they operate. The sector will transition to its approved industry-funded
8 ASM program when NMFS funding for ASM ends, pursuant to an independent contract between
9 the Sector and a NMFS approved provider. This ASM coverage will have vessel and trip
10 selection coordinated through NMFS and will use approved at-sea monitors. The Sector
11 manager will maintain a database of all catch data, including but not limited to VTR, dealer,
12 monitor, and observer data. NMFS will provide the Sector with data from NEFOP and the ASM
13 program. For FY 2015, the Maine Coast Community Sector will use the NMFS designed and
14 industry funded ASM program. For FY 2016, vessels not opting to employ a proposed electronic
15 video monitoring program that will be submitted in the future, or if the EM component is not
16 approved, the Maine Coast Community Sector will use the NMFS designed and industry funded
17 ASM program with human observers/monitors.

18

19 **Sector Operational and Logistical Details**

20 General fishing operations information for the FY2015 and 2016 Sector is anticipated to be as
21 follows:

22 Vessels will primarily depart from the following ports:

- 23 a) Portland Harbor, Portland, ME
24 b) Port Clyde Harbor, Port Clyde ME
25 c) Cape Porpoise Harbor, Kennebunkport, ME
26 d) Kennebunkport Harbor, Kennebunkport, ME
27 e) Sebasco Harbor, Phippsburg, ME
28 f) Boothbay Harbor, Boothbay Harbor ME
29 g) Cundys Harbor, Harpswell, ME
30 h) Camp Ellis, Saco, ME

31

32 For FY 2015, all vessels will use the NMFS designed and industry funded At-Sea Monitoring
33 program. For FY 2016, vessels not opting to use the Electronic Monitoring component of the
34 proposed At-Sea Monitoring plan (if submitted and approved by NMFS for FY 2016) will follow
35 the NMFS designed and industry funded At-Sea Monitoring program described below.

36

1
2 The Northeast Fisheries At-Sea Monitor Program
3 National Marine Fisheries Service, Northeast Fisheries Science Center
4
5

6 C.1. BACKGROUND OVERVIEW
7

8 The National Oceanographic and Atmospheric Administration 's (NOAA) mission is to
9 understand and predict changes in the Earth's environment and conserve and manage coastal and
10 marine resources to meet our Nation's economic, social, and environmental needs. NOAA's
11 National Marine Fisheries Service (NMFS) supports the overall NOAA mission by focusing on
12 stewardship of living marine resources through science-based conservation and management and
13 the promotion of healthy ecosystems.
14

15 NMFS is responsible for the management, regulatory compliance, economic data and protection
16 of living marine resources within the United States Exclusive Economic Zone. NMFS also plays
17 a supportive and advisory role in the management of living marine resources in coastal areas
18 under state jurisdiction. It provides scientific and policy leadership in the international arena,
19 and implements international conservation and management measures as appropriate.
20

21 Under this mission, the goal is to optimize the benefits of living marine resources to the Nation
22 through sound science and management. This requires a balancing of multiple public needs and
23 interests in the sustainable benefits and use of living marine resources, without compromising the
24 long-term biological integrity of coastal and marine ecosystems.
25

26 Many natural and human-related factors affect the status of fish stocks, protected species and
27 ecosystems. Although these factors cannot all be controlled, available scientific and
28 management tools enable the agency to have a strong influence on many of them. Maintaining
29 and improving the health and productivity of these species is the heart of the NMFS mission.
30 These activities will maintain and enhance current and future opportunities for the sustainable
31 use of living marine resources as well as the health and biodiversity of their ecosystems.
32

33 NMFS has three objectives in its mission to protect, restore, and manage the use of coastal and
34 oceanic resources:
35

- 36 • Protect and restore ocean, coastal, and Great Lakes resources
- 37 • Recover protected species
- 38 • Rebuild and maintain sustainable fisheries.
39

40 NMFS will measure its performance against these objectives using the following measures:
41

- 42 1) Increased number of coastal and marine ecosystems maintained at a healthy and
43 sustainable level
- 44 2) Increased social and economic value of the marine environment and resources (e.g.,
45 seafood, recreation, and tourism)
- 46 3) Increased number of acres and stream-miles restored for coastal and ocean species

- 1 4) Increased number of protected species in a stable condition or in an upward trend
- 2 5) Increased number of managed species that are at optimum levels
- 3 6) Improved ecological conditions in coastal and ocean protected areas

4
5 Additionally, Amendment 16 to the Northeast (NE) Multispecies Fishery Management Plan
6 (FMP) was developed by the New England Fishery Management Council (Council) as part of the
7 biennial adjustment process established in the FMP to update status determination criteria for all
8 NE multispecies (groundfish) stocks; adopt rebuilding programs for groundfish stocks newly
9 classified as being overfished and subject to overfishing; and revise management measures
10 necessary to end overfishing, rebuild overfished groundfish stocks, and mitigate the adverse
11 economic impacts of increased effort controls. In addition, Amendment 16 would implement
12 new requirements for establishing allowable biological catch (ABC), annual catch limits (ACLs),
13 and accountability measures (AMs) for each stock managed by the FMP, pursuant to the
14 Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act), as
15 revised. This action is necessary to address the results of the most recent stock assessment that
16 indicates that several additional groundfish species are overfished and subject to overfishing and
17 that stocks currently classified as being overfished require additional reductions in fishing
18 mortality to rebuild by the end of existing rebuilding periods.

19
20 The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries Service
21 (NMFS) is required to collect scientific, management, regulatory compliance and economic data
22 for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels participating in the
23 groundfish multispecies Fisheries Management Plan. These data cannot be obtained at the dock
24 or on Government research vessels. These data are needed for the management and monitoring
25 of Annual Catch Limits and groundfish sectors.

26
27 Every sector should equally be covered at 25% (17% by At-Sea Monitors and 8% by
28 NEFOP observers). The coverage rates apply to the seaday level. At-Sea Monitors will be
29 systematically assigned by NMFS to a vessel to ensure the coverage is fair and even. Several
30 types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip must be a trip
31 where landings of groundfish occur (a “groundfish”, “skate” or “monkfish” trip as defined in
32 Amendment 16). Coverage levels will be in terms of number of seadays. At-Sea Monitoring
33 standards will be consistent with the final regulations implemented under Amendment 16, unless
34 further specified by NMFS. As described in the rule, Northeast Fisheries Observer Program
35 (ASM) observers take precedence over At-Sea Monitors for vessel placement when deployments
36 overlap.

37
38 **C.2. AT-SEA MONITOR PROGRAM OBJECTIVES**

39
40 NMFS has an extensive program to monitor and observe living marine resources and associated
41 communities to provide information on biota, their habitats, and the human activities and actions
42 that may impact coastal and ocean ecosystems. Data are the foundation of scientific advice,
43 which provides information to management to support decision-making. A more consistent flow
44 of high quality, credible information is required to improve decision-making. To collect the
45 quantity and quality of data necessary, NMFS intends to improve its capacity to conduct surveys
46 and to conduct research and studies for better understanding of ecosystems. These efforts rely on

1 extensive collaboration with fisheries participants and other stakeholders in the living marine
2 resource decision process.

