

National Saltwater Angler Registry Team Conference Call Meeting  
February 27, 2009

The Registry Team met by conference call on February 27, 2009 at 11:00 am EST.  
Members participating in the call were:

Gordon Colvin, Chair  
Spud Woodward  
Roy Miller  
Brad Spear  
Eric Schwaab  
Dick Brame  
Corey Niles (for Phil Anderson)  
Bob Clark  
Mark Robson  
George Lapointe  
Ron Regan

Also in attendance were: Pres Pate (Operations Team), Scott Sauri (Angler Registry Database Work Group), and Bill Hunter and Bill Teehan (FL FWCC).

The Agenda for the meeting is attached.

Discussion of Draft MOA's: The Team reviewed the two draft MOA's for agreements between NOAA Fisheries and Exempted States. A number of revisions to the draft MOA's were suggested, which are shown in the attached markup, Attachments 1 and 2 to these minutes.

Additional comments that were expressed are summarized as follows:

- Some states may be concerned about committing to making the changes required by section IV(2) of the state license/registry-based MOA if state legislation is required to implement the changes.
- It was noted that, to identify saltwater anglers among combination license holders, states could add a screening question to the license form and divide the list of combo license holders based on the responses to the screening question.
- Methods to annually refresh lifetime license-holder data were discussed. Florida plans to cross check their lifetime list against DMV license & registration records to update the list. Alaska can use the Permanent Fund list for this purpose. States may have some other state databases that would help with this function.

Discussion of Draft National Standards for Survey Coverage and Basic Data Elements:  
The Team reviewed the draft, Attachment 3 hereto. This version of the standards shows

revisions proposed in response to comments from the Operations Team, the Registry Team and NMFS ST 1 staff. Pacific members had some questions regarding the proposed extent of coverage in all modes and for all marine and estuarine waters. Follow up is also needed to assure that the data elements are not inconsistent with salmon data.

The Team agreed to submit any further comments on the draft MOA's and Standards documents by Friday, March 6.

(NOTE: Following submission of written comments, the draft MOA's and Standards were further modified and re-distributed for final Registry Team review on March 17<sup>th</sup>.)

Angler Registry Database Work Group Report: Scott Sauri briefed the Registry Team on the status of the ARDWG work and on the development of the registry database and the web portal for the federal registration. His presentation is Attachment 4 hereto.

National Saltwater Angler Registry Team  
Meeting Agenda  
February 27, 2009 11:00 AM EST

11:00 – 11:30: Review of proposed templates for MOA's with states - Colvin

11:30 – 12:00: Review of Proposed National Standards for Recreational survey Coverage and Minimum Data Elements – Colvin

12:00 – 12:15: Angler Registry Database Work Group (ARDWG) Update – Sauri

12:15 – 12:45: Angler Registry System Development Update - Sauri

12:45 – 1:00: Communications and Outreach Update - Sauri

ATTACHMENT 1

DRAFT: MODEL MOA  
FOR DESIGNATION OF A STATE AS AN EXEMPTED STATE  
BASED ON SUBMISSION OF STATE LICENSE-HOLDER DATA  
PURSUANT TO 50 CFR 600.1415. AND .1416

I. Purpose and Scope

A. Section 401(g) of the Magnuson-Stevens Fishery Conservation and Management Act (“MSA”) requires the Secretary of Commerce to establish a registry program for individuals who engage in recreational fishing in the EEZ, for Continental Shelf fishery resources beyond the EEZ or for anadromous species. Further, the Secretary is to exclude from the federal registration requirement those anglers and vessels that are licensed, permitted or registered by a state if the Secretary determines that information from the state program is suitable for the Secretary’s use or is used to assist in completing marine recreational fisheries statistical surveys, or evaluating the effects of proposed conservation and management measures for marine recreational fisheries.

B. As authorized in this memorandum, the S/T/C of \_\_\_\_\_ will provide data as specified herein to NMFS and NMFS will in turn designate the S/T/C of \_\_\_\_\_ as an exempted state pursuant to 50 CFR 600.1415.

