

**MAINE COAST COMMUNITY SECTOR**  
**Fishing Year 2021 and FY 2022 (May 1, 2021 – April 30, 2022) Operations Plan and**  
**Agreement**

This OPERATIONS PLAN AND AGREEMENT (this “Agreement”) is entered into as of this XX day of January, 2021 by and among the permit owners listed on the signature pages hereto and any other permit owners that are admitted pursuant to the terms of this Agreement (each, a “Member” and, collectively, the “Members”).

**RECITALS**

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

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

WHEREAS, Amendment 16 defines a sector as a group of 3 or more persons, none of whom have an ownership interest in the other two persons in the Sector, and that documentation demonstrating that the MCCS has met this definition has been provided to GARFO as Exhibit F hereto through Permit No. 152120 (MRI 78) under the distinct ownership of Brian Pearce, Permit No. 233869 (MRI 268) under the distinct ownership of Gerry Cushman, and Permit No. 242844 (MRI 2341) under the distinct ownership of Bryan Bichrest, and;

WHEREAS, in connection with the formation of the Sector, the Members desire to enter into this Operations Plan and Agreement, dated January 01, 2021 (the “Agreement”) in order begin operations for the 2021 and 2022 fishing years.

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

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

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

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

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

28 **Article II. Membership**

29 Section 2.01. Voluntary Membership. Participation in the Sector is completely voluntary  
30 among the Members, their Permits, and the related Participating Vessels.  
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32 Section 2.02. Scope of Membership Obligations. The obligations of the Members set forth in  
33 this Agreement shall only apply to the Permits and Participating Vessels (and not to any other  
34 permits or vessels owned by the Members that are not enrolled in the Sector pursuant to the terms  
35 hereof) to the extent that such Permits or Participating Vessels are fishing commercially with gear  
36 that is capable of harvesting Groundfish. Notwithstanding the foregoing, the Members  
37 acknowledge and agree that the Sector and its Members may, from time to time, be permitted to  
38 participate in certain Special Access Programs (each a “SAP”) and that it may be necessary to  
39 expand the scope of the membership obligations hereunder, in order to ensure that the Sector and  
40 its Members are in compliance with the rules and regulations relating to each such SAP. Therefore,  
41 the Members hereby agree to execute any amendments or supplements to this Agreement, which  
42 may reasonably be requested by the Sector or the Sector Manager in order to comply with the rules  
43 and regulations relating to any such SAP, including, without limitation, any amendments or  
44 supplements that expand the scope of the membership obligations hereunder to apply to vessels  
45 and/or permits that are not enrolled in the Sector.  
46

**Section 2.03. Length of Commitment.** Each Member hereby agrees to cause each of its Permits and the related Participating Vessels enrolled in the Sector at the beginning of the fishing year following the date on which such Member enrolled in the Sector to remain enrolled in the Sector for that entire (one) fishing year (the "Commitment Period") with the option to enroll for fishing year 2022 under this two year operations plan; provided, however, that if the Members seek to extend the terms of this Agreement consistent with Article IX below and GARFO does not approve the Sector's Operations Plan and Agreement, as the same may be amended, for the subsequent fishing year, then the obligation of such Member under this Section 2.03 shall terminate on the last day of the existing Commitment Period. Each Member further agrees that if its Permit leaves the Sector for any reason during the Commitment Period, or beginning for fishing years 2021 and beyond fails to notify the Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year, (i) such Member shall be subject to the penalty or penalties described on the Schedule of Penalties (as hereinafter defined), and (ii) such Member, its Permit and the related Participating Vessel shall be ineligible to participate in the Sector for a period of up to five [5] years following the date of such departure from the Sector as determined by the Board. Each Member acknowledges and agrees that 50 CFR Part 648.87 requires that each of its Permits and the related Participating Vessels must remain in the Sector for the entire fishing year in which such Permits and/or Participating Vessels are enrolled in the Sector, and that each Member's Participating Vessels may not fish outside the Sector under a multispecies DAS program during any fishing year in which its Permits and/or Participating Vessels are enrolled in the Sector.

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

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

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

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

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

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 19 **Section 2.08. Right of First Refusal for External Permit Transfers.** In the event that any  
 20 Member (a "Transferring Member") at any time proposes to sell, transfer or lease (a "Transfer")  
 21 his Permit to any proposed Transferee outside of the sector who shall make a good faith, bona fide  
 22 written offer therefore (a "Bona Fide Offer"), then the Transferring Member shall first deliver to  
 23 the Sector for distribution to its Members a written notice ("First Refusal Notice") that the  
 24 Transferring Member proposes to make such Transfer, which First Refusal Notice shall (i) state  
 25 the identity of the prospective Transferee, (ii) state the amount of consideration for the Permit and  
 26 the material terms and conditions upon which the proposed Transfer is to be made (the date on  
 27 which the Sector receives the First Refusal Notice being the "First Refusal Notice Date"), (iii)  
 28 represent that the Bona Fide Offer is an actual bona fide offer, and (iv) include a copy of any  
 29 written proposal, letter of intent or other agreement relating to the Bona Fide Offer. The Bona Fide  
 30 Offer must have a monetary amount attached to it. The Sector or any Member shall have a period  
 31 of 7 calendar days following the First Refusal Notice Date (the "Election Period") in which to elect  
 32 to purchase or lease the Permit at the price and subject to the same terms and conditions set forth  
 33 in the First Refusal Notice (Or an equal monetary value if other material goods or services are  
 34 involved in the trade). The Sector or Member shall exercise the right to purchase or lease such  
 35 Permit by delivering a written notice ("Election Notice") to the Transferring Member or Sector  
 36 Manager within the Election Period. In the event that the Sector or member desires to purchase the  
 37 Permit, then the parties shall schedule a closing for the payment for, and the delivery of, the Permit,  
 38 which shall be no later than 90 calendar days after the First Refusal Notice Date. The Transferring  
 39 Member agrees to enter into and deliver an agreement for the benefit of the Sector or Member,  
 40 containing standard and customary representations, warranties, covenants and indemnities by the  
 41 Transferring Member for the benefit of the Sector. If the Sector or Member has not elected to  
 42 purchase the Permit within the Election Period, then the Transferring Member is free to Transfer  
 43 the Permit to the Transferee; provided that such Transfer is on the terms and conditions specified  
 44 in the First Refusal Notice. If the proposed Transfer is not consummated within 90 calendar days  
 45 following the termination of the Election Period, the Transferring Member may not Transfer the  
 46 Permit without complying again with all the provisions of Section 2.05 and this Section 2.08.

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

**Section 2.10. Release of Confidential Data.** 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 Maine Coast Community 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 GARFO, 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 Fisheries 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 2021 and 2022.

1 **Section 2.11. Code of Ethics and Conduct for Sector Members, Sector Manager, and Sector**  
2 **Representatives:**

3 MCCS believes in and values:

4  
5 Professional accountability and integrity:

6 Accepting responsibility for professional decisions and actions while fishing, attending  
7 meetings, or engaged in projects as facilitated by MCCS. MCCS members and representatives will  
8 deal fairly, honestly and in good faith with those they work and interact with.

9  
10 Non-discrimination:

11 Approaching those you engage with respect and cultural sensitivity.

12  
13 Members are to understand that each of these core values are to be considered when making ethical  
14 and professional decisions in their capacity as sector members or representatives. These values are  
15 of equal weight and importance.

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17  
18 **Article III. ADMINISTRATION**

19 **Section 3.01. Sector Manager.** The Board of Directors (the “Board”) of the Sector shall  
20 appoint a manager of the Sector (the “Manager”), which Manager shall have the authority to  
21 manage the day-to-day business of the Sector and to act as its designated agent for service of  
22 process. Ben Martens of Brunswick, Maine, is the current agent for service of process and will  
23 continue in that role.

24  
25 **Section 3.02. Manager Authority.** The Manager shall have the authority (i) to monitor the  
26 activities of the Members and the Participating Vessels and to take other similar actions as may  
27 be necessary to ensure compliance by the Members and their Permits and Participating Vessels  
28 with this Agreement and other Sector requirements as may be adopted under the terms of this  
29 Agreement or the Sector’s Bylaws, as well as applicable laws, rules and regulations, and (ii)  
30 subject to the authority and direction of the Board or a committee delegated thereby pursuant to  
31 this Agreement, the Sector’s Bylaws or any other agreement relating to the Sector’s internal  
32 governance, to enforce this Agreement, including specifically, without limitation, the authority to  
33 impose “stop fishing” orders and penalties as set forth in the Schedule of Penalties (as hereinafter  
34 defined). The Manager shall also act as the liaison between GARFO and the Sector.

35 **Section 3.03. Sector Weekly and Daily Catch Reports** The sector will submit required reports  
36 using the format and procedure prescribed by GARFO. The Manager or Sector Data Analyst will  
37 retain and maintain all sector data, paper and electronic, and shall, on a weekly basis, transmit to  
38 GARFO catch reports providing data required by GARFO that includes, but are not limited to, (i)  
39 catch data by cumulative live weight landings and discards by stock, statistical area, and status of  
40 ACE for each of the stocks allocated to the Sector; (ii) administrative data including week ending  
41 date, number of trips, gear used, submission date of report, and whether the record was new or  
42 updated; (iii) observer data including data collected on an observed trip by a Northeast Fisheries  
43 Observer Program Observer, and shall extrapolate that across the entire Sector (cumulative) in the  
44 manner prescribed by GARFO; (iv) monitoring data including catch data collected on monitored  
45 trips by independent, third-party catch monitors, with extrapolation across the entire Sector

(cumulative) in the manner prescribed by GARFO; (v) issues regarding data discrepancies, such as outstanding catch records and any actions being taken to resolve such discrepancies, (vi) any enforcement or compliance issues, including issues that were resolved or issues under investigation (unless administrative only), and (vii) a list of vessels landing during the week, a summary of the at sea monitoring effort that includes the vessels monitored, the date and location of monitoring, and any discrepancies observed.

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

1. Sector Manager ACE Status Report: The ACE Status Report provides the sector managers ACE status calculations. This will allow GARFO to cross-check totals, as stipulated in Amendment 16. Information includes the original ACE at the start of the fishing year, the current ACE, harvested ACE, and the percent harvested to date.
2. Sector Detail Report: The Sector Detail Report includes information down to the sub-trip level about each sector trip for a given week, regardless of the completeness of the data. The information will include stock, gear, mesh categories, landing amounts, discards, and total catch.
3. Sector Trip Issue Report: The Sector Trip Issue Report provides information about sector trips for a given week that have enforcement, data quality, or other issues. The sector manager or data analyst will submit one Issue Report per reporting period. Weekly reports must include any enforcement or reporting compliance issues, including violations of sector operations plans (exclusive of defined administrative provisions), violations of regulations, or general problems with monitoring or sector operations during the reporting period.