3
4 At-Sea Monitors are the only independent data source for some types of at-sea information such
5 as bycatch composition and mortality, and marine mammal, sea bird and sea turtle interactions.
6 Although vessel self-reporting is often utilized, only limited data collection demands can
7 reasonably be placed on the captain and crew. In addition, the reliability of self-reported
8 information is a concern for scientists and policy makers, who use the data to make fishery
9 management decisions for the purpose of maintaining the nation's marine resources.

10
11 Currently, more than 500 At-Sea Monitors are deployed in 11 At-Sea Monitor programs most of
12 which are administered through NMFS 6 regional Fisheries Science Centers (FSC). Increasing
13 NMFS At-Sea Monitor data coverage is essential to reliably estimating catch and bycatch and
14 helping to implement programs to reduce bycatch. Additional benefits of enhanced At-Sea
15 Monitor programs are near real-time monitoring of biological and environmental conditions and
16 sampling opportunities not available from dockside sampling. This includes information on
17 marine mammals, turtles and seabirds, resource abundance, contaminants, habitat, life history,
18 and other basic biological information.

19
20 NMFS is required to collect scientific, management, regulatory compliance, and economic data
21 for fisheries by placing At-Sea Monitors aboard U.S. domestic fishing vessels. These data
22 cannot be obtained at the dock or on Government research vessels. These data are needed for the
23 management of fisheries occurring in the U.S. Exclusive Economic Zone (EEZ) and the high
24 seas beyond the EEZ.

25
26 NMFS desires contractor support, as described below, to satisfy these requirements.

27 28 C.3. SCOPE AND OUTCOMES

29
30 The contractor shall provide and retain the necessary qualified personnel, material, equipment,
31 services, and facilities (except as otherwise specified) to perform quality environmental, and
32 fisheries operations data collection, data analysis, and information dissemination for the
33 Northeast Fisheries Science Center (NEFSC) Data quality is of the utmost importance. Quality
34 data collection, analysis, and dissemination are expected to increase the critical information
35 gathered for stock assessments to manage the species.

36
37 This Statement of Work (SOW) defines the requirements and services necessary to provide
38 program continuity, integrity, and productivity.

39 40 C.3.1. Policies and Regulations

41
42 In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of
43 this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts,
44 Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and
45 standards listed below. This listing is not all-inclusive and is not intended to relieve the
46 contractor of its responsibilities for identification of applicable statutes, regulations and

1 procedures and compliance therewith, when performing work under this SOW.

- 2
- 3 • Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- 4 • Marine Mammal Protection Act (MMPA)
- 5 • Endangered Species Act (ESA)
- 6 • Data Quality Control Act (P.L. 106-514)
- 7 • Information Technology Security Policy
- 8 • Fisheries Management Plans (FMP)
- 9 • Biological Opinions (BO)
- 10 • Take Reduction Team (TRT)
- 11 • NOAA Safety Standards
- 12 • Fair Labor Standards Act (FLSA)
- 13 • Service Contract Act (SCA)
- 14 • Department of Labor Wage Determinations
- 15 • Applicable Federal and State labor laws
- 16 • At-Sea Monitor Health and Safety regulations
- 17 • Federal, state, and local safety regulations
- 18 • Merchant Marine Act (Jones Act) and General Maritime Law
- 19 • U.S. Longshore and Harbor Worker's Compensation Act
- 20

21 C.4. PERFORMANCE WORK STATEMENT

22
23 The contractor shall meet all requirements of the SOW.

24 25 C.4.1. Management Requirements

26 27 C.4.1.1. Project Management

28
29 The contractor shall perform all Project Management functions including contract, technical,
30 personnel, administrative, logistic, quality, business, and other management functions that are
31 necessary to execute the total effort required by this SOW. The contractor shall provide all
32 personnel and other resources, except as otherwise specified in this SOW, necessary to
33 accomplish these functions. The contractor shall effect these management functions through an
34 integrated management approach, including cost, schedule, and technical performance within an
35 acceptable project management framework. The contractor shall develop and submit to NMFS a
36 Project Management Plan (as further defined in Section F.5.2) for approval that details how the
37 contractor will manage the contract and its At-Sea Monitor program.

38 39 C.4.1.2. Project Manager

40
41 The contractor shall assign a Project Manager to be the focal point for communications between
42 NMFS and the contractor. The assigned Project Manager shall be designated as Key Personnel
43 for this contract (per Section H.7). Ensure that all key personnel attend any refresher trainings
44 for At-Sea Monitors. For a specific job description see Section J, Attachment 2, Labor Category
45 Classifications and Job Descriptions.

1 C.4.1.3. Coordinators

2
3 The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment and
4 provide At-Sea Monitor support services. The coordinator shall be designated as key personnel
5 under this contract (per section H.8). All coordinators are required to maintain current At-Sea
6 Monitor Certification. Ensure that all key personnel attend any refresher trainings for At-Sea
7 Monitors. For a specific job description see Section J, Attachment 2, Labor Category
8 Classifications and Job Descriptions.

9
10 C.4.1.4. Management Reporting and Coordination

11
12 The contractor shall prepare and submit to the Contracting Officer (CO) , Contracting Officer's
13 Technical Representative (COTR) a monthly Status Report, as listed in Section F.5.1, that
14 provides information on project status to include, contract award-to-date financial expenditures;
15 At-Sea Monitor retention status; any problems or issues encountered; and other information as
16 may be requested by the COTR.

17
18 C.4.1.5. Performance Measures

19
20 The contractor shall monitor and meet all requirements as stated in the SOW.

21
22 C.4.2. Operational Requirements

23
24 At-Sea Monitors are deployed, in accordance with coverage rates developed by NMFS and as
25 assigned through the Pre-Trip Notification System (PTNS), to vessels. Due to availability of
26 funding, changes in the fishery management, such as emergency closures, court ordered closures,
27 weather, and unforeseen events must remain flexible. Additional funding for sea days may be
28 added to the contract within the scope and maximum allowable sea days.

29
30 The following items define the operational services to be provided by the contractor under this
31 contract.

32
33 C.4.2.1. At-Sea Monitor Recruitment and Retention Requirements

34
35 The recruitment and retention of fully qualified At-Sea Monitors is essential to successful
36 performance under the contract. At-Sea Monitors shall be employees of the contractor. The
37 contractor shall provide sufficient qualified At-Sea Monitors to complete the mandated coverage
38 requirement by selecting the best candidates.

39
40 The contractor shall describe their strategy for recruiting qualified candidates and retaining their
41 services, as referenced in Section F.5.4. The contractor shall manage its At-Sea Monitors to
42 retain both experienced and new At-Sea Monitors. The contractor is encouraged to provide
43 incentives for superior performance demonstrated by their work force.

