# First Amendment to Data Sharing Agreement

Between

# CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

and

# NORTHWEST AND SOUTHWEST FISHERIES SCIENCE CENTERS (NOAA FISHERIES)

Ratified on February 6, 2023

The Data Sharing Agreement (DSA) dated February 6, 2023, between California Department of Fish and Wildlife (CDFW) and NOAA FISHERIES establishes access to CDFW data where NOAA FISHERIES agrees to the content use and protection of data needed by NOAA FISHERIES for the purpose of conducting analyses in support of fisheries stock assessments.

Since ratification of the original agreement additional data for Commercial Passenger Fishing Vessel (CPFV) observer or dockside records have been identified as required in the original project.

This amendment establishes the following changes to the original Data Sharing Agreement dated February 6, 2023:

1. Amends Attachment A to reflect additional data for CPFV observer or dockside records. Amended language below:

General Description	Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to 1986.  Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989.  Central and Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to 1986. Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989. Central and northern California CPFV sampling collected by Deb Wilson-Vandenberg et al from 1987 - 1998.
	California Recreational Fisheries Survey (CRFS) observer data for Commercial passenger fishing vessel (CPFV) effort and location records (PCO).
	State logbook records from the Commercial Passenger Fishing Vessel (CPFV) log and from the Commercial Trawl log.
	Commercial landing receipts.
Observation Requested	i. Multiple CDFW project observations from 1957 – 1998

	ii. CRFS CPFV observer and dockside data for years 2004 – present
	iii. CPFV log records - CDFW Marine Logs System (MLS) 1980 – present
	iv. Commercial landings Receipts - PacFIN or CalCOM - 1969 - present
	v. Trawl log record – PacFIN –1980 – present
Delivery Timeline Request	As soon as possible
Process	Various
File Name	To be determined
Format	.mdb
Data Fields Provided	i. CDFW project observation data: CPFV.mdb Table - Boccaccio: Year BlockNo CommonName Total Catch EffortAH CPUH  Table - Tbl_70strip: TripID Date Complex PortCode BoatID BlockNo PctSamp RunTimeH Depthl Tempf Anglers EffortH  Table - Tbl_80strip: TripID Date Complex Landing BoatID

Depart BlockNo DepthL DepthH **Anglers** CrewNo AskCrew EffortM 86-88 Data.mdb **Table -** Length\_Tbl: Autonumber New\_Boatnum\_Index L\_Complex L\_Landing L\_Date\_YY L\_Date\_MM L\_Date\_DD L\_Specode L\_Keptrel L\_Sampler Parent\_Tbl L-Lendth1 L\_Tally\_1 **Table -** Sitemerge\_Boatnum\_Reindex: Sitemerge\_ID S\_Complex S\_Landing S\_Date\_yy S\_Date\_mm S\_Date\_dd S\_Timedep New\_Boatnum S\_Effcode S\_Specode S\_Numkept **S\_Numrels** S\_Typtrip S\_Depth\_L S\_Depth\_H S\_Sampler S\_Samp\_yn S\_Rsncode S\_US\_Mexi S\_Numcust **S\_Numcrew** S\_Askcrew

S\_Eff\_min

 $S\_Cnt\_est$ 

S\_Recdkey

#### CPFV-OnboardData.mdb

**Table -** AllTrip:

AllTRPID

Tripnosamp

Date

Month

Day

Year

Boatnum

Landing

Triptyp

**Paidang** 

Freeang

Obsvang

#### **Table -** Alltripbl:

AlltripblID

Tripnosamp

Loc

Fshgtime

Mindepth

Maxdepth

Fshgtype

Tackle

Sp

JΡ

Fate

Count

# **Table -** Length:

LengthID

Tripnosamp

Sloc

Nloc

Sp

Fate

Τl

**Fdweight** 

# CPFV\_SoCAI\_85-87.mdb:

**Tables - 89CAT (2):** 

C\_complex

C\_landing

 $C\_boatnum$ 

C\_date\_yy

C\_date\_mm  $C_date_dd$ C\_timedep C\_effcode C specode C\_sampler C\_typtrip C\_samp\_yn C\_rsncode C\_us\_mexi C\_numcust C\_numcrew C\_askcrew C\_eff\_min C\_cnt\_est C\_numkept C\_numrels C\_recdkey Tables – KVALUE (3): S\_recdkey S\_complex S\_landing S\_boatnum S\_date\_yy S\_date\_mm S\_date\_dd S\_timedep S\_effcode S\_specode S\_depth\_L S\_depth\_H S\_sampler S\_typtrip S\_samp\_yn S\_rsncode S\_us\_mexi S\_numcust S numcrew S\_eff\_min S\_cnt\_est S\_numkept **S\_numrels** Tables – Sitemerge (4): S\_recdkey S\_complex S\_landing

```
S_boatnum
S_date_yy
S_date_mm
S_date_dd
S timedep
S_effcode
S_specode
S_depth_L
S_depth_H
S_sampler
S_typtrip
S_samp_yn
S_rsncode
S_us_mexi
S_numcust
S_numcrew
S_eff_min
S_cnt_est
S_numkept
S_numrels
LengthData.mdb
Table - Length_Tbl:
Autonumber
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_specode
L_keptrel
L_sampler
Parent_Tbl
L_length1
L_tally_1
Tables - 84-89_Append (6):
Auto ID
Parent_Tbl
L_recdkey
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_timedep
```

L\_specode L\_sampler L\_keptrel L\_length1 L\_tally1 L\_length2 L\_tally2 L\_length3 L\_tally3 L\_length4 L\_tally4 L\_length5 L\_tally5 L\_length6 L\_tally6 CCRS\_LF\_77-86.mdb Table - CCRS7786: ID Month Day Year Date Sp\_code Fish\_type Fish\_area Sex T\_of\_week Length Ring\_ct Yr\_class Flag Gonad DB\_CCRS\_SPPCOMP\_77-86.mdb **Table -** CCRS\_SPPCOMP\_77-86: ID Year Spp\_code Fish\_area Fish\_type Sex Day\_of\_week Count Month FPB\_LF\_59-72.mdb **Table -** PBLF\_1959-1972:

ID

Region

Year

Sp\_code

Fish\_type

Fish\_area

Sex

D\_of\_week

Length

Count

Month

# PB\_SP\_57-72.mdb

**Table -** PB\_SP\_57-72:

ID

Year

Spp\_Code

Fish\_Type

Fish\_Area

Sex

Day\_of\_week

Count

Month

# ii. CRFS CPFV Observer or Dockside data:

#### **CRFS Header Table:**

Ref#

**ASSN** 

Scanned

Survey Date

District

**CNTY** 

Site

Port

Sampler #

DFG Boat #

RecFINSurvey EventID

#### **CRFS Angler Table:**

Ref#

Sample #

Angler #

Fished Last 12 Mo

Zipcode

Catch Observed?