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. The Manager shall include in such notice whether it intends to distribute the ACE reserve, consistent with sections 4.03 and 4.04.

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

The Sector will submit all data quality issues through the GARFO JIRA issue tracking application for research and correction.

1 Section 3.04. Annual Report. The Manager shall prepare and submit to the Council and  
2 GARFO an annual year-end report on the fishing activities of its Members, including the harvest  
3 levels of all species by Sector vessels (landings and discards by gear type), the number of sector  
4 vessels that fished for regulated groundfish, and the permit and MRI numbers associated with those  
5 vessels (except when this would violate protection of confidentiality), the number of vessels that  
6 fished for other species, the method used to estimate discards, the landing ports used by Sector  
7 vessels while landing regulated groundfish, any enforcement actions taken against the Members,  
8 and other relevant information required by the Regional Administrator to evaluate the Sector's  
9 performance, within 60 days of the end of the fishing year.

10  
11 Section 3.05. Sector Board. For FY 2021 and 2022, the MCCS board of directors, officers, and  
12 attorney are listed below. If the Sector Manager (Mary Hudson) cannot be reached GARFO may  
13 contact Ben Martens or Gerry Cushman with any sector-related business. GARFO may receive  
14 official communications on the sector's behalf from these same individuals.

15  
16 MCCS Board of Directors:

- 17 1. Gerry Cushman
- 18 2. Bryan Bichrest
- 19 3. Craig Durant
- 20 4. Geoff Smith
- 21 5. Alex Todd
- 22 6. Brian Pearce
- 23 7. Randy Cushman

24  
25  
26 Section 3.06. Infractions. The Board shall oversee the handling of all infractions. The Board  
27 shall ensure fair, consistent and appropriate enforcement of this Agreement, the Harvesting  
28 Rules, the ACE (as hereinafter defined) requirements set forth on Exhibit B hereto, the Plan,  
29 Amendment 16, and other Sector requirements as may be adopted under the terms of this  
30 Agreement or the Sector's Bylaws. The Board is responsible for reviewing the "Schedule of  
31 Penalties" attached as Exhibit A and shall either approve it or, if it determines appropriate, it  
32 shall make changes to it. The Schedule of Penalties shall address any unauthorized fishing  
33 activities (whether under applicable laws, rules and regulations or otherwise) and violations of  
34 this Agreement, the Harvesting Rules, the ACE requirements, the Plan, Amendment 16, and  
35 other Sector requirements as may be adopted under the terms of this Agreement or the Sector's  
36 Bylaws. Such schedule of penalties may be based on reductions in ACE instead of or as an  
37 alternative to dollars amounts. The Board shall review and approve any Schedule of Penalties  
38 prior to the commencement of the fishing year for which such Schedule of Penalties has been  
39 prepared. In addition, the Board shall have the authority to take any number of enforcement  
40 measures against the Members for the non-payment of membership dues and/or poundage fees.  
41 Such enforcement measures may include requesting expulsion of the violating Member under  
42 Section 8.02 and issuing a stop fishing order against such Member.

43 Section 3.07. Procedures for Investigations. In addition to the Manager's authority described  
44 in Section 3.02 hereof, the Manager may, on his own, and shall, at the request of the Board or a  
45 Member, request that the Board conduct an investigation of possible infractions of the  
46 Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements as may



be adopted under the terms of this Agreement or the Sector's Bylaws, by calling a meeting of the Infractions Committee and presenting it with the information that is the basis for the Manager's or Member's opinion that an infraction occurred. The Board shall operate as a "blind" committee, such that the identity of the Member, Permit and/or Participating Vessel under consideration shall only be known to the Manager. The Board may assign a number of its members, which constitutes no more than 50% of the Board, to investigate the matter further and to recommend action, if any, to the full Board. Such committee member assignments shall be rotated. If, upon the conclusion of such investigation, the Board determines by an affirmative vote of a majority (51%) of its members that a violation of this Agreement, the Harvesting Rules, the Plan, Amendment 16, or other Sector requirements (as may be adopted under the terms of this Agreement or the Sector's Bylaws) has occurred, it may, and is hereby given the authority to impose penalties consistent with those prescribed in the Schedule of Penalties, (ranging from letters of warning to fines or reductions in ACE, to stop fishing orders) or to recommend expulsion of the Member. The Board 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 Sector, Plan, and Amendment 16, and are uniform with those reached in similar circumstances. All appeals from such Board action shall be taken in accordance with Section 7.05 hereof. Each of the Members agrees to cooperate fully with the Manager and the Board in such investigations and procedures (including cooperation with any requests for information or data that may be made by the Manager or the Board).

#### Section 3.08. Sector Points of Contact.

Sector Communications Contacts for Maine Coast Community Sector Fishing Year 2017 and 2018							
Name	Title	Responsibility	Email	Phone	Street Address	City/State	Zip
Mary Hudson	Sector Manager	Day-to-day sector operations, Weekly reports	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Gerry Cushman	Board Liaison	Board Contact (Emergencies Only)		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

## Article IV. ALLOCATION AND HARVEST

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

**Section 4.02. Annual Distribution, Consolidation, and Harvest.** Each Member hereby

acknowledges and agrees that the aggregate allocation of Groundfish authorized by Amendment 16 and GARFO to the Sector ("Sector ACE") shall be harvested in accordance with the Harvesting Rules, which are set forth as Exhibit C hereto, and the provisions for allocation set forth in Exhibit B hereto. Consistent with Exhibit B, prior to the commencement of the Fishing Year, the Board shall make an initial distribution of the Sector's ACE to members based on the Members' fishing history ("Individual ACE"). After the initial allocation of ACE is made, and at any time during the fishing year, Members are free to transfer, lease, or sell any Individual ACE to any other Member consistent with Section 4.09. Members with or without ownership interests in multiple Permits may consolidate ACE to harvest from a single or fewer vessels, provided that the Manager is notified and consents to such transfer. See Section 5.10 for further discussion regarding redistribution of ACE, and Exhibit B and Table B.3 for further discussion regarding consolidation of ACE.

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

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

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

**Section 4.05. Research Reserve.** Each Member agrees that the Board may establish a reserve of ACE for each Groundfish species for purposes related to research. The terms and conditions for the distribution of ACE placed into the reserve shall be established through an agreement between the Board and the Member(s) electing to place ACE in the reserve. The amount of the reserve shall not exceed the ACE of such Member(s), their Permits, and their participating

Vessels, and shall be deducted from the Sector ACE before such Sector ACE is distributed through Individual ACE or otherwise.

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

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

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

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

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

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

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

sufficient ACE to balance overages from the previous year.

**Section 4.11. ACE Overages.** Any Sector ACE overage that is not accounted for through a subsequent ACE transfer will be considered a violation of the Plan and regulations. GARFO may hold Members and the Sector jointly and severally liable for such overage as indicated in Article VII below. If the Sector or a Member exceeds its or their allocation, the overage will be deducted the following year on a pound for pound basis, after accounting for any transfers. A permanent reduction in Sector ACE will follow any vessels that leave the Sector.

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

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

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

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

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

## **Article V. ADDITIONAL MEMBERSHIP REQUIREMENTS, RESTRICTIONS, AND EXEMPTIONS**

**Section 5.01. Letters of Authorization and 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 applicable regulations stipulated in the LOA and all applicable Federal regulations and laws not specifically exempted in the LOA. Each Member agrees that its Participating Vessel(s) shall maintain on-board at all times while fishing for groundfish a LOA from GARFO verifying such Participating Vessels' participation in the Sector, contact information for the Sector Manager, and a copy of the Operations Plan and

Agreement in effect for the current fishing year.

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

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

**Section 5.04. Area Declarations.** For the purpose of providing the Sector and its Manager with a greater understanding of the fishing patterns conducted by their members, the following reporting requirements have been crafted and adopted by the Sector in collaboration with **all** Northeast Groundfish Sectors in the region. These provisions afford Sectors an administrative tool to track fishing activity west of the 70:15. The implementation of the following requirements is conditioned on the adoption of all Northeast Groundfish Sectors in their FY 2021 Operations Plans. In the event this provision is not adopted by all Northeast Groundfish Sectors the specifications below will not be implemented by this Sector.

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

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

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

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

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

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

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

that result in a violation of this Agreement.

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

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

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

**Section 5.08. Advanced Notice of Offloading.** Consistent with the requirements of Section 6.01, vessels shall notify the Sector Manager through the vessel’s Vessel Monitoring System (VMS) or other means prior to landing, Consistent with Exhibit G, each Participating Vessel operator must send a trip start hail and a trip end hail six hours before arrival, or immediately upon leaving the fishing grounds if fishing ends less than six before landing. An alternative timing for the trip end hail may be implemented during the 2018 fishing year if agreed upon by the sector, sector monitoring provider, and GARFO. Vessels shall provide location and approximate time of landing, and estimation of pounds to be landed. The trip end hail will be sent upon completion of the last tow with required information.

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

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

*Universal Exemptions:*

- Exemption from groundfish DAS requirements, including DAS reductions, differential groundfish DAS counting, the 3/15 rule for gillnets, and 24-hour DAS counting.
- Exemption from trip limits on stocks for which a sector receives an allocation, except for the following:
  - Halibut: Trip limit would continue to be one fish per trip
  - No vessel, whether in the Common Pool or in any sector, would be allowed to possess any windowpane flounder (both stocks), ocean pout, or wolffish on board at any time. When caught, these species must be discarded.
- Exemption from additional mortality controls adopted by Amendment 16, including additional seasonal or year-round closures, gear requirements, DAS reductions, differential DAS counting, and/or restricted gear areas.
- The Gulf of Maine Cod Protection Closures IV and V.
- Exemption from the requirement to use 6.5-inch mesh in the codend in haddock separator trawl/Ruhle trawl when targeting haddock in the Georges Bank Regulated Mesh Area to use 6-inch mesh in the codend.
- Exemption from all or a portion of ASM coverage if the vessel is fishing with extra-large mesh gillnets (10-inch or greater mesh) exclusively in Inshore GB or SNE.