II. References and Authorities

A. Federal: MSA (16 USC § 1801 et seq. (recreational registry program is required by 16 U.S.C. 1881(g)); 50 CFR 600.1400-1417 (National Saltwater Angler Registry Program); 50 CFR 600.10 (MSA definitions); 50 CFR 600.405-415 (Confidentiality of Statistics); Privacy Act (5 U.S.C. § 552a); Freedom of Information Act (5 U.S.C. § 552); \_\_\_\_\_ (others?) \_\_\_\_\_ .

B. State:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Definitions:

A. All terms have the meaning as specified in the Magnuson-Stevens Act, or 50 CFR 600.1400 except where specifically defined below.

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#### IV. Responsibilities of the Parties (state license/registry database exemption)

A. S/T/C of \_\_\_\_\_ :

1. As specified in Addendum I, but not less frequently than annually, the state shall transmit electronically to NMFS a list of all current holders of \_\_\_\_\_(specify the state's saltwater licenses/registrations and/or for-hire licenses that confer the privileges to fish in the tidal waters of the state, for anadromous species and/or to land fish caught in tidal waters adjacent to the states, including the EEZ)\_\_\_\_\_, including but not limited to names and addresses of each such licensee/registrant, and, to the extent available in the state's database, the date of birth and telephone number for each licensee/registrant,. The list format, contents, schedule and process for data transmission as well as details of the state license/registration program, including but not limited to specification of the boundaries of the tidal waters within which the state license/registration is required, a description of the privileges conferred by each license/registration type, and the expiration policies of such licenses/registrations, are set forth in Addendum I.

2. Within two years of the date of signing of this agreement, the S/T/C of \_\_\_\_\_ agrees to submit the following supplemental data at least annually:

a) Name, address and telephone number of excluded anglers over age 59 who fish in the tidal waters of the state, for anadromous species and/or to land fish caught in tidal waters adjacent to the states, including the EEZ;

b) Name, address and telephone number of holders of state lifetime and multi-year licenses, updated annually, who fish in the tidal waters of the state, for anadromous species and/or to land fish caught in tidal waters adjacent to the states, including the EEZ and were not included in the list submitted pursuant to section IV (A) (1) of this agreement;

c) Name, address and telephone number of state combination license holders who fished in tidal waters in the prior year or who intend to fish in tidal waters.

3. The S/T/C of \_\_\_\_\_ agrees to improve its license/registry database as specified in Addendum II. Such database improvements include, but are not limited to, improvements to data quality, increasing the proportion of license/registry records that include: correct addresses; valid telephone numbers; dates of birth; e-mail addresses.

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B. NMFS

1. By signing this agreement, NMFS designates the S/T/C of \_\_\_\_\_ as an exempted state as defined in 50 CFR 600.1400(e) for the duration of this agreement. NMFS will publish notice of such designation in the Federal Register within (XY days) of the signing of this agreement.

2. Confidentiality. (Address the S/T/C's data confidentiality requirements, if any).

## V. Other Provisions

A. Nothing herein is intended to conflict with current NOAA or NMFS directives or with any federal or state statute or regulation. If the terms of this agreement are inconsistent with controlling NOAA/NMFS directives or with state or federal statutes and regulations, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, such changes as are deemed necessary will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interests of the parties.

B. Should disagreement arise as to the interpretation of the provisions of this agreement, or amendments and/or other revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other party for consideration.

## VI. Term of Agreement, Review and Amendments

A. The terms of this agreement become effective upon signing by the authorized representatives of both parties hereto.

B. ~~The agreement may be terminated either by mutual consent or by 90-day advance written notice by either party.~~

**Deleted:** <#>This agreement remains in effect until (date not more than X years from the ¶ date of signing).

C. This agreement will be reviewed periodically, but not less frequently than annually. Such review will include, but not be limited to, a review of the database improvements identified in Addendum II hereto, and may include further specified database improvements to be included in revised and updated Addenda. The Agreement may be subject to reconsideration at any time upon request by either of the parties entering into the agreement.

