



Alaska Marine Debris Cleanup Handbook 2013



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This publication was prepared by Marine Conservation Alliance Foundation under award number NA06NOS4630024, NA07NOS4630139, NA08NOS4630356, and NA09NOS4630309 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, and partly with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, U.S. Fish and Wildlife Service, U.S. Department of the Interior. The statements, findings, conclusions, and recommendations are those of the author(s) and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement.

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Chapter 1. Purpose of Program

The Marine Conservation Alliance Foundation (MCAF)

MCAF was organized to promote the conservation and sustainable use of marine resources in the North Pacific for present and future generations by supporting sound science, improving public understanding of marine issues, and working to address specific problems. Our primary concerns are cleaning up marine debris – particularly derelict fishing gear – that washes up along Alaskan shorelines, and cooperative research projects that support science-based policy to protect the marine environment and the North Pacific fishing community. This guide addresses the marine debris concern and explains how to apply for MCAF Marine Debris Cleanup project funding. MCAF is the non-profit arm of the Marine Conservation Alliance (MCA), an industry trade association that includes fishermen, seafood processors and coastal communities interested in maintaining a sustainable fishing industry. MCAF is a non-profit charitable organization as defined by Section 501(c)(3) of the Internal Revenue Code and donations to MCAF are tax deductible to the fullest extent of the law.

The problem

Persistent debris in the world's oceans is a serious and growing environmental problem. Every year, tangles of derelict fishing gear, cargo vessel netting, rope, plastic straps, fishing line, buoys, and plastic baskets and bottles wash up on beaches throughout Alaska, posing a threat to wildlife, people, and a hazard to navigation.



Savoonga, 2012

Marine mammals and seabirds can become entangled in nets or mistake plastic debris as food, often with fatal results. Beachgoers are injured when they step on broken glass, cans, and other litter. Marine debris can foul propellers and clog cooling intakes of recreational boats and large ocean-going vessels. In 2005, a Russian submarine got tangled in sunken nets off Kamchatka and seven crewmen were trapped underwater for three days before an international rescue effort successfully freed them.

The problem of marine debris even affects remote Alaska. Beginning in 2003, MCA sponsored cleanup work on the Bering Sea island of St. Paul. Working with the Aleut Community of St. Paul Island's Ecosystem Conservation Office, local crews and volunteers collected 13 tons of derelict fishing gear, plastic debris and other litter from the island's shores. The experience confirmed the MCA's suspicions that marine debris is a significant and widespread problem in the North Pacific. Sharing the concern about the problem, U.S. Senator Ted Stevens designated funds in the federal budget to expand the cleanup effort and in 2006 President George W. Bush signed into law the Marine Debris Research, Prevention and Reduction Act to help identify, determine sources of, assess, reduce, and prevent marine debris and its adverse impacts on the marine environment and navigation safety. With funding from the National Oceanic and Atmospheric Administration (NOAA), MCAF's program has expanded statewide, from the Southeast Alaska Panhandle to the Aleutian Islands and the Arctic coast.

The definition of marine debris for purposes of the Marine Debris Research, Prevention and Reduction Act is: any persistent solid material that is manufactured or processed and directly or indirectly, intentionally or unintentionally, disposed of or abandoned in the marine environment or the Great Lakes.

A total of 2.184 million pounds (991 metric tons) of marine debris has been removed through 2011. An additional 56,726 lbs have been reported so far for 2012. Many projects have not finished data reporting yet.

Goals, objectives, and strategies

Because of the seriousness of the marine debris problem in Alaska, MCAF's Board of Directors believes a long-term commitment and significant investment of time, energy, and resources are warranted to address this issue. MCAF has developed a comprehensive, multi-year program to track, coordinate, and fund the cleanup, removal and disposal or recycling of marine debris in Alaska. The cornerstone of this program is partnerships with communities, Native entities, non-governmental organizations, businesses, other non-profits and others to work directly to remove marine debris from the coastal environment.

The MCAF program focuses on on-site work and the use of local personnel and equipment. Projects comply with all applicable federal, state and local laws including the National Environmental Policy Act, Alaska Coastal Management Program, laws to protect historic and cultural sites, and cooperation with public and private landowners. Since the handling of hazardous materials requires specialized training

and equipment, MCAF programs document and report any found hazardous or toxic materials but do not clean them up.

MCAF programs also identify and assess accumulations of marine debris to plan future cleanup efforts and analyze materials collected for source identification. We continue to explore options for recycling and other uses for accumulated plastics. Education and public awareness campaigns to prevent debris from entering the marine environment are also a key component of the MCAF program.



Sorting debris on St George, 2012

Chapter 2. Making a Project Proposal

Eligible Applicants

MCAF invites proposals for marine debris cleanup projects from local and tribal governments, institutions of higher education, non-profit organizations, non-governmental organizations, service clubs, and businesses. Because some funding is from federal sources, MCAF cannot consider applications from federal agencies or employees but encourages them to work with eligible applicants wherever appropriate.

Eligible Projects

MCAF's priority is to fund projects that remove marine debris, particularly fishing debris in locations near wildlife nesting sites, haul-outs and rookeries. Project proposals should place emphasis on on-site work to remove accumulations of marine debris. Administrative support is necessary but MCAF awards are not intended to expand existing programs or fund ongoing operations. Applicants are strongly

encouraged to supplement MCAF awards with other available funds, resources and in-kind services. MCAF seeks to use local personnel and resources as much as possible and discourages applicants from proposing travel or use of non-local personnel and equipment except in unusual circumstances. Major equipment purchases typically will not be approved.

Please note that MCAF projects cannot clean up hazardous materials; however, MCAF contractors may report HAZMAT to appropriate authorities or may partner with such programs as the United States Environmental Protection Agency (EPA) Indian Environmental General Assistance Program (IGAP) to accomplish this.

Request Limits

In 2013, roughly \$400,000 will be available for cleanups, although the final amount will be determined by the Board. The MCAF Board has instituted a \$70,000 limit per project. If the proposal is for more than \$70,000, a letter explaining the reason(s) must accompany the proposal.

2013 Schedule

Application release	December 18, 2012
Proposals Due	February 13, 2013
Contracts distributed	April 1, 2013
Insurance Due	Before fieldwork begins
Quarterly Reports	The end of each quarter that work was done
Final reports and invoices	January 15, 2014
See contract for additional scheduling items.	

Please note that to be eligible for 2013, all 2012 contractors must have submitted all reports and forms for 2012 projects by the date listed in their contract. Unsolicited proposals received outside of this schedule must be resubmitted the following year.