*Exemptions Previously Approved for FY 2017/2018*

The final rule approving sectors for FY 2010 (75 Fed. Reg. 18113 (April 9, 2010)) approved several additional exemptions for certain sectors. As directed by GARFO, although these exemptions were approved for FY 2010-2020 wanting these exemptions for FYs 2021-2022 must again include these exemption requests in their FYs 2021-2022 operations plans, but do not need to provide a supporting justification for these exemptions as GARFO will use the same information from 2010-2020. The FY 2010-2020 exemptions requested by the MCCS for FYs 2021-2022 are as follows:

- 120-day block requirement out of the fishery for day gillnet vessels
  - This measure was implemented in 1997 under FW 20 (62 FR 15381, April 1, 1997) to help ensure that management measures for Day gillnet vessels were comparable to effort controls placed on other fishing gear types (the proposed rule for this action erroneously stated that this action had been implemented in 1996 under Amendment 7). Regulations at § 648.82(j)(1)(ii) require that each NE multispecies gillnet vessel declared into the Day gillnet category declare and take 120 days out of the non-exempt gillnet fishery. Each period of time taken must be a minimum of 7 consecutive days, and at least 21 of the 120 days must be taken between June 1 and September 30. This measure was designed to control fishing effort and, therefore, is no longer necessary for sectors because sectors are restricted to an ACE for each groundfish stock, which limits overall fishing mortality. Because sector vessels are prohibited from discarding all legal-sized allocated fish when on a sector

trip, and are restricted by their ACE, vessels will likely fish more selectively, which in turn, can increase each vessel's catch per unit of effort (CPUE) and reduce the number of days that fixed gear is in the water. Similarly, protected species (such as harbor porpoise and humpback whales) may benefit from less fishing effort and fewer gear days.

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

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

- DAS Leasing Program Length and Horsepower Restrictions
  - While Amendment 16 exempts sector vessels from the requirement to use NE multispecies DAS to harvest groundfish, some sector vessels will still need to use NE multispecies DAS under specific circumstances; for example, when fishing for monkfish. This is an exemption from the FAD Leasing Program length and horsepower restrictions. Sector ACCEs eliminate the need to use vessel



characteristics to control fishing effort and that removal of this restriction would allow sector vessels more flexibility. Leasing under this exemption is without regard to baseline characteristics and only occurs between vessels of the same sector or vessels of any other sector that is also granted this exemption.

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

#### *Exemptions Approved for FY 2016/2017*

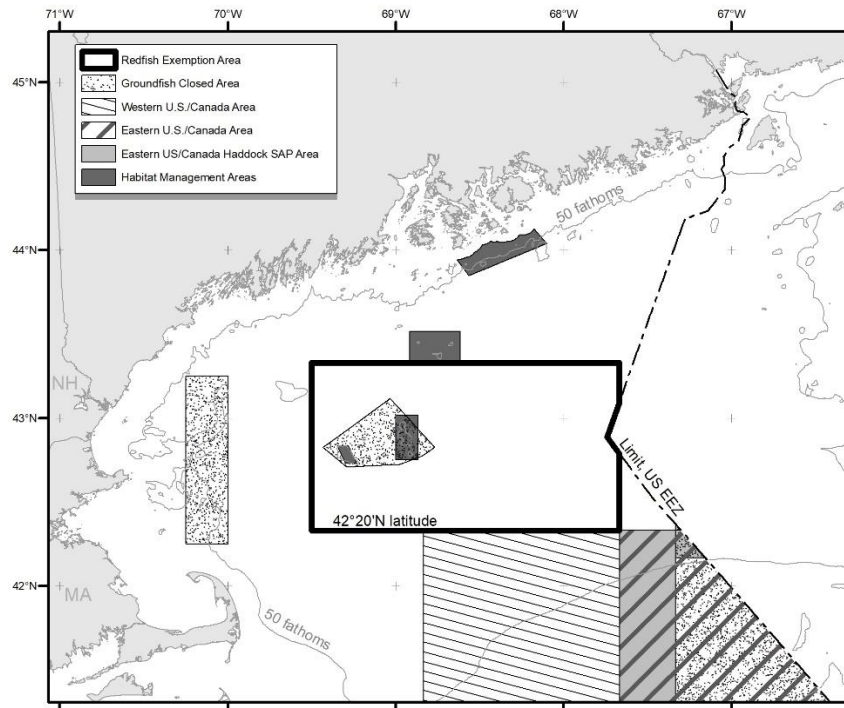
- Minimum codend mesh size for directed redfish trips:

#### 15 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 consistent with the standard requirements. This exemption does not require additional at-sea monitoring coverage required above the target coverage level for sectors (40% in fishing year 2020).
2. Prior to leaving the dock, the vessel must declare its intent to use the redfish exemption on the trip through the VMS multispecies 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. The daily report is required if the vessel has declared the exemption, even if the vessel does not target redfish. The vessel must submit Multispecies Catch Reports through VMS in 24-hr intervals for each day of the fishing trip. The report must be submitted by 0900 hr (9:00 a.m.) on the date following the date the fish were caught. The report must provide a good faith estimate of the amount each regulated species caught on each day of the trip.
4. The vessel may use a codend with 5.5-inch mesh (square or diamond) and greater within the Redfish Exemption Area (excluding areas otherwise closed to fishing activity). The area is shown below.



The Redfish Exemption Area is bounded on the east by 67°40' West Longitude and the U.S.-Canada Maritime Boundary, the north by 43°20' North Latitude, the west by 69°30' West Longitude, and the south by 42°20' North Latitude. It is defined by the following coordinates, connected by straight lines in the order listed:

Point	N. Lat.	W. Long.
A	43°20.00'	69°30.00'
B	43°20.00'	67°40.00'
C*	43°06.23'	67°40.00'
D*	42°53.24'	67°44.55'
E*	42°47.17'	67°40.00'
F	42°20.00'	67°40.00'
G	42°20.00'	69°30.00'
A	43°20.00'	69°30.00'

\*Approximate points corresponding to the intersections of 67°40' W. longitude and the U.S.-Canada Maritime Boundary, and the area's eastern boundary following the U.S.-Canada Maritime Boundary.

5. During a Redfish Exemption Trip, any codend that is only authorized on a Redfish Exemption Trip must be stowed not available for use consistent with the methods outlined in 50 CFR 648.2 until the vessel has completed the requirements identified in paragraph 8 below. Although vessels are not required by this exemption to stow their smaller mesh codend below deck in all cases, vessels transiting closed area are reminded participation in this exemption does not waive the transiting restrictions outlined in § 648.81(e).

#### **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: Fishing With a Smaller Mesh Codend**

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, before fishing with a codend with smaller than 6.5-inch mesh, 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 vessel must send a Multispecies Catch Report providing 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 in the report, indicating that it intends to fish with a smaller mesh codend and 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 make available for use the 5.5-inch mesh codend 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 daily catch report, in addition to other required reports, and a Trip End Hail via VMS once it stops fishing and begins its return to port. The vessel may not fish outside the Redfish Exemption Area.

### **Summary Of All Redfish Exemption Trip Reporting Requirements**

1. Submit a Multispecies Trip Start Hail declaring a redfish trip
2. Submit VTRs for each chart area, gear, and/or mesh size fished.
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 of the catch report completed prior to fishing under the exemption.
5. Submit a final daily catch report and Trip End Hail once fishing is complete.

### **Monitoring Catch Thresholds**

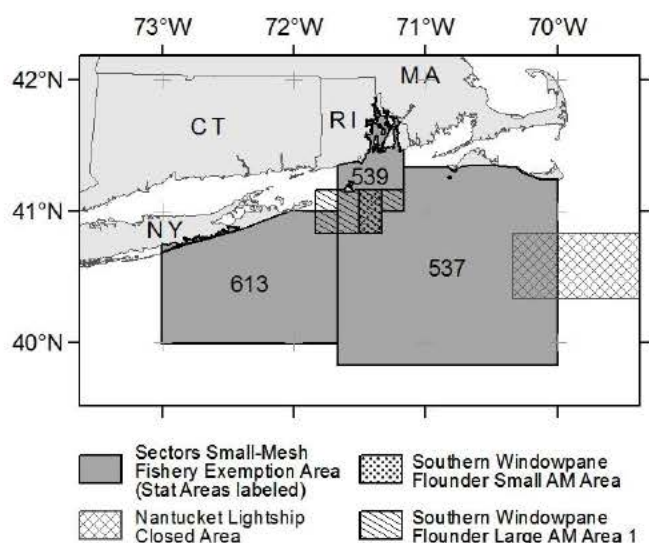
For all trips declaring the redfish exemption and targeting redfish during Part 2 of the trip, at least 50% of the total groundfish kept must be redfish. For observed trips (NEFOP/ASM/EM) declaring the redfish exemption and fishing a smaller than 6.5-inch mesh codend during Part 2 of the trip, total 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 either 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](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 board and indicate that it intends to fish with smaller mesh (i.e. with Step 5 completed).
4. 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.
5. Following submission of the Multispecies Catch Report, the vessel may deploy its modified small mesh gear in the areas described above and is prohibited from fishing

outside of the small mesh exemption area. All other applicable regulations apply to this portion of the trip.

6. No fishing may occur under this exemption in areas overlapping the Southern Windowpane Flounder Accountability Measure Areas, regardless of whether or not accountability measures have been triggered.
7. 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.
8. A vessel fishing with this exemption must retain and land all legal-sized groundfish on both the regulated mesh and small-mesh portions of the trip.

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

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

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

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

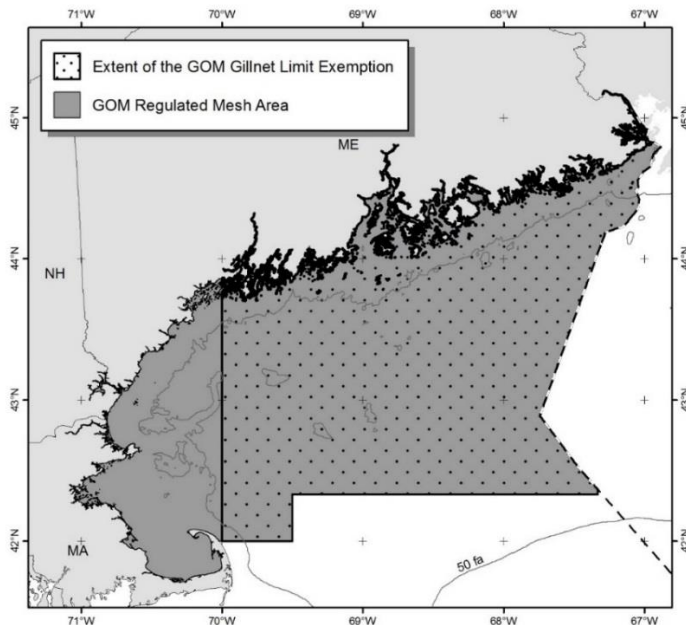
1. The vessel must declare its trip into the Pre-Trip Notification System at least 48 hours before sailing, and carry an observer or at-sea monitor (ASM) if selected, consistent with current requirements.
2. The vessel must declare a trip start, prior to sailing, using the Interactive Voice System (IVR).
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



1 gillnets fished must be tagged..