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D. This agreement may be amended at any time by the mutual consent of both parties entering into the agreement.

\_\_\_\_\_  
NOAA Assistant Administrator for Fisheries

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Authorized S/T/C Representative)

\_\_\_\_\_  
Date

ATTACHMENT 2

DRAFT: MODEL MOA  
FOR DESIGNATION OF A STATE AS AN EXEMPTED STATE  
BASED ON SUBMISSION OF RECREATIONAL SURVEY DATA  
PURSUANT TO 50 CFR 600.1415 AND .1417

I. Purpose and Scope

A. Section 401(g) of the Magnuson-Stevens Fishery Conservation and Management Act (“MSA”) requires the Secretary of Commerce to establish a registry program for individuals who engage in recreational fishing in the EEZ, for Continental Shelf fishery resources beyond the EEZ or for anadromous species. Further, the Secretary is to exclude from the federal registration requirement those anglers and vessels that are licensed, permitted or registered by a state if the Secretary determines that information from the state program is suitable for the Secretary’s use or is used to assist in completing marine recreational fisheries statistical surveys, or evaluating the effects of proposed conservation and management measures for marine recreational fisheries.

B. As outlined in this memorandum, the S/T/C of \_\_\_\_\_ will provide data to NMFS and NMFS will designate the S/T/C of \_\_\_\_\_ as an exempted state pursuant to 50 CFR 600.1415.

II. References and Authorities

A. Federal: MSA (16 USC § 1801 et seq. (recreational registry program is required by 16 U.S.C. 1881(g)); 50 CFR 600.1400-1417 (National Saltwater Angler Registry Program); 50 CFR 600.10 (MSA definitions); 50 CFR 600.405-415 (Confidentiality of Statistics); Privacy Act (5 U.S.C. § 552a); Freedom of Information Act (5 U.S.C. § 552); \_\_\_\_\_ (others?) \_\_\_\_\_ .

B. State:

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III. Definitions:

A. All terms have the meaning as specified in the Magnuson-Stevens Act or 50 CFR 600.1400 except where specifically defined below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### IV. Responsibilities of the Parties

##### A. S/T/C of \_\_\_\_\_

1. Conduct of survey. The S/T/C of \_\_\_\_\_ shall participate in a qualifying regional survey of marine recreational fishing that conforms to the requirements of 50 CFR § 600.1417(b). Such surveys shall be conducted in accordance with (cite the regional survey protocol, description, governance structure, etc. as submitted by the S/T/C/) attached as Addendum I hereto.

2. Survey improvements/enhancements. The S/T/C of \_\_\_\_\_ shall modify its survey and estimation procedures as identified in Addendum II hereto, by the dates indicated, provide documentation of such changes to NMFS, and submit revised survey protocols reflecting such changes. Such changes are required to conform the state's survey to the qualifying regional survey's standards and protocols and/or to conform the state's survey to current NMFS national standards and guidelines/best practices for recreational fishing surveys.

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3. Survey review. In consultation with NMFS and the states within the qualifying regional survey, the S/T/C of \_\_\_\_\_ shall review and assess its survey design, survey management and operations and estimation procedures annually as compared to national recreational survey standards and guidelines/best practices, as these standards and guidelines/best practices are adopted and as they may be revised from time to time. The result of such review will be an assessment of necessary changes in survey coverage, design, methodology and management and/or in estimation procedures, quality assurance and quality control necessary to attain conformance with such national standards and guidelines/best practices.

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b) \_\_\_\_\_ ¶  
c) \_\_\_\_\_, etc. ¶

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4. The S/T/C of \_\_\_\_\_ agrees to develop and abide by a schedule of improvements to the regional survey as necessary and appropriate to implement the necessary changes identified in annual assessments undertaken pursuant to section IV (A) (3) of this agreement. Such schedule of improvements will be adopted as Addendum III hereto.