Award Period

MCAF will review proposals immediately following the submittal deadline. MCAF will work with the proposer to develop a final proposal. Funds associated with some grants have expiration dates and failure to submit the required reports on time could result in loss of funding for the contract. You must notify MCAF of any changes in the timeline included in the proposal as soon as they become evident to avoid any loss in funding.

Review and Selection (selection criteria for Assessments)

The MCAF Board will consider several factors in setting priorities for project selection.

A proposal must: (Required)

- Be logistically feasible;
- Fit within the MCAF's cleanup budget; and
- Involve local communities, organizations and individuals who are familiar with the areas, can provide equipment and logistical support and agree to MCAF's terms and conditions.

Proposals will then be ranked for importance according to the following considerations:

- 1) Habitat and fauna (30% ranking)
 - a) The size and relative importance of concentrations of marine mammals and/or seabirds as well as large deposits of entanglement-type debris including fishing gear; and
 - b) Habitat utilized by endangered and/or threatened species (or habitat listed as critical).
- 2) Debris: The amount of debris expected to be cleaned during the project. (30% ranking)
- 3) Financial and work experience (30% ranking)
 - a) The amount and type of In-kind and/or matching funding available;
 - b) Extent of overhead and administrative costs;
 - c) Past work experience; and
 - d) Costs of personnel and rental and lease items (vehicles, boats, heavy equipment etc.).
- 4) Advances our knowledge of marine debris (10% ranking)

The proposals shall be recommended to the MCAF Board based on the priorities and ranking listed above unless the selection of a proposal out of rank order is justified based on one or more of the following factors: geographical balance of projects, removal of threat to critical species, duplication of projects, or other relevant factors.

Selecting new projects

MCAF staff will solicit project proposals from past contractors, members of affiliated organizations and partner communities, Native entities and others.

MCAF staff shall review proposals and make recommendations to the MCAF Board which will review the staff recommendations and make final determinations.

Developing a Proposal

The MCAF proposal package must be used to submit a proposal (available at www.mcafoundation.org). The proposal package includes a written narrative, a map of the area(s) to be cleaned, and an Excel budget worksheet. Any project performed with money from MCAF must have one million dollars of General Liability insurance naming MCAF as an additional insured, as well as other applicable insurance. Check with your organization to determine if it is available there or through a related organization (CDQ groups and local governments have been able to provide some coverage). If it is not, an estimate of the cost for the project is required (see 'Insurance' for more).

What to consider when developing a proposal

A useful tool for planning projects is the MCAF website. On the website there is access to a Google Earth data base of marine debris in Alaska: <http://www.mcafoundation.org/googlemap.html>.

The site can be used to see where past projects have occurred and to view results of surveys or assessments. Once a site is selected, the next decision is whether the proposal is for a survey assessment of the quantity of marine debris in the area or if it is to remove the debris from the beaches.

Survey assessment

Please note that in 2013 MCAF will continue to focus primarily on cleanups as opposed to large scale surveys.

The first step is to obtain charts, maps, photos, and anecdotal information relative to the area which is to be surveyed. Using this material, a decision on how to proceed with the survey is next. A survey assessment may be either an aerial survey, a ground-based survey utilizing a truck or ATV, a skiff or vessel based survey. No matter how the survey is done it must be verified using on the ground methods such as photography. Any survey must take into consideration the location and time of year. The majority of debris is often found at the high tide mark and may be obscured by log jams, rock piles or in summer, shrubs. Aerial surveys during times when much of the debris will be obscured will be of little value. For vessel or skiff based surveys, average ocean conditions relative to getting on shore at that time of year must also be considered. Make sure that proper safety equipment is available and that safe practices are followed. All safety practices must be outlined in a written safety plan.

Once a survey type is selected, a method of documenting the type and amount of debris must be selected. In general, a camera with a GPS function is needed. In the case of ground surveys, a reference item such as a yardstick should be incorporated into the photos. The distance and any areas of particularly heavy concentrations should be recorded using a portable GPS.

A report should include an assessment of how much debris is present over a given distance and how a project may proceed to clean the area, i.e., accessible from a town or village, a temporary campsite is necessary, etc.

Cleanup Proposal

A cleanup proposal must begin with a reference to the specific area that will be cleaned. The reference may be “10 miles of beach beginning at Somewhere, Alaska and going east” or latitude/longitude points or headlands on Somewhere Island. It must also contain charts or maps of the area. Charts may be downloaded at <http://ocsddata.ncd.noaa.gov/BookletChart/AlaskaBookletCharts.htm>. Additional information can also be found at NOAA’s shoreline website <http://shoreline.noaa.gov/>. The next step is to designate segments within the overall area based on expectations of debris type and density. The goal should be to minimize the number of segments.

All cleanup projects must incorporate the actions outlined in this document. This includes insurance of all types listed, and plans for briefings on safety and land issues, etc.

Once a site is selected, the method of access must be chosen. Many projects close to villages or towns have terrestrial vehicular access. If vehicles are used, especially ATVs, ensure that enough are available to safely and legally transport workers. Also ensure that trailers or trucks are available for transporting debris to the next location.

If skiffs or vessels with skiffs are used, ensure that they carry the required safety equipment and that the operators are experienced with respect to accessing the beach and getting people off of the beach. When working in areas where large surf is common, it may be necessary to rent or purchase dry suits for getting to and from the beach. Vessels are also required to keep a log (see MCAF Form 8).

In order to adequately collect all of the data required during a cleanup, a crew member(s) must be assigned, in advance, the responsibility for taking photographs, collecting net samples, weighing the debris, determining the composition of the debris, and keeping track of the debris by segments. This must be factored into the budget.



Administrative tasks during the cleanup include keeping track of the number of individuals and the hours that they work, keeping copies of all receipts (receipts are required, General Ledgers or itemized invoices will be insufficient), keeping track of volunteers and in-kind contributions. One difficulty that has been encountered by vessel-based operations has been the transport of the debris from the beach to the vessel. One project used the vessel pot puller to haul supersacks from the beach.

(left) Another project required a helicopter to remove supersacks from the beach.

(right) Supersacks may also be used to stage debris for later removal. In some cases it may be necessary to establish camps to work from. If you will be utilizing a camp, please describe it adequately in section A of the proposal.