2  
3  
4 • Sampling Exemption

- 5 ○ Conducting scientific research on regulated fishing trips may require special  
6 permits, depending on the activities proposed. A temporary research permit  
7 authorizes a federally permitted fishing vessel that is accompanied by a research  
8 technician, typically staff for the principal investigator, to temporarily retain fish  
9 that are not compliant with applicable fishing regulations to collect catch data such  
10 as length and weight. Under a temporary possession permit, a vessel may be exempt  
11 from specific regulations, including minimum fish sizes, closures, and possession  
12 limits. Sampled fish are returned to the sea as soon as practicable after sampling.  
13 Some sectors proposed independent sampling programs, where data would be  
14 collected from fish that otherwise must be immediately discarded. We approved an  
15 exemption for temporary possession permits for research purposes for sectors with  
16 approved research activities to streamline the application and documentation  
17 process.  
18

19 *This exemption was utilized by ten boats within MCCA in FY2020 for boats in the electronic*  
20 *monitoring EFP. While the EM program is operationalized this year, MCCA still requires this*  
21 *exemption for boats fishing in other EFPs, such maximized retention electronic monitoring and*  
22 *ropeless gillnet gear studies.*  
23

24  
25 **Section 5.10. Potential Redirection of Effort.**  
26

27 During FY 2017 and 2018, the Maine Coast sector experienced a redistribution of effort out of  
28 groundfish and into other fisheries. Over the past two fishing seasons some MCCA fishermen

shifted all or a portion of their business to:

- Lobster
- Scallop
- Bluefin tuna
- Menhaden
- Monkfish

This is largely due to increasing constraints on GOM cod and American plaice quotas. Because of these constraints, many MCCS fishermen are looking for other avenues to survive considering cuts they will be facing next year.

During FY 2021 and 2022, the Maine Coast sector anticipates that the redirection of effort from groundfish to the above-stated fisheries will continue to impact the sector. Although we have seen some fishermen return, or at least express interest in getting back into groundfish, overhead costs are prohibitive, and the retention and/or return of fishermen into the groundfish fishery will partially depend on our ability to obtain more permits and affordable quota.

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

Further, the Members acknowledge that limited redirection of fishing effort onto stocks not managed under the Plan could occur as a result of insufficient ACE for a directed fishery on regulated groundfish species. If any redirection occurs, they will not redirect effort onto stocks which are overfished or for which overfishing is occurring. Any redirection of effort into other fisheries where non-specified gear is used will be closely monitored throughout the year and reported in the Annual Report. Through the reporting requirements contained in this Agreement, the Manager will monitor any redirection of effort and include that information in the Manager's Annual Report to GARFO. Members that violate this provision will be subject to penalties in accordance with Exhibit A.

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

**Section 6.01. Sector Hails/Reporting.** Consistent with Exhibit G, each Participating Vessel operator must send a trip start hail when required by GARFO and a trip end hail six hours before arrival, or immediately upon leaving the fishing grounds if fishing ends less than six before landing. An alternative timing for the trip end hail may be implemented during the 2021 and 2022 fishing years if agreed upon by the sector, sector monitoring provider, and GARFO.

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

- 4 • Operator's Permit Number
- 5 • VTR serial number
- 6 • Whether an observer/at-sea monitor was deployed on board
- 7 • Usage of specific sector exemptions
- 8 • Usage of specific operations plan provisions
- 9 • Landing port city
- 10 • Landing state (abbreviation)
- 11 • An estimate of the date and time of arrival to port;
- 12 • An estimate of the date and time offload (conditionally required)
- 13 • Comments
- 14 • and any other information as instructed by the Regional Administrator or sector manager.

15  
16 The trip end hail will also be sent as an email through VMS to the sector manager. The message  
17 will contain:

- 18 • Operator's Permit Number
- 19 • Vessel Trip Report (VTR) serial number
- 20 • First landing port city
- 21 • First landing state (abbreviation)
- 22 • Dealer/Offload Location
- 23 • Estimated time and date of arrival
- 24 • Estimated time and date of offload
- 25 • Second offload port city
- 26 • Second offload state (abbreviation)(if used)
- 27 • Total groundfish kept in pounds
- 28 • Total non-groundfish kept in pounds
- 29 • Comments (required as directed by the sector manager or Regional Administrator)

30  
31 In accordance with and defined by Amendment 16, all Sector vessels will also be required to make  
32 a declaration to GARFO via VMS prior to departing port identifying whether they intend to fish  
33 in one broad reporting area or multiple reporting areas. Vessels that fish in multiple areas will be  
34 required to provide additional daily reports to GARFO as required by Amendment 16.

35  
36 For trips less than 6 hours in length or occurring within 6 hours of port, the estimated time of  
37 arrival to port must be provided in the trip start hail. The trip end hail will be sent upon completion  
38 of the last tow with required updated information. An alternative timing for the trip end hail may  
39 be implemented during FYs 2021-2022 if agreed upon by the sector, the monitoring provider, and  
40 GARFO.

41  
42 The sector will submit required reports using the format and procedure prescribed by GARFO.

43  
44 **Section 6.02. Participating Vessel Catch Reports.** To enable each Member and the Sector to  
45 monitor the Members' compliance with this Agreement, each Member agrees to report each of  
46 its Participating Vessels' entire catch by species on a landing-by-landing basis, by providing the

1 Manager with a copy of the official Vessel Trip Report, Electronic Vessel Trip Report (EVTR),  
2 or other reporting document authorized by GARFO within 24 hours of offloading retained catch  
3 or prior to departing on a subsequent trip, whichever occurs first, in the form and manner  
4 prescribed by the Manager. Vessels will either submit an electronic VTR or a paper VTR. As  
5 provided in Section 3.05, the sector manager will retain and maintain all sector data, including  
6 records of all paper and electronic VTRs. All trips, even those that have no landings, that take  
7 place while declared in the multispecies fishery *must* be accompanied by a paper or electronic  
8 VTR.

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

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

27 **Section 6.04. Catch Verification.** The Manager shall, and each Member shall ensure that the  
28 Manager does compare, verify and validate each Participating Vessel's landings records with the  
29 dealer reports for such Participating Vessel on a continuing and frequent basis. If the Manager  
30 identifies a discrepancy, he shall immediately notify the affected Member and seek to resolve the  
31 discrepancy. If the Manager is unable to satisfactorily reconcile the catch records, he shall notify  
32 the Committee of the discrepancy for its consideration and resolution. Each Member further  
33 agrees to cooperate fully with any requests for information or data that are made by the Manager  
34 or the Committee in an effort to resolve such discrepancy.

36 **Section 6.05 Offloading Catch.** The designated ports for offloading fish are identified in section  
37 5.05. The ports of Portland, Gloucester, and Port Clyde have a dealer, but some fish offloaded in  
38 Port Clyde is trucked to Portland, as is fish offloaded in the "remote ports" of Cape Porpoise,  
39 Sebasco Harbor, Camp Ellis, Boothbay Harbor, Cundys Harbor and Kennebunkport. Remote ports  
40 (ports where there is no licensed dealer, regardless of whether there is a scale for weighing fish),  
41 may require two monitored events; the vessel offload and the dealer (truck) offload. Section 5.06  
42 discusses exceptions to offloading at designated ports.

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

44 The Maine Coast Community Sector will participate in the Northeast Fisheries Observer Program  
45 (NEFOP) and the NMFS-designed at-sea monitoring (ASM) program. Any additional coverage  
46 beyond the NMFS designed At-Sea Monitoring program will not be allowed to replace or interfere

with either the coverage of NEFOP or the NMFS-designed ASM program The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. The Sector will use the NMFS-designed ASM program. GARFO will provide the Sector with data from NEFOP and ASM program. Please see exhibit G for a more detailed description of the NMFS-designed At-Sea Monitoring program.

**Section 6.07 Electronic Monitoring (EM) Program.** The Maine Coast Community Sector will also participate in the NMFS-designed Electronic Monitoring program. See EM program description attachment for more details.

**Section 6.08 Observer Safety.** The Sector Manager will work with the at sea monitoring Vendors and Participating Vessels to ensure they meet the minimum safety standards.

**Section 6.09 Pre-trip Notification.** The designated ports for departure are identified in section 5.05. GARFO will continue to operate the Pre-trip Notification System (PTNS) to make selection for NEFOP (NMFS funded program) and ASM (Industry funded program). For the pre-trip at sea monitoring notification, the Sector Vessels will notify NEFOP a minimum of 48 hours prior to deployment and shall occur via a telephone call or online. Day boats may notify NEFOP for all trips up to 10 days in advance. The Vendor is required to be capable of taking telephone calls 24hrs per day, 7 days per week. Once the Vendor receives notice of a trip, they shall notify the Sector Manager, NEFOP and OLE via electronic mail or telephone whether or not they are assigning a monitor to the trip selected by PTNS. Exhibit H provides further details of related protocols.

**Section 6.10 Electronic Data Transfers.** Data from observed trips shall be provided electronically to the Vendor, the Sector Manager, the NEFSC and in a format approved by NFMS, as it becomes available.

**Section 6.11 Discard Rates.** The Sector manager (or his designated representative) will derive stock specific discards for each trip. If the trip is observed by either an ASM or a NEFOP observer, discards will be derived based on data collected during that trip and will account for all hauls (observed and unobserved) on that trip. If the trip is not observed, discards will be derived using the GARFO-provided discard rate resulting from the GARFO (peer-reviewed and approved) method to estimate 'in-season' discard rates.

**Section 6.12 ASM Program Adjustments.** The Sector Manager will work with the Vendor and NEFSC on an ongoing basis to improve all aspects of its ASM Program, including making any necessary adjustments to achieve desired levels of coverage while meeting other Program requirements.

## **Article VII.**

## **ENFORCEMENT**

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

Agreement, the Harvesting Rules, and any Schedule of Penalties.

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

- **Section 1.02. Organization and Authority**
- **Section 2.01. Voluntary Membership**
- **Section 2.02. Scope of Membership Obligations**
- **Section 2.03. Length of Commitment**
- **Section 2.04. New Members**
- **Section 2.05. Permit Transfers**
- **Section 2.06. Membership Dues**
- **Section 2.08. Right of First Refusal for Permit Transfers**
- **Section 2.09. Right of First Refusal for ACE Transfers**
- **Section 2.10. Release of Confidential Data**
- **Section 3.01. Sector Manager**
- **Section 3.02. Manager Authority**
- **Section 3.04. Procedures for Investigations**
- **Section 3.07. Sector Board and Officers**
- **Section 4.01. Sector Allocation**
- **Section 4.02. Annual Distribution, Consolidation, and Harvest**
- **Section 4.03. Sector ACE Reserve**
- **Section 4.04. Distribution of Sector ACE Reserve**
- **Section 4.05. Research Reserve**
- **Section 4.06. Distribution of Research Reserve**
- **Section 5.04. Operators**
- **Section 5.10. Potential Redirection of Effort**
- **Section 6.04. Catch Verification**
- **Article VII. ENFORCEMENT (Except Section 7.03.)**
- **Article VIII. EXPULSION OF MEMBERS**
- **Article IX. TERM/TERMINATION**
- **Article X. MISCELLANEOUS**

**Section 7.03. Joint and Several Liability and Restrictions on Fishing Activity.** The Members also acknowledge and agree that a violation of this Agreement or applicable federal fishery regulations by one or more Members (or the Members' Permits, Participating Vessels or Participating Vessels' operators, if any) that causes the Sector to exceed its ACE for any species, or a hard total allowable catch or "hard-TAC", or results in the discarding of legal sized fish or the misreporting of catch (landings or discards), could subject the Sector and its Members to

joint and several liability for civil penalties and permit sanctions pursuant to 15 C.F.R. Part 904.