44
45 C.4.2.2. Eligibility Requirements

46

1 C.4.2.2.1. Educational Qualifications

2
3 Collecting marine fisheries data during fishing activities requires speed and accuracy. At-Sea
4 Monitors must possess the minimum educational and experience requirements and specific
5 psychological and physical qualities cited in the Minimum At-Sea Monitor Qualifications for
6 educational requirements (Section J, Attachment 3, NMFS At-Sea Monitor Eligibility
7 Requirements).

8
9 C.4.2.2.2. Non-Conflict of Interest

10
11 Section J, Attachment 4 (Statement of Non-Conflict of Interest)

12
13 C.4.2.2.3. Physical/Medical Condition

14
15 Section J, Attachment 5 (Physical Standards & Acknowledgement of Risks)

16
17 C.4.2.2.4. Communication Skills

18
19 At-Sea Monitor candidates must be able to clearly and concisely communicate verbally and in
20 writing in English.

21
22 C.4.2.2.5. Citizenship or Ability to Work Legally in the United States

23
24 At-Sea Monitor must be a U.S. Citizen, or a non-citizen who has a green card, TN Authorization,
25 H1 visa, or valid work visa, and a social security card.

26
27 C.4.2.2.6. Statement of No Criminal Conviction

28
29 Section J, Attachment 6 (Statement of No Criminal Conviction)

30
31 C.4.2.2.7. CPR and First Aid Requirements

32
33 At-Sea Monitors shall obtain and maintain current certification for CPR by the American Red
34 Cross or American Heart Association (AHA) or other as approved by the COTR. Completion of
35 a basic First Aid class is also required before the start of training. A copy of CPR and First Aid
36 certification(s) for all At-Sea Monitors will be provided to NMFS 7 calendar days prior to the
37 first day of training and annually thereafter.

38
39 C.4.2.2.8. At-Sea Monitor Standards of Conduct

40
41 At sea, At-Sea Monitors work in a self-supervised capacity and shall maintain high standards of
42 conduct. At-Sea Monitors shall maintain a professional, objective demeanor at all times. At-Sea
43 Monitors shall comply with these standards and those set forth in the Standards of Conduct
44 (Section J, Attachment 7, At-Sea Monitor Standards of Conduct).

45
46 C.4.2.3. Observer/At-Sea Monitor Duties and Data Collection Requirements

1
2 (a) General Observer Duties and Data Collection Requirements – Fishery Observer I, II, and
3 III
4

5 i. Observers/At-Sea Monitors shall collect scientific, management, compliance, and other
6 data at sea through interviews of vessel captains and crew; observations of fishing operations;
7 sampling catch; measuring selected portions of the catch and fishing gear; and collecting
8 samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an
9 integral part of the regulations. These authorities empower the observer/At-Sea Monitor to
10 perform certain functions aboard vessels as well as afford protection to the observer/At-Sea
11 Monitor against interference and intimidation in the course of performing his/her duties.

12 ii. Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and
13 discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is
14 aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for
15 gear deployment that the observer/At-Sea Monitor sees as well as those not observed.

16 iii. Observer/At-Sea Monitors shall collect length samples from segments of the catch.
17 Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are
18 detailed in the At-Sea Monitor Manual.

19 iv. Observer/At-Sea Monitors shall collect information on any incidentally captured sea
20 turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any
21 other information. Observer/At-Sea Monitors shall also collect information on any marine
22 mammals or other protected species interactions. When protected species are caught, the
23 primary responsibility of the observer/At-Sea Monitor shall be to handle and release the
24 protected species.

25 v. Observers shall participate in all training, briefings and debriefings as required by the
26 COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and
27 requested by the COTR (Section B – Supplies or Services and Prices/Costs Training CLIN 0003,
28 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are
29 complete and as accurate as possible before computer audits are run. Debriefing also provides
30 immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected
31 immediately. Debriefings shall occur on a regular basis and as frequently as possible either by
32 email, phone or in person. Debriefings shall consist of but are not limited to:

- 33
34 1) Reviewing sampling methods and answering observer/At-Sea Monitor questions;
35 2) Reviewing preliminary data;
36 3) Correcting any data errors;
37 4) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
38 5) Reviewing any logistical problems or concerns encountered by the observer/At-Sea
39 Monitor; and
40 6) Testing observer/At-Sea Monitor ability to adhere to sampling protocols
41 7) Checking gear calibration
42 8) Providing the observer/At-Sea Monitor with any updates on modifications to sampling
43 procedures or other program information.
44

45 vi. Observer/At-Sea Monitors who encounter captains or vessels' owners operating in
46 fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the

1 observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the
2 refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch
3 Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of
4 sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be
5 provided to completely answer the following guideline questions: who, what, when, and where.
6 This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report
7 Form).

8 vii. Observer/At-Sea Monitors may be asked to perform various program support tasks
9 (industry outreach activities, industry meetings, observer/At-Sea Monitor training sessions, port
10 orientations, reconnaissance, other research project needs, etc.). Each observer/At-Sea Monitor
11 should attend at least one (1) Fishery Council Meeting each year in their assigned area. The
12 contractor shall invoice NMFS separately for these hourly costs in Section B Supplies or
13 Services and Prices/Costs Hourly Rate observer/At-Sea Monitor CLINS 0004, 1004 and 2004,
14 and travel costs in Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002,
15 and 2002.

16 viii. Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species
17 encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9,
18 Species Verification Program). Failure to do so may result in an observer/At-Sea Monitor's
19 change in status (i.e., pre-probation, probation, and decertification).

20
21 (b) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category
22 Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General
23 Requirements specified in C.4.3.2a and the following:

- 24
25 1. Performs routine tasks associated with recurring and continuing work according to
26 prescribed or established procedural standards and technical methods assigned.
27 2. Assures that tasks are completed, data developed, methods used in securing and verifying
28 data are technically accurate and in compliance with instructions and established procedures.
29 3. Makes estimates of amounts and species composition of fish caught, retained and
30 discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
31 4. According to established standards and detailed procedures, records data on appropriate
32 forms and logs, some of which may be electronic.
33 5. Maintains field equipment and supplies.
34 6. Collects scientific, management, compliance information, and make observations of
35 fishing operations.
36 7. Use and complete a pre-boarding vessel safety checklist.
37 8. Measures selected portions of catch including incidentally caught marine mammals, sea
38 birds and sea turtles.
39 9. Uses calculator and/or PC for calculations and recording data.
40 10. Obtains, enter and transfer data electronically.
41 11. Obtains and record information on gear characteristics of fishing gear types while
42 working either on board vessels, on an alternative platform, or at a shore-based facility.
43 12. Use interpersonal and communication skills to contact fishermen and schedule
44 observer/At-Sea Monitor sampling trips.
45 13. Observes and documents compliance with fishery regulations, and write affidavits as
46 required.