Items commonly needed for cleanup

The main purpose of the cleanup is to remove the debris from the beach. However, just as important, the debris needs to be sorted by debris type (see MCAF Marine Debris Sorting Categories), weighed, and disposed of responsibly. Photography

and net sampling are also very important. Items that are necessary and/or useful are:

1. portable GPS receiver;
2. digital camera, preferably with GPS capabilities. If a GPS equipped camera is not available, ensure that the GPS and camera times are synchronized;
3. note pads, "write in the rain" books and paper (data forms may be printed on this), labels for nets, waterproof markers, etc.;
4. contractor type waste bag, ALPAR bags (Alaskans for Litter Prevention And Recycling available at no cost at 907-274-3266) and/or supersacks (UniTech of Alaska, Inc, 800-649-5859, 907-349-5142, \$22.10 each);
5. a scale that is capable of weighing ALPAR, contractor-type bags or supersacks;
6. personal protective equipment (PPE): gloves, eye protection, rain gear, knee pads, etc,
7. Cutco knives (Drop Point Hunting Knife with Double-D Edge in blaze orange model 5718H) – these are the best knives to use for cutting large lines such as hawsers, crab lines and trawl nets. They can be obtained through the Cutco website (www.cutco.com) or in Anchorage at 907-522-8826 or 907-276-5800. The website also has a form to mail the knives to the factory for free sharpening (not including postage);
8. Pry bars for moving logs and rocks.

Other tools have included chain saws and battery-operated reciprocating saws.

Chapter 3. Permits, Clearances, Access and Other Legal Issues

While MCAF obtains many of the federal and State permits described below, the contractor is required to conduct projects within the permit limitations. The contractor is responsible for obtaining permission from public, private and native land owners.

National Environmental Policy Act

All federally funded cleanup applications are subject to a compliance review under the National Environmental Policy Act (NEPA) performed by NOAA. MCAF is working to obtain NEPA authorization for projects statewide.

NOTE: MCAF will only consider cleanup projects that fit within a Categorical Exclusion and do not require an Environmental Assessment under NEPA. This includes projects with limited degree, geographic extent, and duration that do not require substantial dredging, excavation, or fill; or involve a significant risk of exposure to toxic or hazardous substances. Removal of derelict vessels or hazardous materials will not be considered.

State of Alaska Permits

MCAF will secure permits from the Alaska Departments of Natural Resources and Fish and Game for all projects unless other arrangements are made with the contractor.

Public lands and waters

All projects must comply with any applicable local, state, and federal ordinances, statutes, and regulations. It will be the responsibility of contractors to secure permission in writing to work on or travel across public lands and waters, and to obey all rules and requirements governing such lands and waters. All collected debris must be removed or written permission obtained prior to storage.

Private/Native lands and waters

All projects must comply with applicable organizational, tribal, and private landowner covenants, ordinances, and restrictions. Ideally, marine debris cleanups will involve a collaborative effort between MCAF and the Native or other private landowners, nevertheless it is MCAF policy for contractors to abide by landowner wishes with regard to access, appropriate conduct, protection of natural, cultural and other resources, and any other concerns. All collected debris must be removed or written permission obtained prior to storage.

Alaska Historic Preservation Act

All proposed cleanup projects will comply with the Alaska Historic Preservation Act (AHPA) that prohibits collecting or tampering with protected cultural resources, including artifacts, fossils, human skeletal remains, and other item of antiquity. MCAF additionally expects cleanup participants to abide by other federal, state, local, and tribal laws protecting cultural resources.

In the event of cleanup activities leading to the discovery of an archaeological site, artifact, or other suspected cultural resources, MCAF requires cleanup personnel to:

- **Leave** cultural materials in place at the site of discovery, and mark their location;
- **Stop** cleanup work in the vicinity of the discovery; and
- **Inform** cleanup supervisors immediately, who will notify appropriate local authorities and the Alaska State Historic Preservation Office of the Alaska Department of Natural Resources Office of History and Archeology (907-269-8400) and MCAF.

Anyone found vandalizing, moving, or taking away cultural materials shall be subject to disciplinary actions up to and including immediate dismissal from work and the cleanup project. An incident report may be filed with law enforcement authorities, which may result in prosecution under applicable law.

Chapter 4. Project Management

Both the Contractor and MCAF have substantial oversight roles in each marine debris cleanup project.

Contractor

The contractor is responsible for adequate and timely safety and administrative record-keeping of the cleanup crew. In addition, the contractor insures that all permits, clearances, and access issues are complied with, and that crews receive adequate instruction with respect to MCAF protocol. They must ensure that crews know the boundaries of beach designations, what to do when nets are encountered, how to sort debris for categorization on MCAF Form 2, and how to determine total weight. The contractor is expected to provide oversight to ensure that each of these responsibilities are met.

MCAF

MCAF is responsible for ensuring that the contractor provides quality project management such that the data collected is able to be included in the MCAF Alaska Marine Debris Database. MCAF will accomplish this through site visits with several contractors each year. In addition, each project is subject to site visits by the grantor reviewers.

Invoicing

The contract describes the invoicing requirements in detail. A few highlights include:

1. Payment shall be made through reimbursement for services completed by the Contractor.
2. MCAF will pay the contractor 80% of each approved invoice.
3. When all reports, invoicing and other deliverables have been submitted and approved by MCAF, the remaining 20% will be paid.
4. Any funds not used by the contractor during the contract period will not carry over to the next contract.
5. Invoices may be submitted throughout the project (i.e. monthly), or when the project is complete, whichever is preferred.
6. To request funding please submit to dianemca@ak.net the following information:
 - a. An invoice (clearly describing both at cost and fixed rate expenses) See ANNEX 1 for example.
 - b. Receipts for all at-cost expenses (General Journal will not be accepted).

Federal grant requirements

Because MCAF programs often uses federal funds provided by NOAA, USFWS, or federal funds passed through state agencies, Administrative Standard Award Conditions and Office of Management and Budget (OMB) apply to the use of federal grant monies (see contract for details). Project proposers and subcontractors should read these conditions and understand them fully. Some standard and specific conditions of particular concern to fund recipients are as follows:

1. MCAF may not provide funding to any contractor until the federal agency has cleared the proposed project under the National Environmental Policy Act (NEPA) (see NEPA compliance above).
2. Award payments are allowed only for completed tasks. MCAF will strive to expedite payments for completed tasks but cannot advance funds. MCAF will also work with contractors to ensure a cash flow on projects which endure longer than one month.
3. MCAF and its contractors are prohibited from expending award funds for the purposes of providing transportation, travel, or any other expenses for any federal employee unless specifically authorized.
4. Contractors are limited to allowable indirect costs based on rates approved by appropriate federal agencies. If these negotiated rates change during the award period, prior approval from the federal agency is required for budget transfers from indirect to direct costs, or vice versa, if the change in the amount of total indirect costs on the approved budget exceeds 10 percent of the approved total indirect cost line item. If a contractor has waived any portion of the approved indirect cost rate at the time of award, no claim shall be made against this award at a later date.
5. Publication of project results in appropriate professional journals is encouraged as a way to document and share scientific information. Any such publications, including videos and Internet websites, must clearly state the project funding source. The specific text to include is listed in the contract.

