

1 **NORTHEAST COASTAL COMMUNITIES SECTOR**
2 **MEMBERSHIP AGREEMENT AND OPERATIONS PLAN**

3
4 **Fishing Years 2019 - 2020**

5
6 This Membership Agreement and Operations Plan ("Agreement") is entered into as of
7 this 27th day of September, 2018 by and among the permit owners who have signed this
8 Agreement on the signature pages hereto, and any other permit owners that are admitted
9 pursuant to the terms of this Agreement (each, a "Member" and, collectively, the
10 "Members").

11 **RECITALS**

12
13 **WHEREAS**, sectors, combined with a permit bank, offer the opportunity for fishermen
14 to preserve access to the groundfish fishery and to ensure a future for their coastal fishing
15 communities;

16
17 **WHEREAS**, Amendment 13 to the Northeast Multispecies Fishery Management Plan
18 (such amendment shall hereinafter be referred to as "Amendment 13" and the plan shall
19 be referred to as the "Plan") authorized the formation of sectors and authorized the
20 Regional Administrator of the National Marine Fisheries Service ("NMFS") to (i)
21 approve a proposal for the formation of such sector, (ii) approve a legally binding
22 operations plan and (iii) allocate a percentage of the total allowable catch of groundfish
23 species regulated by the Plan to the sector;

24
25 **WHEREAS**, Amendment 16 to the Plan ("Amendment 16") modified and expanded the
26 requirements established for sector formation and operations established by Amendment
27 13, and has been in effect since May 1, 2010.

28
29 **WHEREAS**, the New England Fisheries Management Council established procedures to
30 approve new sectors, and the Members elected to take advantage of the option to
31 participate in a sector and thereby: (i) rationalize their fishing effort by controlling the
32 pace of their fishing operations; (ii) increase the amount of product per ton of fish
33 harvested through more efficient harvesting practices; and (iii) improve their
34 conservation practices through a reduction in their incidental catch of non-target species
35 and through use of alternative gear types;

36
37 **WHEREAS**, the Martha's Vineyard Dukes County Fishermen's Association timely
38 submitted an application expressing interest in forming a sector known as the "Martha's
39 Vineyard Community Sector" and subsequently worked with the Maine Center for
40 Coastal Fisheries to develop a broader sector constituency in order to benefit Northeast
41 coastal communities;

42
43 **WHEREAS**, the Members desire to form the Northeast Coastal Communities Sector (the
44 "Sector") as a not-for-profit entity in full compliance with the Plan sector requirements in
45 order: (i) to obtain an aggregated sector allocation of groundfish species regulated by the
46 Plan, and to sub-allocate such aggregated sector allocation among the Members and/or
47 their permits and vessels, (ii) to participate in Special Access Programs ("SAPs") in
48 closed areas to the extent that such SAPs are available to the Sector and (iii) to take such
49 actions as may be necessary to ensure that the Sector, its Members and their vessels

1 conduct groundfish harvesting activities in compliance with the Plan and the Magnuson-
2 Stevens Fishery Conservation and Management Act (the "Act"), as amended from time to
3 time, and applicable regulations promulgated by NMFS;

4
5 **NOW, THEREFORE**, in consideration of the mutual benefits conferred by this
6 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Members
7 agree as follows:

8
9
10 **ARTICLE I - Representations and Warranties of the Members**

11
12 As of the date hereof, each of the Members represents and warrants to the other Members
13 and the Sector that:

14
15 **Section 1.01 Eligibility**

16 1.01.1. Each Member has been issued one or more valid limited access multispecies
17 permit(s) ("Permit") and intends to enroll the Permit(s) in the Sector.

18 1.01.2. The Member's Permit is based on documented landings of regulated species
19 between May 1, 1996, and April 30, 2007, which are the 1996 through 2006 fishing years
20 (such period of time shall hereinafter be referred to as the "Qualifying Period"). For the
21 purposes of this Agreement, the permit shall be deemed to include all harvesting rights,
22 privileges, or entitlements conferred by the permit on the permit holder, as well as all
23 fishing history associated with the permit in the subject fishery (the "Permit").

24 1.01.3. Each Permit which the Member intends to enroll in the Sector is listed on Exhibit
25 G to this Agreement.

26 1.01.4. Each Member has assigned its Permit to a Participating Vessel or confirmation of
27 permit history (CPH), which is also listed on Exhibit G with the corresponding Permit.
28 Notwithstanding the list of Participating Vessels set forth on the signature pages hereto,
29 for purposes of this Agreement, "Participating Vessel" shall mean the vessel to which a
30 Member's Permit applies at any given time.

31
32 **Section 1.02 Organization and Authority**

33
34 1.02.1. Each Member, to the extent that it is an entity, is duly organized, validly existing
35 and in good standing in its state of organization and has all authority, corporate or
36 otherwise, to enter into this Agreement on its own behalf and on behalf of the Permits
37 and the Participating Vessels that it represents.

38 1.02.2. This Agreement constitutes a legally valid and binding obligation of each
39 Member, enforceable against such Member in accordance with its terms.

40 1.02.3. Each Member represents that there are no restrictions or sanctions on the
41 Member, its Participating Vessel(s), or Permit(s) that would prevent the Member, its
42 Participating Vessels or Permits from enrolling in the Sector and/or complying with the
43 terms of this Agreement.
44

1
2 **ARTICLE II – Duty of Cooperation**

3 **Section 2.01 Sector Agreement and Its Purposes**

4 2.01.1. The Members acknowledge that the purpose of this Agreement is to enable the
5 Sector and its Members, subject to this Agreement, and consistent with the Articles of
6 Incorporation and the Bylaws of the Sector, to harvest an annual percentage of the Plan
7 Total Allowable Catch (“TAC”) pursuant to the Sector Allocation procedures of 50 CFR
8 section 648.87(a) et seq., as amended from time to time.

9 2.01.2. The Members acknowledge the proposed changes to the Plan and controlling
10 regulations, and the constant potential for changes in regulations in the intensively
11 regulated groundfish fishery, and the need to cooperate with potential changes to this
12 Agreement in order to adapt to those changes.

13 2.01.3. The Members agree to use good faith and all reasonable efforts to cooperate in
14 any needed changes to this Agreement and any Harvest Plan in order to secure NMFS
15 approval of the Sector, this Agreement, and any future Harvest Plan amendments, and in
16 order to comply with the terms of the Act and its implementing regulations.

17
18 2.01.4. The Members acknowledge that a primary purpose of this Agreement is to reduce
19 bycatch and to improve resource utilization. The Members acknowledge that fishing
20 practices can affect bycatch and resource utilization rates. Therefore, Members also
21 agree to use good faith and all reasonable efforts to conduct their fishing practices
22 responsibly, in a manner consistent with the overall goals of the Sector.
23
24

25 **ARTICLE III – Membership**

26 **Section 3.01 Voluntary Membership**

27 3.01.1. The Members acknowledge that participation in the Sector is completely
28 voluntary among the Members, their Permits and the related Participating Vessels.

29 3.01.2. Each Member acknowledges that the Member has had adequate opportunity to
30 consult with legal counsel concerning the terms of this Agreement and the obligations of
31 Members prior to execution of this Agreement.

32 **Section 3.02 Scope of Membership Obligations**

33 3.02.1. The obligations of the Members set forth in this Agreement shall only apply to
34 the Permits and Participating Vessels, and shall not extend to any other permits or vessels
35 owned by the Members that are not enrolled in the Sector pursuant to the terms of this
36 Agreement.

37 3.02.2. If a Member transfers its Permit from the Participating Vessel to a new vessel
38 during the term of this agreement, the new vessel shall be subject to the terms of this
39 Agreement.

1 3.02.3. The Members acknowledge and agree that the Sector and its Members may, from
2 time to time, be permitted to participate in certain Special Access Programs (each an
3 "SAP") and that it may be necessary to modify or expand the scope of the obligations
4 under this Agreement in order to ensure that the Sector and its Members comply with the
5 rules relating to each such SAP. Therefore, the Members agree to execute any
6 amendments to this Agreement subject to the approval of NMFS, which may reasonably
7 be requested by the Sector or the Sector Manager in order to comply with the rules
8 relating to any such SAP, including, without limitation, any amendments that expand the
9 scope of the Members' obligations hereunder to apply to vessels and/or permits that are
10 not enrolled in the Sector.

11 3.02.4. The Members shall comply with all terms of this Agreement and its Operations
12 Plan ("Operations Plan"), including, but not limited to, any Sector Harvest Plan adopted
13 by the Board or Sector Manager in order to comply with applicable Sector laws and rules
14 ("Harvest Plan"). The Operations Plan is comprised of the following Exhibits to this
15 Agreement:

- 16 a. Exhibit A - Penalty Schedule
- 17 b. Exhibit B – Harvest Plan and EA Information
- 18 c. Exhibit C – Sector Administration
- 19 d. Exhibit D – At Sea Monitoring Plan
- 20 e. Exhibit E – Dockside Monitoring Plan
- 21 f. Exhibit F – ACE Monitoring Plan
- 22 g. Exhibit G – Sector Roster and Contact Information
- 23 h. Exhibit H – List of Member Federal and State Permits
- 24 i. Exhibit I – Monitoring Service Provider Information
- 25 j. Exhibit J – Records Access Authorization
- 26 k. Exhibit K – Signatures

27 3.02.5. The Members shall cooperate and use their best efforts to ensure Sector
28 compliance with all applicable laws and rules.

29 3.02.6. The Members shall make all financial contributions and payments required by
30 this Agreement and by the Sector bylaws.

31 3.02.7. The Members shall cooperate fully with any Sector inquiry, investigation,
32 hearing or other proceeding to enforce the terms of this Agreement or to ensure
33 compliance with applicable laws or rules.

1 3.02.8. The Members agree to authorize the Sector to obtain records from NMFS
2 concerning the Member's fishing history and landings, and, by this Agreement, provide
3 the Sector with the authorization for NMFS record access attached as Exhibit J.

4 **Section 3.03 Length of Commitment**

5 3.03.1. Each Member hereby agrees to cause each of its Permits and the related
6 Participating Vessels to remain enrolled in the Sector for the term of this Agreement. (the
7 "Commitment Period").

8 3.03.2. If NMFS does not approve the Sector application and this Agreement, as the
9 same may be amended, for fishing year 2019-2020, then the obligation of such Member
10 under this Agreement shall terminate effective as of the date of the Sector's receipt of the
11 final decision by NMFS to disapprove the Sector application, and the Member will
12 remain in the common pool under the Plan.

13 3.03.3. If NMFS approves this Agreement and the Sector application, the Members may
14 renew this Agreement for application to future fishing years, upon terms and condition
15 acceptable to the Members. Each Member must express their interest in renewal of the
16 Agreement by December 2, 2020.

17 3.03.4. The Members may withdraw from this Agreement solely for the purpose of
18 remaining in the common pool of vessels under the Plan up until December 31, prior to
19 the start of the fishing year for which this Agreement is valid.

20 3.03.5. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that
21 each of its Permits and the related Participating Vessels must remain in the Sector for the
22 entire fishing year in which such Permits and/or Participating Vessels are enrolled in the
23 Sector, and that each Member's Participating Vessels may not fish outside the Sector
24 under a multispecies DAS program during any fishing year in which its Permits and/or
25 Participating Vessels are enrolled in the Sector. Notwithstanding anything to the
26 contrary in this Section, a Member may make an approved transfer of an enrolled Permit
27 or Participating Vessel pursuant to Section 3.02.2.

28 3.03.6. Each Member further agrees that if its Permit leaves the Sector for any reason
29 during the Commitment Period, (i) such Member shall be subject to the penalty or
30 penalties described on the Schedule of Penalties (as hereinafter defined) and (ii) such
31 Member, its Permit and the related Participating Vessel may be ineligible to participate in
32 the Sector for a period of five (5) years following the date of such departure from the
33 Sector.

34
35 3.03.7. In addition to the penalties described above, each Member further agrees that if
36 the Member, its Permits and Participating Vessels leave the Sector without the prior
37 written approval of the Sector Manager or the Board, or is expelled by the Board under
38 Article VIII, the departing Member's allocation under this Agreement must remain with
39 the Sector, as part of the Sector's ACE. In that event, the Board shall establish the
40 compensation for the unused portion of the departing Member's allocation as provided in
41 Section 5.01.9.

42 **Section 3.04 Transfers**

1 3.04.1. As long as a Member is a party to this Agreement, the member may choose to
2 sell their permit or lease their individual share of the Sector's allocation to another sector,
3 for the duration of the current fishing year provided that all Sector members shall have
4 the opportunity to match such written offers as described under section 3.05 'Right of
5 First Refusal'.

6 3.04.2. Any ACE lease by the Maine Center for Coastal Fisheries Permit Bank may be
7 subject to additional terms, such as gear type, vessel length, or use for research or SAP
8 programs.

9 3.04.3. As long as a Member is a party to this Agreement, the Member shall not sell, or
10 otherwise transfer the ownership in the Member's Permit unless (i) the Sector Board and
11 the Sector Manager provide written consent to transfer prior to the effective date of the
12 transfer; and (ii) the transferee agrees in writing to be bound by this Agreement for the
13 remainder of the fishing year in which such sale or transfer is to occur.

14 3.04.4. The Sector Board, in their sole discretion, may decide to approve a Permit
15 transfer.

16 **Section 3.05 Right of First Refusal (Administrative only)**

17 3.05.1. The Members of the Northeast Coastal Communities Sector shall have a right of
18 first refusal in the event of a Member's (Transferring Member) sale, lease, or other
19 transfer, in whole or part, of a Permit ("Transfer"), to any party who is not a Member of
20 the Sector ("Non-Member Transferee").