Catch Unobserved?

**Boat Crew?** 

RecFinSurveyEventID

EffortID

AnglerID

#### **CRFS Effort Table:**

Ref#

DFG Boat #

**Boat Name on Form** 

Vessel Name

Sample #

Stop#

**Duration Type** 

PC Mode

**Boat Anglers** 

**Anglers Total** 

Days Fished

Depart date

**Depart Time** 

Return Date

Return Time

1st Target Species

1st Target Water Area

1st Target Gear

1st Target # Gear

2<sup>nd</sup> Target Species

2<sup>nd</sup> Target Water Area

2<sup>nd</sup> Target Gear

2<sup>nd</sup> Target # Gear

DD?

RecFinSurveyEventID

EffortID

#### **CRFS Catch Table:**

Ref#

Sample #

Species #

**Species** 

Kept

UnObs

Alive

Dead

RecFinSurvey Event ID

EffortID

FishCatchID

#### **CRFS BioData Table:**

Ref#

Sample #

**Species** 

Length

Length Outside Min/Max

Sex

Weight

Tag#

Stop#

RecFinSurveyEventID

EffortID

FishCatchID

CatchBioDetailID

#### **CRFS Site Table:**

Ref#

Stop#

# Anglers

**GFMT** 

Start Latitude

Start Latitude as Decimal

Start Longitude

Start Longitude as Decimal

Start Time

Start Depth – Mean

Start Depth – Min

Start Depth – Max

End Latitude

End Latitude as Decimal

End Longitude

End Longitude as Decimal

**End Time** 

End Depth – Mean

End Depth – Min

End Depth – Max

Water Area

Fishing Type

Sample Location

**Target Species** 

**Descending Device** 

RecFinSurvey Event ID

SiteID

SiteLocationID

## **CRFS SiteCatch Table:**

Ref#

Stop#

**Species** 

Kept

**Rels Alive** 

**Rels Dead** 

Rels w/DD

RecFinSurveyEventID

SiteID

SiteCatchID

#### iii. CPFV Logbook from MLS:

LogMonth

LogDay

LogYear

LogDate

LogDateFlag

DateReceived

DateReceivedFlag

NoActivityMonth

SerialNumber

SerialNumberFlag

VesselID

VesselIDFlag

PortCode

PortCodeFlag

TargetSpeciesLingcod

TargetSpeciesOther

TargetSpeciesRockfishes

TargetSpeciesSalmon

TargetSpeciesSharks

TargetSpeciesStripedBass

TargetSpeciesSturgeon

TargetSpeciesTuna

TargetSpeciesPotluck

TargetSpeciesMiscCoastal

TargetSpeciesMiscOffshore

 ${\bf Target Species Misc Bay}$ 

DateSubmitted

FishingMethodTrolling

FishingMethodMooching

Fishing Method Anchored

Fishing Method Drifting

FishingMethodDiving

FishingMethodLightTackle

FishingMethodOther

BaitUsedAnchoviesLive

BaitUsedAnchoviesDead

BaitUsedSardinesLive

BaitUsedSardinesDead

BaitUsedSquidLive

BaitUsedSquidDead

BaitUsedOtherLive

BaitUsedOtherDead

TripType

TripTypeFlag

NonPaying

BirdInteraction

BirdInteractionFlag

DescendingDevice

DescendingDeviceFlag

Block

BlockFlag

DepartureTime

DepartureTimeFlag

ReturnTime

ReturnTimeFlag

HoursMinutesFished

HoursFished

HrsMinutesFishedFlag

NumberOfFishers

NumberOfFishersFlag

Depth

Temperature

TemperatureFlag

SpeciesCode

SpeciesFlag

**Species** 

NumberKept

NumberKeptFlag

NumberReleased

NumberReleasedFlag

NumberLostToSeaLions

NumberLostToSeaLionsFlag

NumberOfCrewFished

OperatorName

SubmitByName

CompleteDate

LastQCEditBy

QCEditDate

NumberOfFishCaughtByCrew

#### Iv. California PacFIN landings data

LANDING\_YEAR

LANDING\_MONTH

LANDING\_DAY

LANDING DATE

NUM\_OF\_DAYS\_FISHED

FISH\_TICKET\_ID

FTID

AGENCY CODE

PARTICIPATION\_GROUP\_CODE

PARTICIPATION\_GROUP\_NAME

FLEET CODE

VESSEL\_REGISTRATION\_ID

VESSEL ID

VESSEL\_NUM

VESSEL\_TYPE\_CODE

FISHER\_LICENSE\_NUM

GEAR\_CODE

GEAR\_NAME

ADJUSTED\_GEAR\_CODE

PACFIN\_GEAR\_CODE

PACFIN\_GEAR\_DESCRIPTION

PACFIN GROUP GEAR CODE

CATCH\_AREA\_CODE

CATCH\_AREA\_DESCRIPTION

AREA\_TYPE\_CODE

AREA\_TYPE\_NAME

ORIG\_PACFIN\_CATCH\_AREA\_CODE

PACFIN\_CATCH\_AREA\_CODE

PACFIN\_CATCH\_AREA\_NAME

PACFIN\_CATCH\_AREA\_DESCRIPTION

PACFIN\_GROUP\_CATCH\_AREA\_CODE

INPFC\_AREA\_TYPE\_CODE

COUNCIL CODE

PORT\_CODE

PORT\_NAME

PACFIN\_PORT\_CODE

PACFIN\_PORT\_NAME

PACFIN PORT DESCRIPTION

PACFIN\_GROUP\_PORT\_CODE

COUNTY\_CODE

COUNTY NAME

COUNTY\_STATE

SUBREGION\_CODE

SUBREGION\_NAME

REGION\_CODE

REGION\_NAME

DEALER\_ID

DEALER\_NUM

DEALER\_NAME

SPECIES\_CODE

SPECIES\_CODE\_NAME

ORIG PACFIN SPECIES CODE

PACFIN\_SPECIES\_CODE

PACFIN\_SPECIES\_COMMON\_NAME

PACFIN\_SPECIES\_SCIENTIFIC\_NAME

MANAGEMENT GROUP CODE

COMPLEX COMPLEX2 COMPLEX3 COMPLEX4 REMOVAL TYPE CODE REMOVAL\_TYPE\_NAME IS\_REMOVAL\_LEGAL GRADE\_CODE GRADE\_NAME CONDITION\_CODE CONDITION\_NAME DISPOSITION\_CODE **DISPOSITION\_NAME** PRODUCT USE CODE PRODUCT\_USE\_NAME PRODUCT\_FORM\_CODE PRODUCT\_FORM\_NAME IS\_OVERAGE NUM\_OF\_FISH LANDED\_WEIGHT\_LBS LANDED\_WEIGHT\_MTONS CONVERSION\_FACTOR ROUND\_WEIGHT\_LBS ROUND\_WEIGHT\_MTONS IS VALUE ESTIMATED PRICE\_PER\_POUND EXVESSEL\_REVENUE IS\_ETIX\_DATA IS\_IFQ\_LANDING IFQ\_ACCOUNT\_NUM IS\_AREA\_COMP\_USED IS\_SPECIES\_COMP\_USED DAHL\_GROUNDFISH\_CODE THOMSON\_FISHERY\_CODE DANGELO\_HMS\_CODE GMT\_SABLEFISH\_CODE COUNT\_LE\_PERMITS IS\_TRAWL\_ENDORSED IS LONGLINE ENDORSED IS\_TRAP\_ENDORSED PACFIN YEAR PACFIN\_VDATE CFT\_ID IS EM LANDING TICKET\_SOURCE\_CODE TRIP\_SEQ