1
2 (c) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet
3 and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery
4 observer/At-Sea Monitor I and the following additional duties:

- 5
6 1. Independently executes duties, while learning when and how to resolve exceptions and
7 special problems.
8 2. Estimate amounts and species composition of fish caught, retained and discarded,
9 utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
10 3. Measure selected portions of catch including incidentally caught marine mammals, sea
11 birds and sea turtles.
12 4. Uses calculator and/or PC for calculations and recording data.
13

14 (d) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall
15 meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of
16 Fishery observer/At-Sea Monitor II and the following additional duties:

- 17
18 1. May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
19 2. Demonstrates extensive familiarity of methods, procedures and management to ensure
20 proper day-to-day operations.
21 3. Shifts from one type of responsible technical assignment to other types, which are
22 different in terms of equipment used, of data used, and uses to which data will be put.
23 4. Makes estimates of amounts and species composition of fish caught, retained and
24 discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and
25 dichotomous keys.
26 5. According to established standards and detailed procedures, records data on appropriate
27 forms and logs, some of which may be electronic and provide recommendations for updates.
28 6. Oversees the maintenance of field equipment and supplies.
29 7. Collect scientific, management, compliance information, observations of fishing
30 operations, measure selected portions of catch including incidentally caught marine mammals,
31 sea birds and sea turtles.
32

33 C.4.2.3.1. Data Deliverables
34

35 Electronic data entry by At-Sea Monitors is required in addition to required paperwork, and shall
36 be managed by the contractor in coordination with the COTR. Submission of At-Sea Monitor
37 data to the NMFS shall be accomplished in a timely manner. The contractor shall work with the
38 COTR to establish the appropriate means to transfer the electronic data to the COTR.
39

40 (a). Delivery of paper log data shall be received within 5 calendar days (120 hours) of the vessel
41 landing as referenced in Section F.5.5.
42

43 (b). Delivery of electronic data shall be received within 2 calendar days (48 hours) of the vessel
44 landing as referenced in Section F.5.6.
45

46 (c). Delivery of biological specimens (whole fish samples) shall be received within 5 calendar

1 days (120 hours) of the vessel landing as referenced in Section F.5.7.

2
3 At-Sea Monitors shall send any written data and biological specimens directly to NMFS. The
4 Government will provide shipping and supplies. At-Sea Monitors shall assure that biological
5 samples or whole animals requiring freezing are received by the nearest NMFS freezer facility
6 within twenty-four (24) hours of vessel landing. NMFS has freezers located in major fishing
7 ports (Section J, Attachment 10, Freezer Locations). The transfer or transport of the frozen
8 samples or animals must be received by NMFS (At-Sea Monitor Training Center) within 5
9 calendar days of the trip landing, unless a delay is authorized by the COTR. Costs for travel
10 associated with transport of biological samples will be reimbursed under the travel provision
11 section herein (Section B Supplies or Services and Prices/Costs Travel CLINS 0002, 1002 and
12 2002).

13 14 C.4.2.3.2. At-Sea Monitor Communication

15
16 At-Sea Monitors shall maintain regular contact with their assigned NMFS editor/debriefer. All
17 At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program
18 covered for the first time or as requested. At-Sea Monitors shall return phone calls or reply to
19 email questions as soon as realistically possible (i.e., before departing on a multi-day trip).
20 NMFS can request that an in-person meeting occur with an At-Sea Monitor at any time. These
21 meetings will take priority over accomplishment of the sea day schedule. All travel costs
22 associated with required in person debriefings, exit interviews and meetings with NMFS will be
23 reimbursed under the travel provision section herein (Section B Supplies or Services and
24 Prices/Costs Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
25 reimbursed under the hourly rate provision section herein (Section B Supplies or Services and
26 Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004).

27
28 NMFS staff will provide written memo updates to the contractor regarding any new or changed
29 sampling protocols, data collection procedures, or other collection or reporting procedures. The
30 contractor shall make certain that At-Sea Monitors comply with changes, as applicable.

31
32 Require that any At-Sea Monitor who leaves the program come into the At-Sea Monitor Training
33 Center complete all exit procedures including an in-house exit interview with NMFS (Section J,
34 Attachment 11, Exit Procedures) within 30 days from landing from their last trip.

35
36 Provide the primary port, contact information(full name, mailing address, residential address, e-
37 mail address, cell phone number, home number, emergency contact name and phone number,
38 and working status (full time or part time). If there is a change made to any variables in the list,
39 an updated list shall be provided to NMFS immediately (Section F.5.8).

40 41 C.4.3. At-Sea Monitor Support Services

42 43 C.4.3.1. Logistic and Operation Support for At-Sea Monitor Deployment

44
45 The contractor shall provide complete logistical and operational support to At-Sea Monitors
46 throughout their employment. The contractor's approach to supporting At-Sea Monitors shall be

1 detailed in the proposal.

2

3 C.4.3.2. Training and Debriefings

4

5 Attachment 34, HR Bulletin 103, provides policy and guidance on training for non-government
6 employees. At least 95% of new At-Sea Monitor recruits are expected to pass the required
7 training course (Section J, Attachment 12, ASM Training Standards) and the required physical
8 examination (Section J, Attachment 5, Physical Standards & Acknowledgement of Risk).

9

10 Training costs are reimbursable and are intended to include all costs associated with At-Sea
11 Monitor training (both initial training and refresher trainings), including, but not limited to,
12 salary during the training period, per diem (meals & reimbursements and lodging), miscellaneous
13 equipment for use during training (as authorized or requested by the Government – Section B
14 Supplies or Services and Prices/Costs Training CLINS 0003, 1003 and 2003).

15

16 At-Sea Monitor candidates shall undergo an initial 2-week certification training session with
17 NMFS. A series of tests will be administered during this training that candidates must pass prior to
18 certification. Candidates must demonstrate their potential to collect accurate field data, and react
19 to unfamiliar situations at sea in a professional manner. NMFS personnel as well as specialists
20 in other areas such as vessel safety shall conduct training. Refresher training sessions will be
21 conducted when data logs or protocols change, at the discretion of the COTR, or when there has
22 been over six months service interruption for the At-Sea Monitor. At-Sea Monitors shall be
23 required to attend an annual refresher course for data collection, species identification, and vessel
24 safety. In order for the At-Sea Monitor to maintain a current certification they must successfully
25 complete the recertification training.

26

27 Three trainings are scheduled for each year (planned trainings will be posted on the FSB
28 website). The contractor shall provide NMFS with at least 45 calendar days prior notice when a
29 training session is needed and identify any foreign nationals that may be attending training (it
30 takes a minimum of 30 working days for foreign national clearance) as referenced in Section
31 F.5.9. For extenuating circumstances, additional trainings may be scheduled at the
32 Government's discretion. Attendance by a key personnel at training is required for at least two
33 days each week of training.