5. The S/T/C of \_\_\_\_\_ will submit to NMFS in the manner specified in Addendum IV hereto estimates of recreational fishing catch and effort consistent with NMFS survey design and data collection standards adopted per 50 CFR §600.1417(b)(4).

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##### B. NMFS

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1. By signing this agreement, NMFS designates the S/T/C of \_\_\_\_\_ as an exempted state as defined in 50 CFR 600.1400(e) for the duration of this agreement. NMFS will publish notice of such designation in the Federal Register within (XY days) of the signing of this agreement.

2. NMFS will provide timely notice of adoption and updates to national standards and guidelines/best practices for recreational survey coverage, survey design, survey management and operations, estimation procedures and survey data quality, including quality assurance and quality control to the states within the regional survey and to the S/T/C of \_\_\_\_\_. NMFS will participate in the review and assessment of the regional survey provided in section IV (A) (3) of this agreement.

3. Confidentiality. (Address the S/T/C's data confidentiality requirements, if any).

## VI. Other Provisions

A. Nothing herein is intended to conflict with current NOAA or NMFS directives or with any federal or state statute or regulation. If the terms of this agreement are inconsistent with controlling NOAA/NMFS directives or with state or federal statutes and regulations, then those portions of this agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this agreement not affected by any inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, such changes as are deemed necessary will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interests of the parties.

B. Should disagreement arise as to the interpretation of the provisions of this agreement, or amendments and/or other revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each party and presented to the other party for consideration.

## VII. Term of Agreement, Review and Amendments

A. The terms of this agreement become effective upon signing by the authorized representatives of both parties hereto.

B. ~~The agreement may be terminated either by mutual consent or by 90-day advance written notice by either party.~~

**Deleted:** This agreement remains in effect until (date not more than X years from the date of signing).

C. This agreement will be reviewed periodically, but not less frequently than annually. Such review will include, but not be limited to, a review of the schedule of survey improvements identified in Addendum III hereto, and may include further specified improvements to be included in revised and updated Addenda. The agreement may be subject to reconsideration at any time upon request by either of the parties entering into the agreement.

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D. This agreement may be amended at any time by the mutual consent of both parties entering into the agreement.

\_\_\_\_\_

NOAA Assistant Administrator for Fisheries

\_\_\_\_\_

Date

\_\_\_\_\_

(Authorized S/T/C representative)

\_\_\_\_\_

Date

ATTACHMENT 3

**PRELIMINARY NATIONAL STANDARDS FOR RECREATIONAL SURVEY  
COVERAGE AND BASIC DATA ELEMENTS**

These preliminary standards are intended to establish basic requirements regarding the coverage for, and basic data required to be produced by, conforming surveys of marine recreational fishing catch and effort. In general, these standards are necessary to provide an annual assessment of marine recreational fishing catch and effort for each state and for the nation, consistent with the publication requirements for *Fisheries of the United States* and *Fisheries Economics of the U.S.*

The preliminary standards address basic survey coverage and data content requirements. In the future, the Marine Recreational Information Program will develop and publish supplements to these standards that may include, but not be limited to, standards and best practices for survey and sample design and estimation methodology, survey management and operations, quality assurance and quality control, and survey data quality.

Coverage Standards: Surveys produce annual estimates by regions and for each state within a region. Regions are as identified in 50 CFR 600.1417(b)(1). States are as defined in 16 U.S.C. 1802. Surveys cover all recreational fishing for marine, estuarine and anadromous finfish in all marine waters and estuaries bordering the states.

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Required Data Elements: The following estimates are produced not less frequently than annually for each state in a region:

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1. Number of recreational fishing days;
2. Number of participating recreational fishers;
3. Number of participating for-hire fishing vessels;

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4. Recreational catch and landings in numbers of fish for each species (or, where multi-species groups are managed and assessed as a unit, by such species group), and further specified as:

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a) By mode of fishing, including at a minimum, shore, private boat and for-hire modes; and

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b

b) By area fished, including, at a minimum, EEZ, territorial sea, and internal waters of the state.