HILLE\_PERMIT
WCHMS PERMIT

HSFCA\_PERMIT

IFQ\_MANAGEMENT\_AREA

IS\_SABLEFISH\_TIER

GF\_PERMIT\_NUMBER

ACL CODE

DECLARATION\_CODES

DECLARATION\_TYPES

NOMINAL\_TO\_ACTUAL\_PACFIN\_SPECIES\_CODE

NOMINAL\_TO\_ACTUAL\_PACFIN\_SPECIES\_NAME

MARKET\_CATEGORY

MARKET\_CATEGORY\_NAME

AFI\_PRICE\_PER\_POUND

AFI\_EXVESSEL\_REVENUE

IOPAC\_PORT\_GROUP

FIRST\_RECEIVER\_NUMBER

EFP\_CODE

EFP\_NAME

TRIP\_ID

# v. California PacFIN Trawl logbook data

Table – lbk\_trip

Agid

Daysfished

Daysout

Dday

Dmonth

**Dport** 

Drvid

Dtime

Dyear

Ft\_match\_flag

Ncrew

Ngal

**Ntows** 

Rday

Region

Rmonth

**Rport** 

Rtime

Ryear

Towsrec

Trip\_id

Veid

Vidtype

Warning

### Table - lbk\_tow

Adj\_towtime

Agid

Area

Arid\_psmfc

Block

Block\_or

Ch\_lat

Ch\_long

Depth1

Depth2

Depth\_type1

Depth\_type2

Duration

Latlong\_type

Lbs\_adj

Lbs\_adjexp

Lbs\_hail

Msec\_lat

Msec\_long

Net\_type

Pacfin\_target

Ps\_grnd\_code

Ps\_mgmt\_area

Ryear

Set\_lat

Set\_long

Set\_time

oct\_time

Target

Tow\_date

Townum

Trip\_id

Up\_area

Up\_areid\_psmfc

Up\_block

Up\_block\_or

Up\_ch\_long

Up\_lat

Up\_long

Up\_msec\_lat

Up\_msec\_long

Up\_time

Warning

#### Table - lbk\_catch

Agid

**Apounds** 

Apound\_calculated

 $A pounds\_wdfw$ 

Condition

Disposition

Grade

**Hpounds** 

Source

Spcode

Townum

Trip\_id

Warning

#### Table – lbk\_sp

Agid

Category

Created

Description

Lbk\_spcode

Modified

# Table – lbk\_gr

Agid

Created

Description

Grid

Modified

Net\_type

# Table – lbk\_pr

Agid

Created

Description

Lbk\_port

Modified

Pcid

#### Table - lbk\_strategy

Agid

Created

Lbk\_strategy

Modified

Strategy

# Table – lbk\_ftid

Agid

Ftid

Pargrp

Source

Ticket\_date

Townum

Trip\_id

Table – Ibk_ul Agid Comments Data_year Datfile Proctime Records Type.
Type.

Per FIPS Publication 199, these data have the FIPS Classification = {(confidentiality, moderate), (integrity, moderate), (availability, low)}.

This amendment is subject to all other terms and conditions of the original Data Sharing Agreement which continue in full force and effect.

Southwest Fisheries Science Center

110 McAllister Way Santa Cruz, CA 95060

By the signatures of their duly authorized representative below the California Department of Fish and Wildlife and NOAA FISHERIES agree to all of the provisions of this Data Sharing Agreement as modified by this first amendment.

DocuSigned by:				
Cy Sur- 343995CB95354BC	_ DATE:	4/26/2023		
Dr. Craig Shuman, Marine Regiona	al Managei	•		
California Department of Fish and				
1933 Cliff Drive, Suite 9				
Santa Barbara, California 93109				
DocuSigned by:  Suphen adams  OBC1DF0A5A794DA	_ DATE:	4/26/2023		
Stephen Adams, Chief Information	n Officer			
Data and Technology Division				
California Department of Fish and Wildlife				
P.O. Box 944209				
Sacramento, California 94244-2090	)			
Cocusigned by:  Kevin Werner  A02226E0750B841D  Dr. Kevin Werner, Director  Office of the Science Director  Northwest Fisheries Science Center  2725 Montlake Blvd E  Seattle, WA 98112	DATE: <u></u>	/10/2023		
DocuSigned by:				
Steve Lindley  5889402277874D7	_ DATE:	4/10/2023		
Dr. Steve Lindley, Director				

#### DATA SHARING AGREEMENT

between the

## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

and the

#### **NOAA FISHERIES**

WHEREAS, Fish and Game Code Section 8022 (a) states that the commercial fishing receipts, reports, or other records filed with the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code Article 2, commencing with Section 7700, to Article 7.5, commencing with Section 8040, inclusive, and the information contained therein are confidential;

WHEREAS, Fish and Game Code Section 8022 (b) states that CDFW may release these confidential data to any federal agency responsible for fishery management, provided the information is used solely for the purposes of enforcing fishery management provisions and provided the information will otherwise remain confidential;

WHEREAS, the NOAA Fisheries is responsible for the management of the marine species within federal waters;

WHEREAS, CDFW is willing to disclose the confidential data described in section 2.1 (Confidential Data) to staff at the Northwest and Southwest Fisheries Science Centers (NOAA Fisheries), and NOAA Fisheries is willing to receive the data on the terms and conditions described herein;

WHEREAS, this Data Sharing Agreement (Agreement) is entered into by and between CDFW and NOAA Fisheries to establish the content, use, and protection of Confidential Data needed by NOAA Fisheries for the purpose of supporting stock assessments. This Agreement is only for sharing of the data described below and is a no cost agreement between the parties.