MCAF and its contractors may be required to submit copies of any such reports to the federal agency when releasing information related to a funded project.

6. Proposers must be verified as eligible to work to receive a contract. They will be verified through the Excluded Parties List (www.epls.gov) which shows if they are debarred or suspended.

7. All contractors must have and maintain current registrations in the System for Award Management (SAM) (<https://www.sam.gov/portal/public/SAM/>) formerly known as Central Contractor Registration (CCR), and must submit their DUNS number to MCAF.

Generally, allowable costs include salaries, equipment, and supplies, as long as these are necessary and reasonable specifically for the purpose of the award. Allowable costs will be determined by reference to OMB Circulars A-122, "Cost Principles for Non-Profit Organizations;" For more information, see: <http://www.whitehouse.gov/omb/circulars/index.html> and http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfr31_main_02.tpl

MCAF standard contract

Each MCAF cleanup project will be governed by a written contract consisting of three major parts:

- 1) a description of standard conditions under which the work shall be carried out (Annex 1);
- 2) a project-specific Scope of Work describing objectives, performance measures, and timetables; and
- 3) a budget.

Chapter 5. Insurance, Liability and Safety

MCAF responsibilities

MCAF assumes responsibility only for its employees’ conduct, safety, and insurance coverage, including accident/injury, workers’ compensation, and liability. This does not relieve the Contractor of liability in the event that damage, injury or death is caused by the Contractor. MCAF will reimburse a project the expense of adding MCAF as an additional insured to either a general liability or Protection and Indemnity policy or both.

MCAF provides the following information on insurance, but all questions relative to policy specifics to meet the intent of Articles 9 and 13 must be directed to an insurance provider. MCAF is not responsible for inadequate or insufficient policy coverage obtained by the Contractor.

Contractor responsibilities

Insurance Provided by the Contractor

The safety of Contractors, their employees, volunteers, and all others associated with a cleanup project, shall be the responsibility of the Contractors. MCAF policy recognizes four types of contracting situations; employee versus volunteer and vessel used versus no vessel. The following table lists the policies required of Contractors by type of project. MCAF must receive proof of each required type of insurance including a copy of the posted notice.

Type of Project	General Liability	Protection & Indemnity	Workers’ Compensation	Posted Notice	Automobile (If using automobiles)
Land - Volunteer	X			X	X
Land - Paid	X		X		X
Vessel Used - Volunteer	X	X		X	X
Vessel Used - Paid	X	X	X		X

Please note that if the Contractor has employees, Workers’ Compensation is required and proof must be submitted to MCAF. Workers’ Compensation is required and differs by state (see <http://www.workerscompensation.com>). If your organization falls into an exception you must submit a signed “MCAF Workers’ Compensation Exemption Form” stating your reason for exemption. The intent of the posted notice is to inform volunteers who are not subject to Workers’ Compensation that they

need to recognize and acknowledge the risks inherent in the project and that they decline to perform any unsafe actions. Any volunteer that is injured must prove negligence in a lawsuit.

In addition to insurance, Contractors are responsible for furnishing all workers with necessary personal protective equipment and briefing them on safety issues. The Contractor must file a copy of the safety plan with MCAF. All workers are expected to abide by the terms of the contracts between MCAF and the contractors. It shall be the responsibility of Contractors to ensure compliance by field personnel.

Articles 10 and 14 of the contract which cover the Contractor’s responsibilities relative to safety and insurance.

Previous projects have obtained the general liability policies naming the MCAF as an additional insured from the following Brokers and/or Companies. By including this listing, MCAF is not recommending or endorsing these companies. If you need to purchase P&I naming MCAF as an additional insured the best source is likely your current policy provider.

General Insurance Companies
Shattuck & Grummett Insurance 301 Seward St Juneau, AK 99801 888-241-2414 907-586-2414
Gwaltney & Associates 721 Sesame St. Ste 2A Anchorage, AK 99503 907-569-9016
Alaska USA Insurance Brokers 500 W. 36 th Avenue, Ste 300 P.O. Box 196530 Anchorage, AK 99519-6530 907-770-2400
Marsh USA Inc 1031 W 4 th Avenue Ste 400 Anchorage, AK 99501 907-276-5617
Sweeney Insurance Inc 122 W. Rezanof Dr Kodiak, AK 99615 907-486-3101
Tribal Insurance
Amerind Risk Management Corporation

502 Cedar Drive Santa Ana Pueblo, NM 87004 800-352-3496
Government Insurance
AMLIA 807 G Street Ste 356 Anchorage, AK 99501 907-258-2625 217 Second Street Ste 200 Juneau, AK 99801 907-586-3222



Volunteers from the Holland America Westerdam in Sitka, 2012

Chapter 6. MCAF Marine Debris Program Protocols

Activities to clean up marine debris from identified and assessed beach areas will begin only after the MCAF contract is signed and all necessary permits and other permissions have been secured.

Pre-Cleanup Safety, Land Status and Wildlife Briefing Protocols

Prior to the start of a cleanup, each participant, including employees, volunteers and subcontractors, and others (“workers”), will be briefed on safety policies as well as land status and wildlife issues specific to the area.

Safety Briefing – The contractor shall develop a site health and safety plan and conduct a worker orientation with a qualified safety specialist. The contractor will provide MCAF with copies of the site safety plan. The safety briefing will include the following:

- Compliance with OSHA and if vessels and/or skiffs are used, USCG safety requirements;
- Needed protective and/or weatherproof attire;
- Proper use of hand tools;
- Safe lifting and leveraging of heavy objects;
- Motor vehicle operations;
- Weather and topographic conditions;
- Identification of EMTs and trained first-aid personnel if on site; or,
- Location and emergency contact information of the nearest EMTs and trained first-aid personnel; and,
- Toxic and hazardous material identification and procedures.