21 3.05.2. A Transferring Member must provide notice and opportunity to the Sector
22 Members, in order to purchase, lease, or otherwise acquire the Permit as provided in this
23 section. All notices to the Members and the Sector Board of Directors under this Section
24 shall be delivered in care of the Sector Manager. All communications sent by the
25 Members to the Transferring Member shall be copied to the Sector Board.

26 3.05.3. After receipt of a good faith, bona fide written offer ("Bona Fide Offer"), and
27 prior to any Permit Transfer, a Transferring Member shall provide written Notice of First
28 Refusal Right to the Sector Board of Directors and the Members.

29 3.05.4. The Sector Board of Directors shall reply in writing to the Transferring Member
30 within 5 calendar days ("Election Period") of receipt of the Transferring Member's
31 written Notice of First Refusal.

32 3.05.5. The Member may exercise its right to acquire the Permit or allocation by
33 delivering a written notice ("Election Notice") to the Transferring Member within the
34 Election Period. The Election Notice must offer terms identical to the written offer by
35 the Non-Member Transferee, or alternative terms acceptable to the Transferring Member.

36 3.05.6. In the event that the Member delivers an Election Notice, then the Transferring
37 Member shall schedule a closing with payment for, and delivery of, the Permit or ACE
38 lease, no later than 90 calendar days following the date of delivery of the Notice of First
39 Refusal Right to the Sector.

40 3.05.7. The Transferring Member agrees to enter into an agreement with the Member

1 containing all customary and reasonable representations, warranties, covenants, and
2 indemnities by the Transferring Member for the benefit of the Member.

3
4 3.05.8. In the event that the Sector elects not to exercise its Right of First Refusal, then
5 the Transferring Member is free to Transfer the Permit within ninety days to the proposed
6 Non-Member Transferee identified in the First Refusal Notice provided that the Transfer
7 is in on the same terms and conditions identified in the Notice of First Refusal to the
8 Sector. If the Transfer is not completed within ninety days, or if the Transfer is on
9 different terms and conditions than those outlined in the Notice of First Refusal Right, the
10 Transferring Member may not transfer the Permit without again complying with all terms
11 and conditions of this Section.

12 **Section 3.06 Membership Financial Obligations (Administrative only)**

13
14 3.06.1. Consistent with the Sector bylaws, the Sector may, to the extent necessary for the
15 payment of all capital and operating costs and expenses associated with the
16 establishment, administration and management of the Sector, require payments by the
17 Members of (i) application fees; (ii) enrollment fees; (iii) annual membership dues; and
18 (iv) supplemental or special fee assessments.

19
20 **ARTICLE IV – Administration**

21 **Section 4.01 Sector Manager (Administrative only)**

22 The Board of Directors (the "Board") of the Sector shall appoint a manager of the Sector
23 (the "Manager"), who shall report to the Board. For the purposes of National Marine
24 Fisheries Service (NMFS) service of process, the Northeast Coastal Communities Sector
25 lists Patrick Shepard as the Sector representative and contact person. Jason Joyce, the
26 Sector's President may also act on the Sector's behalf.

Name	Position	Phone	Email
Patrick Shepard	Manager		
Jason Joyce	President		

27
28 **Section 4.02 Manager Responsibilities and Authority**

29 4.02.1. The Manager shall be responsible for management of the day-to-day business of
30 the Sector and to act as its designated agent for service of process.

31 4.02.2. The Manager shall have the authority to take all actions as may be necessary to
32 ensure compliance by the Members, their Permits, and their Participating Vessels, with
33 this Agreement and Harvest Plans, as well as applicable laws and rules for Sector
34 governance, including, but not limited to:

- 35 a. calculate and inform each vessel owner of their annual allocation of the
36 Sector's ACE for each stock for the year;

- 1 b. oversee compliance with the Sector Operations and Harvest Plans, including
2 administration of all required monitoring programs, including, but not limited to,
3 monitoring of catch and discards by stock and location for each vessel in the
4 Sector relative to the ACE for each groundfish fishery stock to the Sector;
- 5 c. maintain current calculations of individual Member and aggregate Sector
6 landings and discards of all multispecies stocks relative to the Sector's ACE and
7 report those calculations to NMFS weekly, or more frequently as required under
8 special Harvest Plans;
- 9 d. serve as the official liaison between the Sector and NMFS, and maintain
10 effective and regular communications with NMFS and Sector Members regarding
11 Sector and individual Member progress towards full harvest of their respective
12 allocations for each species. The Manager shall also prepare an annual Sector
13 report to NMFS consistent with any applicable NMFS requirements;
- 14 e. develop special Harvest Plans as anticipated by the Operations Plan or as
15 directed by the Board of NMFS in order to ensure compliance with allocation
16 limits by the Sector and its Members;
- 17 f. conduct and track all trading, buying and selling of allocations among Sector
18 Members and any ACEs between Sectors;
- 19 g. trade, buy, or sell ACEs in whole or part
- 20 h. report to all Members on the decision to distribute any reserve that has been set
21 aside under the Operations Plan;
- 22 i. issue a *stop fishing order* which shall apply to all Members if there are
23 reasonable grounds to determine that the Sector may have exceeded, or is in
24 imminent danger of exceeding, the Sector's ACE for a given stock;
- 25 j. issue a *stop fishing order* to any individual Sector Member if there are
26 reasonable grounds to determine that the Member has caused, or is in imminent
27 danger of causing, the Sector to violate its obligations under this Sector
28 Agreement or any Harvest Plan, or that the Member has violated this Agreement;
- 29 k. seek any judicial remedy, including, but not limited to a temporary restraining
30 order, a preliminary injunction, or any other equitable remedy, against any
31 Member in order to enforce the terms of this Agreement or a Harvest Plan. This
32 authority shall apply regardless of whether the violating Member is seeking
33 reconsideration of the Sector Manager's enforcement decision under this
34 Agreement;
- 35 l. in addition to issuing a stop fishing order upon reaching an ACE limit as stated
36 in letter "i" above, lease additional ACE from outside the Sector as needed to
37 cover overages, and/ or to enable the Sector to continue fishing; and
- 38 m. any other duties delegated by the Board of Directors.

39 **Section 4.03 Infractions Committee**

1 4.03.1. The Board shall appoint an Infractions Committee of at least three Board
2 members (the "Infractions Committee") as provided in the Sector Bylaws.

3 4.03.2. The Infractions Committee shall ensure the fair, consistent and appropriate
4 enforcement of this Agreement, any other adopted under the terms of this Agreement or
5 the Sector's Bylaws, or any other Sector requirements.

6 4.03.3. The Infractions Committee shall have the authority, on its own initiative or at the
7 request of the Board, the Manager, or a Member, to open an investigation or undertake
8 enforcement measures against any Member in order to address violations of the
9 Agreement, any Harvest Plan adopted under the terms of this Agreement or the Sector's
10 Bylaws, or any other Sector requirements, as well as non-payment of any financial dues
11 or assessments by Members consistent with the provisions of Article VII "Enforcement."

12 4.03.4. The Infractions Committee shall adhere to the procedures set forth in Article VII
13 "Enforcement."

14 4.03.5. The Infractions Committee may request that the Manager undertake any
15 additional monitoring or investigations and recommend any appropriate sanctions in
16 order to assist the Infractions Committee in its work.

17 4.03.6. The Infractions Committee shall prepare and recommend for the Board's
18 approval a schedule of penalties, which shall be similar in form to Exhibit A hereto (the
19 "Penalty Schedule"), for any unauthorized or unlawful fishing activities under applicable
20 laws or rules, or for any violations of this Agreement, a Harvest Plan, or other Sector
21 requirements as may be adopted under the terms of this Agreement or the Sector's
22 Bylaws. These recommended provisions shall be submitted to the Board for its
23 consideration during adoption of a Penalty Schedule in a membership and operations plan
24 for the next fishing year.
25

26 **Section 4.04 Member Violation Reporting Responsibility**

27 Members are responsible for reporting any suspected violations of this Agreement, a
28 Harvest Plan, or other Sector requirements by another Member to the Infractions
29 Committee.

30 **ARTICLE V – Allocation**

31 32 **Section 5.01 Annual Distributions and Transfers**

33 5.01.1. Each Member hereby acknowledges and agrees that the portion of the Total
34 Allowable Catch ("TAC") allocated by NMFS to the Sector (the "Annual Catch
35 Entitlement" or "ACE") shall be harvested in accordance with the Harvest Plan which is
36 set forth as Exhibit B hereto, or as subsequently adopted or amended by the Board or
37 Sector Manager in order to comply with applicable Sector laws and rules.

38 5.01.2. Each Member agrees to cause its Participating Vessels to, exercise all
39 commercially reasonable efforts to (i) assist in harvesting the regulated species in an
40 amount equal to, but not greater than, the ACE, consistent with the applicable Harvest
41 Plan, and (ii) to comply with all of the other Sector requirements set forth in this
42 Agreement.

1 5.01.3. The initial Harvest Plan allocates a portion of the Sector's ACE to each Member
2 in an amount equal to the Member's Potential Sector Contribution minus a reserve of up
3 to ten percent, established by the Board consistent with the provisions of this Article.

4 5.01.4. If the Sector ACE is adjusted upward or downward after the commencement of
5 the fishing year, the Board shall have the authority to revise the Harvest Plan and to
6 recalculate the Member allocations to reflect the adjustment and to assure compliance
7 with the Sector ACE and Member allocations.

8 5.01.5. If the Board determines that the ACE may not be fully harvested during the
9 fishing year, the Board may, subject to the Reserve Provisions of this Article, revise the
10 Harvest Plan, recalculate the Member allocations, and lease the unutilized ACE
11 consistent with applicable NMFS laws and rules, in order to ensure that the ACE is fully
12 harvested.

13 5.01.6. Members may arrange transfer of their allocations to another Sector Member at
14 any time during the year, with the prior approval of the Sector Manager.

15 5.01.7. The Sector Manager may arrange for transfer of ACE between or among Sectors
16 at any time during the year. The Sector Manager, at the request of a Sector Member may
17 arrange for transfer of their unused allocation to another Sector Member or another
18 Sector at any time during the year.

19 5.01.8. The Sector will cooperate with the Permit Bank operated by the Maine Center for
20 Coastal Fisheries in order to obtain additional ACE to benefit the Sector, but the Maine
21 Center for Coastal Fisheries reserves the right to direct the ACE to Members selected by
22 the Center, at the Center's sole discretion.

23 5.01.9. In the event of a Member non-approved withdrawal during the Commitment
24 Period under Section 3.03.6, or the expulsion of a Member by the Board under Section
25 8.03.6, the Board, in its sole discretion, shall establish a fair compensation for the
26 Member's unused allocation of the Sector ACE, taking into account the following
27 factors: (i) the ability of the Sector's Members to use the allocation; (ii) the ability to
28 trade the allocation within the Sector or with other Sectors; (iii) any other third party
29 arm's-length transaction price for transfer of the same stock allocations; and/or (iv) the
30 price actually obtained by Sector Members for fish landed using the re-allocation of the
31 departing Member. Prior to payment of the Board-established compensation to the
32 departing or expelled Member, the Board may set-off from the amount of the
33 compensation all administrative costs incurred by the Sector or its Members in
34 negotiating and closing the transfer transaction, or in defense of any litigation pertaining
35 to the departing Member's withdrawal or expulsion, or the underlying cause of
36 withdrawal or expulsion. The Sector shall not be obligated to reimburse the departing or
37 expelled Member if the Sector or its Members do not utilize, or do not realize a profit
38 from, the unused allocation of the departing or expelled Member.

39 **Section 5.02 Reserve (Administrative only)**

41 5.02.1. Each Member agrees that the Board may, in its sole discretion, establish a reserve
42 for one or more species under the Sector ACE in order to ensure that the Sector remains
43 in compliance with its ACE limit for that species; provided, however, that such reserve
44 shall not exceed ten percent of the ACE for that species.

1 5.02.2. The amount of the reserve shall be deducted from the ACE before such ACE is
2 allocated among the Members, their Permits and their Participating Vessels through the
3 Harvest Plan.

4 5.02.3. When the Sector as a whole approaches or reaches 90% of any of the Sector's
5 ACEs, the Sector Manager shall notify all Members and NMFS of the harvest status. The
6 Sector Manager shall require all Members who are actively fishing to report on catch
7 daily in order to ensure that the Sector ACE is not exceeded and shall report daily to
8 NMFS on the harvest status.

9 **Section 5.03 Distribution of Reserve (Administrative only)**

10 5.03.1. If the Manager, subsequent to the establishment of a reserve pursuant to Section
11 5.02 hereof, determines that the ACE, as adjusted pursuant to Section 5.02, will be fully
12 harvested by the Participating Vessels, the Board shall release and authorize the
13 harvesting of the reserve by the Members, their Permits and their Participating Vessels.
14 Alternatively, the Manager may decide to carry that reserve forward into the next fishing
15 year.

16 5.03.2. The Manager may pursue the purchase of additional ACE where appropriate to
17 assist in reserve distribution adjustments.

18 5.03.3. The Manager may institute more restrictive monitoring and reporting by
19 Members, or otherwise amend the Harvest Plan, in order to ensure that the Sector ACE is
20 not exceeded. Amendments to the Operations Plan will not be valid without approval
21 from the National Marine Fisheries Service.

22
23
24 **ARTICLE VI – Catch Monitoring and Verification, Certain Other Membership**
25 **Requirements**

26 **Section 6.01 Participating Vessel Catch Reports**

27 6.01.1. To enable each Member and the Sector to monitor the Members' compliance
28 with this Agreement, each Member agrees to report each of its Participating Vessels'
29 entire catch on a landing-by-landing basis, by providing the Sector Manager with a
30 signed electronic copy of the official Vessel Trip Report ("VTR") or other reporting
31 document authority by NMFS at least within 12 hours of offloading fish, or even sooner
32 if required by a Harvesting Plan adopted by the Sector. The Members shall use the
33 reporting form approved by the Sector Manager.