WHEREAS, NOAA Fisheries is authorized to enter into this Agreement under Magnuson-Stevens Fishery Management and Conservation Act (16 U.S.C. § 1801 et seq.).

NOW, THEREFORE, the CDFW and NOAA Fisheries hereby agree that their interactions shall be guided by provisions of this Agreement.

# 1.0 Period of Agreement

The period of this Agreement shall be in effect from the date of last signature for a period of two years. This Agreement may be extended pursuant to section 8.0 by consent and signature of both parties and may be terminated in writing by either party pursuant to section 9.0.

#### 2.0 Intended Use of Confidential Data

NOAA Fisheries agrees to use information for conducting analyses in support of fisheries stock assessments.

### 2.1 Description of Confidential Data:

Historical onboard observer and dockside data collected by CDFW for Commercial Passenger Fishing Vessels (CPFV) and private recreational fishing vessels in years 1957-1998; and CPFV logbook records 1980 – present; Commercial Fishing Passenger Vessel (CPFV) onboard observer data collected by the California Recreational Fisheries Survey (CRFS) for years 2004 – present; Commercial landings receipt records 1969 – present; Trawl logbook records 1980 – June 30, 2019;

If the Confidential Data are used for any other purpose other than authorized under this Agreement, further access to any CDFW commercial fisheries information including California PacFIN data will be denied, and this agreement will be terminated immediately.

#### 3.0 Data Transfer

All Confidential Data that are transferred through internal and external networks by the NOAA Fisheries shall adhere to NIST SP 800-53 SC-8 Transmission Confidentiality and Integrity. All Confidential Data that are transferred by NOAA Fisheries by means other than internal and external networks shall adhere to NIST SP 800-53 MP-5 Media Transport.

#### 4.0 Constraints on Use of Confidential Data

The CDFW is the exclusive owner of the Confidential Data subject to this agreement. NOAA Fisheries will in all respects treat it as the proprietary information of CDFW in accordance with all procedures reasonably necessary to protect CDFW's proprietary rights therein, consistent with the legal authorities available to NOAA Fisheries. NOAA Fisheries will maintain the confidentiality of the Confidential Data consistent with legal authorities available to the NOAA Fisheries, including but not limited to the Magnuson-Stevens Fishery Management and Conservation Act (16 U.S.C. § 1801 et seq), the Privacy Act (5 U.S.C. § 552a), and the Freedom of Information Act (FOIA) (5 U.S.C. §552). In the event that the NOAA Fisheries receives a formal request for the Confidential Data pursuant to FOIA or any other applicable law, the NOAA Fisheries will notify CDFW prior to responding to the request.

- **4.1** NOAA Fisheries shall only use the Confidential Data for the purposes identified in section 2.0.
- 4.2 To the extent permitted by Federal laws and regulations, NOAA Fisheries shall restrict disclosure of the Confidential Data solely to those individuals studying with or working for NOAA Fisheries who have a need to know such information in order to accomplish the identified purposes.
- 4.3 NOAA Fisheries shall advise such individuals, before they receive access to the Confidential Data, of NOAA Fisheries obligations under this Agreement and have each individual read and sign Attachment A. NOAA Fisheries shall take steps to ensure that all such individuals shall comply with the provisions of this Agreement.

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- 4.4 Confidential Data shall be summarized, consistent with applicable federal laws, regulations, and policies, prior to being published so as not to disclose the individual record or business of any person. Before publishing commercial fishing data summaries, NOAA Fisheries shall provide these summaries to CDFW for its review.
- **4.5** Publication of any results based upon the Confidential Data shall include proper attribution to CDFW.
- 4.6 To the extent permitted by Federal laws and regulations, Confidential Data received under this Agreement, backups of these data, and all related materials that contain any portion of these Confidential Data, except for the published, summarized Confidential Data discussed in section 4.4, shall be handled in a manner consistent with section 7.0
- 4.7 As required by 5 U.S.C. § 2302(b)(13) and the annual Appropriations Act, these provisions are consistent with, and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling. This Agreement shall not be construed to prohibit or restrict an employee or applicant for employment from disclosing to Congress, the Special Counsel, the Inspector General of a federal agency, or any other federal agency component responsible for internal investigation or review any information that relates to any violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or any other whistleblower protection.
- **4.8** This Agreement imposes no obligation upon NOAA Fisheries with respect to information that:
  - is or was received by the NOAA Fisheries from a non-CDFW source; or
  - is required by law or a court to be disclosed.

CDFW acknowledges that NOAA Fisheries' ability to maintain the confidentiality of the Confidential Data may be impacted if that data:

- is or becomes a matter of public knowledge;
- is disclosed by CDFW to a third party without a duty of confidentiality on the third party; or

 is disclosed by the NOAA Fisheries for a specific purpose for which CDFW provided prior written approval.

## 5.0 Data Security

To protect the Confidential Data from unauthorized physical and electronic access and to ensure the confidentiality, availability and integrity of all data shared, NOAA Fisheries shall meet or exceed industry best practices for physical security, data security, network security, and access controls, both technically and procedurally, including compliance with Federal Information Processing Standards (FIPS) Publication 200, Minimum Security Requirements for Federal Information and Information Systems, and National Institute of Standards and Technology (NIST) Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- 5.1 NOAA Fisheries will apply security patches and upgrades, and keep anti-virus software up-to-date on all systems on which the Confidential Data may be used.
- 5.2 In the event that the Confidential Data are improperly accessed or breached, NOAA Fisheries will take measures to prevent further access to the Confidential Data or further breach incidents. In the event of a data breach, defined as confirmed access or exfiltration by an individual without authorized access and need-to-know, NOAA Fisheries will notify CDFW of such a breach. Unless notification to CDFW is delayed or barred for law enforcement or national security reasons, the notice should be provided within 30 days or as expeditiously as practicable and without unreasonable delay, consistent with section 6.1 of the U.S. Department of Commerce (DOC) Privacy Act, Personally Identifiable (PII) and Business Identifiable (BII) Breach Notification Plan (DOC Breach Notification Plan) and other applicable federal laws and policies, including the Privacy Act of 1974 (5 USC §552a). CDFW will confer with NOAA Fisheries prior to sending notice to affected individuals. NOAA Fisheries will perform an investigation of the incident and shall cooperate with inquiries by CDFW to the extent permitted by federal law. Despite any preventive measures taken by NOAA Fisheries, CDFW retains the right to terminate this Agreement consistent with section 9.0 of this Agreement.
- 5.3 To the extent permitted by federal law, NOAA Fisheries agrees to cooperate and coordinate with CDFW in efforts to address or recover any unauthorized disclosure, release, access, review, or loss, theft, misuse or destruction of confidential data. The data breach provisions in the following policies will apply to NOAA Fisheries' efforts: DOC Administrative Order 205-16 Managing Electronic Records; DOC Information Technology Management Handbook; DOC Information Technology Security Program Policy; DOC Breach Notification Plan; DOC CITR-019: Risk Management Framework; NOAA Administrative Orders 212-13: NOAA Information Technology Security Program Policy; and NOAA Administrative Order 212-1301: NOAA Information Technology Security Manual.