Land and Wildlife Issues – The contractor will provide the workers with a briefing on land status and wildlife issues. The briefing will include:

- Ownership status of cleanup project lands, emphasizing:
 - Special landowner requests and cautions;
 - Conditions and authorizations of any needed permits; and
 - Appropriate conduct regarding archaeological, cultural, biological or other protected resources and sites.
- Proper conduct near wildlife, including:
 - Marine mammals, particularly near rookeries and in cases of encounters with animals entangled in marine debris;

- Seabirds, particularly near nesting and feeding areas, and in cases of encounters with birds entangled in marine debris; and
- Other terrestrial, marine, or aquatic wildlife known to occur in the cleanup area, particularly regarding potential for disturbance of wildlife or dangers to workers.

Cleanup and Data Collection Protocols

As well as reducing harmful interactions with fish and wildlife and restoring coastal habitat, all MCAF marine debris cleanups are research projects. The contract and budget for this project stipulate the collection and reporting of data that will allow MCAF to analyze the nature of marine debris.

In addition, the contract may include data collection at new and/or previously established monitoring sites. A monitoring site is a small designated beach or section of beach in which a detailed cleanup is conducted each year or in as many years as possible. The purpose of a monitoring site is to collect data on the amount and types of debris and the rate of accumulation; this data may be for general trends and comparison around the state or special needs such as marine mammal entanglement studies.

Beginning in 2012, MCAF will work with some contractors to collect debris which can be linked to its origin. In particular the origin of beverage containers, bottle caps, etc can be determined by examination of language. Contractors will be asked to collect these types of debris and send them to MCAF for post-season analysis.

Cleanup

In general, follow the safety plan while working in designated teams using only hand tools and small vehicles. Be sure to follow the work plan established by the contractor. Under no circumstance is handling of hazardous material authorized.

The majority of debris will be relatively easy to pick up. However, some debris, particularly nets and lines, may be buried and difficult to remove. In some cases, the debris may have become a part of the bank. Pieces that have become a part of the fabric of the beach should not be removed though above-ground netting can be cut away and removed.

Data Collection and Recording

MCAF is particularly interested in identifying and quantifying marine debris that is harmful to fish and wildlife. Nets, lines, and packing bands, generally large items, are typically the type of debris that cause harm. Ingestion of small pieces of debris, such as pieces of plastic, is also a problem but less is known about the magnitude of the effect. Determination of the origin of the debris is also of importance. The

type of net or the language on the debris is often a clue to debris origin. Care should be taken to note the primary language, particularly on bottles, cans, and other types of debris.

MCAF Marine Debris Beach Assessment and Cleanup Data Collection Form (MCAF Form 2) is the primary data collection form. The best data will be collected when care is taken to partition debris on the beach into the categories listed on it or to carefully sort debris post-collection, depending on Contractor preference. One form should be completed for each beach designated area. If the same area is visited several times, all data should be compiled on a single, consolidated Form 2.

If the contract includes monitoring sites or special study requirements, MCAF Form 3 may be used. This data should later be combined with data from MCAF Form 2 for the same beach designation.

Debris weight should be determined by the method specified in the proposal. If the method is not practical or a better method is found, MCAF should be notified. In either case, the method should be detailed in the final report.

If recycling some of the debris is possible, crews should be instructed to collect recyclables and non-recyclables separately (see the section on Recycling Sorting Protocol).

The designated recorder should also keep track of the number of hours and number of people who worked.

MCAF Marine Debris Sorting Categories

One of the goals of the MCAF marine debris program is to analyze debris type and source. This information is collected using Form 2. The categories and method on Form 2 differ from those commonly used on cleanups in the remainder of the United States such as during the annual Coastal Cleanups. In the contiguous states, much of the debris comes from land-based activities rather than ocean activities. In Alaska, with its relatively small population and often remote shorelines, the vast majority of the debris comes from offshore vessels; much, though not all, is fishing related. The MCAF Form 2 is divided into twelve categories, eight of which are primarily fishing related. Although the categories intuitively seem obvious there are some items that will fit into more than one. The following discussion and pictures are meant to help contractors sort properly.

Trawl, Seine and Cargo Net

This category includes all of the large and thick-stranded mesh nets. Typically, there are three common types seen on Alaskan beaches: trawl, seine, and cargo. A typical trawl net may have many different mesh sizes. Large mesh is used at the opening of the net with progressively smaller mesh sizes used to the cod end. The material typically consists of several strands (usually two or three) either braided or twisted. Seine netting mesh size will vary according to the fishery but may look the same as some trawl mesh. Cargo netting can be of a large variety of materials and sizes. All of these types of netting are very dangerous to wildlife.

The contractor is not expected to determine the type of net. The net samples are analyzed by MCAF and categorized by net type, i.e., domestic trawl, foreign trawl, cargo, etc.



Trawl, Seine, and Cargo Netting Mesh Samples

Line

In past years, MCAF attempted to break out crab line; however, as with trawl nets, it is difficult if not impossible to determine what each piece of line collected was used for. If it is still attached to a float it may be possible to determine what type of gear it was used with. However, all lines may entangle wildlife and MCAF will now categorize all lines together.



Types of line typically collected, including longline (with the gangion, snap and hook)

Domestic Gill Net

There are two types of domestic gillnet used in Alaska; herring and salmon. Herring gillnets may have mesh no less than 2 ½ inches and no greater than 2 ½ inches stretch except in western Alaska where the maximum mesh size is 4 inches. They are usually made of single strand monofilament.

Single strand monofilament is not legal web for salmon. All salmon gillnets are an opaque multifilament web. The web must have at least 30 filaments or have 6 filaments each of which must be at least 0.20 mm in diameter. The mesh size varies by area and may be restricted by the Alaska Department of Fish and Game, however, it may be as small as 4 ¾ inches but nowhere may it be greater than 8 inches. One style of float is used on gillnets throughout Alaska. They are typically oval shaped, approximately 5 ½ inches long, with a single cork line passing through the center.



Domestic gill net and beach seine net (left) and typical floats (right)

High Seas Drift Gillnet

High seas drift gillnets (HSDN) are used by foreign fleets. They are typically made of single strand monofilament and have larger mesh sizes than domestic herring gillnets. The mesh sizes range from 100 mm (4 inches) in the squid fisheries up to 180 mm (>7 inches) in the tuna and billfish fisheries. The surest way to identify one is when the floats are attached. The HSDN uses several different types of floats, the most common of which is the banana float. They are 7 ½ inches to 8 ¼ inches long and are made of hard foam or a softer Ethylene Vinyl Acetate. Grooves along each side accommodate the paired cork line and pairs of holes at each end are used to tie the float to the line. In addition to banana floats, monofilament gillnet has also been found attached to cork line with a cylindrical or tapered cylinder float with a center axis and even a light foam float, both of which also usually used a twin cork line. Include all HSDN floats in this category rather than in the floats category.