34 6.01.2. The Sector Manager shall maintain copies of all submitted forms.

35 6.01.3. The Sector Manager shall provide Members with periodic updates on the status
36 of the Sector's progress toward full harvest of its ACE and on the individual Member's
37 status toward full harvest of the Member's allocation, as directed by the Board, or upon
38 request of a Member.

39 6.01.4. The Sector Manager shall provide copies to NMFS of the VTR, or other
40 reporting documents required by NMFS, each Thursday, together with the Sector's ACE
41 catch status ("Aggregate Reports").

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

An alternative threshold for triggering daily reporting may be implemented if agreed upon by the sector and NOAA Fisheries.

Section 6.02 Dealer Sales and Reporting

6.02.1. Each Member agrees to sell the catch of its Participating Vessels only to a federally registered dealer.

6.02.2. Each Member agrees to sell the catch of its Participating Vessels only in the specific ports listed in the Exhibit F – Annual Catch Entitlement Monitoring Plan, subject to the specific exceptions noted for safety and weather in the Safe Harbor Protocol in Section 6.02.3.

6.02.4. Each Member shall require the dealer to provide the Sector Manager with a copy of the official dealer weigh out slip or other official reporting document required by NMFS on Tuesday of each week.

6.02.5. Each Member acknowledges that it is the Member's responsibility to ensure timely dealer reporting in accordance with this Agreement, and any failure of the dealer to timely deliver the reports for a Member's Participating Vessel shall be deemed a breach of this Agreement by such Member.

Section 6.03 Catch Verification

6.03.1. The Sector Manager, on a continuing and frequent basis, shall compare and verify catch from a Member's Participating Vessel VTR with the dealer weigh out slips or other required reporting documents for every trip. The Sector Manager may also refer to other information sources, such as hail reports in verifying Member catch data. Where the Sector Manager determines that there is conflicting information among these reports, the Manager shall rely upon the dealer reports as the most reliable source of landings data.

6.03.2. If Sector Manager identifies a discrepancy, he shall contact the Member and attempt to resolve the discrepancy as soon as possible.

6.03.3. If Sector Manager is unable to resolve the discrepancy, he shall notify the Infractions Committee and take any appropriate action for resolution of the discrepancy.

6.03.4. Members must cooperate fully with Sector Manager requests for information to resolve the discrepancy. Each Member agrees to cooperate fully with any requests for information or data that are made by the Sector Manager or the Infractions Committee in an effort to resolve such discrepancy.

6.03.5. The Manager shall provide NMFS on a quarterly basis a report on any discrepancies and any corrective actions that were taken to verify and reconcile the discrepancy.

Section 6.04 Catch Monitoring

All Participating Vessels shall hail “trip end” to NMFS and the Sector Manager.

Section 6.05 Landing Port Exceptions/Safe Harbor Protocol

To promote safety at sea, the Sector sets forth the following protocol for variance from the landing ports listed. If for reasons beyond a vessel operators control such as severe weather, mechanical failures, compromised hull integrity, instances of pump failures and danger of sinking, crew injury or life threatening illness and any other emergency situations that may arise, a sector vessel may enter a port other than those listed as “Landing Ports” to ensure the safety of the vessel and its crew. In the event that a Sector Vessel must utilize this safe harbor protocol, they must notify their Manager and NMFS OLE of when and where they had to seek safe harbor within 6 hours of this entering the port.

Participating Vessels may land at ports not listed in Exhibit B – Annual Catch Entitlement Monitoring Plan, on a temporary, case-by-case basis, subject to prior approval of Sector Manager.

Section 6.06 Dockside Monitoring

[RESERVED]

Section 6.07 Proof of Sector Membership

Upon approval, each sector vessel will be issued a Letter of Authorization (LOA) specifying the exemptions granted. Vessels must comply with all requirements stipulated in the LOA and all applicable Federal regulations and laws not specifically exempted in the LOA.

The Sector Members shall carry on board at all times the NMFS letter of authorization verifying Member participation in the Sector.

Section 6.08 Gear and Area Restrictions

The Members acknowledge and agree that in order to ensure compliance with the Sector’s ACE, the Board may amend the initial Harvest Plan during the fishing season in order to establish gear and/or geographic area restrictions for Member harvest activities. The gear and area restrictions may be designed to minimize the harvest of certain targeted species.

Section 6.09 Operators

6.10.1. Member agrees to ensure that any operator of the Member’s Participating Vessels fully comply with the obligations and restrictions set forth in this Agreement.

6.10.2. Member agrees that the Member is responsible for the actions of Participating Vessel operators that result in a violation of this Agreement.

ARTICLE VII – Enforcement

Section 7.01 Agreement Enforcement

7.01.1. The Member agrees that Sector may enforce this Agreement.

7.01.2. The Members agree that a Member may seek enforcement of this Agreement by bringing any violation or breach of the Agreement or any Harvest Plan to the attention of the Sector Manager, the Infractions Committee, or the Board.

7.01.3. Each Member shall cooperate in all actions and execution of documents to give effect to enforcement procedures of this Agreement.

Section 7.02 Procedures for Investigations and Enforcement Actions

7.02.1. Upon discovery of a potential Member violation, or receipt of a violation report, the Sector Manager may contact the suspected offender to determine if a violation did occur, or may undertake additional investigation to determine whether the suspected violation did occur.

7.02.2. The Sector Manager shall hold a hearing to provide an opportunity for the suspected offender to submit evidence or explanations concerning the alleged violation and to offer reparations as appropriate. However, this hearing shall not delay a stop fishing order, or any temporary restraining order, injunction, or other equitable relief by the Sector, its Manager or Members designed to ensure compliance with this Agreement, the Operations Plan, or Other Sector Requirements.

7.02.3. The Sector Manager shall issue a written decision explaining the basis of the Manager's enforcement decision.

7.02.4. An aggrieved Member may file an appeal of the Sector Manager enforcement decision within seven days of the written decision by delivering a written statement of the appeal and its basis. The Member must supply all written documents it plans to rely upon in its appeal to the Infractions Committee.

7.02.5. The Infractions Committee shall hold a hearing within seven days of an appeal to consider any appeal to the Infractions Committee, and shall issue a written decision explaining the rationale for its decision. The Infractions Committee may affirm, overrule, or modify the Sector Manager decision.

7.02.6. If, upon the conclusion of such investigation and hearing, the Infractions Committee determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Plan, or other Sector requirements has occurred, the Infractions Committee may, in addition to the imposition of any penalties prescribed in the Schedule of Penalties, invoke sanctions, ranging from letters of warning to reductions in allocation to the Member, its Permits and its Participating Vessels by the

Sector, or issue stop fishing orders. The Infractions Committee shall exercise all reasonable efforts to ensure that penalties and settlements are commensurate with the nature and extent of the violation, are designed to further the purposes of the Plan and are uniform with those reached in similar circumstances.

7.02.7. A violating Member shall have five business days following the date of the Infraction Committee's decision to request reconsideration of the enforcement decision and/or to propose an alternative form of penalty. The Infractions Committee may review the request, and revise its original decision consistent with the requirements of this Article.

7.02.8. The Infractions Committee may instruct the Sector Manager to undertake any needed judicial or other proceedings in order to enforce an Infractions Committee decision.

7.02.9. In extreme cases of non-compliance, or in cases of nonpayment of Member fees, the Infractions Committee may recommend the expulsion of a Member to the Board, after notice to the Member and opportunity for a hearing before the Infractions Committee. The Article VIII procedures for expulsion shall control this proceeding.

Section 7.03 Sector Member Liability for NMFS Enforcement

7.03.1. The Members acknowledge that Amendment 16 of the Plan requires that Members are jointly and severally liable in three situations for a NMFS enforcement action against the Sector for violations of the following Sector operations plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and (iii) misreporting of catch (landings or discards).

7.03.2. The Members agree to be jointly and severally liable to NMFS in three situations for a NMFS enforcement action against the Sector for violations of the following Sector operations plan requirements: (i) ACE overages; (ii) discarding of legal-sized fish; and (iii) misreporting of catch (landings or discards).

7.03.3. The Sector Member or Members who are responsible for the actions giving rise to the NMFS enforcement action shall indemnify and hold harmless the Sector and other non-responsible Sector Members as provided in Section 7.08.

Section 7.04 Injunctive Relief

7.04.1 The Members acknowledges that violation of this Agreement or Harvest Plan by one of more Members or Participating Vessels that causes Sector to exceed its ACE or otherwise to violate NMFS laws and rules applicable to Sectors could subject the Sector and its Members to joint and several liability to NMFS for certain violations determined by Amendment 16 to the Plan.

7.04.2. The Members acknowledge that Sector monetary resources could be insufficient to meet penalties assessed.

1 7.04.3. The Members acknowledge and agree that each of them will comply with any
2 stop fishing order issued by the Sector Manager or the Board, even if the Member has not
3 yet utilized its individual allocation from the Sector.

4 7.04.4. The Members agree that if a Member or its Participating Vessels fail to comply
5 with such stop fishing order, the Sector Manager and the Sector shall have the authority
6 to obtain a temporary restraining order, injunction, or other equitable relief against the
7 non-compliant Member to give effect to such stop fishing order.

8 7.04.5. The Members and the Sector shall have the right to have any provision of this
9 Agreement specifically enforced, through temporary restraining order, injunction, or
10 other form of equitable relief, subject to the alternative dispute provision requirements of
11 this Article.

12 **Section 7.05 Penalties and Attorney's Fees**

13 7.05.1. The Penalty Schedule for the fishing season is established in Exhibit A.

14 7.05.2. To extent the Penalty Schedule applies, the Sector and its Members waive any
15 claims to actual, direct, or indirect damages, and instead agree that payment of the
16 penalty amounts set forth on the Schedule of Penalties and costs of enforcement shall be
17 their sole remedy for breaches of this Agreement, except that each non-violating Member
18 retains the right to seek indemnification against the Sector or its Members for any
19 damages incurred by that non-violating Member due to its joint and several liability
20 under this Agreement.

21 7.05.3. Any penalties imposed by this Agreement shall be in addition to, and not instead
22 of, any other potential federal or state penalties imposed upon that Member.

23 7.05.4. In connection with any judicial proceeding related to this Agreement, the non-
24 prevailing party shall pay the prevailing party's reasonable attorneys fees and costs of
25 litigation associated with the proceeding.

26 **Section 7.06 Application of Fines, Penalties and Damages (Administrative only)**

27
28 The Sector shall apply all penalties, costs and damages collected under this Agreement to
29 defraying the costs of enforcement, or to the costs of defense of the Sector or non-
30 violating Sector Members against a NMFS enforcement action or related indemnification
31 action, and then to costs of Sector administration, operations and maintenance, and
32 finally to a capital reserve fund

33 **Section 7.07 Alternative Dispute Procedures (Administrative only)**

34 7.07.1. With the exception of an action for injunctive relieve by the Sector, its Managers,
35 or the Board to enforce a stop fishing order or otherwise protect the Sector from violation
36 of the Sector's ACE or other applicable Sector laws and rules, or of a Board order to
37 expel a Member under Article VIII, neither the Sector nor its Members may commence
38 judicial proceedings to enforce the terms of this Agreement without first completing

1 Alternative Dispute Resolution proceedings in order to resolve the dispute.

2
3 7.07.2. The Board may select an independent mediator to mediate the dispute within
4 fifteen days of appointment, or the parties may agree upon a mutually agreeable
5 alternative.

6
7 **Section 7.08 Indemnification (Administrative only)**

8 7.08.1. Each Member who violates this Agreement (Indemnitor) agrees to indemnify,
9 defend, and hold harmless the Sector and other Sector Members (Indemnatee) with regard
10 to their losses arising from third party claims or governmental proceedings brought
11 against or involving the Indemnatee, which is based on or relates to such Indemnitor's
12 violation of this Agreement, Harvest Plan or other Sector law or rule.

13 7.08.2. Indemnification obligations of Indemnitor to the Sector or other Sector Members
14 are several and not joint and several.

15 7.08.3. "Losses" for the purposes of this Article shall mean all claims, liabilities,
16 obligations, judgments penalties, expenses fees costs, or amounts paid in settlements, in
17 connection with investigating, defending or settling claims.

18 7.08.4. The indemnification obligations under this Article survive any expulsion of a
19 Member pursuant to Article 8.

20
21 **ARTICLE VIII – Expulsion of Members**

22
23 **Section 8.01 Cause**

24 8.01. The Members agree that a Member and its Permit(s), and Participating Vessel(s)
25 may be expelled from the Sector if: (i) the actions of a Member or its Participating Vessel
26 seriously undermine and threaten the existence of the Sector; (ii) the actions of such
27 Member and/or its Participating Vessel (or operators of participating Vessel) have
28 exposed other Members of the Sector to monetary penalties or Losses; (iii) Such
29 Member has been convicted of a serious crime; (iv) Such Member has not paid all its
30 financial obligations to the Sector under this Agreement; or (v) a Member violates a
31 Sector Manager's stop fishing order.

32
33 **Section 8.02 Procedure**

34 8.02.1. A Member may submit a written request to the Infractions Committee or to the
35 Board for expulsion of a Member, its Permit, or a Participating Vessel from the Sector,
36 including any supporting factual basis for request, with relevant documentation
37 ("Expulsion Request"). The Infractions Committee also may undertake an expulsion
38 proceeding on its own initiative or at the Board's request.

39 8.02.2. The Infractions Committee shall conduct an investigation and hearing, consistent
40 with the procedures set forth in Article VII "Enforcement," and shall prepare a written

1 recommendation for the Board's consideration, with a rationale for the recommendation
2 within ten days of the receipt of an Expulsion Request.