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

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

**Section 7.05. Appeal from Infractions Committee Decision.** If the Infractions Committee (i) has determined, pursuant to the procedures set forth in Section 3.04 hereof, that a Member has violated this Agreement or (ii) makes any other determination with respect to a Member under this Agreement (including, specifically, without limitation Section 5.03 hereof), such violating Member shall have five business days following the date of notice of the Infractions Committee's determination to request reconsideration of the enforcement or other action and/or propose an alternative form of penalty. Such request shall be made in writing and shall be addressed to the Board. The Board may, in its sole discretion, grant or deny any request for reconsideration and may, in its sole discretion, approve or disapprove any alternative form of penalty; provided, that the Board 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 Sector, Plan, and Amendment 16, and are consistent with those reached in similar circumstances.

**Section 7.06. Penalties and Attorneys' Fees.** Penalties for any violations of this Agreement shall, to the extent addressed in the Schedule of Penalties, be limited to the amounts set forth on the Schedule of Penalties plus all costs, fees and expenses, including attorney's fees, incurred by the Sector or, in a case in which the Sector does not take enforcement action, by the Members bringing such action, in enforcing the provisions of this Agreement. To the extent the Schedule of Penalties addresses such matter, the Members and the Sector hereby waive any claims to actual, direct, or indirect damages, and instead agree that payment of the amounts set forth on the Schedule of Penalties and costs of enforcement shall be their sole remedy for breaches of this Agreement. In connection with any legal proceeding related to this Agreement, the non-prevailing party shall pay the prevailing party's reasonable costs and attorney's fees associated with the proceeding.

**Section 7.07. Application of Penalties, Fines and Damages.** All penalties, fines and/or other

damages paid to the Sector shall, first, be applied to the cost of enforcement of such violations and, second, any remaining amounts shall be applied to the costs and expenses of the administration, management and preservation of the Sector. Any funds remaining after the application of the foregoing sentence shall be used to further research into efficient management of groundfish stocks for the benefit of the resource and those that harvest the resource; provided that any such use of funds shall comply with all applicable laws, including the provisions of the Internal Revenue Code, as amended, that may apply to the Sector from time to time.

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

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

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

## **Article VIII. EXPULSION OF MEMBERS**

**Section 8.01. Cause.** The Members agree that any Member, its Permits and/or its Participating Vessels may be expelled from the Sector if (i) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) seriously undermine and threaten the existence of the Sector, (ii) the actions of such Member and/or its Participating Vessels (or the Participating Vessels’ operators) have exposed other Members of the Sector to monetary penalties and/or legal actions, (iii) such Member has been convicted of a serious crime, or (iv)



1 such Member has not paid its membership dues and/or poundage fees as required by Section  
2 2.06.

3  
4 **Section 8.02. Procedure.** Any Member, the Infractions Committee or the Manager may submit  
5 to the Board a request to have a Member, its Permits and/or its Participating Vessels expelled  
6 from the Sector (the "Expulsion Request"). Such Expulsion Request shall be in writing and shall  
7 include an explanation of the basis for expulsion. The Board shall vote on such Expulsion  
8 Request within fourteen (14) days of receipt of such Expulsion Request. The affirmative vote of  
9 three-fourths (75%) of the members of the Board shall be required in order to expel a Member,  
10 its Permits and/or its Participating Vessels. Expulsion shall be effective immediately upon the  
11 receipt of the requisite vote by the Board. As required by 50 CFR Part 648.87 and Amendment  
12 16, a Member, its Permits and/or its Participating Vessels expelled during any fishing year may  
13 not fish outside of the Sector under a multispecies DAS program, participate in another  
14 groundfish sector, or lease or transfer any DAS or ACE assigned to that Member's Permits or  
15 Participating Vessels during the remainder of such fishing year. Upon expulsion of any  
16 Member, its Permits and/or its Participating Vessels, the Manager shall immediately notify  
17 GARFO via certified mail that the Member's Permits and/or Participating Vessels are no longer  
18 included in the Sector.

## 19 20 **Article IX. TERM/TERMINATION**

21 This Agreement takes effect upon the approval hereof by the Regional Administrator in accordance  
22 with 50 CFR Part 648.87 and terminates on the last day of the 2018 fishing year (which occurs in  
23 April 2021) (the "Term"). The Term of this Agreement may be extended by the written consent  
24 of the Members. Such written consent to extend the Term of this Agreement shall be given 20  
25 calendar days in advance of the date by which the Sector's Operations Plan and Agreement for the  
26 upcoming fishing year must be submitted to GARFO. Notwithstanding the foregoing, if GARFO  
27 shall not approve the Sector's Operations Plan and Agreement, as the same may be amended, for  
28 any fishing year during the Term or any extension thereof, then this Agreement shall terminate on  
29 the last day of the last fishing year for which the Sector's Operations Plan and Agreement shall  
30 have received approval from GARFO.

## 31 32 **Article X. MISCELLANEOUS**

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

38 **Section 10.02. Succession and Assignment.** This Agreement and all of the provisions hereof  
39 shall be binding upon and inure to the benefit of the parties and their respective successors and  
40 permitted assigns, but neither this Agreement nor any of the rights, interests or obligations  
41 hereunder shall be assigned by any party, including by operation of law, without the prior written  
42 consent of the Manager, such consent not to be unreasonably withheld or delayed, nor is this  
43 Agreement intended to confer upon any person except the parties hereto any rights, interests,  
44 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) one business day following the date sent when sent by overnight delivery, (ii) five business days following the date mailed when mailed by registered or certified mail return receipt requested and postage prepaid, and (iii) 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 dispute resolution procedures set forth in Article VI, each of the Members consent to the exclusive jurisdiction and venue of the federal district court in Maine or, if said court does not have jurisdiction, in such courts in the State of Maine that do have jurisdiction, for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Agreement. Each of the Members accepts, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waives any objection as to venue, and any defense of *forum non conveniens*.

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

**Section 10.09. Severability.** Any term or provision of this Agreement that is held invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

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

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

1           IN WITNESS WHEREOF, the undersigned party has executed the Maine Coast  
2 Community Sector Operations Plan and Agreement for Fishing Year 2021 and 2022, as of the date  
3 written above with the understanding that membership is binding for one fishing year and will be  
4 established with a follow up contract for FY 2021.

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

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

23  
24 **The electronic copy of the signatures is attached in a separate file**

25  
26 Signature:\_\_\_\_\_

27 Name/Company:\_\_\_\_\_

28 MRI #:\_\_\_\_\_

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

30  
31 Signature:\_\_\_\_\_

32 Name/Company:\_\_\_\_\_

33 MRI #:\_\_\_\_\_

34  
35 Signature:\_\_\_\_\_

36 Name/Company:\_\_\_\_\_

37 MRI #:\_\_\_\_\_

**EXHIBIT A**

<b>Maine Coast Community Groundfish Sector Penalty Schedule</b>			
<b>VIOLATION</b>	<b>FIRST*</b>	<b>SECOND*</b>	<b>THIRD*</b>
<b>VIOLATIONS REGARDING THE INDUSTRY-FUNDED AT-SEA MONITORING PROGRAM, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS</b>			
Violations including but not limited to: interference with or intimidation of monitor, monitor refusal, failure to pay ASM fees, noncompliance with cancellation policy, or interference with vessel selection.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500+ (and/or stop fishing order)
<b>VIOLATIONS REGARDING PERMITS, REPORTING, DOCUMENTATION, EXEMPTION PERMIT REQUIREMENTS</b>			
Violations including but not limited to: late or non-reporting; Discarding of legal sized fish.	Up to \$100 (and/or stop fishing order)	\$100-\$500 (and/or stop fishing order)	\$500- (and/or stop fishing order)
Violations including but not limited to: providing false statements or supporting documentation on applications or reports to the Sector; failure to comply with a permit condition/ restriction/ letter of authorization or exemption issued by the Sector; failure to notify Manager of intent to leave Sector by the December 1 preceding the start of the next fishing year; providing false statements; failure to participate in the Sector Catch Monitoring Program; interfering with onboard data collectors; or failing to comply with VMS/DAS requirements. NOTE: While technical and	Up to \$5,000 (and/or stop fishing order)	\$5,000-\$15,000 (and/or stop fishing order)	\$20,000- (and/or stop fishing order)

minor violations may result in a letter of warning, due to the critical importance of timely and accurate reporting it is likely that even first time reporting violations will result in a penalty.			
<b>VIOLATIONS REGARDING TIME AND AREA RESTRICTIONS</b>			
Violations including, but not limited to: exemption areas, closed fisheries, closed seasons, restricted gear/management areas and ACE violations.	Up to \$50,000 (stop fishing order for 30 days)	\$50,000-\$100,000 (unable to fish for the remainder of the fishing year)	Expulsion

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

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

**EXHIBIT B****SECTOR AND INDIVIDUAL ACE ALLOCATION****Fishing Year 2021****Maine Coast Community Groundfish Sector (“MCCS” or “Sector”)**

As determined in Groundfish Amendment 16, “Sector ACE” will be based on the landings history of each permit brought into the Sector for the time period FY1996-FY2006 (the “Potential Sector Contribution” or “PSC”). The Sector ACE, therefore, is the sum of all of the individual permit ACE’s brought into the Sector. As determined by MCCS Members, the initial individual allocation of the Sector ACE to its Members will be equal to each Member’s individual Potential Sector Contribution, and is referred to as an “Individual ACE”. Individual ACE allocations will be received and maintained by each individual Member and the Sector Manager. The ACE, allocated by GARFO to MCCS for FY 2021 & FY 2022 will be available in the Northeast Multispecies Fisheries Sector Operations Plans and Contracts and Allocation of Northeast Multispecies Annual Catch Entitlement Final Rule as published by GARFO.

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

**Consolidation and Redistribution of ACE**

In FY 2020, 47.7% of the permits enrolled in the Maine Coast Community Sector for FY 2019 and 2020 are attached to vessels actively fishing for NE multispecies. For FY 2021 and 2022, the Maine Coast Community Sector has 88 permits currently enrolled. Of those permits 43 are anticipated to be attached to vessels actively fishing for NE multispecies in FY 2021 and 2022.