5.4 CDFW retains the right to assert a claim for any damage caused or costs incurred because of the failure of NOAA Fisheries to perform an obligation under this Agreement or the negligent acts of its personnel, employees, or contractors which results in an unauthorized disclosure, release, access, review, or loss, theft, misuse or destruction of confidential data. The treatment of such a claim by CDFW for damages shall be reviewed and adjudicated pursuant to federal law and regulations, including, but not limited to, the Federal Tort Claims Act (28 U.S.C., Ch. 171); provided, however, that nothing herein shall be construed to be an undertaking to indemnify or hold-harmless any person whether or not a party to this agreement.

#### 6.0 Compliance with Applicable Laws and Regulations

NOAA Fisheries shall comply with all applicable state and federal laws and regulations protecting the Confidential Data provided to NOAA Fisheries pursuant to this Agreement including the privacy of any personal information included in the Confidential Data.

# 7.0 Disposition of Confidential Data

All Confidential Data received by the NOAA Fisheries under this Agreement that is no longer needed by NOAA Fisheries for the purposes described in section 2.0 shall be handled in the same manner as noted below in section 9.0.

## 8.0 Amendments and Alterations to this Agreement

This Agreement constitutes the entire agreement between CDFW and NOAA Fisheries for the purpose of analyzing the Confidential Data for the stated purpose, and no other statements or representations, written or oral, shall be deemed to exist or to bind the parties. CDFW and NOAA Fisheries may amend this Agreement at any time, including extending the duration of the Agreement, provided that the amendment is with the consent of both parties, in writing, and signed by authorized persons.

# 9.0 Termination of the Agreement

CDFW may terminate this Agreement at any time, for cause. Either party may terminate this agreement for any reason with a 30-day written notice, including terminating it because the Confidential Data is no longer needed for the purposes described in section 2.0 or those purposes have already been met. The Agreement will terminate at the end of the time period identified in section 1.0, unless extended pursuant to section 8.0.

In the event this Agreement is terminated, or NOAA Fisheries ceases operation, NOAA Fisheries shall remove general user access to the Confidential Data and related materials. NOAA Fisheries disposition of such records shall be in accordance with applicable NOAA Records Schedules, including NOAA Records Schedule Series 1502 (Resource Assessment, Distribution, and Classification Files), 1507 (Fisheries Statistics and Marketing News Reporting Files), 1515 (Marine Recreation Fisheries Program) and 2400 (Information System Security Records). Consistent with the applicable NOAA Records Schedule, NOAA Fisheries will destroy or return to CDFW all Confidential Data covered by this Agreement as well as any backups and all related materials that

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contain any portion of the Confidential Data. Once the Confidential Data and related materials are destroyed or transferred to CDFW, NOAA Fisheries shall sanitize the data in accordance with NIST SP 800-53 MP-6 Media Sanitation and with respect to backup media, sanitation will occur at the end of the applicable retention period for backup media. CDFW may request independent confirmation of data sanitation.

NOAA Fisheries' obligations of confidentiality and restrictions on use of the Confidential Data pursuant to this Agreement shall continue in full force and effect, and shall survive termination of this Agreement.

#### 10.0 Dispute Resolution

Except as otherwise provided in this Agreement, should a bona fide dispute arise between CDFW and NOAA Fisheries, it is the expectation of both the NOAA Fisheries and CDFW that the parties shall meet and resolve the issue through discussion and negotiation. If the Parties are unable to resolve the dispute through good faith discussions, the Parties reserve the right to seek legal remedies as appropriate.

#### 11.0 Notices

Any notices made in connection with this Agreement shall be in writing and sent certified mail to the following individuals and addresses:

For CDFW:

California Department of Fish and Wildlife

Dr. Craig Shuman, Regional Manager California Department of Fish and Wildlife Marine Region 1933 Cliff Drive, Suite 9 Santa Barbara, CA 93109

Telephone: (916) 217-2370

E-mail: Craig.Shuman@wildlife.ca.gov

For NOAA Fisheries:

National Oceanic and Atmospheric

Administration

U.S. Department of Commerce

Dr. Melissa Monk

National Oceanic and Atmospheric Administration

Southwest Fisheries Science Center

Fisheries Ecology Division

110 McAllister Way Santa Cruz, CA 95060

Telephone: (831)-420-3950

E-mail: Melissa.Monk@noaa.gov

# 12.0 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

By the signatures of their duly authorized representative below, the California Department of Fish and Wildlife, and NOAA Fisheries agree to all of the provisions of this Data Sharing Agreement.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE	NOAA FISHERIES
BY: Dr. Craig Shuman	BY: Dr. kevin Werner  Dr. Kevin Werner
TITLE: Marine Region, Regional Manager	TITLE: Director, Office of the Science Director, Northwest Fisheries Science Center
2/6/2023 Date:	2/6/2023 Date:
BY: Stephen Adams  Stephen Adams	BY: Dr. Stew Lindley  Dr. Steve Lindley
TITLE: Chief Information Officer	TITLE: Director, Southwest Fisheries Science Center Fisheries Ecology Division
2/7/2023 Date:	DATE:

Read and Understood (Template)

# Attachment A

Acknowledgement of DATA SHARING AGREEMENT between CDFW and NOAA Fisheries			
between the CALIFORNIA DEPARTME FISHERIES (AGREEMENT) dated MM	, I received a copy of DATA SHARING AGREEMENT ENT OF FISH AND WILDLIFE and the NOAA I/DD/YYYY. I also acknowledge that I have read and ee to comply with its terms and conditions.		
Name (Please Print)	Regional Science Center		
Signature	Date		