3 8.03.3. The Board shall meet within ten days of the Infraction Committee's
4 recommendation to discuss and vote whether to approve the Infractions Committee
5 written recommendation. The Board may consider any written submittal or oral
6 testimony of the Member who is the subject of the recommendation, as well as any
7 written or oral testimony offered by Members on the issue at its meeting. The Board
8 shall issue a written decision to explain its rationale for the decision.

9 8.02.4. An affirmative vote of seventy-five percent of all Board members is required for
10 a decision to expel a Member, its Permits, or a Participating Vessel.

11 8.02.5. A Board decision to expel a Member is effective immediately upon the affected
12 Member's receipt of notice of the Board's decision.

13 8.02.6. As required by 50 CFR Part 648.87, or any successor provision, a Member, its
14 Permits, or Participating Vessels expelled during a fishing year may not fish outside of
15 the Sector under a multispecies DAS program during the remainder of such fishing year.
16 The Sector shall retain the expelled Member's allocation share of the Sector's ACE and
17 may redistribute that allocation among its Members. The Sector may compensate the
18 expelled Member for use of the unused allocation consistent with the provisions of
19 Section 3.03.7.

20
21 8.02.7. The Sector Manager shall notify NMFS immediately of any Member expulsion
22 decision by phone followed by certified mail."

23 24 **ARTICLE IX – Term/Termination**

25 26 **Section 9.01 Term**

27 The effective date of this Agreement shall be the date of the Regional Administrator's
28 approval of this Agreement under 50 CFR Part 648.87 and the Agreement shall remain
29 effective until the termination date on the last day of the 2019 fishing year in April 2020
30 (the "Term").

31 32 **Section 9.02 Extension**

33 The Term of this Agreement may be extended by the written consent of the Members.
34 Such written consent to extend the Term of this Agreement shall be delivered at least 20
35 calendar days in advance of the date by which the Sector's Operations Plan and
36 Agreement for the upcoming fishing year must be submitted to NMFS.

37 38 **ARTICLE X – Miscellaneous**

39 40 **Section 10.01 Entire Agreement**

41 This Agreement and its Exhibits, as well as any other document incorporated by

reference, 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 the subject matter hereof.

Section 10.02 Succession and Assignment

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

Section 10.03 Counterparts

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

Section 10.04 Notices

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

Section 10.05 Governing Law

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

Section 10.06 Change in Law

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

Section 10.07 Consent to Jurisdiction and Venue

Subject to and without limiting the alternative dispute resolution procedures set forth in

1 Article 7, each of the Members consent to the exclusive jurisdiction and venue of the
2 federal district court in Portland, Maine or, if said court does not have jurisdiction, in
3 such courts in the State of Maine that do have jurisdiction, for adjudication of any suit,
4 claim, action or other proceeding at law or in equity relating to this Agreement. Each of
5 the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue
6 of the aforesaid courts and waives any objection as to venue, and any defense of *forum*
7 *non conveniens*.

8
9 **Section 10.08 Amendments and Waivers (Administrative only)**

10 No amendment of this Agreement shall be valid unless the same shall be in writing and
11 signed by each of the Members and approved by NMFS.

12
13 **Section 10.09 Severability (Administrative only)**

14 Any term or provision of this Agreement that is held invalid or unenforceable in any
15 situation shall not affect the validity or enforceability of the remaining terms and provisions
16 hereof or the validity or enforceability of the offending term or provision in any other
17 situation.

18
19 **Section 10.10 Expenses (Administrative only)**

20 Except as otherwise provided herein, each of the Members shall bear its own costs and
21 expenses (including legal and accounting fees and expenses) incurred in connection with
22 this Agreement.

23
24 **Section 10.11 Incorporation of Exhibits and Other Documents**

25 The Exhibits identified in this Agreement are incorporated herein by reference and made
26 a part hereof.

EXHIBITS

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- a. Exhibit A - Penalty Schedule
- b. Exhibit B – Harvest Plan and EA Information
- c. Exhibit C – Sector Administration
- d. Exhibit D – At Sea Monitoring Plan
- e. Exhibit E – Dockside Monitoring Plan
- f. Exhibit F – Annual Catch Entitlement Monitoring Plan
- g. Exhibit G – Sector Roster and Contact Information
- h. Exhibit H – List of Sector Member Federal and State Permits
- i. Exhibit I – Monitoring Service Provider Information
- j. Exhibit J – Records Access Authorization
- k. Exhibit K – Signatures

1 **EXHIBIT A: PENALTY SCHEDULE**

PENALTY SCHEDULE			
VIOLATION	FIRST	SECOND	THIRD
VIOLATIONS REGARDING APPLICATIONS, REPORTING, DOCUMENTATION, AND CERTAIN OPERATIONS PLAN REQUIREMENTS			
All Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; late or non-reporting; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; providing false statements or failing to comply with VMS/DAS requirements; and for violations of the Operations Plan not otherwise covered under this schedule.	Up to \$500 (and/or stop fishing order)	\$500-\$1,000 (and/or stop fishing order)	\$1,000 + (and/or stop fishing order)
VIOLATIONS OF ANNUAL CATCH ENTITLEMENT OVERAGES			
Violations of an annual catch entitlement (ACE) limit on any stock at any time.	Up to \$500	Up to \$1,000	Up to \$2,500 and forfeiture of catch
VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS			
All violations involving time and area restrictions, including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and Days at Sea violations.	\$2,000-\$50,000 (stop fishing order for 30 days and forfeiture of catch)	\$10,000-\$100,000 (stop fishing: remainder of fishing year, catch forfeiture)	Expulsion (and forfeiture of catch)
VIOLATIONS REGARDING MEMBERSHIP COMMITMENT			
Violation of Section 3.03 provisions concerning the Length of Commitment to the Sector	\$10,000	N/A	N/A
VIOLATIONS THAT PLACE THE SECTOR AGREEMENT AT RISK			
All violations of the Membership Agreement and Operations Plan that could cause the Sector to violate its NMFS approved ACE or Operations Plan, including, but not limited to, a violation of a stop order, entering a closed area, transfers of fish between a non-Sector vessel and a Sector vessel, subverting the reporting requirements (misappropriating landings).	Up to \$50,000 (stop fishing order for remainder of fishing year, and forfeiture of catch)	Expulsion (and forfeiture of catch)	
VIOLATIONS SPECIFIC TO INDUSTRY FUNDED ASM PROGRAM			
All violations regarding industry funded ASM program including intimidation of monitor, monitor refusal, non-payment of ASM fees, not conforming to the cancellation policy or interfering with vessel selection.	Up to \$500 (and/or stop fishing order)	\$500-\$1,000 (and/or stop fishing order)	\$1,000 + (and/or stop fishing order)

EXHIBIT B: HARVEST PLAN AND EA INFORMATION

Summary of [SECTOR NAME] and Operations Plan for Fishing Year 2019-2020		
	Sector Parameters	Description
1	Primary Fishing Locations (Broad Stock Areas)	GOM, George's Bank, Southern New England
2	Gear	Trawl: 1 (4%) Hook Gear: 8 (32%) Gillnet: 0 (0%) Pot/trap: 16 (64%)
3	Primary homeports and landing ports	ME: Boothbay Harbor, Eliot, Jonesport, Matinicus, Round Pond, Stonington, Swan's Island, Tenants Harbor, Winter Harbor, MA: Newburyport, Marshfield, Sandwich NH: Portsmouth
4	Secondary homeports and landing ports	ME: Bar Harbor, Beals Island, Eliot, Five Islands, Northeast Harbor, Pembroke, Saco, South Bristol, Southport MA: Brant Rock, Chilmark, Menemsha, Plymouth NH: Rye
5	Number of participants (Due no later than 28 days [4 weeks] after PSC letters are issued to vessel owners.)	Total Permits Enrolled in Sector: TBD Number of Active Vessels ^a : TBD
Note: ^a Active vessels are those enrolled in this sector that intend to land groundfish.		

Harvest rules

The Members and the Participating Vessels of the Northeast Coastal Communities Sector agree to be legally-bound to follow the Operations Plan and Harvesting Rules for the 2015 fishing year as described herein, notwithstanding those rules and regulations applicable to common pool Multispecies vessels.

I. Monitoring

1. **Sector Call-In**: Each Participating Vessel must notify the Manager or his designated representative within 24 hours prior to departing from port when using fishing gear capable of catching the allocated stocks.

II. Quota management

1. **Annual Catch Entitlement ("ACE")**: The portion of the Plan TAC for each species that has been allocated to the Sector by NMFS. The Members agree that they will not collectively harvest more than the Sector ACE for each stock and that once the annual ACE for a stock is reached, no Member will fish commercially with any fishing gear capable of catching such fully harvested stock. The annual ACE for any stock may be increased or decreased after initial NMFS ACE decision by means of ACE transfers between Sectors as provided in the Membership Agreement and Operations Plan ("Agreement").

2. Weekly and monthly allocation of all stocks quota targets: The Board of Directors may establish monthly, weekly, or trip target quotas to slow down harvest rates. If such target quotas are imposed, Sector Members agree to adjust their fishing operations to avoid exceeding these quotas.
3. Full retention: All legal size allocated stocks harvested during any fishing operation must be retained, landed and counted against the Sector's Aggregate Allocation.

III. Administrative

1. DAS Transfer/Lease: A Member, its Permit and Participating Vessel may not transfer or lease DAS to any non-Sector or Sector Member, Permit, or Participating Vessel during the Commitment Period in which the Participating Vessel and/or Permit is enrolled in the Sector except in accordance with the transfer provisions of the Agreement.

IV. Gear requirements

1. Gear Restriction: Vessels will use otter trawls, hooks or gillnets.
2. Hook Size: All tub trawl and longline hooks must be 12/0 circle hooks or larger unless an exemption is approved for the 2019-2020 fishing years. (Handline hooks have no minimum size.) For these purposes, a "circle hook" is defined as a hook with the point turned back towards the shank and the barbed end of the hook is displaced (offset) relative to the parallel plane of the eyed-end, or shank of the hook when laid on its side.
3. Mesh size: All otter trawl mesh must be 6 ½ inch mesh or larger.
4. Spawning Season Restrictions: Sector Vessels are not required to adhere to the seasonal closure on Georges Bank (May 1 through May 31). Participating vessels are exempt from existing "rolling closures" with the exception of the designated inshore spawning areas, including the Whaleback Ridge closure. However, all vessels need to abide by new spawning closures as defined in Amendment 16.
5. Operating Area: Participating vessels will fish in the Gulf of Maine, George's Bank, and Southern New England using fishing gear capable of catching allocated stocks under the Plan.

V. Exemptions requested

- 1 120-day block out of the fishery required for Day gillnet vessels
- 2 20-day spawning block out of the fishery required for all vessels

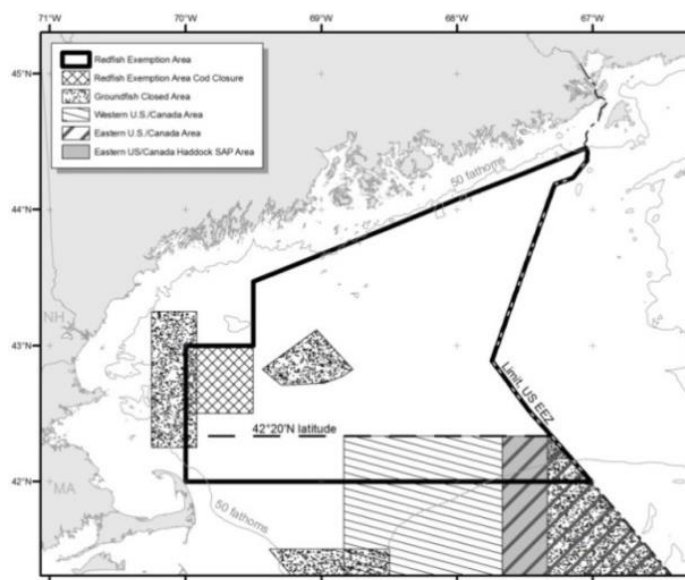
- 3 Day gillnet limit outside the Gulf of Maine
- 4 Prohibition on a vessel hauling another vessel's gillnet gear
- 5
- 6 Limits on the number of gillnets that may be hauled on Georges Bank when fishing
7 under a groundfish/monkfish day-at-sea
- 8
- 9 Limits on the number of hooks that may be fished
- 10
- 11 DAS Leasing Program Length and Horsepower Restrictions
- 12
- 13 Prohibition on discarding
- 14
- 15 Gear requirements in the Eastern U.S./Canada Area
- 16
- 17 Prohibition on a vessel hauling another vessel's hook gear
- 18
- 19 Requirement to declare intent to fish in the Eastern U.S./Canada Haddock SAP and
20 the CA II Yellowtail Flounder/Haddock SAP prior to leaving the dock
- 21
- 22 Seasonal Restrictions for the Eastern U.S./Canada Haddock SAP
- 23
- 24 Seasonal Restrictions for the CA II Yellowtail Flounder/Haddock SAP
- 25
- 26 Sampling Exemption
- 27
- 28 Minimum codend mesh size for directed redfish trips

This exemption allows a sector vessel to fish for Acadian redfish in the designated Redfish Exemption Area, described below, using nets with codend mesh no smaller than 5.5 inches. When fishing inside the Redfish Exemption Area all other restrictions applicable to trawl nets still apply. In order to use this exemption, a vessel must strictly adhere to the following conditions and restrictions:

1. The vessel must declare its trip in PTNS under standard requirements, there is no additional at-sea monitoring coverage required above the target coverage level for the sectors (i.e., ~15% in fishing year 2018).
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 sector exemptions.
3. The vessel must submit a Multispecies Catch Report through its VMS system, each day for the **entire trip**, including Parts 1 and 2 of the trip as described below, even if the vessel has declared the exemption, but does not target redfish. The vessel must submit Multispecies Catch Reports through VMS in 24-hr

1 intervals for each day of the fishing trip. The report must be submitted by 0900 hr
 2 (9:00 a.m.) on the date following the date the fish were caught. The report must
 3 provide a good faith estimate of the amount each regulated species caught on each
 4 day of the trip.