Examples of High Seas Drift Gillnets and Floats

Floats

Floats are used to mark fishing gear for retrieval as with crab and shrimp pots and longline fisheries, or to provide floatation for the gear itself as in gillnets and trawls. There is a large variety of float shapes and materials. The shape may be as the domestic gillnet float earlier described, the common buoy float used in the crab fisheries, the more compact version of the gillnet float used in the seine fishery. The material may be hard or soft plastic, aluminum, steel, wood, cork, or foam. Except for the HSDN floats that should be recorded in the HSDN category, all other fishing floats regardless of the material that they are made of should be recorded in this category.



Foam Floats (left) and Plastic and Metal Floats (right)

Other Fishing Related Materials

There are a large variety of other fishing related materials. Any identifiable piece of fishing apparatus belongs in this category, including all bait containers, gaffs, pieces of capture gear (crab, shrimp, and hagfish pots and/or pieces), crab measurers, government pot identification markers, and gloves.



Examples of Fishing Related Gear



Examples of Other Fishing Related Gear

Banding

On vessels, plastic banding is used primarily to seal boxes. Bait used in pot and longline fisheries typically comes in wet lock boxes wrapped with banding. Fishing vessels that process at sea also use strap banding to seal their product. Banding is typically plastic webbing between $\frac{1}{2}$ inch to $\frac{3}{4}$ inch wide and depth of less than $\frac{1}{8}$ inch. It occurs in tangles of pieces that have been cut, in loops that have been removed from a box or at times in a roll for use in wrapping boxes. Banding has been identified as the most frequent entanglement item for Northern Fur seals.



Strap Banding

Plastic Beverage Bottles

Plastic beverage bottles, as the title implies, are bottles that typically hold beverages. The most common type of bottles found are the clear water bottles seen for sale everywhere. Caps and bottles with foreign languages should be photographed and/or sent to MCAF for identification.



Miscellaneous Plastic Beverage Containers

Other Plastic

Simply put, anything that is made of plastic and does not fit into any of the other categories (floats, other fishing related material or banding) should be put into this category. Plastic items are a major concern as they break down and are ingested by wildlife with disastrous results.



Examples of Other Plastic

Metal

As with the other plastic category, anything that is made of metal and does not fit into any of the other categories (floats and other fishing-related materials) should be put into this category.



Metal Debris Samples

Foam

This category is for non-float items made of foam. Typically large pieces (2 x 1 x 8 feet) from docks or flotation in vessels are found. They should be put in this category.



Foam Samples

Fishing Net Samples

Specimens of fishing nets are collected to help identify its origin. Using collected samples of nets, MCAF will consult with net experts and manufacturers to identify net country of origin, intended fishery, and, if possible, owner.

- All high seas drift nets (HSDN) and a specified number of trawl nets as specified in the contract must be sampled.
- The sample cut from the net should be at least one square foot and contain at least three meshes of web. If possible, obtain a piece of net that includes a seam or attachment to a foot rope. For HSDN samples, floats should be included in the sample section if possible.
- Samples should be identified either with a tag or placed in a zip lock bag and marked with the beach designation specified on MCAF Form 2 and collection month and year. Tags are the preferred method of identifying samples as opposed to separate zip lock bags as this method reduces plastic waste.

MCAF compiles information on net samples into a database and shares with other researchers.

Disposal

Debris will be transported to a landfill and/or recycling center. If this is not possible, a pre-determined local staging area will be identified and removal scheduled for a later time. Stockpiles of debris may not be left on government, tribal, or private property without prior written permission of the landowner. If a stockpile is left it must be removed within a year. Contractors should plan their work so that there is no need to leave behind a stockpile other than in a recognized disposal site. Due to the variability of funding, there is no guarantee that funds will be available in the future to remove a stockpile.

Reporting Protocol

Complete reporting is essential for fulfillment of the contract. The contractor must notify MCAF within 10 days of completion of field work. The notification should include an estimate of the pounds of debris collected. A written report following the format below must be submitted. MCAF wants to stress the effective working relationship between MCAF and the contractors. Reports that follow this format may be posted on the MCAF website (see the MCAF website for sample reports):

Cover Page

The cover page must include a descriptive title, specifically stating project location and year. It should be in the exact format seen in the sample: Title, Author, Organization, logo if applicable, a picture of the project, “For Marine Conservation...etc” and the MCAF Logo. **All must fit on the cover page.**

Introduction

Credit must be given to the funding source(s). MCAF will provide this information upon field work completion.

Cleanup Methods

This section must report the methods used in the cleanup including how and why the particular area was identified, how people were recruited and when the safety briefings took place, how the debris was collected, sorted, transported, and weighed. These details are very important as they allow others to learn new techniques.

Cleanup Results

Organize data into three tables (see sample reports). All the data is from MCAF Form 2 but is summarized to provide an overview of the project. The tables are self-explanatory.

Charts or maps showing the areas that are cleaned should also be included. Reference the areas on the chart or map to the locations in Table 1.

Discussion

Use this section to discuss the cleanup. Point out prevalent type of debris and any other interesting findings or observations. Does debris accumulation appear to be recent/ongoing or from a past event? For example, where on the beach is the debris found—above high tide line? Below? Both? Is debris embedded in the ground or bank? If there is more than one beach, which is the dirtiest? Was the cleanup successful? What would you do differently? What worked really well that may work well for others?

Acknowledgements

Use this section to name everyone who helped, put in a picture of the crew with names, credit people who donated other services such as tools, vehicles etc.

Appendices/Attachments

In some cases there may be additional information such as individual beach maps that would be useful.

Include copies of all Form 2s and 4s. They do not need to be a part of the report but they still must be submitted along with a minimum of 15 photographs that show the crew working, concentrations of debris, the debris in a landfill or a staging area, and any unusual items (i.e. foreign language samples).

In addition to the final report, all net samples must be mailed to MCAF.

Plastics Recycling Sorting Protocol

Many landfills in Alaska, particularly in rural areas are being rapidly filled and may not accept nets, lines, or other fishing gear. Recycling may help alleviate this problem; however, accessing recycling facilities presents its own problems. Transportation is the largest problem.

One private facility in the Pacific Northwest that welcomes recyclables from marine debris cleanups is Skagit River Steel and Recycling in Burlington, Washington¹. Fran Recht of the Pacific States Marine Fisheries Commission² developed the following guidelines for marine debris sent to Skagit River Steel and Recycling.