34

35 The contractor shall submit to NMFS, at least 30 calendar days before the beginning of the
36 training, the following information as referenced in Section F.5.10:

37

- 38 • a list of the potential candidates names for review by NMFS
- 39 • a hard copy (mailed to the COTR) of each candidates resume
- 40 • a hard copy (mailed to the COTR) of the candidates college transcript
- 41 • a hard copy (mailed to the COTR) of reference checks from three individuals for each
42 candidate (name of individual providing reference, association with At-Sea Monitor, how long
43 they have known the candidate, contact information (phone number, e-mail), and information
44 about the At-Sea Monitor's past performance)

45

46 The contractor shall submit to NMFS, at least 14 calendar days before the beginning of the

1 training, the following information as referenced in Section F.5.11:

- 2
- 3 • an updated list of candidates
- 4 • a medical report for each candidate substantiating the individual's medical qualifications
- 5 for the job
- 6 • online security clearance electronic forms must be initiated by candidates (Section J,
- 7 Attachment 13, Security Background Instructions)
- 8

9 The contractor shall submit to NMFS, at least 7 calendar days before the beginning of the
10 training, the following information as referenced in Section F.5.12:

- 11
- 12 • final list of candidates attending upcoming training session
- 13 • CPR and First AID Certificate
- 14

15 NMFS may require additional information regarding At-Sea Monitor candidates and should be
16 consulted regarding any for which proposed candidate there is some question regarding
17 qualifications. Should substitution of At-Sea Monitors be required, the contractor shall also
18 provide their pertinent information to the COTR prior to such substitution. The Government
19 retains the right to reject any At-Sea Monitor proposed by the contractor if his or her
20 qualifications do not meet the qualifications specified in paragraph C.4.2.2, Eligibility
21 Requirements, or if their work has been performed at an unsatisfactory level on previous
22 projects, or if their behavior on other projects has been disruptive.

23
24 The contractor shall provide the status of its At-Sea Monitor training approvals completed and in
25 process in its Monthly Status Report (Section F.5.1).

26
27 NMFS training curriculum is detailed in the ASM training agenda (Section J, Attachment 14,
28 ASM Training Agenda).

29
30 An At-Sea Monitor's first 4 deployments and the resulting data shall be immediately edited and
31 approved after each trip by NMFS prior to any further deployments by that At-Sea Monitor
32 (Section J, Attachment 15, ASM Training Trip Policy). During the At-Sea Monitor's first 4
33 deployments, in order for them to go on their next trip, their data must be received, edited and
34 the At-Sea Monitor must be "cleared" by NMFS to sail on their next trip. This notification will
35 be sent via e-mail to the At-Sea Monitor's provider. The At-Sea Monitor cannot be deployed
36 until the e-mail notification has been sent by NMFS. If the data quality is considered acceptable
37 the At-Sea Monitor will become certified. If the data quality is not considered acceptable, the
38 At-Sea Monitor will not be certified by NMFS at that time.

39
40 The first trip an At-Sea Monitor takes after completing the initial 2-week training course will be
41 accompanied by either a NMFS member or a certified trip trainer. Certified trip trainers are
42 current At-Sea Monitors under this contract and are certified by NMFS. In order to become a
43 trip trainer, the contractor must request to NMFS the names of the At-Sea Monitor they would
44 like certified. NMFS would then assign a NMFS staff member to accompany the trip trainer
45 candidate on a future trip. If approved by NMFS the At-Sea Monitor would become a trip
46 trainer. Contractor responsibilities consist of finding vessels that are willing to take two (2) At-

1 Sea Monitors, setting up the logistics of the trip, and communicating with NMFS regularly
2 providing updates on the status of the trip (Section J, Attachment 16, Trip Trainer Certification
3 Program).
4

5 At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill
6 the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a
7 vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor
8 then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified
9 trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the
10 number of trainers needed based on how many At-Sea Monitors are currently working, what the
11 demand for new At-Sea Monitors is, and what the projected training schedule looks like. NMFS
12 currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level.
13 At-Sea Monitors certified as trip trainers must be geographically representative of the ports ASM
14 At-Sea Monitors cover to accommodate all new trainees.
15

16 Key personnel will be expected to attend any other periodic NMFS required trainings related to
17 the ASM program that could impact At-Sea Monitor protocols, such as program manual update
18 trainings or changes to the Pre-Trip Notification System. One key personnel is required per all
19 trainings, however, NMFS encourages all available staff attend periodic trainings that relate to
20 changes in the ASM program or sampling protocols for their own education. A key personnel is
21 required to attend two days per week of each training and all the days of refresher training.
22

23 Compensation for the At-Sea Monitor's time at the refresher training and all other training as
24 well as meals & reimbursement (M&I) and lodging will be reimbursed by NMFS (Section B –
25 Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003). Costs for travel
26 to and from the training center will not be covered by NMFS.
27

28 Per Diem and lodging during weekends are reimbursable during trainings that occur over the
29 course of multiple weeks. Weekend At-Sea Monitor salary costs are not covered under
30 reimbursement, unless training (such as a weather-delayed training trip) occurs on a weekend
31 day. A weekend make up day would be required if the building is closed during the week.
32

33 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other
34 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g. program
35 management) for at least one (1) year after training. The contractor shall reimburse the
36 Government for training expenses for any At-Sea Monitors terminating their At-Sea Monitor
37 employment with the contractor within one (1) year of completing the NMFS training. This will
38 be done by issuing a credit for the next training session. For example, if three (3) At-Sea
39 Monitors leave the program prior to completing one (1) year of employment, at the next training,
40 three (3) individuals' training costs (Section B Supplies or Services and Prices/Costs Training
41 CLINS 0003, 1003, and 2003) and hourly wages associated with the training (Section B Supplies
42 or Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not
43 be billed to the Government.
44

45 At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the
46 commencement of training (Section J, Attachment 17, NEFSC Statement of Non-Disclosure) as

1 referenced in Section F.5.24.

2
3 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a future
4 trip. The contractor shall assist with the setting up these shadow trips (Section J, Attachment 18,
5 Shadow Trip Program).

6
7 The contractor shall make At-Sea Monitors available to NMFS (Enforcement and FSB staff) for
8 the purposes of routine debriefings, requested meetings regarding data quality issues,
9 investigating circumstances of alleged refusals by vessels to take an At-Sea Monitor or other
10 violations of the Magnuson-Stevens Fishery Conservation Act (MSA), Marine Mammal
11 Protection Act (MMPA), or the Endangered Species Act (ESA) recorded by the At-Sea Monitor
12 in the course of his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS
13 0003, 1003 and 2003) and hourly wages associated with the training (Section B Supplies or
14 Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All At-
15 Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or program
16 covered for the first time.

17
18 C.4.3.3. Data Quality Control

19
20 Data shall be collected and maintained in accordance with contractor's Quality Assurance Plan
21 as incorporated in the contract (Section F.5.3).

22
23 The overall goal of quality control is to ensure the effectiveness and efficiency of collection
24 efforts as well as the quality of data collected. Data quality is of utmost importance. As such the
25 contractor shall ensure the highest quality in data collected by its At-Sea Monitors. NMFS will
26 provide a data quality rating of At-Sea Monitors to the provider on a bi-annual basis (Section J,
27 Attachment 19, Data Quality Rating). The contractor shall use the data quality rating of At-Sea
28 Monitors in their Quality Assurance Plan (F.5.3).