# Attachment B

Observation Requested	Dockside Commercial Fishing Passenger Vessel (CPFV) and private recreational fishing vessel sampling collected by CDFW in central California from 1957 to1986. Southern California onboard sampling data collected by Ray Alee et al from 1985 - 1989. Central and northern California CPFV sampling collected by Deb Wilson-Vandenberg et al from 1987 - 1998.  California Recreational Fisheries Survey (CRFS) observer data for Commercial passenger fishing vessel (CPFV) effort and location records (PCO).  State logbook records from the Commercial Passenger Fishing Vessel (CPFV) log and from the Commercial Trawl log.  Commercial landing receipts.  i. Multiple CDFW project observations from 1957 – 1998  ii. CRFS CPFV observer and dockside data for years 2004 – present  iii. CPFV log records - CDFW Marine Logs System (MLS) 1980 – present  iv. Commercial landings Receipts - PacFIN or CalCOM - 1969 – present
	v. Trawl log record – PacFIN –1980 - present
Delivery Timeline Request	As soon as possible
Process:	Various
File Name:	To be determined
Format:	.mdb
Data Fields Provided	i. CDFW project observation data: CPFV.mdb Table - Boccaccio: Year BlockNo CommonName Total Catch EffortAH CPUH Table - Tbl_70strip: TripID

Complex PortCode **BoatID** BlockNo **PctSamp** RunTimeH Depthl Tempf **Anglers EffortH Table -** Tbl\_80strip: TripID Date Complex Landing BoatID Depart BlockNo DepthL DepthH **Anglers** CrewNo AskCrew **EffortM** 86-88 Data.mdb **Table -** Length\_Tbl: Autonumber New\_Boatnum\_Index L\_Complex L\_Landing L\_Date\_YY L\_Date\_MM L\_Date\_DD L\_Specode L\_Keptrel L\_Sampler Parent\_Tbl L-Lendth1 L\_Tally\_1 **Table -** Sitemerge\_Boatnum\_Reindex: Sitemerge\_ID S\_Complex S\_Landing S\_Date\_yy

Date

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S\_Date\_mm

 $S_Date_dd$ 

S\_Timedep

New\_Boatnum

S Effcode

S\_Specode

S Numkept

S\_Numrels

S\_Typtrip

S\_Depth\_L

S\_Depth\_H

S\_Sampler

S\_Samp\_yn

S\_Rsncode

S\_US\_Mexi

S Numcust

S\_Numcrew

S\_Askcrew

C\_7.61.6.61.

S\_Eff\_min

S\_Cnt\_est

S\_Recdkey

#### CPFV-OnboardData.mdb

**Table -** AllTrip:

**AllTRPID** 

Tripnosamp

Date

Month

Day

Year

Boatnum

Landing

Triptyp

Paidang

Freeang

Obsvang

# **Table -** Alltripbl:

AlltripbIID

Tripnosamp

Loc

Fshgtime

Mindepth

Maxdepth

Fshgtype

Tackle

Sp

Fate

Table - Length: LengthID Tripnosamp Sloc Nloc Sp Fate ΤI Fdweight CPFV\_SoCAI\_85-87.mdb: **Tables - 89CAT (2):** C\_complex C\_landing C\_boatnum C\_date\_yy C\_date\_mm C\_date\_dd C\_timedep C\_effcode C\_specode C\_sampler C\_typtrip C\_samp\_yn C\_rsncode C\_us\_mexi C\_numcust C\_numcrew C\_askcrew C\_eff\_min C\_cnt\_est C\_numkept C\_numrels C\_recdkey Tables - KVALUE (3): S recdkey S\_complex S landing S\_boatnum S\_date\_yy S\_date\_mm S\_date\_dd S\_timedep S\_effcode S\_specode

Count

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S\_depth\_H S\_sampler S\_typtrip S\_samp\_yn S\_rsncode S\_us\_mexi S\_numcust S\_numcrew S\_eff\_min S\_cnt\_est S\_numkept S\_numrels Tables – Sitemerge (4): S recdkey S\_complex S\_landing S\_boatnum S\_date\_yy S\_date\_mm S\_date\_dd S\_timedep S\_effcode S\_specode S\_depth\_L S\_depth\_H S\_sampler S\_typtrip S\_samp\_yn S\_rsncode S\_us\_mexi S\_numcust S\_numcrew S\_eff\_min S\_cnt\_est S\_numkept S\_numrels LengthData.mdb **Table -** Length\_Tbl: Autonumber L complex L\_landing L\_boatnum L\_date\_yy L\_date\_mm L\_date\_dd

S\_depth\_L

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```
L_specode
L_keptrel
L_sampler
Parent_Tbl
L_length1
L_tally_1
Tables - 84-89_Append (6):
Auto_ID
Parent_Tbl
L_recdkey
L_complex
L_landing
L_boatnum
L_date_yy
L_date_mm
L_date_dd
L_timedep
L_specode
L_sampler
L_keptrel
L_length1
L_tally1
L_length2
L_tally2
L_length3
L_tally3
L_length4
L_tally4
L_length5
L_tally5
L_length6
L_tally6
CCRS_LF_77-86.mdb
Table - CCRS7786:
ID
Month
Day
Year
Date
Sp_code
Fish_type
Fish_area
Sex
T_of_week
Length
Ring_ct
```

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```
Flag
Gonad
DB_CCRS_SPPCOMP_77-86.mdb
Table - CCRS_SPPCOMP_77-86:
ID
Year
Spp_code
Fish_area
Fish_type
Sex
Day_of_week
Count
Month
FPB_LF_59-72.mdb
Table - PBLF_1959-1972:
ID
Region
Year
Sp_code
Fish_type
Fish_area
Sex
D_of_week
Length
Count
Month
PB_SP_57-72.mdb
Table - PB_SP_57-72:
ID
Year
Spp_Code
Fish_Type
Fish_Area
Sex
Day_of_week
Count
Month
ii. CRFS CPFV Observer or
Dockside data:
CRFS Header Table:
Ref#
ASSN
```

Yr\_class

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Scanned

Survey Date

District

**CNTY** 

Site

Port

Sampler #

RecFINSurveyEventID

#### **CRFS Angler Table:**

Ref#

Sample #

Angler#

Fished Last 12 Mo

Zipcode

Catch Observed?

Catch Unobserved?

**Boat Crew?** 

RecFinSurveyEventID

**EffortID** 

AnglerID

#### **CRFS Effort Table:**

Ref#

Sample #

Stop#

**Duration Type** 

PC Mode

**Boat Anglers** 

**Anglers Total** 

Days Fished

Depart date

**Depart Time** 

Return Date

**Return Time** 

1<sup>st</sup> Target Species

1st Target Water Area

1st Target Gear

1st Target # Gear

2<sup>nd</sup> Target Species

2<sup>nd</sup> Target Water Area

2<sup>nd</sup> Target Gear

2<sup>nd</sup> Target # Gear

DD?