While these numbers may change, the Maine Coast Sector expects that there will be no change from the consolidation that previously occurred among the members beginning in FY 2019. The member permits that are not attached to active NE multispecies vessels in FYs 2021 and 2022 are the same permits that did not fish in FY2020. In most cases, a member who owns multiple permits fished the ACE of all those permits on fewer hulls and will now continue to fish the ACE contributed by all those permits on fewer hulls resulting in little additional consolidation.

**EXHIBIT C**

**HARVESTING RULES**

**Fishing Years 2021 and 2022**

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

The Members and the Participating Vessels of the Sector agree to be legally bound to follow the Harvesting Rules for the fishing year 2021 and 2022 as described herein notwithstanding those rules and regulations applicable to Common Pool multispecies vessels.

**QUOTA MONITORING**

1. Sector ACE Allocation: The National Marine Fisheries Service (“GARFO”) will determine the MCCS’s Northeast Multispecies (“Groundfish”) Annual Catch Entitlement (“Sector ACE”) for each species<sup>1</sup> (Exhibit B).

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

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

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

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



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

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

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

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

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

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

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

43 10. Full Retention of Legal-Size Groundfish: All legal size Groundfish harvested during any  
44 fishing operation must be retained and counted against the Sector and Individual ACE, unless  
45 otherwise accounted for through a sub-ACL, except that ocean pout, northern windowpane

flounder, southern windowpane flounder, Atlantic wolfish and southern New England winter flounder shall not be retained, and there will be a 1 fish per trip limit on Atlantic halibut, as required by Amendment 16 and its implementing regulations.

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

## **ADMINISTRATIVE**

Sector Manager. The Board of Directors (the “Board”) of the Sector shall appoint a manager of the Sector (the “Manager”), which shall have the authority to manage the day-to-day business of the Sector and to act as its designated agent for service of process. Mary Hudson of Brunswick, Maine, is the current agent for service of process.

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

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

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

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

**Right of First Refusal.** To the extent that a Member sells, leases or transfers its Permit or Allocation to another individual or entity outside of the sector in compliance with section 2.04 of the Sector Operations Plan the Maine Coast Community Sector and Sector Members shall have seven (7) days to execute a right of first refusal. For an allocation lease, the right of first refusal will be executed at the agreed upon price by letting the Sector Manager know of the intent to pick up that right of first refusal. For a sale of a permit outside of the sector, the right of first refusal begins once the sector manager receives a bonafide offer from the purchaser. Please see section 2.08 and 2.09 of the Sector Operations Plan and Agreement for more details on the right of first refusal.

**Section 2.06. Membership Dues.** The Sector may, to the extent necessary for the payment of the costs and expenses associated with the administration and management of the Sector (including the payment of the Manager’s salary or at sea monitoring costs), require payment by the Members of annual membership dues and/or poundage fees. Such annual membership dues and/or poundage fees shall be fixed by resolution of the Board on a fair and equitable basis prior to the commencement of the applicable fishing year or at such other time as the Board may deem necessary or appropriate. For fishing year 2021 dues will be paid in the form of poundage fees of 1% landings value on all groundfish landed and \$0.001 fee per sound of initial ACE on members’ permits.

## **GEAR REQUIREMENTS**

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

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

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

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

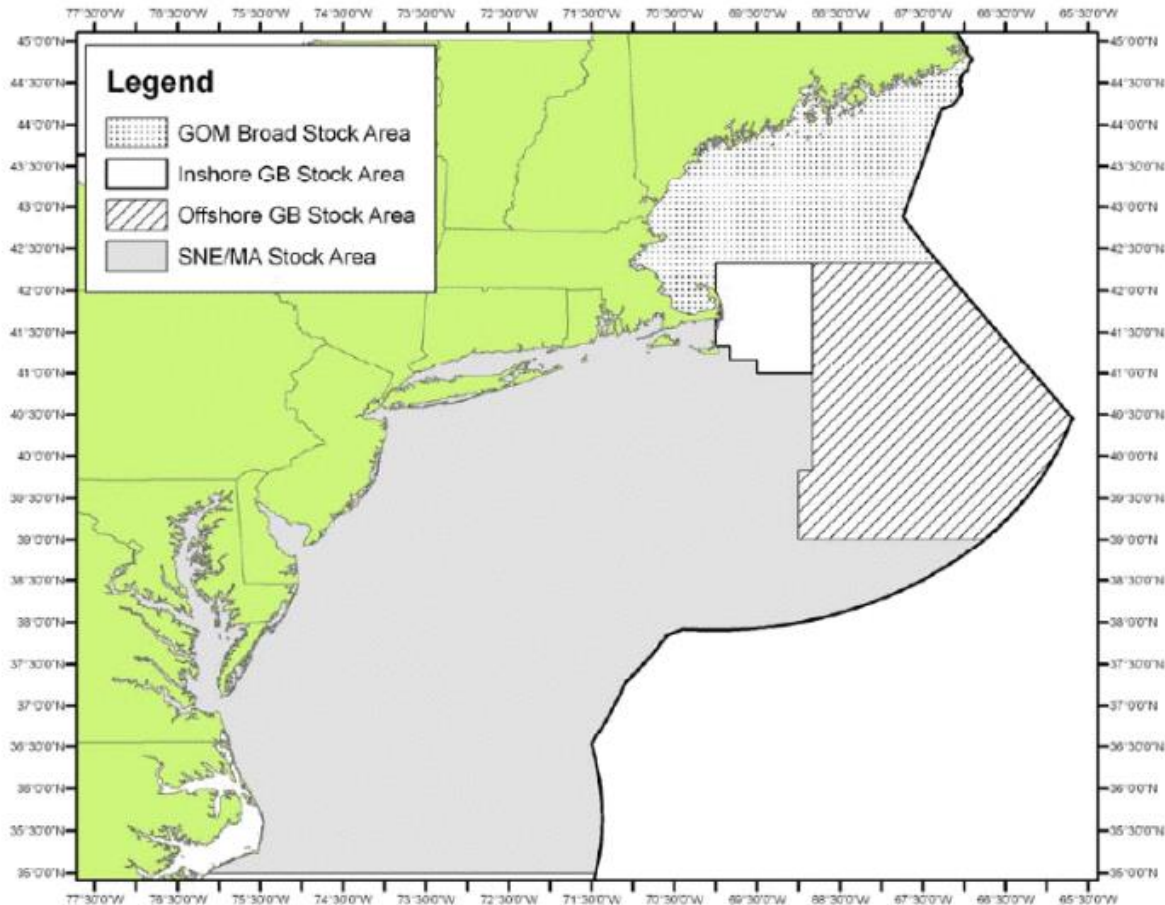
**16. Gear Hauling Exemption:** If approved by GARFO, Participating Vessels may haul another vessel’s gillnet gear.

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

**18. Operating Area:** Participating vessels are restricted to fishing in the Gulf of Maine Regulated

Mesh Area or Georges Banks, Inshore Georges Bank Stock Area, and the Offshore Georges Bank Stock Area when using fishing gear capable of catching any regulated species managed under the Groundfish Plan. The geographic boundaries of the management area are, shown in the chart below.

### New England Groundfish Stock Areas



## MONITORING

**Area Declarations.** For the purpose of these Harvesting Rules, Broad Stock Area (BSA) 1—West of 70:15 to the shoreline North to the Maine Coast and South to Cape Cod is to be defined as **Inshore GOM**. For the 2021 and 2022 fishing season the following declarations must be made before fishing. For more details of this rule, please see EXHIBIT H to this document.

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

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

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

5  
6 If the vessel declares more than one Broad Stock Area on a trip, the vessel is prohibited from  
7 conducting fishing activity West of the 70:15 in the area described in Section 5.04. as the Inshore  
8 GOM.

9  
10 **Monitoring**

11 Dockside: The Maine Coast Community Sector will not be participating in a dockside monitoring  
12 program for the fishing year 2021 and 2022.

13  
14 At Sea Monitoring Program:

15 See at sea monitoring description in Exhibit G.

16 Electronic Monitoring

17 See Exhibit I  
18

**EXHIBIT D****MAINE COAST COMMUNITY SECTOR MEMBERS' PERMITS AND VESSELS**

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

<b>Sector</b>	<b>MRI</b>	<b>Permit #</b>	<b>Vessel Name</b>	<b>Vessel Owner</b>
Maine Coast Community Sector	1809	242848	JACOB AND JOSHUA	Alexander Todd
Maine Coast Community Sector	2392	221064	Lauren Lindsay	Angus Crosby
Maine Coast Community Sector	130	212165	FREE BIRD	Brian Durant
Maine Coast Community Sector	1686	148069	AVA & LAURA	Brian Kelley
Maine Coast Community Sector	78	152120	GRACELYN JANE	Brian Pearce
Maine Coast Community Sector	5	148076	RAY OF HOPE	Bryan Bichrest
Maine Coast Community Sector	2204		HAVEN LYN	Bryan Bichrest
Maine Coast Community Sector	2341	242844	SAFE HAVEN	Bryan Bichrest
Maine Coast Community Sector	461	150572	THREES ENOUGH	Bryan/Troy Bichrest
Maine Coast Community Sector	2052	242609	Roman's Road	Cory Hawkes
Maine Coast Community Sector	16	114846	MARIE ANN	Craig Durant
Maine Coast Community Sector	1864	114793	ENDEAVOR	Dale Martel
Maine Coast Community Sector	431		LUKE AND GRACE	David Horner
Maine Coast Community Sector	411	150006	Water Tender	Dennis Robillard
Maine Coast Community Sector	1578	149582	Julie Ann II	Dennis Robillard
Maine Coast Community Sector	1957	152172	JULIE ANN III	Dennis Robillard
Maine Coast Community Sector	235	240143	MISTY MAE	Donald Paulsen
Maine Coast Community Sector	290	152345	Flying Dutchman	Eben Nieuwkerk
Maine Coast Community Sector	1451	242536	Shannon Kristine	Eben Nieuwkerk