29
30 C.4.3.4. At-Sea Monitor Equipment, Operation and Maintenance

31
32 The contractor shall provide all materials and equipment necessary for the collection of data and
33 biological sampling (Section J, Attachment 20, ASM Gear List). The contractor shall maintain
34 and replace lost gear to ensure the At-Sea Monitor is able to carry out his/her sampling duties.
35 For items listed with a brand name, the contractor shall provide the equivalent quality to the
36 brand listed.

37
38 The gear and equipment, purchased and charged to the Government in the performance of the
39 contract becomes Government property at the end of the contract. Equipment and gear should be
40 inspected and repaired in accordance with manufacturers specification as needed and at a
41 minimum of once per year. Newly acquired gear must be of the same quality as the originally
42 provided Government gear. At-Sea Monitor gear and contractor's tracking and maintenance of
43 such gear is subject to periodic audit by the Government. The Government retains the right to
44 modify gear specifications and requirements to meet research collection needs.

45
46 C.4.3.5. Travel and Lodging

1
2 The contractor is responsible for all travel arrangements and expenses, appropriate lodging, and
3 all expenses associated with training, safety meetings, briefings, debriefings, and deploying At-
4 Sea Monitors to assigned vessels. All travel costs and expenses incurred shall be reimbursed in
5 accordance with the Government's Travel Regulations.
6

7 Travel costs are reimbursable and are intended to include costs associated with At-Sea Monitor
8 travel to and from vessels and to and from the port if the At-Sea Monitor travels greater than fifty
9 (50) miles, one way, from their primary port (Section B Supplies or Services and Prices/Costs
10 CLINS 0002, 1002, and 2002.
11

12 Coordinator and support staff travel (related to At-Sea Monitor deployment) to and from vessels
13 and to and from the port are reimbursable if travel meets Government Travel Regulations and
14 At-Sea Monitor travel costs under CLINS 0002, 1002, and 2002. The contractor shall submit a
15 travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) clearly documenting
16 all travel logistics and associated costs to the COTR.
17

18 While an At-Sea Monitor is out at sea, per diem is not reimbursable, unless authorized on a case-
19 by-case basis by the COTR, such as if an At-Sea Monitor lands in a port other than their primary
20 port.
21

22 C.4.3.6. Vessel Selection

23 The contractor shall strictly adhere to all sampling design requirements specified for the
24 Northeast Fisheries At-Sea Monitor Program (ASM). NMFS will provide the contractor with a
25 set of specific guidelines regarding vessel selection and placement considerations by various
26 fisheries. The contractor shall make contact with vessels selected either by NMFS to arrange for
27 At-Sea Monitor coverage and deployment scheduling as necessary. When the contractor/At-Sea
28 Monitor makes initial contact with the vessel, the contractor/At-Sea Monitor shall verify with the
29 captain that he has sufficient life raft capacity for an additional person (At-Sea Monitor). If not,
30 the contractor shall immediately attempt to have one of the NMFS issued valise life rafts
31 available for the At-Sea Monitor for that trip. If one is not available, and the captain still intends
32 to sail without the At-Sea Monitor, an SDR shall be issued to the captain of the vessel (Section J,
33 Attachment 22, Safety Deficiency Report). The contractor shall assign At-Sea Monitors to
34 vessels without regard to preference expressed by vessel owners or operators with respect to At-
35 Sea Monitor race, gender, age, religion, or sexual orientation nor shall the contractor consider
36 At-Sea Monitor's expressed preference. The contractor shall not assign At-Sea Monitors who
37 are showing symptoms of illness or who may be contagious. In the event that an At-Sea Monitor
38 falls severely ill or injured at sea, and the vessel must prematurely cease fishing to return the At-
39 Sea Monitor to port, the contractor shall propose a plan on how to work out a fair reimbursement
40 for the vessel's fuel expenses.

41 Various regulated fisheries have a requirement for a vessel's representative to notify the ASM
42 prior to making each fishing trip. Notification is required prior to the planned departure in a
43 specific time frame, e.g., forty-eight (48). The vessel is then randomly assigned, by NMFS, an
44 At-Sea Monitor or issued a waiver, relieving them of the requirement to carry an At-Sea Monitor
45 for that specific trip.

46 The contractor shall provide personnel or an automated answering service to handle notifications

1 twenty four (24) hours a day, seven (7) days a week, for certain fisheries. Depending on
2 regulations enacted by the NMFS, the notification requirement may require e-mails, telephone
3 calls, or inputting into a website from the vessel's representative. The Groundfish fishery is
4 required to notify NMFS, NMFS is responsible for the selection and informs the vessel and the
5 contractor of trip details.

6 For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be notified
7 of trip selection via the website. The contractor may accept or decline trips within twelve (12)
8 hours. The reasons to decline a trip must be related to limited At-Sea Monitor availability or
9 reported safety concerns. The contractor must take the trip once they have claimed acceptance.
10 If there is an unforeseen emergency that results in changing the contractor's acceptance of a trip,
11 it shall be reported to the COTR. If a trip is accepted by a contractor, the contractor would make
12 contact with the vessel for trip logistics. If a vessel informs the contractor that they are
13 cancelling a trip selected to carry an At-Sea Monitor, the contractor shall report that to NMFS
14 twenty-four (24) hours after the scheduled sail date. The COTR shall be notified all
15 circumstances in which At-Sea Monitors were late or missed a scheduled trip for all fisheries as
16 referenced in Section F.5.13.

17 Vessels must be covered randomly, without repeated deployments on the same vessels by the
18 same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and other
19 special access fishing programs there shall be no more than two (2) back to back trips by the
20 same At-Sea Monitor on the same vessel AND there shall be no more than two (2) trips on the
21 same boat within one month. A vessel selection list may be provided by NMFS which will rank
22 vessels in the order they should be covered.

23
24 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a "no show".
25 The maximum amount of time for a no show is up to 2.5 hours. The At-Sea Monitor must arrive
26 30 minutes prior to the scheduled departure time and remain at the designated area for up 2 hours
27 following the scheduled departure time. Travel to and from the site and per diem are not
28 included unless conditions in C.4.3.5 are met. Any costs billed for a "no show" will be billed
29 against CLINS 0004, 1004 and 2004. There will be no reimbursement for situations in which it
30 is the At-Sea Monitor's fault for missing the trip or no attempt was made to communicate with
31 the captain prior to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea Monitor
32 Travel Voucher) is required for proper reimbursement.