RecFinSurvey EventID

EffortID

#### **CRFS Catch Table:**

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Ref#

Sample #

Species #

**Species** 

Kept

UnObs

Alive

Dead

RecFinSurveyEventID

**EffortID** 

FishCatchID

#### **CRFS BioData Table:**

Ref#

Sample #

**Species** 

Length

Length Outside Min/Max

Sex

Weight

Tag#

Stop#

RecFinSurveyEventID

**EffortID** 

FishCatchID

CatchBioDetailID

# **CRFS Site Table:**

Ref#

Stop#

# Anglers

**GFMT** 

Start Latitude

Start Latitude as Decimal

Start Longitude

Start Longitude as Decimal

Start Time

Start Depth – Mean

Start Depth – Min

Start Depth – Max

End Latitude

End Latitude as Decimal

**End Longitude** 

End Longitude as Decimal

**End Time** 

End Depth – Mean

End Depth - Min

End Depth – Max

Water Area

Fishing Type

Sample Location

**Target Species** 

**Descending Device** 

RecFinSurveyEventID

SiteID

SiteLocationID

#### **CRFS SiteCatch Table:**

Ref#

Stop#

**Species** 

Kept

**Rels Alive** 

**Rels Dead** 

Rels w/DD

RecFinSurveyEventID

SiteID

SiteCatchID

#### iii. CPFV Logbook from MLS:

LogMonth

LogDay

LogYear

LogDate

LogDateFlag

DateReceived

DateReceivedFlag

NoActivityMonth

SerialNumber

SerialNumberFlag

VesselID

VesselIDFlag

PortCode

PortCodeFlag

TargetSpeciesLingcod

 ${\it TargetSpeciesOther}$ 

TargetSpeciesRockfishes

TargetSpeciesSalmon

TargetSpeciesSharks

TargetSpeciesStripedBass

TargetSpeciesSturgeon

 ${\it TargetSpeciesTuna}$ 

TargetSpeciesPotluck

TargetSpeciesMiscCoastal

Target Species Misc Off shore

TargetSpeciesMiscBay

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DateSubmitted

FishingMethodTrolling

FishingMethodMooching

Fishing Method Anchored

FishingMethodDrifting

FishingMethodDiving

FishingMethodLightTackle

FishingMethodOther

BaitUsedAnchoviesLive

BaitUsedAnchoviesDead

BaitUsedSardinesLive

BaitUsedSardinesDead

BaitUsedSquidLive

BaitUsedSquidDead

BaitUsedOtherLive

Bait Used Other Dead

TripType

TripTypeFlag

NonPaying

BirdInteraction

BirdInteractionFlag

DescendingDevice

DescendingDeviceFlag

Block

BlockFlag

DepartureTime

DepartureTimeFlag

ReturnTime

ReturnTimeFlag

HoursMinutesFished

HoursFished

HrsMinutesFishedFlag

NumberOfFishers

NumberOfFishersFlag

Depth

Temperature

TemperatureFlag

SpeciesCode

SpeciesFlag

**Species** 

NumberKept

NumberKeptFlag

NumberReleased

NumberReleasedFlag

NumberLostToSeaLions

NumberLostToSeaLionsFlag

NumberOfCrewFished

OperatorName

SubmitByName

CompleteDate

LastQCEditBy

QCEditDate

NumberOfFishCaughtByCrew

#### Iv. California PacFIN landings data

LANDING\_YEAR

LANDING\_MONTH

LANDING\_DAY

LANDING\_DATE

NUM\_OF\_DAYS\_FISHED

FISH\_TICKET\_ID

FTID

AGENCY CODE

PARTICIPATION GROUP CODE

PARTICIPATION\_GROUP\_NAME

FLEET CODE

VESSEL\_REGISTRATION\_ID

VESSEL ID

VESSEL\_NUM

VESSEL\_TYPE\_CODE

FISHER\_LICENSE\_NUM

GEAR CODE

GEAR\_NAME

ADJUSTED\_GEAR\_CODE

PACFIN GEAR CODE

PACFIN GEAR DESCRIPTION

PACFIN\_GROUP\_GEAR\_CODE

CATCH\_AREA\_CODE

CATCH AREA DESCRIPTION

AREA\_TYPE\_CODE

AREA\_TYPE\_NAME

ORIG\_PACFIN\_CATCH\_AREA\_CODE

PACFIN\_CATCH\_AREA\_CODE

PACFIN\_CATCH\_AREA\_NAME

PACFIN\_CATCH\_AREA\_DESCRIPTION

PACFIN GROUP CATCH AREA CODE

INPFC AREA TYPE CODE

COUNCIL CODE

PORT\_CODE

PORT NAME

PACFIN\_PORT\_CODE

PACFIN\_PORT\_NAME

PACFIN\_PORT\_DESCRIPTION

PACFIN\_GROUP\_PORT\_CODE

COUNTY CODE

COUNTY\_NAME COUNTY\_STATE SUBREGION CODE SUBREGION\_NAME REGION CODE REGION NAME DEALER ID DEALER NUM DEALER\_NAME SPECIES\_CODE SPECIES\_CODE\_NAME ORIG\_PACFIN\_SPECIES\_CODE PACFIN\_SPECIES\_CODE PACFIN\_SPECIES\_COMMON\_NAME PACFIN\_SPECIES\_SCIENTIFIC\_NAME MANAGEMENT GROUP CODE COMPLEX COMPLEX2 COMPLEX3 COMPLEX4 REMOVAL\_TYPE\_CODE REMOVAL\_TYPE\_NAME IS\_REMOVAL\_LEGAL GRADE\_CODE **GRADE NAME** CONDITION\_CODE CONDITION\_NAME DISPOSITION CODE DISPOSITION NAME PRODUCT USE CODE PRODUCT\_USE\_NAME PRODUCT\_FORM\_CODE PRODUCT\_FORM\_NAME IS\_OVERAGE NUM\_OF\_FISH LANDED\_WEIGHT\_LBS LANDED\_WEIGHT\_MTONS CONVERSION\_FACTOR ROUND WEIGHT LBS ROUND WEIGHT MTONS IS VALUE ESTIMATED PRICE\_PER\_POUND **EXVESSEL REVENUE** IS\_ETIX\_DATA IS\_IFQ\_LANDING IFQ\_ACCOUNT\_NUM IS\_AREA\_COMP\_USED IS SPECIES COMP USED