Maine Coast Community Sector	1905	123544	Excaliber	Fred Backman
Maine Coast Community Sector	1446	250907	CAROL ANN	Gary Hatch
	410	310042 2		Gary Hatch
Maine Coast Community Sector	402			Gary Hatch
Maine Coast Community Sector	2465	152208	Brittany Lynn	Geordie King
Maine Coast Community Sector	268	233869	BUG CATCHA	Gerry Cushman
Maine Coast Community Sector	419		GENERATION	Gerry Cushman
Maine Coast Community Sector	1835	140344		Gerry Cushman
Maine Coast Community Sector	2040	410100	WESTERN SEA	Glenn Robbins
Maine Coast Community Sector	1227	223371	Rose Corey	Greg Decesare
Maine Coast Community Sector	4160	221579		Greg Decesare
Maine Coast Community Sector	49	220149		Herman Coombs
Maine Coast Community Sector	1975	250566	Karen Lynn	Jeremy Davis
Maine Coast Community Sector	2229	138096	Lady Rebecca	Joe Letourneau
Maine Coast Community Sector	1256	223471	SEA SPRAY II	John Daggett
Maine Coast Community Sector	2168	152390	Eleanor J	John Mitchell
Maine Coast Community Sector	112	242567	CAPT'N LEE	Justin Libby
Maine Coast Community Sector	163	149741	ROYAL AMERICAN	Kelo Pinkham
Maine Coast Community Sector	48003	152452	Figment	Keper Connell
Maine Coast Community Sector	2188	147517	HANNAH JO	Knoep Nieuwkerk
Maine Coast Community Sector	2237	149493	CUTTER	Knoep Nieuwkerk
Maine Coast Community Sector	2404	152100	CINDY LOU	Knoep Nieuwkerk
Maine Coast Community Sector	338	131009	Mr Baxter	Mark Bichrest

Maine Coast Community Sector	530	149504	Phillis	Mark Bichrest
Maine Coast Community Sector	670	330448	Jennifer & Emily	Mark Bichrest
Maine Coast Community Sector	851	128672	Night Owl	Mark Bichrest
Maine Coast Community Sector	1028	410574	RUTH & PAT	Mark Bichrest
Maine Coast Community Sector	1156	150287	Francis Dawn	Mark Bichrest
Maine Coast Community Sector	97	221740	HAYLEY ANN	Marshall Spear
Maine Coast Community Sector	1570	232910	Sherm & Jake	Maynard Brewer
Maine Coast Community Sector	1768	148049	Perfect C's	Michael Pratt
Maine Coast Community Sector	1823	139950	PRETENDER	Mitch Nunan
Maine Coast Community Sector	522	150880		Patrick Shepard
Maine Coast Community Sector	1973	150020		Patrick Shepard
Maine Coast Community Sector	1445	221941	SHANNON DAWN	Preston Carter
Maine Coast Community Sector	2029	233758	Bampy	Ralph Pratt
Maine Coast Community Sector	383	250387	ELLA CHRISTINE	Randy Cushman
Maine Coast Community Sector	2260	233726	Alanea Mae	Robert Bichrest
Maine Coast Community Sector	192	232006	KATIE & SARAH	Robert Eugley, Jr.
Maine Coast Community Sector	1441	233812	ROBYN ELIZABETH	Roger Allard
Maine Coast Community Sector	1663	231803	Lookout	Russell Brewer
Maine Coast Community Sector	2273	220363	SARAH GALE	Russell Daggett
Maine Coast Community Sector	87	220989	HANNAH RUTH	Scott Carter
Maine Coast Community Sector	283	240548	Miss Whitney	Scott McGuire
Maine Coast Community Sector	286	240636	HIGH ROLLER	Steve Benner
Maine Coast Community Sector	122	242753	Mallary Sky	Tad Miller



Maine Coast Community Sector	429	231459	Julie Ann	Tad Miller
Maine Coast Community Sector	1642	151706	ELLA O	Tad Miller
Maine Coast Community Sector	241	150423	Hunky Dory	Terry Alexander
Maine Coast Community Sector	569	150350	Joly	Terry Alexander
Maine Coast Community Sector	913	330708	THE JOCKA	Terry Alexander
Maine Coast Community Sector	2453	118724	Rachel T	Terry Alexander
Maine Coast Community Sector	417	321079	Delia D	TNC
Maine Coast Community Sector	455	151328	PEARLY BAKER	TNC
Maine Coast Community Sector	747		Evangeline	TNC
Maine Coast Community Sector	1257	149637	Valerie	TNC
Maine Coast Community Sector	1474	250558	VIOLA LEE	TNC
Maine Coast Community Sector	1801	150886	DELILAH JONES	TNC
Maine Coast Community Sector	1887			TNC
Maine Coast Community Sector	2055	151622	FV PEGGY-O	TNC
Maine Coast Community Sector	426			TNC
Maine Coast Community Sector	207	149180	Ruby Claire	TNC
Maine Coast Community Sector	276	240423	MEGALTAY	Todd Watts
Maine Coast Community Sector	196	150946	JETHRO	Troy Bichrest
Maine Coast Community Sector	1815	242777	PAMELA GRACE	Troy Bichrest
Maine Coast Community Sector	222	240081	NORTH STAR	Vincent Balzano
Maine Coast Community Sector	557	118724	Northern Lights	Vincent Balzano
Maine Coast Community Sector	1522	211239	Rueby	William Chaprales
Maine Coast Community Sector	164	223592	PROVIDENCE	Willis Spear

1  
2

**EXHIBIT F****OWNERSHIP INTERESTS  
OF AT LEAST THREE VESSELS**

[Provided in Attachment F]

**Table 1 Sector Information**

Summary of Maine Coast Community Sector and Operations Plan for Fishing Years 2021-20		
1	Sector Parameters	Description
2	Primary Fishing Locations (Broad Stock Areas)	Gulf of Maine, Inshore Georges Bank, Offshore Georges Bank
3	Gear	Trawl: 55.56% Gillnet: 33.33% Automatic Jigging Machine: 11.11%
4	Primary homeports and landing ports	1. Portland Harbor, Portland, ME 2. Port Clyde Harbor, Port Clyde ME 3. Cape Porpoise Harbor, Kennebunkport, ME 4. Cundys Harbor, Harpswell, ME 5. Boston, MA 6. Gloucester, MA
5	Secondary homeports and landing ports	1. Camp Ellis, Saco, ME 2. Gloucester Harbor, Gloucester, MA 3. Boothbay Harbor, Boothbay Harbor ME 4. Kennebunkport Harbor, Kennebunkport, ME 5. Sebasco Harbor, Phippsburg, ME 6. Five Islands, ME 7. Bass Harbor, ME 8. South Bristol, ME
6	Number of participants	Total permits enrolled in the Sector: 80 Number of active vessels: 20
Note: Active Vessels are those enrolled in this sector that intend to land groundfish during the		

2021 and 2022 fishing years.
------------------------------

**EXHIBIT G**

**MAINE COAST COMMUNITY SECTOR AT-SEA MONITORING PLAN FOR 2021 and 2022**

The Maine Coast Community Sector proposes to utilize a combined electronic monitoring (EM) program and a NMFS-approved ASM program for fishing years 2021 and 2022. 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. The Sector manager will maintain a database of all catch data, including but not limited to VTR, dealer, monitor, and observer data. GARFO will provide the Sector with data from NEFOP and the ASM program. For FY 2021 and FY 2022, Maine Coast sector vessels not opting to employ the proposed electronic video monitoring (EM) program will use a NMFS approved ASM program with human monitors from a contracted third party.

The Maine Coast Community 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, 2021. The Maine Coast Community Sector will deploy at-sea monitors to achieve XX% of trips in a way that is random and representative of fishing activities of the sector.

**Sector Operational and Logistical Details**

General fishing operations information for the FY 2021 and 2022 Sector is anticipated to be as follows:

Vessels will primarily depart from the following ports:

- a) Portland Harbor, Portland, ME
- b) Port Clyde Harbor, Port Clyde ME
- c) Cape Porpoise Harbor, Kennebunkport, ME
- d) Kennebunkport Harbor, Kennebunkport, ME
- e) Cundys Harbor, Harpswell, ME
- f) Boston, MA
- g) Gloucester, MA
- h) Portsmouth, NH

**Exhibit H: NOAA Fisheries ASM Standards and Description**

**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.

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

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

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

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

6th: Improved ecological conditions in coastal and ocean protected areas

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

The Northeast Fisheries Science Center (NEFSC), National Marine Fisheries Service (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 participating in the groundfish multispecies Fisheries Management Plan. These data cannot be obtained at the dock or on Government research vessels. These data are needed for the management and monitoring of Annual Catch Limits and groundfish sectors.

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

## C.2 AT-SEA MONITOR PROGRAM OBJECTIVES

NMFS has an extensive program to monitor and observe living marine resources and associated communities to provide information on biota, their habitats, and the human activities and actions that may impact coastal and ocean ecosystems. Data are the foundation of scientific advice, which provides information to management to support decision-making. A more consistent flow of high quality, credible information is required to improve decision-making. To collect the quantity and quality of data necessary, NMFS intends to improve its capacity to conduct surveys and to conduct research and studies for better understanding of ecosystems. These efforts rely on extensive collaboration with fisheries participants and other stakeholders in the living marine resource decision 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 required to maintain current At-Sea Monitor Certification. 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.4.1.4 Management Reporting and Coordination

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



C.4.1.5 Performance Measures

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

C.4.2 Operational Requirements

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

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

C.4.2.1 At-Sea Monitor Recruitment and Retention Requirements

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

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

C.4.2.2 Eligibility Requirements

C.4.2.2.1 Educational Qualifications

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

C.4.2.2.2 Non-Conflict of Interest

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

C.4.2.2.3 Physical/Medical Condition

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

C.4.2.2.4 Communication Skills

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

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

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

C.4.2.2.6 Statement of No Criminal Conviction

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

C.4.2.2.7 CPR and First Aid Requirements

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

C.4.2.2.8 At-Sea Monitor Standards of Conduct

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

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

1) General Observer Duties and Data Collection Requirements - Fishery Observer I, II, and III

- a) Observers/At-Sea Monitors shall collect scientific, management, compliance, and other data at sea through interviews of vessel captains and crew; observations of fishing operations; sampling catch; measuring selected portions of the catch and fishing gear; and collecting samples. Observer/At-Sea Monitor coverage is mandated by a number of statutes and is an integral part of the regulations. These authorities empower the observer/At-Sea Monitor to perform certain functions aboard vessels as well as afford protection to the observer/At-Sea Monitor against interference and intimidation in the course of performing his/her duties.
- b) Observer/At-Sea Monitors shall collect data on fishing effort, location, retained catch and discarded catch for each gear deployment that occurs while the observer/At-Sea Monitor is aboard the vessel. The At-Sea Monitor Sampling Manual describes data collection protocols for gear deployment that the observer/At-Sea Monitor sees as well as those not observed.
- c) Observer/At-Sea Monitors shall collect length samples from segments of the catch. Observer/At-Sea Monitor protocols, priorities, and data/sample collection procedures are detailed in the At-Sea Monitor Manual.
- d) Observer/At-Sea Monitors shall collect information on any incidentally captured sea turtles, including, but not limited to, location of take, biopsies, measurements, photos, and any other information. Observer/At-Sea Monitors shall also collect information on any marine mammals or other protected species interactions. When protected species are caught, the primary responsibility of the observer/At-Sea Monitor shall be to handle and release the protected species.
- e) Observers shall participate in all training, briefings and debriefings as required by the COTR. Observer/At-Sea Monitors shall participate in port orientations, if offered by NMFS and requested by the COTR (Section B - Supplies or Services and Prices/Costs Training CLIN 0003, 1003, and CLIN 2003. Debriefing of the observer/At-Sea Monitor ensures that the data are complete and as accurate as possible before computer