33
34 Cost Reimbursement is authorized for At-Sea Monitors for the time associated with a
35 "cancellation" in instances where trips are cancelled at the dock or when an at-sea monitor is en
36 route to the vessel and cancellations occurs. The maximum amount of time for a cancellation is
37 up to 2.5 hours. Travel to and from the site and per diem are not included unless conditions in
38 C.4.3.5 are met. Any costs billed for a "Cancellation" will be billed against CLINS 0004, 1004
39 and 2004. A travel voucher (Section J, Attachment 21, At-Sea Monitor Travel Voucher) is
40 required for proper reimbursement.

41 42 C.4.3.7. Safety Requirements

43
44 Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an
45 At-Sea Monitor is deployed
46 (http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf). Vessels

1 must pass the Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) that will be performed
2 by the At-Sea Monitor with the assistance of the captain or designee prior to deployment. If the
3 vessel fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall not sail on the
4 vessel and shall complete Safety Deficiency Report (Section J, Attachment 22, Safety Deficiency
5 Report), which shall be provided to the captain and NMFS.
6

7 Valise life rafts will be issued to the contractor by NMFS upon award of the contract. It is
8 expected that the contractor shall maintain the life rafts while in their care and ensure the life raft
9 is up to date with service and inspections. When service and inspection dates are coming close
10 to their expiration, the contractor shall contact NMFS to schedule a drop off of the raft. If there
11 is evidence that the life raft is not treated properly while in their care (i.e., dragged on the ground
12 resulting in holes in the raft) then the contractor will be liable for the cost of a replacement raft.
13

14 At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor
15 feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the
16 Pre-Trip Vessel Safety Checklist (Section J, Attachment 23) to NMFS.
17

18 C.4.3.8. Communication

19
20 The contractor shall provide and employ a method for At-Sea Monitors to communicate vessel
21 departure and arrival information; handle At-Sea Monitor emergencies and/or problems related
22 to At-Sea Monitor logistics when they are at sea, in transit to the dock, or in port awaiting vessel
23 departure. The contractor shall contact NMFS of all emergency situations, including medical,
24 within twelve (12) hours of learning of the incident as referenced in Section F.5.14.
25

26 The contractor shall provide NMFS with access to a real time online At-Sea Monitor tracking
27 system for At-Sea Monitor deployments (including vessel identifier information), leave
28 schedules, and status (part-time vs. full-time) updates as referenced in Section F.5.15.
29

30 The contractor shall provide NMFS with all written documents/memos that are sent their At-Sea
31 Monitors within 24 hours of when the document/memo is sent as referenced in Section F.5.25.
32

33 The contractor shall notify NMFS of when an At-Sea Monitor is subject to disciplinary action by
34 the contractor (i.e., placed on probation, performance monitoring, etc....) within 24 hours of
35 when the disciplinary action took place as referenced in Section F.5.26.
36

37 C.4.3.9. Notification of Potential Infractions

38
39 The contractor shall immediately notify the COTR of any potential violation of the Rules and
40 Regulations that implement the Fishery Management Plan under the Magnuson-Stevens Fishery
41 Conservation and Management Act, Marine Mammal Protection Act or Endangered Species Act
42 or any regulations that govern the At-Sea Monitor program, including but not limited to: vessels
43 failing to provide adequate notification prior to departing, failing to take an At-Sea Monitor,
44 incidents of At-Sea Monitor interference, harassment, or intimidation. The contractor shall
45 ensure that each returning At-Sea Monitor is debriefed for incidents of intimidation, interference,
46 or harassment within twelve (12) hours of trip landing as referenced in Section F.5.14. Reported

1 incidents of the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to
2 handle incidents of interference, harassment or intimidation of At-Sea Monitors will be
3 investigated by NMFS.

4 5 C.4.3.10. Vessel Operations and Working Conditions 6

7 Fishing vessels routinely operate out of ports from New York to Maine (Section J, Attachment
8 24, Location of ASM Trips in 2010). Trips can range from 1-14 days in duration. The vessels
9 operate in ocean waters, 3-200 miles offshore in all weather conditions. Vessels are generally
10 30-150 feet in length. Crew members and At-Sea Monitors live and sleep in cramped quarters,
11 often in damp conditions and share common facilities. On some vessels, the crew does not speak
12 English. At-Sea Monitors must be willing to travel occasionally to cover locations other than
13 their primary ports.

14
15 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea Monitor to
16 be equal to those of the crew. Some vessels have no shower and may lack permanent toilets or
17 bunks. Although vessels may not have separate facilities for women, federal regulations require
18 reasonable privacy for female At-Sea Monitors. Female At-Sea Monitors on a vessel with an all-
19 male crew must be accommodated with adequate privacy which can be ensured by installing a
20 curtain or other temporary divider, in a shared cabin. Because of the size and responsiveness of
21 these vessels to sea conditions, motion sickness can be debilitating for some individuals and
22 should be seriously considered in all prospective At-Sea Monitor candidates. Most vessels carry
23 no trained medical personnel aboard and rely upon first aid knowledge of the boat's operator in
24 consultation with land-based physicians via radio.

25
26 Food is provided on multiday trips for the At-Sea Monitor and must be equal to the food being
27 served to the rest of the crew. On single day trips, At-Sea Monitors must bring their own food
28 and water.

29 30 C.4.3.11. Data Quality 31

32 The NMFS COTR will monitor all aspects of contractor performance as described
33 below:

- 34
35 • Failure to deliver data from an observed sea day includes:
36 • All data must be delivered at the required time frame, as specified by NMFS.
37 • Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined
38 to be fraudulent or unusable within 90 days of receipt of the data).
39

40 The contractor shall interact with vessels which have carried At-Sea Monitors. They shall
41 interview the captain; using NMFS issued workbooks with a pre-determined set of questions
42 (Section J, Attachment 25, Captain Interview Questions), and determine if the At-Sea Monitor
43 performed his/her job in a professional manner and carried out all required tasks. Unless
44 otherwise instructed by NMFS, a random selection of 10% of each At-Sea Monitor's trips each
45 quarter will have follow-up interviews. Format questions will be provided by NMFS. Trip
46 Interview Reports will be provided to NMFS electronically within two working days of the

1 interview as referenced in Section F.5.16. The contractor shall report, in writing to the COTR,
2 all complaints made by the industry regarding At-Sea Monitor activities, as well as any At-Sea
3 Monitor injuries aboard vessels or on docks to NMFS.

4
5 An At-Sea Monitor's ability to work will be based on his/her certification. If an At-Sea Monitor
6 does not adhere to NMFS protocols or meet the At-Sea Monitor Standards of Conduct (Section J,
7 Attachment 7, At-Sea Monitor Standards of Conduct), they may be placed on pre-probation,
8 probation or decertified, as described in the NMFS policy statement regarding certification
9 (Section J, Attachment 26, ASM At-Sea Monitor Performance Monitoring, Review, Probation
10 and Decertification).

11
12 NMFS will provide the contractor with a data quality rating for each At-Sea Monitor (Section J,
13 Attachment 19, Data Quality Rating).