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5. Unless not utilized in management or stock assessment for the species, mean weights of fish landed for each species (or, where multi-species groups are managed and assessed as a unit, by such species group), and further specified as:

a) By mode of fishing, including, at a minimum, shore, private boat and for-hire modes; and

b) By area fished, including, at a minimum, EEZ, territorial sea and internal waters of the state.

6. Mean lengths and weights of fish caught and released for each species, wherever direct observations and measurements can be obtained

## ATTACHMENT 4

### **MRIP National Saltwater Angler Registry Team Meeting Agenda Items**

- 1) Angler Registry Database Work Group (ARDWG) Update
  - a) Completed majority of items from original project plan, including
    - i) Collected and analyzed state data and policy information
    - ii) Recommended a database design for Angler Registry database
    - iii) Established data transmission processes for submission of state license data to the Angler Registry database
    - iv) Identified a standard file format for state license data import files
    - v) Generated partial requirements documentation
  - b) Limited ARDWG activity while database and interfaces were being developed per ARDWG recommendations
  - c) Selected Roy Miller as new Chair
  - d) Planning to schedule next conference call in March to discuss implementation, operations and maintenance issues (e.g. call center, printing and mailing)
  - e) Project plan and requirements documentation will need to be revised to reflect scope and scheduling changes
- 2) Angler Registry System Development Update
  - a) Review "Angler Registry System Development" document (attached)
  - b) Phase I progress
    - i) Initial scope completed
      - (1) Initial database design completed
      - (2) State license data transmission processes established
      - (3) State license data import tool developed
      - (4) National registration interface developed
    - ii) Scope expanded to incorporate full For-Hire Survey Vessel Directory including associated data submission and update processes
      - (1) Database design revisions in progress
      - (2) State license data import and national registration interface revisions to follow
    - iii) NPS integration will move forward once database design and interface changes are completed
  - c) Phase II to begin in March
    - i) Conduct test imports of state license data
    - ii) Evaluate 3<sup>rd</sup> party address validation and data completion (e.g. reverse lookup) options
  - d) Phase III to begin Q4 FY09
- 3) Communications and Outreach Update
  - a) Will be meeting with Forbes Darby from the MRIP Communications and Education Team to discuss
    - i) Registration card design
    - ii) High level call center FAQ (1 pager)
    - iii) Detailed website FAQ

## ATTACHMENT 5

### **Angler Registry System Development (phased approach)**

#### **Phase I**

In January 2009, the database, state data transmission processes\* and national registration interfaces\*\* will be operational and ready to accept state license data directly from the states and national registration data via an online interface.

\* Although the state data transmission processes and supporting technology will be operational by the January 2009 deadline, states will not transmit actual state license data until memorandums of agreement (MOA) have been established. States wishing to test data transmission processes in advance of an established MOA transmit test data (generated or anonymized) until the MOA is in place.

\*\* Although the national registration interfaces will be operational by the January 2009 deadline, they will not be made publicly available until the final rule for the Angler Registry is published in the Federal Register and the ensuing implementation planning has been completed.

Angler Registry implementation planning should address issues related to approach (e.g. all states at once vs. state by state or region by region), outreach and enforcement. These issues will likely have a direct impact on the planning, procurement and implementation of printing, mailing and call center services. Due to the considerable costs and time commitments associated with planning, procuring and implementing these services to accommodate the estimated 1.3 million calls and 2 million national registrants, these activities will be delayed until Angler Registry implementation planning has been completed.

#### **Phase II**

During Q2 FY09, analyses to define the processes for QA/QC and data reconciliation will begin as data are accepted into the database. QA/QC and data reconciliation processes will be identified, documented and implemented\*\*\* by the end of Q4 FY09.

\*\*\* Some QA/QC processes may be dependent on points of integration with external systems and/or the establishment of organizational and contractual agreements that may impact the implementation schedule.

#### **Phase III**

During Q4 FY09, analyses to define the requirements for sample generation, reporting and survey feedback updates will begin.