- audits are run. Debriefing also provides immediate feedback to the observer/At-Sea Monitor in the field and errors can be corrected immediately. Debriefings shall occur on a regular basis and as frequently as possible either by email, phone or in person. Debriefings shall consist of but are not limited to:
    - i) Reviewing sampling methods and answering Observer/At-Sea Monitor questions;
    - ii) Reviewing preliminary data;
    - iii) Correcting any data errors;
    - iii) Reviewing any other past errors or changes in sampling techniques or recorded on forms;
    - iv) Reviewing any logistical problems or concerns encountered by the observer/At-Sea Monitor; and
    - v) Testing observer/At-Sea Monitor ability to adhere to sampling protocol
    - vi) Checking gear calibration
    - vii) Providing the observer/At-Sea Monitor with any updates on modifications to sampling procedures or other program information.
  - f) Observer/At-Sea Monitors who encounter captains or vessels' owners operating in fisheries requiring mandatory observer/At-Sea Monitor coverage that refuses to accept the observer/At-Sea Monitor on their vessel for deployments shall provide documentation of the refusal to NMFS. This documentation shall be provided via e-mail or hard copy to the Branch Chief of the Fisheries Sampling Branch on the day of the event. This documentation shall be of sufficient substance and detail to be usable for NMFS enforcement actions. Narrative shall be provided to completely answer the following guideline questions: who, what, when, and where. This shall be reported on the Incident Report Form (Section J, Attachment 8, Incident Report Form).
  - g) Observer/At-Sea Monitors shall send in the whole animal or take a photo of all species encountered the Species ID Verification Program quarterly to NMFS (Section J, Attachment 9, Species Verification Program). Failure to do so may result in an observer/At-Sea Monitor's change in status (i.e., pre-probation, probation, and decertification).
- 2) Fishery Observer/At-Sea Monitor I - Performance Requirements and Labor Category Definition - The Fishery observer/At-Sea Monitor I shall meet and perform all the General Requirements specified in C.4.3.2a and the following:
- a) Performs routine tasks associated with recurring and continuing work according to prescribed or established procedural standards and technical methods assigned.
  - b) Assures that tasks are completed, data developed, methods used in securing and verifying data are technically accurate and in compliance with instructions and established procedures.
  - c) Makes estimates of amounts and species composition of fish caught, retained and discarded, using at a minimum, simple, single stage sampling techniques and dichotomous keys.
  - d) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic.
  - e) Maintains field equipment and supplies.
  - f) Collects scientific, management, compliance information, and make observations of fishing operations.
  - g) Use and complete a pre-boarding vessel safety checklist.

- h) Measures selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
  - i) Uses calculator and/or PC for calculations and recording data.
  - j) Obtains, enters and transfers data electronically.
  - k) Obtains and records information on gear characteristics of fishing gear types while working either on board vessels, on an alternative platform, or at a shore-based facility.
  - l) Uses interpersonal and communication skills to contact fishermen and schedule observer/At-Sea Monitor sampling trips.
  - m) Observes and documents compliance with fishery regulations, and write affidavits as required.
- 3) Fishery Observer/At-Sea Monitor II - The Fishery observer/At-Sea Monitor II shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor I and the following additional duties:
- a) Independently executes duties, while learning when and how to resolve exceptions and special problems.
  - b) Estimate amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling methods and dichotomous keys.
  - c) Measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.
  - d) Uses calculator and/or PC for calculations and recording data.
- 4) Fishery Observer/At-Sea Monitor III - The Fishery Observer/At-Sea Monitor III shall meet and perform all the General Requirements specified in C.4.3.2a, perform all duties of Fishery observer/At-Sea Monitor II and the following additional duties:
- a) May act as field coordinator of lower graded fishery observer/At-Sea Monitors.
  - b) Demonstrates extensive familiarity of methods, procedures and management to ensure proper day-to-day operations.
  - c) Shifts from one type of responsible technical assignment to other types, which are different in terms of equipment used, of data used, and uses to which data will be put.
  - d) Makes estimates of amounts and species composition of fish caught, retained and discarded, utilizing knowledge of various statistically valid sampling, sub-sampling methods and dichotomous keys.
  - e) According to established standards and detailed procedures, records data on appropriate forms and logs, some of which may be electronic and provide recommendations for updates.
  - f) Oversees the maintenance of field equipment and supplies.
  - g) Collect scientific, management, compliance information, observations of fishing operations, and measure selected portions of catch including incidentally caught marine mammals, sea birds and sea turtles.

#### C.4.2.3.1 Data Deliverables

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

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

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

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

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

#### C.4.2.3.2 At-Sea Monitor Communication

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

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

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

#### C.4.3 At-Sea Monitor Support Services

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

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

#### 1 C.4.3.2 Training and Debriefings

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

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

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

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

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

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

- 48 • an updated list of candidates
- 49 • a medical report for each candidate substantiating the individual's
- 50 medical qualifications for the job
- 51 • online security clearance electronic forms must be initiated by candidates
- 52 (Section J, Attachment 13, Security Background Instructions)

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

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

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

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

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

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

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

At-Sea Monitor trip trainers taking their training assignment trips with NMFS personnel may bill the cost of a seaday under CLINS 0003, 1003 and 2003. When two At-Sea Monitors are on a vessel for the days a certified At-Sea Monitor trip trainer is accompanying a new At-Sea Monitor then the new At-Sea Monitor should be billed under CLINS 0001, 1001 and 2001. The certified trainer would be billed as a seaday under CLINS 0003, 1003 and 2003. NMFS determines the number of trainers needed based on how many At-Sea Monitors are currently working, what the demand for new At-Sea Monitors is, and what the projected training schedule looks like. NMFS currently has 12 certified At-Sea Monitor trip trainers and would expect to maintain that level. At-Sea Monitors

certified as trip trainers must be geographically representative of the ports ASM At-Sea Monitors cover to accommodate all new trainees.

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

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

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

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

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

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



C.4.3.3 Data Quality Control

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

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

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

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

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

C.4.3.5 Travel and Lodging

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

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

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

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

## C.4.3.6 Vessel Selection

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

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

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

Vessels must be covered randomly, without repeated deployments on the same vessels by the same At-Sea Monitor, unless waived by the COTR. For trips outside closed areas and 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

1 scheduled departure time. Travel to and from the site and per diem are not  
2 included unless conditions in C.4.3.5 are met. Any costs billed for a "no  
3 show" will be billed against CLINS 0004, 1004 and 2004. There will be no  
4 reimbursement for situations in which it is the At-Sea Monitor's fault for  
5 missing the trip or no attempt was made to communicate with the captain prior  
6 to taking the trip. A travel voucher (Section J, Attachment 21, At-Sea  
7 Monitor Travel Voucher) is required for proper reimbursement.

8 Cost Reimbursement is authorized for At-Sea Monitors for the time associated  
9 with a "cancellation" in instances where trips are cancelled at the dock or  
10 when an at-sea monitor is en-route to the vessel and cancellations occurs.  
11 The maximum amount of time for a cancellation is up to 2.5 hours. Travel to  
12 and from the site and per diem are not included unless conditions in C.4.3.5  
13 are met. Any costs billed for a "Cancellation" will be billed against CLINS  
14 0004, 1004 and 2004. A travel voucher (Section J, Attachment 21, At-Sea  
15 Monitor Travel Voucher) is required for proper reimbursement.

#### 16 C.4.3.7 Safety Requirements

17 Vessels must be in compliance with the At-Sea Monitor Health and Safety  
18 Regulations before an At-Sea Monitor is deployed  
19 ([http://www.nefsc.noaa.gov/fsb/Misc/Obs\\_Health\\_&\\_Safety\\_Regs.FR.11.01.07.pdf](http://www.nefsc.noaa.gov/fsb/Misc/Obs_Health_&_Safety_Regs.FR.11.01.07.pdf))  
20 . Vessels must pass the Pre-Trip Vessel Safety Checklist (Section J,  
21 Attachment 23) that will be performed by the At-Sea Monitor with the  
22 assistance of the captain or designee prior to deployment. If the vessel  
23 fails to pass the Pre-Trip Vessel Safety Checklist, the At-Sea Monitor shall  
24 not sail on the vessel and shall complete Safety Deficiency Report (Section  
25 J, Attachment 22, Safety Deficiency Report), which shall be provided to the  
26 captain and NMFS.

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

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

#### 39 C.4.3.8 Communication

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

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

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

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

#### C.4.3.9 Notification of Potential Infractions

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

#### C.4.3.10 Vessel Operations and Working Conditions

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

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

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

#### C.4.3.11 Data Quality

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

- Failure to deliver data from an observed sea day includes:

- All data must be delivered at the required time frame, as specified by NMFS.
- Data must not be fraudulent or of such poor quality as to be unusable (i.e. if determined to be fraudulent or unusable within 90 days of receipt of the data).

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

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

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

#### C.4.3.12 Contractor Standards of Conduct

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

#### C.4.3.13 At-Sea Monitor Termination Documentation

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

#### C.4.3.14 Emergency Action Plan

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

1 C.4.3.15 Quality Assurance Plan

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

9 C.5 PERFORMANCE MONITORING

10 C.5.1 Quality Assurance Surveillance Plan

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

13 C.6 SECURITY RISK LEVEL DESIGNATIONS

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

- 16 • Program Manager  
17 SECURITY RISK = Low
- 18 • Coordinator  
19 SECURITY RISK = Low
- 20 • Observer I, II, III  
21 SECURITY RISK = Low  
22

23 Investigation Packages

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

- 30 • 0 - 30 days = Security Worksheet, Finger Print Cards (FD 258 Cards)
- 31 • 31 - 179 days = Security Worksheet, SAC Form (OFI Form 86C), Finger Print  
32 Cards (FD 258 Cards)
- 33 • 180 or greater days = EQIP Package
  - 34 ○ Security Worksheet
  - 35 ○ Electronic Questionnaire (filled out after applicant has been placed in  
36 EQIP)
  - 37 ○ EQIP Signature pages (generated after applicant has completed  
38 Questionnaire in EQIP)
  - 39 ○ Declaration for Federal Employment (Optional Form 306)
  - 40 ○ Finger Print Cards (FD 258 Cards)
  - 41 ○ Fair Credit Reporting Form (filled out based on position sensitivity)

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

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

11 C.7 CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

18