- Recycling is a cooperative effort; it is labor-intensive collecting and processing. If you are recycling, plan ahead to minimize handling.
- Group similar materials – bottles with bottles, metal with metal, etc.
- **If in doubt, throw it out.** Keep this in mind at all times.
- Do not mix in unacceptable materials (see below).

Acceptable Materials (Remember, group like with like and keep it as clean as possible)

- Fishing gear – no organic material – try to bundle it together
- Keep polypropylene separate (crab lines are polypropylene)
- Keep buoys and hard plastic together
- Keep plastic water bottles and containers together (bottles must be empty and caps on the bottle are ok)
- Keep all metal together

Non-Acceptable Materials

- Styrofoam
- Bottle caps and small pieces of plastic
- Gas canisters, metal drums, containers with any content

¹ Aaron Coulter, 1265 S. Anacortes St., P.O. Box 376, Burlington, WA 98233, 1-800-869-7097

² Fran Recht, P.O. Box 221, Depoe Bay, OR 97341, 541-765-2229.

Aerial Survey Protocol

Please contact MCAF to obtain an Aerial Survey Protocol document.



APPENDIX 1. Forms

Standard Contract Conditions

Each cleanup project will be governed by a contract including both standard terms and conditions common to all projects, and specific terms pertaining to the individual project, including a Scope of Work and budget for each task. The standard “boilerplate” contract terms follow:

1. **Parties.** This agreement is made between Marine Conservation Alliance Foundation, hereinafter ‘Client’, a nonprofit corporation, and _____, hereinafter ‘Contractor’.
2. **Services.** The Contractor shall provide professional services in accordance with the agreed-upon Scope of Work (Attachment 1).
3. **Term.** The term of this Agreement is from the date of signature until the completion of the project specified in the Scope of Work, or January 15, 2014 whichever occurs first.
4. **Execution.** This Agreement becomes effective upon receipt by the Client of a duly signed original, scanned, or facsimile copy of this Agreement, whichever occurs first.
5. **Initiation.** The Contractor is authorized to proceed with services upon receipt of an original, scanned, or facsimile copy of the written Notice to Proceed, whichever comes first. Any work done by consultant prior to receipt of the Notice to Proceed is at consultant’s own expense and will not be paid by the Client.
6. **USFWS and State of Alaska:** This project is funded, partly or wholly, by the Fish and Wildlife Service (USFWS), U.S. Department of Interior and the Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (DCCED) under the Coastal Impact Assistance grant (CIAP) (F12AF70202, CFDA 15.668) awarded to MCAF under “10-CIAP-008 Alaska Marine Debris Removal and Assessment.” The USFWS, the Comptroller General of the United States, or any of their duly authorized representatives reserves the right to initiate communications with any Contractor, and may request access to

any books, documents, papers and records which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions. Such communications may be required to conduct audits and examinations and gather additional information. In these circumstances, it may be necessary for the Contractor to directly communicate with USFWS on matters not pertaining to a specific grant of authority from the Department.

7. **Completion/Termination.** This Agreement shall remain in force until acceptance of the services as complete by the Client or until this Agreement is terminated. This Agreement may be terminated without cause by the Client or Contractor upon 30 days written notice. The 30 days will begin to run on the date the notice is deemed to have been given as provided in the "Notice" section. In the event of termination, the Contractor shall be paid the portion of the compensation (or fixed fee, if applicable) for services performed in accordance with the Scope of Work under the terms of this Agreement due as of the date of termination. Such payment shall be in full discharge and satisfaction of any claim contractor may have against client for lost profit, payment under the contract, or any other claim for damage or loss related to the contract. Continuing Service Agreements shall be reviewed annually to determine if rates should be adjusted and shall remain in force and effect until terminated in writing by either party with 30 days notice, or until the occurrence of such date or event that the parties have agreed in writing will terminate the Agreement.
8. **Termination for Cause.**
 - a. This Agreement may be terminated in whole or in part in writing by the Client in the event of failure by the Contractor to fulfill any of the terms and conditions of this Agreement upon the giving of not less than five (5) calendar days prior written notice of intent to terminate in the manner provided in the "Notice" section.
 - b. In the event of termination by the Client for cause, the Contractor shall not be entitled to receive any further payment until the work is completed, or the Client elects to proceed no further with the project. Upon completion of the work, or termination of the project in the event the Client elects not to proceed with the project, the Contractor shall be paid as follows:

- i. Any amount which was otherwise due and unpaid to the Contractor at the time of termination shall be applied to the costs and expenses of taking over and completing the project, or applied to the costs and expenses of closing out the project in the event the Client elects not to proceed with the project. After application to such costs and expenses, any balance remaining of the amount due and unpaid at the time of the termination shall be paid to the Contractor.

9. **Notice.** Any notice under this Agreement shall be in writing and delivered in person, by mail, e-mail or fax. All notices shall be addressed to the party or parties at the above addresses or at such other addresses that the parties may, from time to time, direct in writing. Unless otherwise provided in this Agreement, any notice shall be deemed to have been given on the earlier of:
 - a) actual delivery or refusal to accept delivery;
 - b) the date of mailing by certified mail;
 - c) the date facsimile transmittal is verified; or
 - d) the date the e-mail is sent.

10. **Standard of Care.** Services provided by the Contractor under this Agreement shall be performed in a manner consistent with that degree or care and skill ordinarily exercised by members of the same profession presently practicing under similar circumstances.

11. **Independent Contractor.** The Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee or agent of MCAF. Contractor is responsible for all applicable taxes, benefits, and insurance, including Workers' Compensation, FICA, fringe benefits, payroll withholding, and industrial accident and liability insurance of contractor's employees and subcontractors. Contractor will indemnify, defend, and hold harmless Client in the event any claim is brought against Client relating to these taxes, benefits, and insurance.

12. **Compliance with Laws.** The Contractor shall comply with all applicable federal, state, local, and tribal laws, ordinances and regulations in carrying out the services provided under this Agreement.

13. **Ownership of Materials.** The Client retains all common law, statutory, regulatory, copyright, and other rights to the reports, analyses, photographs, videos, records, research, data, and other materials collected or produced under the Agreement. At the conclusion of Contractor's Agreement with MCAF, Contractor will deliver to the MCAF all such information in Contractor's possession. The materials shall be the property of the Client for the sole benefit and use of the Client. These materials shall not be reproduced without express written permission of the Client. The Contractor acknowledges these materials are publicly shared with State of Alaska, DCCED and USFWS.
 - a. In the event that any such materials owned by a third party are used in media products developed pursuant to this Agreement, the Contractor shall obtain prior written approval or release from the third party authorizing MCAF's use of said materials.