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DAHL\_GROUNDFISH\_CODE THOMSON\_FISHERY\_CODE DANGELO HMS CODE GMT\_SABLEFISH\_CODE COUNT LE PERMITS IS TRAWL ENDORSED IS LONGLINE ENDORSED IS\_TRAP\_ENDORSED PACFIN\_YEAR PACFIN\_VDATE CFT\_ID IS\_EM\_LANDING TICKET\_SOURCE\_CODE TRIP\_SEQ HILLE\_PERMIT WCHMS PERMIT HSFCA PERMIT IFQ\_MANAGEMENT\_AREA IS SABLEFISH TIER GF\_PERMIT\_NUMBER ACL\_CODE DECLARATION\_CODES DECLARATION\_TYPES NOMINAL\_TO\_ACTUAL\_PACFIN\_SPECIES\_CODE NOMINAL\_TO\_ACTUAL\_PACFIN\_SPECIES\_NAME MARKET\_CATEGORY MARKET\_CATEGORY\_NAME AFI PRICE PER POUND AFI EXVESSEL REVENUE IOPAC PORT GROUP FIRST\_RECEIVER\_NUMBER EFP\_CODE EFP\_NAME TRIP\_ID v. California PacFIN Trawl logbook data Table - lbk\_trip Agid Daysfished Daysout Dday Dmonth Dport Drvid Dtime Dyear Ft\_match\_flag

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Ncrew

Ngal Ntows Rday Region Rmonth **Rport** Rtime Ryear Towsrec Trip\_id Veid Vidtype Warning Table – lbk\_tow Adj\_towtime Agid Area Arid\_psmfc Block Block\_or Ch\_lat Ch\_long Depth1 Depth2 Depth\_type1 Depth\_type2 Duration Latlong\_type Lbs\_adj Lbs\_adjexp Lbs\_hail Msec\_lat Msec\_long Net\_type Pacfin\_target Ps\_grnd\_code Ps\_mgmt\_area Ryear Set\_lat Set\_long Set\_time Target Tow\_date Townum Trip\_id Up\_area Up\_areid\_psmfc

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Up\_block

Up\_block\_or

Up\_ch\_long

Up\_lat

Up\_long

Up\_msec\_lat

Up\_msec\_long

Up\_time

Warning

# Table - lbk\_catch

Agid

Apounds

Apound\_calculated

Apounds\_wdfw

Condition

Disposition

Grade

**H**pounds

Source

Spcode

Townum

Trip\_id

Warning

#### Table - lbk\_sp

Agid

Category

Created

Description

Lbk\_spcode

Modified

#### Table - lbk\_gr

Agid

Created

Description

Grid

Modified

Net\_type

# Table – lbk\_pr

Agid

Created

Description

Lbk\_port

Modified

Pcid

#### Table – lbk\_strategy

Agid

Created

Lbk\_strategy

Modified

Strategy

# Table – lbk\_ftid

Agid

Ftid

Pargrp

Source

Ticket\_date

Townum

Trip\_id

# Table - lbk\_ul

Agid

Comments

Data\_year

Datfile

Proctime

Records

Type.

Per FIPS Publication 199, these data have the FIPS Classification = {(confidentiality, moderate), (integrity, moderate), (availability, low)}.

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**Certificate Of Completion** 

Envelope Id: B740B4E10F994899ABA0CCCF134C8411

Subject: Please DocuSign This Document

Use Case ID: Source Envelope:

Document Pages: 25 Certificate Pages: 5

AutoNav: Enabled Envelopeld Stamping: Enabled

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Status: Completed

Signatures: 4 **Envelope Originator:** Initials: 0 Paulo Serpa

1700 9th Street 12th Floor

Sacramento, CA 95811 Paulo.Serpa@wildlife.ca.gov IP Address: 64.207.219.137

**Record Tracking** 

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2/1/2023 4:43:48 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Paulo Serpa

Paulo.Serpa@wildlife.ca.gov

Pool: StateLocal

Pool: California Department of Fish and Wildlife

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Location: DocuSign

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**Timestamp** 

**Signer Events** 

Dr. Kevin Werner Kevin.Werner@noaa.gov

Security Level: Email, Account Authentication

(None)

Signature

Dr. Levin Werner A0226E6756B841D...

Signature Adoption: Pre-selected Style Using IP Address: 65.130.95.17

**Electronic Record and Signature Disclosure:** 

Accepted: 2/1/2023 5:08:44 PM

ID: 76eb1413-16bd-449e-a251-f24b50452bf6

Dr. Steve Lindley

Steve.Lindley@noaa.gov

Security Level: Email, Account Authentication

(None)

Dr. Steve Lindley \_5889402277B74D7...

2 Lu

343995CB95354BC...

Signature Adoption: Pre-selected Style Using IP Address: 162.236.247.49

Sent: 2/6/2023 1:51:35 PM Viewed: 2/6/2023 2:14:38 PM Signed: 2/6/2023 2:15:32 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 2/6/2023 2:14:38 PM

ID: 76575ab6-8d1c-478d-b2be-02c9f230d6ba

Craig Shuman

Craig.Shuman@wildlife.ca.gov Marine Regional Manager

California Department of Fish and Wildlife Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 208.87.233.201

Sent: 2/6/2023 2:15:36 PM Viewed: 2/6/2023 5:52:59 PM Signed: 2/6/2023 5:53:16 PM

**Electronic Record and Signature Disclosure:** 

Not Offered via DocuSign

Stephen Adams

Stephen.Adams@wildlife.ca.gov IT Operations Branch, Chief

California Department of Fish and Wildlife Security Level: Email, Account Authentication

(None)

Justin adams

Signature Adoption: Uploaded Signature Image

Using IP Address: 134.186.51.126

Sent: 2/6/2023 5:53:20 PM Viewed: 2/7/2023 11:00:24 AM Signed: 2/7/2023 11:01:14 AM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Carbon Copy Events  Todd Neahr  Todd.Neahr@wildlife.ca.gov  Senior ES Supervisor  California Department of Fish and Wildlife  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	<b>Timestamp</b> Sent: 2/7/2023 11:01:17 AM

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/1/2023 5:05:48 PM	
Certified Delivered	Security Checked	2/7/2023 11:00:24 AM	
Signing Complete	Security Checked	2/7/2023 11:01:14 AM	
Completed	Security Checked	2/7/2023 11:01:19 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, California Department of Fish and Wildlife (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# How to contact California Department of Fish and Wildlife:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@wildlife.ca.gov

#### To advise California Department of Fish and Wildlife of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@wildlife.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from California Department of Fish and Wildlife

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with California Department of Fish and Wildlife

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to privacy@wildlife.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify California Department of Fish and Wildlife as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by California Department of Fish and Wildlife during the course of your relationship with California Department of Fish and Wildlife.