- 5
 6 4. In accordance with the restriction stated herein, the vessel may use a codend with
 7 5.5-inch mesh and greater within the Redfish Exemption Area. The northern
 8 boundary ensures that the exemption is used in deeper water (i.e., greater than 50
 9 fathoms). Vessels cannot use the exemption in the “cod closure” (block 131)
 10 during February and March.
 11



12
 13 The Redfish Exemption Area is bounded on the east by the U.S.-Canada Maritime
 14 Boundary, and bounded on the north, west, and south by the following
 15 coordinates, connected by straight lines in the order listed:
 16

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' ¹¹

17 ¹¹The intersection of 42°00' N. latitude and the U.S.-Canada Maritime Boundary, approximate longitude in
 18 parentheses.
 19

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

1

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'

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

Part 1 of Redfish Exemption Trip

6. When a vessel declares a “Redfish Trip” via VMS, it may fish outside the Redfish Exemption Area during Part 1 of the Redfish Exemption Trip in accordance with otherwise applicable regulations and sector exemptions. However, fishing outside of the Redfish Exemption Area first is optional. A vessel may choose to immediately transit to the Redfish Exemption Area and begin fishing.
7. Any catch thresholds do not apply for Part 1 of the trip.

Part 2 of Redfish Exemption Trip: Switching Codends

8. When the vessel plans to target redfish, it must travel to the Redfish Exemption Area. Once the vessel is in the Redfish Exemption Area, immediately before switching codends, it must send a Multispecies Catch Report via VMS. This report is in addition to the daily Multispecies Catch Reports that are required when utilizing this exemption. The Multispecies Catch Report a vessel must send before switching codends must provide a good faith estimate of all fish caught by the vessel that day between 12:01 AM and the time of the report, and must fill out Step 5 indicating that it intends to use the exemption immediately after sending the report. After the vessel is in the Redfish Exemption Area and submits the required catch report, it may retrieve the 5.5-inch mesh codend from below deck and begin using it. The vessel may use a 5.5-inch mesh codend (or greater) for the remainder of the trip in Redfish Exemption Area.
9. Once a vessel sends the Multispecies Catch Report via VMS indicating that it is switching to the smaller mesh codend (Step 5), it is prohibited from fishing outside the Redfish Exemption Area.
10. The vessel must submit a final Multispecies Catch Report, in addition to other required Multispecies Catch Reports, and a Trip End Hail via VMS once it stops fishing and begins its return to port.

Summary Of All Redfish Exemption Trip Reporting Requirements

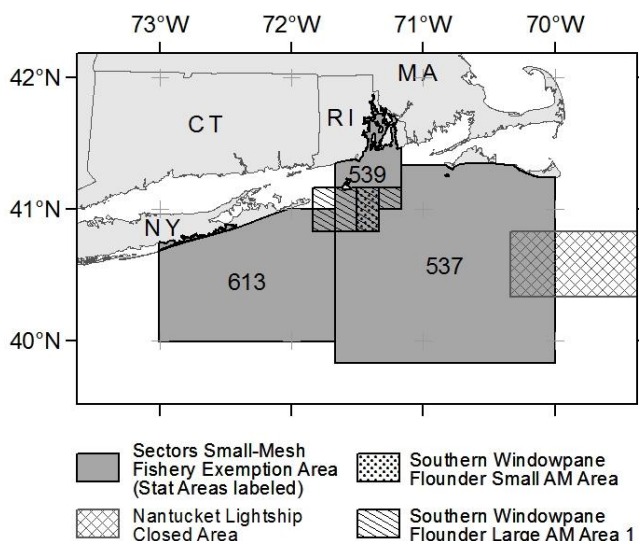
1. Submit a trip start hail declaring a redfish trip
2. Submit VTRs when switching chart area, gear, and/or mesh size.
3. Submit daily catch reports of all kept fish by 9 AM the following day.
4. Send a catch report of all kept fish since 12:01 AM of that day, with Step 5 completed.
5. Submit a final catch report and Trip End Hail at the end of the trip.

Monitoring Catch Thresholds

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

16 Prohibition on combining small-mesh exempted fishery and sector trips

The exemption applies to sector trips only and is intended to allow a vessel to catch small-mesh species after targeting groundfish. Under this exemption, a sector vessel must fish with trawl nets that meet current regulatory requirements and sector exemptions during the first part of the trip, but may switch to modified small-mesh gear for the second portion of the trip. The small-mesh portion of the trip must be fished in the Sector Small-Mesh Fishery Exemption Area, described below, and must use the modified small-mesh gear described below. A vessel may land whiting, longfin squid, mackerel, herring and other species permitted for retention in small-mesh exempted fisheries, provided the vessel still meets the requirements of those fisheries. For more information on small-mesh fishery exemptions and permitted species see: https://www.greateratlantic.fisheries.noaa.gov/regs/infodocs/small_mesh_exemption.pdf. Vessels may not fish the small-mesh portion of their trip using this exemption in Southern Windowpane Accountability Measure Areas, where they overlap with the exemption area.



As shown above, the Sector Small-Mesh Fishery Exemption Area is comprised of Statistical Areas 537, 539, and 613, and is defined as the waters bounded by the following points, connected in the order listed by rhumb lines, except where otherwise noted:

POINT	W LONGITUDE	N LATITUDE	NOTE
A	70° 00'	41° 14.45'	(1)
B	70° 00'	39° 50'	
C	71° 40'	39° 50'	
D	71° 40'	40° 00'	
E	73° 00'	40° 00'	
F	73° 00'	40° 44.9'	(2)(3)
G	72° 1.8'	41° 00'	(3)(4)
H	71° 40'	41° 00'	
I	71° 40'	41° 21'	(5)(6)
J	71° 10'	41° 28.3'	(6)(7)
K	71° 10'	41° 20'	
L	70° 49.5'	41° 20'	(8)(9)
M	70° 26.96'	41° 21.05'	(9)(10)
N	70° 18.82'	41° 20.14'	(11)(12)
O	70° 18.30'	41° 19.76'	(12)(13)
P	70° 16.65'	41° 18.73'	(14)(15)
Q	70° 15.31'	41° 17.32'	(15)(16)
R	70° 14'	41° 17'	(17)(18)
A	70° 00'	41° 14.45'	(18)(1)

(1) Point A represents the intersection of 70°00'W longitude and the south coast of Nantucket, MA

- (2) Point F represents the intersection of 73°00'W longitude and the south coast of mainland Long Island, NY
- (3) From Point F to Point G along the south coast of mainland Long Island, New York (inclusive of bays)
- (4) Point G represents the intersection of 41°00'N latitude and the southeast coast of Long Island, NY
- (5) Point I represents the intersection of 71°40'W longitude and the coast of Rhode Island
- (6) From Point I to J along the coast of Rhode Island, inclusive of Narraganset Bay
- (7) Point J represents the intersection of 71°10'W longitude and the coast of Rhode Island
- (8) Point L represents the intersection of 41°20'N latitude and the west coast of Martha's Vineyard, MA
- (9) From Point L to Point M along the south coast of Martha's Vineyard
- (10) Point M represents Wasque Point, Martha's Vineyard, MA
- (11) Point N represents the west coast of Muskeget Island, Nantucket, MA
- (12) From Point N to Point O along the southwest coast of Muskeget Island, Nantucket, MA
- (13) Point O represents the south coast of Muskeget Island, Nantucket, MA
- (14) Point P represents the northwest coast of Tuckernuck Island, Nantucket, MA
- (15) From Point P to Point Q along the southwest coast of Tuckernuck Island, Nantucket, MA
- (16) Point Q represents Smith Point on the southwest coast of Tuckernuck Island, Nantucket, MA
- (17) Point R represents Esther Island, Nantucket, MA
- (18) From Point R back to Point A along the south coast of Nantucket, MA

The modified small mesh gear must contain either:

- A drop chain sweep with a minimum drop of 12 inches (30.48 cm) in length, with a 24-inch headrope setback; or
- a large mesh belly panel with a minimum mesh size of 32 inches (81.28 cm), with the meshes hung on the half (a hanging ratio of 2:1); or
- an excluder grate secured forward of the codend with an outlet hole forward of the grate with bar spacing of no more than 1.97 inches (5.00 cm) wide.

In order to use this exemption, the following additional conditions and restrictions apply:

1. Prior to leaving the dock, the vessel must declare a small-mesh trip through the VMS trip start hail by checking the box next to "Other Exemption (when directed by NMFS)" under sector exemptions.
2. A vessel declaring this exemption must render its small-mesh gear not available for immediate use, as defined by 50 C.F.R. § 648.2, when using large-mesh gear during the first portion of the trip.
3. Upon completing the large-mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with a good faith estimate of all catch on

- 1 board and indicate that it intends to fish with smaller mesh (i.e. with Step 5
2 completed).
- 3 4. The date-time stamp of the Multispecies Catch Report indicates to Enforcement
4 that the vessel is now in the second portion of the trip and is prohibited from
5 redeploying its large-mesh gear.
- 6 5. Following submission of the Multispecies Catch Report, the vessel may deploy its
7 modified small mesh gear in the areas described above and is prohibited from
8 fishing outside of the small mesh exemption area. All other applicable
9 regulations apply to this portion of the trip.
- 10 6. No fishing may occur under this exemption in areas overlapping the Southern
11 Windowpane Flounder Accountability Measure Areas, regardless of whether or
12 not accountability measures have been triggered.
- 13 7. The vessel must comply with the remaining requirements of a sector trip,
14 including the submission of VTRs, a trip end hail, and a final Multispecies Catch
15 Report.
- 16 8. A vessel fishing with this exemption must retain and land all legal-sized
17 groundfish on both the regulated mesh and small-mesh portions of the trip.

18
19 17 Requirement to Fish Exclusively with 10-inch, or Larger, mesh gillnets to Target
20 Dogfish on Groundfish Trips Excluded from At-Sea Monitoring (ASM) Coverage
21

22 Sector trips fishing with extra-large mesh gillnets (10 inches or greater) exclusively in the
23 Southern New England/Mid-Atlantic and Inshore GB Broad Stock Areas are not subject
24 to ASM. This exemption allows a sector vessel on these non-ASM sector groundfish
25 trips to also target dogfish using 6.5-inch mesh gillnet gear within the footprint and
26 season of either the Nantucket Shoals Dogfish Exemption Area (June 1 through October
27 15), the Eastern Area of the Cape Cod Spiny Dogfish Exemption Area (June 1 through
28 December 31), or the Southern New England Dogfish Gillnet Exemption Area (May 1
29 through October 31). The vessel must submit a vessel trip report (VTR) to document
30 catch on the extra-large mesh portion of the trip, and a separate VTR for the portion of
31 the trip in which the vessel deploys 6.5-inch mesh gillnet gear within the footprint and
32 season of the existing dogfish exempted areas. The following requirements apply:
33

34 In order to use this exemption, the following additional conditions and restrictions apply:
35

- 36 1. The vessel must declare its trip into the Pre-Trip Notification System consistent
37 with current requirements.
- 38
- 39 2. The vessel must declare its trip in the Vessel Monitoring System (VMS)
40 consistent with current requirements, including the intention to use gillnet gear
41 and fish entirely within the SNE/MA and/or Inshore GB BSAs.
- 42
- 43 3. Prior to leaving the dock, the vessel must also send a Multispecies Trip Start Hail
44 through the VMS and check the box next to “Extra Large Mesh Gillnet in SNE
45 and/or IGB option” under sector exemptions.
- 46

4. The vessel may only fish with gillnets with meshes that are 10 inches or greater during the first portion of the trip, and must complete a VTR for that portion of the trip before deploying 6.5 inch mesh gillnet gear.
5. Upon completing the extra-large mesh portion of the trip, the vessel must submit a Multispecies Catch Report via VMS with a good faith estimate of all catch on board and with Step 5 completed.
6. The date-time stamp of the Multispecies Catch Report indicates to Enforcement that the vessel is now in the second portion of the trip and is prohibited from redeploying its large-mesh gear.
7. Following submission of the Multispecies Catch Report, the vessel may deploy 6.5-inch mesh gillnet gear exclusively within the footprint and season of the existing dogfish exempted areas (listed above).
8. The vessel must comply with the remaining requirements of a sector trip, including the submission of VTRs, a trip end hail, and a final Multispecies Catch Report.
9. A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the extra-large mesh and regulated mesh portions of the trip.

18 VMS requirement for Handgear A vessels fishing in a single broad stock area (BSA)

All vessels on a sector trip must carry an operational VMS unit. This exemption allows Handgear A permitted vessels to fish in a single BSA on a sector trip without carrying a VMS. This exemption does not waive requirements to carry or report using a VMS unit when fishing in multiple BSA's, in the U.S/Canada Management Areas, or under any other requirements associated with using other sector exemptions or participating in Special Access Programs.