14 15 C.4.3.12. Vessel Compensation for At-Sea Monitor Food Reimbursement

16
17 Contractors shall compensate vessels at a rate of \$40 per day (for every completed 24 hour
18 period) to cover At-Sea Monitor accommodation and food costs while aboard the vessel for trips
19 lasting longer than one (1) day (i.e., 24 hours) (Section B Supplies or Services and Prices/Costs
20 Vessel Meal Reimbursement CLINS 0005, 1005 and 2005). The contractor shall provide NMFS
21 with an example of the vessel reimbursement form the contractor develops as referenced in
22 Section F.5.17. The contractor shall provide a report for all vessel meal reimbursements
23 provided within the last monthly period. The contractor is encouraged to make all vessel
24 compensation payments through Electronic Funds Transfer. If the contractor makes vessel meal
25 reimbursement payment through check, the contractor shall provide proof that the check has
26 been cashed within 90 days of vessel receipt of the check. If a check has not been cashed within
27 90 days of vessel receipt, the contractor shall cancel the check and provide an offset to NOAA
28 in the amount of the original check less any check cancellation fees (Section F.5.18). The
29 contractor shall provide evidence for all check cancellation fees to the COTR.

30 31 32 C.4.3.13. Contractor Standards of Conduct

33
34 The Contractor shall comply with the requirements of Clause H.2.2 At-Sea Monitors Preventing
35 Personal Conflicts of Interest. The contractor shall assign at-sea monitors without regard to any
36 preference expressed by representatives of vessels based on, but not limited to, at-sea monitor
37 race, gender, age, religion or sexual orientation.

38 39 C.4.3.14. At-Sea Monitor Termination Documentation

40
41 The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any reason as
42 referenced in Section F.5.19. Reasons for termination, whether contractor initiated or At-Sea
43 Monitor initiated, must be documented and provided to NMFS within 7 days of the At-Sea
44 Monitor's departure and shall be used to determine trends and assist in improving retention of
45 qualified At-Sea Monitors as referenced in Section F.5.20.

1 C.4.3.15. Emergency Action Plan

2
3 The contractor shall institute an Emergency Action Plan that documents what they will do in the
4 case of an emergency. The purpose of an Emergency Action Plan is to facilitate and organize
5 employer and employee actions during workplace emergencies. Well developed emergency
6 plans and proper employee training (such that employees understand their roles and
7 responsibilities within the plan) will result in fewer and less severe employee injuries. The
8 contractor shall provide NMFS with a copy of their Emergency Action plan as referenced in
9 Section F.5.27.

10
11 C.4.3.16. Quality Assurance Plan

12
13 The contractor shall develop and submit to NMFS a contractor Quality Assurance Plan, as
14 referenced in Section F.5.3, which details how the contractor will ensure effectiveness and
15 efficiency of collection efforts as well as the quality of data collected by its At-Sea Monitors.
16 The contractor shall further establish, implement, and maintain a Quality Assurance
17 Management program to ensure consistent quality of all work products and services performed
18 under this contract.

19
20 C.5. PERFORMANCE MONITORING

21
22 C.5.1. Quality Assurance Surveillance Plan

23
24 NMFS intends to monitor contractor performance against the Schedule of Deliverables (Section
25 F.5.3).

26
27 C.6. SECURITY RISK LEVEL DESIGNATIONS

28
29 The risk levels under this contract have been determined by the Program Office as shown below:

30	31	32	33	34	35
	LABOR CATEGORY		SECURITY RISK		
	Program Manager	Low			
	Coordinator	Low			
	Observer I, II, III	Low			

36 Investigation Packages

37
38 At-Sea Monitors and key personnel would be considered contractors and all undergo the required
39 background investigation (Section J, Attachment 13, Security Background Instructions) and
40 would be either U.S. Citizens, Naturalized Citizen, Green Card Holders (aka Permanent Resident
41 Card), or Foreign Nationals. The following requirements will be completed prior to official
42 hiring:

- 44 • 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 45 • 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards
- 46 (FD 258 Cards)

- 1 • 180 or greater days = EQIP Package
- 2 o Security Worksheet
- 3 o Electronic Questionnaire (filled out after applicant has been placed in EQIP)
- 4 o EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
- 5 o Declaration for Federal Employment (Optional Form 306)
- 6 o Finger Print Cards (FD 258 Cards)
- 7 o Fair Credit Reporting Form (filled out based on position sensitivity)

8
9 Foreign National (FN) Information (must be submitted along with Investigation Packages)

10
11 Foreign Nationals is anyone who is a non-U.S. citizen or non-green card holder (aka permanent
12 resident card). Foreign Nationals fall into two categories: Visitors or Guests. Visitors are
13 personnel onsite for up to 3 days; or whom will be attending a conference, workshop, or training
14 (which can go up to 5 days). Guests are personnel who will be onsite over 3 days and who do
15 not fall into the 5 day category listed above. All Foreign National Visitor/Guests information
16 must be submitted through the Foreign National Registration System (FNRS) by NMFS.

17
18 **C.7. CLAUSES INCORPORATED BY REFERENCE**

19
20 **C.7.1. CAR 1352.237-71 SECURITY PROCESSING REQUIREMENTS—LOW RISK**
21 **CONTRACTS (APR 2010)**

22 (Reference 48 CFR 1337.110-70)(c))

23
24 **C.7.2. CAR 1352.237-73 FOREIGN NATIONAL VISITOR AND GUEST ACCESS TO**
25 **DEPARTMENTAL RESOURCES (APR 2010)**

26 (Reference 48 CFR 1337.110-70)(e))

27

28

29

30 **EXHIBIT H**

31 **INSHORE GULF OF MAINE DECLARATION**

32

33 For the purpose of providing the Sector and its Manager with a greater understanding of the
34 fishing patterns conducted by their members, the following reporting requirements have been
35 crafted and adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the
36 region. These provisions afford Sectors an administrative tool to track fishing activity west of the
37 70:15. The implementation of the following requirements is conditioned on the adoption of all
38 Northeast Groundfish Sectors in their FY 2015 and 2016 Operations Plans. In the event this
39 provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be
40 implemented by this Sector.

41

42 For the purpose of “Section 5.04. Area Declarations” of the Sector Operations Plan, the portion
43 of BSA 1 West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod would
44 be defined as **Inshore GOM**.

45

1 **When an Observer/Monitor is onboard.** The Sector Vessel may declare and fish in all Broad
2 Stock Areas, including the portion of BSA 1 defined as the Inshore GOM in section 5.04.
3

4 **When an Observer/Monitor is NOT onboard.**

5 If the Sector Vessel intends to fish West of the 70:15 in the area described in Section 5.04 of this
6 operation plan as the Inshore GOM, at any time during a trip, the vessel must declare BSA 1 only
7 and the Sector Vessel may not conduct any fishing activity outside of the area defined as BSA 1
8 for the entire trip.
9

10 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from
11 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore
12 GOM.
13

14 The Sector Manager and Sector Members will work together to determine how the declaration
15 requirements above will be completed using the existing VMS systems or an alternative third
16 party reporting system.