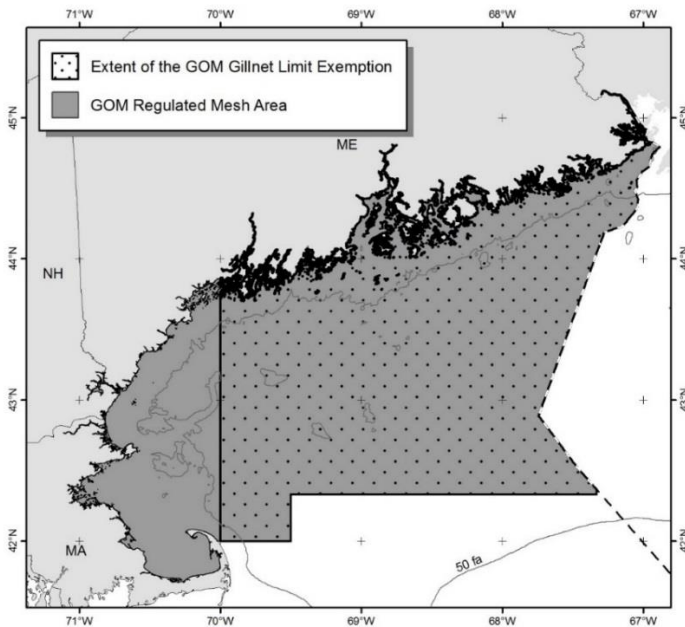
In order to use this exemption, the following conditions and restrictions apply:

1. The vessel must declare its trip into the Pre-Trip Notification System at least 48 hours before sailing, and carry an observer or at-sea monitor (ASM) if selected, consistent with current requirements.
2. The vessel must declare a trip start, prior to sailing, using the Interactive Voice System (IVR).
3. Upon completion of fishing, or at the earliest opportunity prior to returning to port, the vessel must declare a trip end using IVR. The vessel may not land regulated species prior to declaring its trip end in IVR.

4. Prior to landing the vessel must complete (and if possible submit) a Vessel Trip Report (VTR).

19 Day gillnet limit in the Gulf of Maine

Day gillnet vessels may fish above the limit of 100 gillnets [specified in § 648.80 (a)(3)(iv)(B)(2)], up to 150 nets total. Any nets above the existing 100-net limit must have a minimum mesh size of 10.0 inches (25.4 cm) and must be fished east of 70 degrees West longitude. Vessels are limited to no more than 50 roundfish gillnets. Vessels must comply with the net tagging requirements at § 648.80(a)(3)(iv)(B)(4), which requires roundfish gillnets to be tagged with two tags per net, while flatfish gillnets may be marked with one tag per net; all gillnets fished must be tagged..



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12 **EXHIBIT C: SECTOR ADMINISTRATION**

13 **Compliance with Sector ownership provision established in Amendment 16**

14 The Sector is in compliance with the ownership provision of Amendment 16. The New
15 England Fishery Management Council motion establishing this provision states: “that a
16 Sector will be defined as 3 or more persons, none of whom have ownership interests in at
17 least two other persons’ vessels in that sector.”

18
19 The following Northeast Multispecies limited access permit holders are the sole owners
20 of their vessels and permits, and are listed here to demonstrate the Sector’s compliance
21 with the Sector ownership provision established in the Amendment:
22

Member name	Vessel name	Federal permit number
Mathew Thomson	Fairwind	150576
Josh Miller	Dorcas Anne	223738
Ira Miller	Mallary Sky	242753

23

24 **Compliance with Letters of Authorization (LOA’s)**

25 Upon approval, each sector vessel will be issued a Letter of Authorization (LOA)
26 specifying the exemptions granted. Vessels must comply with all requirements stipulated
27 in the LOA and all applicable Federal regulations and laws not specifically exempted in
28 the LOA.

29 **Training for Members in Sector’s business rules**

30 The Sector Manager has held numerous fishermen’s meetings to engage fishermen in the
31 development of the Northeast Coastal Community Sector operations plan and
32 environmental assessment. Meetings will continue with all Sector Members prior to May
33 1, 2015. Meeting content will include all sector requirements, including but will not be
34 limited to: monitoring requirements, reporting requirements, stop fishing orders, and
35 violations.

1 **Oversight and management of the Sector**

2 The Sector Manager for the Northeast Coastal Communities Sector works from the
3 Maine Center for Coastal Fisheries “Coastal Fisheries” office in Stonington, Maine.
4 Coastal Fisheries is a 501(C)(3) nonprofit corporation. The Sector legal entity is
5 incorporated as a nonprofit 501 (c)(5) with articles of incorporation filed in the state of
6 Maine, and is therefore subject to NMFS enforcement action for violation of sector
7 regulations. The new nonprofit corporation has a Board of Directors. The Board’s
8 responsibilities are outlined, in part, in the Sector contract. The Board’s responsibilities
9 are also described in detail in the Sector bylaws.

10 **Reconciling conflicting data reports**

11 The Northeast Coastal Communities Sector will gather the following information: dealer
12 reports, vessel trip reports, and hail reports. Information on these reports may
13 occasionally conflict. When this occurs, the dealer reports will be referred to as the most
14 reliable source of landings data.

15
16 The Sector will submit all data quality issues through the NMFS JIRA issue tracking
17 application for research and correction.

18 **Transmission of reports**

19 The Sector will submit required reports using the format and procedure prescribed by
20 NMFS.

21 **Business rules for unexpected situations**

22 There may be unexpected situations which require the Sector Members to deviate from
23 anticipated Sector operation. This section addresses two such possible situations. This
24 section is not exhaustive however, and does not purport to describe a course of action for
25 every possible situation. Situations not addressed here will be addressed on an as-needed
26 basis with direct consultation between the Sector Manager and the National Marine
27 Fisheries Service, Office of Law Enforcement.

28 **Reporting - missing reports/ non-compliance**

29 *Standard reporting procedure*

30 Vessel trip reports

31 Vessel trip reports must be sent by the Member to the Sector Manager the same day that a
32 Member lands the catch. The reports can be sent at the dealer if the dealer is willing to
33 scan and email the report or fax it. All members are encouraged to use an EVTR
34 software such as FLDRS for more timely reporting.

35 Dealer reports

36 Dealer weigh-out slips must be sent to the Sector Manager the same day that a Member
37 lands the catch. It is the Member’s responsibility under the Agreement to assure timely
38 dealer reporting. Dealer reports must be sent as required by law to the National Marine
39 Fisheries Service.

1 Hails

2 Hail trip end reports will be sent via either 1) a Member's vessel monitoring system
3 (VMS) or 2) a cell phone (at the Member's discretion), and must be logged by the Sector
4 Manager .

5 *Special circumstances*

6 In the event that a report is late or missing, the Sector will respond in the following way.

7 Vessel trip reports

8 If the Member cannot send the report electronically and cannot physically send the report
9 in a timely manner, then the Member must call the Sector Manager and convey the
10 information over the phone. It is then the Sector Manager's responsibility to confirm to
11 the Members that the report has been received. If the Sector Manager does not receive
12 the report within two days of the fishing trip, the Member will not be allowed to make a
13 future trip within the Sector until the report is received. Fishing in violation of the Sector
14 rules may be enforced by the Sector according to the schedule of penalties outlined in
15 Exhibit A, and may also be enforced by the National Marine Fisheries Service Office of
16 Law Enforcement (NMFS OLE) if this fishing occurs despite a stop fishing order.

17 Hails

18 Failure to hail will result in a violation as outlined in Exhibit A, and may be reviewed
19 within the Sector's Infractions Committee.

20 Dealer reports

21 Failure to submit a dealer report would result in an infraction and would be enforced by
22 NMFS OLE.
23

24 **Information technology necessary to manage monitoring and reporting**

25 Vessels will have the option to use the FLDRS data reporting system developed by the
26 Northeast Fisheries Science Center for electronic vessel trip reports. If possible, this will
27 be used in lieu of paper vessel trip reports, however all sector members will comply with
28 applicable reporting requirements including submission of Vessel Trip Reports (VTRs).
29 Vessels may only use the FLDRS data reporting system after first requesting this in
30 writing to the Sector Manager, and being granted approval by the Sector Manager. The
31 software would ideally facilitate the data collection on the vessel. Data could then either
32 be emailed via VMS or transferred through a USB drive. If fishermen do not use the
33 FLDRS data reporting system, then the Sector will rely on paper vessel trip reports.
34 Additional monitoring reporting information technology needs will be met by the
35 monitoring service provider.
36

37 In addition to the FLDRS eVTR system, once fully operations, the Sector intends to
38 contract with Electric Edge for use of the FACTS Catch tracking software for creating
39 and submitting reports to the National Marine Fisheries Service. If this tool is not
40 available, the Sector will use Microsoft Excel to monitor ACE and to report to NMFS.

1 **Original distribution of catch history**

2 Initially, Sector Members will receive an allocation of Sector ACE equal to the Members'
3 collective PSC. In addition, the Maine Center for Coastal Fisheries will operate a permit
4 bank within the Sector to facilitate ACE leases from individual permits in the Sector to
5 other Members of the Sector. The Sector will cooperate with the Permit Bank operated
6 by the Maine Center for Coastal Fisheries in order to obtain additional ACE to benefit the
7 Sector, but the Maine Center for Coastal Fisheries reserves the right to direct the ACE to
8 Members selected by the Center. Any lease by the Permit Bank to a Sector Member shall
9 be deemed to be approved by the Sector Manager for purposes of Agreement Section
10 3.04. ACE leases between Sector Members must be approved by the Sector Manager.
11 The Sector Manager is solely responsible for conducting ACE leasing from the Northeast
12 Coastal Communities Sector to another sector. Individual Members shall not directly
13 lease their quota outside of the Sector, and must instead request the Sector Manager to
14 conduct an inter-Sector lease transactions on the Member's behalf.

15 **Rules for entry and exit from the Sector**

16 The Sector Approval process approved by the New England Fisheries Management
17 Council and NMFS requires a one- or two- year sector contract. This Agreement meets
18 that requirement. After December 31, 2018, no new Members may join the Sector for the
19 2019 fishing year. The Agreement provides a mechanism for Members to purchase
20 additional permits with Sector oversight, but these provisions can only be used IF NMFS
21 authorizes such a transfer.

22
23 The Agreement provides that any Member may voluntarily leave the Sector before
24 December 31, 2018. The Agreement also provides that Members may exit upon
25 termination of the Commitment Period. If Members attempt to exit the Sector during the
26 Commitment Period, the Agreement provides that the departing Member is subject to the
27 penalties listed in Exhibit A and must leave the unused portion of the Member's Sector
28 allocation in the Sector for the remainder of the fishing year. The Agreement also allows
29 a Member to sell, lease or transfer a Permit as defined in the Agreement subject to the
30 Right of First Refusal and Sector oversight.

31
32 Sector Members, their Permits, and Participating Vessels may be expelled from the
33 Sector by Board vote, for certain violations established in the Agreement and Exhibit A.
34 The unused portion of the expelled Member's allocation from the Sector remains in the
35 Sector for the remainder of the fishing year.

36
37 If Members elect to leave the Sector or are expelled from the Sector prior to May 1, 2019,
38 they will fish in the common pool. If Members elect to leave the Sector or are expelled
39 from the Sector on or after May 1st, 2019, then they will no longer fish in the Northeast
40 Multispecies, monkfish or skate fisheries during the 2019 fishing year, though they would
41 be permitted to participate in other fisheries.

EXHIBIT D: AT-SEA MONITORING (ASM) PROGRAM

The Northeast Coastal Communities Sector proposes to utilize a combined electronic monitoring (EM) program (pending approval) and a GARFO-approved ASM program for fishing years 2019 and 2020. This ASM coverage will have vessel and trip selection coordinated through GARFO and the PTNS system and will use an approved at-sea monitor provider. GARFO will provide the Sector with data from NEFOP and the ASM program. Vessels not opting to participate in the EM program will use a GARFO approved ASM program with human monitors from a contracted third party. The Sector will contract one or more of the companies approved by NMFS to provide at-sea monitoring and will notify NMFS of its selection no later than May 1, 2019. This combination of coverage will meet or exceed the 16% coverage rate required by NMFS.

The Northeast Fisheries At-Sea Monitor Program

National Marine Fisheries Service, Northeast Fisheries Science Center

C.1 BACKGROUND OVERVIEW

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

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

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

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

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

- 3 • Protect and restore ocean, coastal, and Great Lakes resources
- 4 • Recover protected species
- 5 • Rebuild and maintain sustainable fisheries.

6 NMFS will measure its performance against these objectives using the following
7 measures:

- 8 1st: Increased number of coastal and marine ecosystems maintained at a healthy and
9 sustainable level
- 10 2nd: Increased social and economic value of the marine environment and resources
11 (e.g., seafood, recreation, and tourism)
- 12 3rd: Increased number of acres and stream-miles restored for coastal and ocean species
- 13 4th: Increased number of protected species in a stable condition or in an upward trend
- 14 5th: Increased number of managed species that are at optimum levels
- 15 6th: Improved ecological conditions in coastal and ocean protected areas
- 16

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

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

24 Every sector should equally be covered at 15% (10% by At-Sea Monitors and 5% by
25 NEFOP observers). The coverage rates apply to the trip level. At-Sea Monitors will be
26 systematically assigned by NMFS to a vessel to ensure the coverage is fair and even.
27 Several types of fishing gear may be used: longline, trawl, and gillnet. A monitored trip
28 must be a trip where landings of groundfish occur (a “groundfish”, “skate” or “monkfish”
29 trip as defined in Amendment 16). At-Sea Monitoring standards will be consistent with
30 the final regulations implemented under Amendment 16, unless further specified by
31 NMFS. As described in the rule, Northeast Fisheries Observer Program (ASM) observers
32 take precedence over At-Sea Monitors for vessel placement when deployments overlap.

33 C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

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

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

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

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

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

C.3 SCOPE AND OUTCOMES

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

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

C.3.1 Policies and Regulations

In addition to the Federal Acquisition Regulation (FAR) clauses referred to and listed herein of this Request for Proposal (RFP), the contractor shall comply with the Federal Regulations, Acts, Executive Orders, Special Publications, Guidelines, NOAA Directives and Policies and standards listed below. This listing is not all-inclusive and is not intended to relieve the contractor of its responsibilities for identification of applicable statutes, regulations and procedures and compliance therewith, when performing work under this SOW.

- Magnuson-Stevens Fishery, Management, and Conservation Act (MSA)
- Marine Mammal Protection Act (MMPA)

- Endangered Species Act (ESA)
- Data Quality Control Act (P.L. 106-514)
- Information Technology Security Policy
- Fisheries Management Plans (FMP)
- Biological Opinions (BO)
- Take Reduction Team (TRT)
- NOAA Safety Standards
- Fair Labor Standards Act (FLSA)
- Service Contract Act (SCA)
- Department of Labor Wage Determinations
- Applicable Federal and State labor laws
- At-Sea Monitor Health and Safety regulations
- Federal, state, and local safety regulations
- Merchant Marine Act (Jones Act) and General Maritime Law
- U.S. Longshore and Harbor Worker's Compensation Act

C.4 PERFORMANCE WORK STATEMENT

The contractor shall meet all requirements of the SOW.

C.4.1 Management Requirements

C.4.1.1 Project Management

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

C.4.1.2 Project Manager

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

C.4.1.3 Coordinators

The contractor shall assign coordinators as needed to coordinate At-Sea Monitor deployment and provide At-Sea Monitor support services. The coordinator shall be designated as key personnel under this contract (per section H.8). All coordinators are

1 required to maintain current At-Sea Monitor Certification. Ensure that all key personnel
2 attend any refresher trainings for At-Sea Monitors. For a specific job description see
3 Section J, Attachment 2, Labor Category Classifications and Job Descriptions.

4 C.4.1.4 Management Reporting and Coordination

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

10 C.4.1.5 Performance Measures

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

12 C.4.2 Operational Requirements

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

19 The following items define the operational services to be provided by the contractor
20 under this contract.

21 C.4.2.1 At-Sea Monitor Recruitment and Retention Requirements

22 The recruitment and retention of fully qualified At-Sea Monitors is essential to successful
23 performance under the contract. At-Sea Monitors shall be employees of the contractor.
24 The contractor shall provide sufficient qualified At-Sea Monitors to complete the
25 mandated coverage requirement by selecting the best candidates.

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

31 C.4.2.2 Eligibility Requirements

32 C.4.2.2.1 Educational Qualifications

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

1 C.4.2.2.2 Non-Conflict of Interest

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

3 C.4.2.2.3 Physical/Medical Condition

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

5 C.4.2.2.4 Communication Skills

6 At-Sea Monitor candidates must be able to clearly and concisely communicate verbally
7 and in writing in English.

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

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

11 C.4.2.2.6 Statement of No Criminal Conviction

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

13 C.4.2.2.7 CPR and First Aid Requirements

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

19 C.4.2.2.8 At-Sea Monitor Standards of Conduct

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

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

25 1) General Observer Duties and Data Collection Requirements – Fishery Observer I, II,
26 and III

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

- 1 b) Observer/At-Sea Monitors shall collect data on fishing effort, location, retained
2 catch and discarded catch for each gear deployment that occurs while the
3 observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling
4 Manual describes data collection protocols for gear deployment that the
5 observer/At-Sea Monitor sees as well as those not observed.
- 6 c) Observer/At-Sea Monitors shall collect length samples from segments of the
7 catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection
8 procedures are detailed in the At-Sea Monitor Manual.
- 9 d) Observer/At-Sea Monitors shall collect information on any incidentally captured
10 sea turtles, including, but not limited to, location of take, biopsies, measurements,
11 photos, and any other information. Observer/At-Sea Monitors shall also collect
12 information on any marine mammals or other protected species interactions.
13 When protected species are caught, the primary responsibility of the observer/At-
14 Sea Monitor shall be to handle and release the protected species.
- 15 e) Observers shall participate in all training, briefings and debriefings as required by
16 the COTR. Observer/At-Sea Monitors shall participate in port orientations, if
17 offered by NMFS and requested by the COTR (Section B – Supplies or Services
18 and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the
19 observer/At-Sea Monitor ensures that the data are complete and as accurate as
20 possible before computer audits are run. Debriefing also provides immediate
21 feedback to the observer/At-Sea Monitor in the field and errors can be corrected
22 immediately. Debriefings shall occur on a regular basis and as frequently as
23 possible either by email, phone or in person. Debriefings shall consist of but are
24 not limited to:
- 25 i) Reviewing sampling methods and answering Observer/At-Sea Monitor
26 questions;
27 ii) Reviewing preliminary data;
28 iii) Correcting any data errors;
29 iii) Reviewing any other past errors or changes in sampling techniques or
30 recorded on forms;
31 iv) Reviewing any logistical problems or concerns encountered by the
32 observer/At-Sea Monitor; and
33 v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
34 vi) Checking gear calibration
35 vii) Providing the observer/At-Sea Monitor with any updates on modifications
36 to sampling procedures or other program information.
- 37 f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating
38 in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to
39 accept the observer/At-Sea Monitor on their vessel for deployments shall provide
40 documentation of the refusal to NMFS. This documentation shall be provided via
41 e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the
42 day of the event. This documentation shall be of sufficient substance and detail to
43 be usable for NMFS enforcement actions. Narrative shall be provided to
44 completely answer the following guideline questions: who, what, when, and
45 where. This shall be reported on the Incident Report Form (Section J, Attachment
46 8, Incident Report Form).

- 1 g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all
2 species encountered the Species ID Verification Program quarterly to NMFS
3 (Section J, Attachment 9, Species Verification Program). Failure to do so may
4 result in an observer/At-Sea Monitor's change in status (i.e., pre-probation,
5 probation, and decertification).
- 6 2) Fishery Observer/At-Sea Monitor I – Performance Requirements and Labor Category
7 Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the
8 General Requirements specified in C.4.3.2a and the following:
- 9 a) Performs routine tasks associated with recurring and continuing work according
10 to prescribed or established procedural standards and technical methods assigned.
11 b) Assures that tasks are completed, data developed, methods used in securing and
12 verifying data are technically accurate and in compliance with instructions and
13 established procedures.
14 c) Makes estimates of amounts and species composition of fish caught, retained and
15 discarded, using at a minimum, simple, single stage sampling techniques and
16 dichotomous keys.
17 d) According to established standards and detailed procedures, records data on
18 appropriate forms and logs, some of which may be electronic.
19 e) Maintains field equipment and supplies.
20 f) Collects scientific, management, compliance information, and make observations
21 of fishing operations.
22 g) Use and complete a pre-boarding vessel safety checklist.
23 h) Measures selected portions of catch including incidentally caught marine
24 mammals, sea birds and sea turtles.
25 i) Uses calculator and/or PC for calculations and recording data.
26 j) Obtains, enters and transfers data electronically.
27 k) Obtains and records information on gear characteristics of fishing gear types
28 while working either on board vessels, on an alternative platform, or at a shore-
29 based facility.
30 l) Uses interpersonal and communication skills to contact fishermen and schedule
31 observer/At-Sea Monitor sampling trips.
32 m) Observes and documents compliance with fishery regulations, and write affidavits
33 as required.
- 34 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall
35 meet and perform all the General Requirements specified in C.4.3.2a, perform all
36 duties of Fishery observer/At-Sea Monitor I and the following additional duties:
- 37 a) Independently executes duties, while learning when and how to resolve
38 exceptions and special problems.
39 b) Estimate amounts and species composition of fish caught, retained and discarded,
40 utilizing knowledge of various statistically valid sampling methods and
41 dichotomous keys.
42 c) Measure selected portions of catch including incidentally caught marine
43 mammals, sea birds and sea turtles.
44 d) Uses calculator and/or PC for calculations and recording data.

- 1 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall
2 meet and perform all the General Requirements specified in C.4.3.2a, perform all
3 duties of Fishery observer/At-Sea Monitor II and the following additional duties:
- 4 a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
 - 5 b) Demonstrates extensive familiarity of methods, procedures and management to
6 ensure proper day-to-day operations.
 - 7 c) Shifts from one type of responsible technical assignment to other types, which are
8 different in terms of equipment used, of data used, and uses to which data will be
9 put.
 - 10 d) Makes estimates of amounts and species composition of fish caught, retained and
11 discarded, utilizing knowledge of various statistically valid sampling, sub-
12 sampling methods and dichotomous keys.
 - 13 e) According to established standards and detailed procedures, records data on
14 appropriate forms and logs, some of which may be electronic and provide
15 recommendations for updates.
 - 16 f) Oversees the maintenance of field equipment and supplies.
 - 17 g) Collect scientific, management, compliance information, observations of fishing
18 operations, measure selected portions of catch including incidentally caught
19 marine mammals, sea birds and sea turtles.

20 C.4.2.3.1 Data Deliverables

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

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

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

30 3) Delivery of biological specimens (whole fish samples) shall be received within 5
31 calendar days (120 hours) of the vessel landing as referenced in Section F.5.7.

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

1 C.4.2.3.2 At-Sea Monitor Communication

2 At-Sea Monitors shall maintain regular contact with their assigned NMFS
3 editor/debriefer. All At-Sea Monitors shall call their editor/debriefer prior to making a
4 trip in a fishery or program covered for the first time or as requested. At-Sea Monitors
5 shall return phone calls or reply to email questions as soon as realistically possible (i.e.,
6 before departing on a multi-day trip). NMFS can request that an in-person meeting occur
7 with an At-Sea Monitor at any time. These meetings will take priority over
8 accomplishment of the sea day schedule. All travel costs associated with required in
9 person debriefings, exit interviews and meetings with NMFS will be reimbursed under
10 the travel provision section herein (Section B Supplies or Services and Prices/Costs
11 Travel CLINS 0002, 1002 and 2002) and the At-Sea Monitor hourly rate will be
12 reimbursed under the hourly rate provision section herein (Section B Supplies or Services
13 and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). NMFS staff
14 will provide written memo updates to the contractor regarding any new or changed
15 sampling
16 protocols, data collection procedures, or other collection or reporting procedures. The
17 contractor shall make certain that At-Sea Monitors comply with changes, as applicable.

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

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

27 C.4.3 At-Sea Monitor Support Services

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

29 The contractor shall provide complete logistical and operational support to At-Sea
30 Monitors throughout their employment. The contractor's approach to supporting At-Sea
31 Monitors shall be detailed in the proposal.

32 C.4.3.2 Training and Debriefings

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

38 Training costs are reimbursable and are intended to include all costs associated with At-
39 Sea Monitor training (both initial training and refresher trainings), including, but not
40 limited to, salary during the training period, per diem (meals & reimbursements and
41 lodging), miscellaneous equipment for use during training (as authorized or requested by

1 the Government – Section B Supplies or Services and Prices/Costs Training CLINS
2 0003, 1003 and 2003).

3 At-Sea Monitor candidates shall undergo an initial 2-week certification training session
4 with NMFS. A series of tests will be administered during this training that candidates
5 must prior to certification. Candidates must demonstrate their potential to collect accurate
6 field data, and react to unfamiliar situations at sea in a professional manner. NMFS
7 personnel as well as specialists in other areas such as vessel safety shall conduct training.
8 Refresher training sessions will be conducted when data logs or protocols change, at the
9 discretion of the COTR, or when there has been over six months service interruption for
10 the At-Sea Monitor. At-Sea Monitors shall be required to attend an annual refresher
11 course for data collection, species identification, and vessel safety. In order for the At-Sea
12 Monitor to maintain a current certification they must successfully complete the
13 recertification training. Three trainings are scheduled for each year (planned trainings
14 will be posted on the FSB website). The contractor shall provide NMFS with at least 45
15 calendar days prior notice when a training session is needed and identify any foreign
16 nationals that may be attending training (it takes a minimum of 30 working days for
17 foreign national clearance) as referenced in Section F.5.9. For extenuating circumstances,
18 additional trainings may be scheduled at the Government's discretion. Attendance by key
19 personnel at training is required for at least two days each week of training.

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

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

29 The contractor shall submit to NMFS, at least 14 calendar days before the beginning of
30 the training, the following information as referenced in Section F.5.11:

- 31 • an updated list of candidates
- 32 • a medical report for each candidate substantiating the individual's medical
33 qualifications for the job
- 34 • online security clearance electronic forms must be initiated by candidates (Section J,
35 Attachment 13, Security Background Instructions)

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

- 38 • Final list of candidates attending upcoming training session
- 39 • CPR and First AID Certificate

40 NMFS may require additional information regarding At-Sea Monitor candidates and
41 should be consulted regarding any for which proposed candidate there is some question
42 regarding qualifications. Should substitution of At-Sea Monitors be required, the

1 contractor shall also provide their pertinent information to the COTR prior to such
2 substitution. The Government retains the right to reject any At-Sea Monitor proposed by
3 the contractor if his or her qualifications do not meet the qualifications specified in
4 paragraph C.4.2.2, Eligibility Requirements, or if their work has been performed at an
5 unsatisfactory level on previous projects, or if their behavior on other projects has been
6 disruptive.

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

9 NMFS training curriculum is detailed in the ASM training agenda (Section J, Attachment
10 14, ASM Training Agenda).

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

21 The first trip an At-Sea Monitor takes after completing the initial 2-week training course
22 will be accompanied by either a NMFS member or a certified trip trainer. Certified trip
23 trainers are current At-Sea Monitors under this contract and are certified by NMFS. In
24 order to become a trip trainer, the contractor must request to NMFS the names of the At-
25 Sea Monitor they would like certified. NMFS would then assign a NMFS staff member to
26 accompany the trip trainer candidate on a future trip. If approved by NMFS the At-Sea
27 Monitor would become a trip trainer. Contractor responsibilities consist of finding vessels
28 that are willing to take two (2) At-Sea Monitors, setting up the logistics of the trip, and
29 communicating with NMFS regularly providing updates on the status of the trip (Section
30 J, Attachment 16, Trip Trainer Certification Program).

31 At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel
32 may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea
33 Monitors are on a vessel for the days a certified At-Sea Monitor trip trainer is
34 accompanying a new At-Sea Monitor then the new At-Sea Monitor should be billed
35 under CLINS 0001, 1001 and 2001. The certified trainer would be billed as a seaday
36 under CLINS 0003, 1003 and 2003. NMFS determines the number of trainers needed
37 based on how many At-Sea Monitors are currently working, what the demand for new
38 At-Sea Monitors is, and what the projected training schedule looks like. NMFS currently
39 has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-
40 Sea Monitors certified as trip trainers must be geographically representative of the ports
41 ASM At-Sea Monitors cover to accommodate all new trainees.

42 Key personnel will be expected to attend any other periodic NMFS required trainings
43 related to the ASM program that could impact At-Sea Monitor protocols, such as
44 program manual update trainings or changes to the Pre-Trip Notification System. One

1 key personnel is required per all trainings, however, NMFS encourages all available staff
2 attend periodic trainings that relate to changes in the ASM program or sampling protocols
3 for their own education. A key personnel is required to attend two days per week of
4 each training and all the days of refresher training.

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

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

14 At-Sea Monitors shall be expected to remain as active At-Sea Monitors or serve in other
15 capacities directly related to the Northeast Fisheries At-Sea Monitor Program (e.g.
16 program management) for at least one (1) year after training. The contractor shall
17 reimburse the Government for training expenses for any At-Sea Monitors terminating
18 their At-Sea Monitor employment with the contractor within one (1) year of completing
19 the NMFS training. This will be done by issuing a credit for the next training session. For
20 example, if three (3) At-Sea Monitors leave the program prior to completing one (1) year
21 of employment, at the next training, three (3) individuals' training costs (Section B
22 Supplies or Services and Prices/Costs Training CLINS 0003, 1003, and 2003) and hourly
23 wages associated with the training (Section B Supplies or Services and Prices/Costs
24 Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004) will not be billed to the
25 Government.

26 At-Sea Monitors shall sign a non-disclosure statement (confidentiality agreement) at the
27 commencement of training (Section J, Attachment 17, NEFSC Statement of Non-
28 Disclosure) as referenced in Section F.5.24.

29 NMFS may request an At-Sea Monitor be accompanied by a NMFS staff member on a
30 future trip. The contractor shall assist with the setting up these shadow trips (Section J,
31 Attachment 18, Shadow Trip Program). The contractor shall make At-Sea Monitors
32 available to NMFS (Enforcement and FSB staff) for the purposes of routine debriefings,
33 requested meetings regarding data quality issues, investigating circumstances of alleged
34 refusals by vessels to take an At-Sea Monitor or other violations of the Magnuson-
35 Stevens Fishery Conservation Act (MSA), Marine Mammal Protection Act (MMPA), or
36 the Endangered Species Act (ESA) recorded by the At-Sea Monitor in the course of
37 his/her duties (Section B Supplies or Services and Prices/Costs Training CLINS 0003,
38 1003 and 2003) and hourly wages associated with the training (Section B Supplies or
39 Services and Prices/Costs Hourly Rate At-Sea Monitor CLINS 0004, 1004 and 2004). All
40 At-Sea Monitors shall call their editor/debriefer prior to making a trip in a fishery or
41 program covered for the first time.

1 C.4.3.3 Data Quality Control

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

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

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

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

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

25 C.4.3.5 Travel and Lodging

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

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

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

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

4 C.4.3.6 Vessel Selection

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

24 Various regulated fisheries have a requirement for a vessel's representative to notify the
25 ASM prior to making each fishing trip. Notification is required prior to the planned
26 departure in a specific time frame, e.g., forty-eight (48). The vessel is then randomly
27 assigned, by NMFS, an At-Sea Monitor or issued a waiver, relieving them of the
28 requirement to carry an At-Sea Monitor for that specific trip. The contractor shall provide
29 personnel or an automated answering service to handle notifications twenty four (24)
30 hours a day, seven (7) days a week, for certain fisheries. Depending on regulations
31 enacted by the NMFS, the notification requirement may require e-mails, telephone calls,
32 or inputting into a website from the vessel's representative. The Groundfish fishery is
33 required to notify NMFS, NMFS is responsible for the selection and informs the vessel
34 and the contractor of trip details.

35 For the groundfish fishery (notifies NMFS when they are sailing), the contractor will be
36 notified of trip selection via the website. The contractor may accept or decline trips
37 within twenty four (24) hours. If a trip is accepted by a contractor, the contractor would
38 make contact with the vessel for trip logistics. The COTR shall be notified all
39 circumstances in which At-Sea Monitors were late or missed a scheduled trip for all
40 fisheries as referenced in Section F.5.13.

41 Vessels must be covered randomly, without repeated deployments on the same vessels by
42 the same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and
43 other special access fishing programs there shall be no more than two (2) back to back

trips by the same At-Sea Monitor on the same vessel. A vessel selection list may be provided by NMFS which will rank vessels in the order they should be covered.

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

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

C.4.3.7 Safety Requirements

Vessels must be in compliance with the At-Sea Monitor Health and Safety Regulations before an At-Sea Monitor is deployed

(http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf).

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

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

At-Sea Monitor safety is of paramount importance to ASM. If at any time an At-Sea Monitor feels that a vessel is unsafe prior to departure, they may decline the trip and report this on the Pre-Trip Vessel Safety Checklist

(Section J, Attachment 23) to NMFS.

1 C.4.3.8 Communication

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

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

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

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

19 C.4.3.9 Notification of Potential Infractions

20 The contractor shall immediately notify the COTR of any potential violation of the Rules
21 and Regulations that implement the Fishery Management Plan under the Magnuson-
22 Stevens Fishery Conservation and Management Act, Marine Mammal Protection Act or
23 Endangered Species Act or any regulations that govern the At-Sea Monitor program,
24 including but not limited to: vessels failing to provide adequate notification prior to
25 departing, failing to take an At-Sea Monitor, incidents of At-Sea Monitor interference,
26 harassment, or intimidation. The contractor shall ensure that each returning At-Sea
27 Monitor is debriefed for incidents of intimidation, interference, or harassment within
28 twelve (12) hours of trip landing as referenced in Section F.5.14. Reported incidents of
29 the vessel failing to take an At-Sea Monitor or incidences of the contractor failing to
30 handle incidents of interference, harassment or intimidation of At-Sea Monitors will be
31 investigated by NMFS.

32 C.4.3.10 Vessel Operations and Working Conditions

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

40 At-Sea Monitor Health and Safety Regulations require sleeping areas for the At-Sea
41 Monitor to be equal to those of the crew. Some vessels have no shower and may lack
42 permanent toilets or bunks. Although vessels may not have separate facilities for women,

1 federal regulations require reasonable privacy for female At-Sea Monitors. Female At-
2 Sea Monitors on a vessel with an all-male crew must be accommodated with adequate
3 privacy which can be ensured by installing a curtain or other temporary divider, in a
4 shared cabin. Because of the size and responsiveness of these vessels to sea conditions,
5 motion sickness can be debilitating for some individuals and should be seriously
6 considered in all prospective At-Sea Monitor candidates. Most vessels carry no trained
7 medical personnel aboard and rely upon first aid knowledge of the boat's operator in
8 consultation with land-based physicians via radio.

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

12 C.4.3.11 Data Quality

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

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

18 The contractor shall interact with vessels which have carried At-Sea Monitors. They shall
19 interview the captain; using NMFS issued workbooks with a pre-determined set of
20 questions (Section J, Attachment 25, Captain Interview Questions), and determine if the
21 At-Sea Monitor performed his/her job in a professional manner and carried out all
22 required tasks. Unless otherwise instructed by NMFS, a random selection of 10% of each
23 At-Sea Monitor's trips each quarter will have follow-up interviews. Format questions will
24 be provided by NMFS. Trip Interview Reports will be provided to NMFS electronically
25 within two working days of the interview as referenced in Section F.5.16. The contractor
26 shall report, in writing to the COTR, all complaints made by the industry regarding At-
27 Sea Monitor activities, as well as any At-Sea Monitor injuries aboard vessels or on docks
28 to NMFS.

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

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

37 C.4.3.12 Contractor Standards of Conduct

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

1 C.4.3.13 At-Sea Monitor Termination Documentation

2 The contractor shall notify the COTR when an At-Sea Monitor leaves the ASM for any
3 reason as referenced in Section F.5.19. Reasons for termination, whether contractor
4 initiated or At-Sea Monitor initiated, must be documented and provided to NMFS within
5 7 days of the At-Sea Monitor's departure and shall be used to determine trends and assist
6 in improving retention of qualified At-Sea Monitors as referenced in Section F.5.20.

7 C.4.3.14 Emergency Action Plan

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

15 C.4.3.15 Quality Assurance Plan

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

22 C.5 PERFORMANCE MONITORING

23 C.5.1 Quality Assurance Surveillance Plan

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

26 C.6 SECURITY RISK LEVEL DESIGNATIONS

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

- 29 • Program Manager
30 SECURITY RISK = Low
- 31 • Coordinator
32 SECURITY RISK = Low
- 33 • Observer I, II, III
34 SECURITY RISK = Low
35

Investigation Packages

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

- 0 – 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 – 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print Cards (FD 258 Cards)
- 180 or greater days = EQIP Package
 - Security Worksheet
 - Electronic Questionnaire (filled out after applicant has been placed in EQIP)
 - EQIP Signature pages (generated after applicant has completed Questionnaire in EQIP)
 - Declaration for Federal Employment (Optional Form 306)
 - Finger Print Cards (FD 258 Cards)
 - Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

C.7 CLAUSES INCORPORATED BY REFERENCE

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

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

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

Reference 48 CFR 1337.110-70)(e))

1 **EXHIBIT E: DOCKSIDE MONITORING**

2 [RESERVED]

3 **EXHIBIT F: ANNUAL CATCH ENTITLEMENT MONITORING**

4 **Sector Manager responsibilities with regard to ACE reporting**

5 The Sector Manager will maintain a database of hails, VTR, dealer, observer, and
6 electronic monitoring reports. In addition, the Sector Manager will determine all species
7 landings by stock and statistical areas, apply discard estimates to landings when
8 necessary, deduct catch from Sector TACs, and submit weekly reports detailing status,
9 catch, and discards, including compliance concerns to the Sector and NMFS. Weekly
10 reports must also include any enforcement or reporting compliance issues, including
11 violations of sector operations plan (exclusive of defined administrative provisions,
12 violations of regulations, or general problems with monitoring or sector operations during
13 the reporting period.

14 **Stop fishing orders**

15 The Sector Manager will strive to collect all reports on time to ensure timely and accurate
16 reporting. In the event that missing reports may jeopardize the Sector reporting process
17 to NMFS, the Sector Manager may issue a stop fishing order for select Members to
18 ensure compliance.

19 **ACE transfers**

20 Proposed ACE transfers must receive approval from the Sector Manager before any
21 transfers may take place.

22 **Stock-specific discard rates**

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

31 **Landings apportioned to stock area**

32 The Sector will apply the NMFS-provided stock apportionment method to derive stock
33 landings.

34 **How Sector will avoid exceeding allocations**

35 Prior to May 1st, the full Board of Directors will call an all-Member meeting. All
36 Members will be strongly encouraged to attend. The purpose of the meeting will be to
37 examine individual and group allocations so that they may decide to collectively avoid
38 exceeding allocations. The Board of Directors will be responsible for writing or
39 approving a report resulting from this meeting.

1 Before the Sector approaches the 90% ACE threshold for any stock, the Board of
2 Directors will issue or approve a second report to the Sector Members outlining the
3 Board's leasing and/ or fishing practices recommendations for the remainder of the
4 season. In this report, the Board may request that the Sector manager lease additional
5 quota to cover a potential overage for this and other stocks, and/or the Board of Directors
6 may request that individual Members, or the entire group, modify their fishing practices
7 to pace their catch of the weakest stock. When issuing either request, the Board of
8 Directors will examine the weekly Sector reports compiled by the Sector manager, as
9 well as individual vessel trip reports and aggregate data by gear or region as supplied by
10 the Sector manager to base future decisions on past performance. If the Board does not
11 approve a plan when the 90% threshold has been reached and the Sector is mandated to
12 report daily, the Sector Manager will use his or her discretion to issue stop fishing orders
13 to prevent Sector members from exceeding ACE allocations.

14
15 The reporting frequency for the sector manager's ACE Status Report will be increased to
16 daily when 90% of any of the sector's ACEs is reached. An alternative threshold for
17 increasing reporting frequency may be implemented during FY 2019-2020 if agreed upon
18 by the Sector and NMFS.

19
20 The Sector will submit required reports using the format and procedure prescribed by
21 NMFS.

22
23 While the Board of Directors bears the responsibility to issue both aforementioned
24 reports, the full Sector Membership is strongly encouraged to participate in the
25 development of these reports.

26 27 **Consolidation and redistribution of ACE**

28 No consolidation of ACE is anticipated for the 2019-2020 Fishing Year.

29 **Potential redirection of effort**

30 During FY 2019, Northeast Coastal Communities Sector vessels may redirect fishing
31 efforts into the following fisheries:

- 32 • Lobster
- 33 • Mackerel
- 34 • Squid
- 35 • Tuna
- 36 • Scallop

37 38 **How to avoid groundfish in other fisheries**

39 Sector vessels will not make sector trips (including monkfish, skate, dogfish) in non-
40 exempt fisheries or with non-exempt gear if the sector does not have ACE to cover the
41 groundfish catch (including discards) on those trips. Sector Members who participate in
42 exempted fisheries or fish with exempted gear will not have groundfish catch from those
43 trips counted against ACE, but will continue to be bound by the mortality controls for
44 those fisheries, including the use of days-at-sea.

EXHIBIT G: ROSTER

EXHIBIT H: MEMBER FEDERAL PERMITS AND STATE LICENSES

EXHIBIT I: MONITORING SERVICE PROVIDER INFORMATION

TBD

EXHIBIT J: RECORD ACCESS AUTHORIZATION

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

All confidential Sector data may be released to the Sector Manager, or designated sector employee(s). This statement applies to all confidential data for a two-year time period encompassing FYs 2019 and 2020.

EXHIBIT K: SIGNATURES