14. **Indemnification/Hold Harmless.** This contract does not create, between the USFWS, Department of Commerce, Community, and Economic Development, (DCCED) or the State of Alaska, and the Contractor, any contractual or other relationship. USFWS, State of Alaska, DCCED, and MCAF are not liable for damages or claims for damages arising from the Contractor's performance or activities under this contract. The Contractor shall indemnify, defend, and hold harmless the Client, the Client's employees, and the Client's representatives, agents, and other contractors from any liability, claims, causes of action, settlements, losses, or costs – including reasonable attorneys' fees and costs of defense – caused by the Contractor's, or its subcontractors', negligent acts, errors, or omissions in services provided pursuant to this Agreement or caused by the Client's negligence related to this Agreement.

15. **Insurance:** Certificates of Insurance must be provided by the Contractor to the Client before a Notice to Proceed will be issued, documenting the existence of insurance of the following types and in the following amounts:
 - a. **General Liability:** Contractor shall maintain during the entire period of the project an appropriate general liability insurance policy that provides coverage for a marine debris beach cleanup and/or survey in the amount of at least \$1,000,000, insuring the Contractor, and MCAF as an additional

insured, from any and all claims for bodily injury or death, and for property damage, that may arise out of or in relation to this Agreement.

- b. **Vessel:** If the contractor is using any type of vessel on this project, the contractor shall maintain a Protection and Indemnity (P&I) policy in the amount of at least \$1,000,000, insuring it and, as an additional insured, MCAF.
 - c. **Auto:** Comprehensive Automobile Insurance is required on this project if the contractor will be using any automobiles in the operation of the grant in the amount of at least \$100,000 per person, \$300,000 per occurrence bodily injury and \$50,000 property damage.
 - d. **Workers Compensation:** Proof shall be provided to MCAF of Workers' Compensation exemption or insurance covering the Contractor in the amount of at least \$100,000 per occurrence.
16. **Equal Employment Opportunity:** Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41, CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor." Contractors are required to include this provision in every agreement entered into with subcontractors under this grant.
- a. The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.
 - b. The Contractor shall state in all solicitations or advertisements for employees to work on Authority funded projects, that it is an Equal Opportunity Employer (EOE) and that all qualified applications will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

- c. The Contractor shall include the provisions of this EEO article in every subcontract relating to this contract and shall require the inclusion of these provisions in every agreement entered into by any of its subcontractors, so that those provisions will be binding upon each contractor and subcontractor.
17. **Clean Air Act and the Federal Water Pollution Control Act:** Compliance with the Clean Air Act and Federal Water Pollution Control Act is required for contracts in excess of \$100,000. Those Contractors must comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33, U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
18. **Byrd Anti-Lobbying Amendment:** Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) is required for contracts over \$100,000. Contractors and their subcontractors shall complete certification stating that federal funds were not used for lobbying and shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
19. **Certification Regarding Lobbying:** By signing this Agreement, Contractor is certifying that no federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor shall include the language from this section in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and require that all subcontractors make the certifications and disclosures.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$100,000 for each such failure.

20. **Conflict of Interest.** No member, officer, or employee of the Client, Contractor or their designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement. The Contractor shall incorporate, or cause to incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purpose of this provision.
21. **Disputes.** Any disputes arising under or related to this Agreement will be submitted to mediation for resolution. In the event that mediation does not result in settlement of the dispute, then the dispute will be submitted to binding arbitration under the rules of the American Arbitration Association. The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Alaska.
22. **Debarment.** Contractor certifies by signing this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

23. **Severability.** If a court determines any provision of this Agreement is invalid or unenforceable, the invalidity or unenforceability shall affect only that provision and will not affect the validity or enforceability of other provisions of this Agreement, and this Agreement shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.
24. **Successors and Assignees.** This Agreement and its attachments binds and benefits the heirs, successors, and assignees of the parties.
25. **Entire Agreement.** This Agreement and its attachments constitute the entire Agreement between the Client and the Contractor, and they shall not be amended, altered, or changed except by a written Agreement signed by the parties. They replace and supersede any and all Agreements between the parties, whether written or oral.
26. **Administrative Requirements.** The Contractor agrees to the following administrative requirements:
- a. The Contractor shall inform the Client of any work to be performed by a subcontractor before entering into a contract with the subcontractor. The Contractor shall require any subcontractor to abide by and be bound to the terms of this Agreement. If requested by the Client, the Contractor agrees to provide to the Client copies of all subcontracts promptly following execution of any such subcontracts.
 - b. Contractor shall submit the following updates and reports by e-mail.
 - i. Inform the Client when the fieldwork begins.
 - ii. Submit a quarterly report with the estimated pounds collected to date for any quarter where fieldwork occurred. Due June 30th, September 30th, and December 30th.
 - iii. Submit an update within 10 days of completion of the fieldwork estimating the number of pounds of debris collected and the number of people and volunteers participating in the cleanup.
 - iv. Submit **final reports and invoices** by January 15, 2013. If reports are not submitted by this date, the Contractor will not be eligible to apply

for funding the following year.

- c. **Videos:** The Contractor shall make the production plans and the final video available to MCAF and the USFWS/NOAA grants officer or their representative for review and approval to ensure that it will be of acceptable quality and appropriately represents the USFWS/NOAA.
 - d. Every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, shall contain the following disclaimer: “This [report/study/brochure/video/website etc.] was prepared by [recipient/author name] and is funded either fully or partly with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior and partly by the National Oceanic and Atmospheric Administration through the Marine Conservation Alliance Foundation. The statements, findings, conclusions, and recommendations are those of the author(s) and should not be interpreted as representing the opinions or policies of the U.S. Government or Marine Conservation Alliance Foundation. Mention of trade names or commercial products does not constitute their endorsement.”
 - e. Contractor shall adhere to applicable federal program compliance requirements. [i.e. Non profits (43 CFR Subpart F, OMB Circular A-122), for profits (2 CFR 215 at the federal agencies discretion, FAR 31.2) local government or tribes (43 CFR part 12, 2 CFR 225)]. The Contractor shall comply with all other applicable federal and state requirements, including administrative requirements, cost principles, audit requirements, procurement standards and public policy.
 - f. All contractors must have and maintain current registrations in the System for Award Management (SAM) (<https://www.sam.gov/portal/public/SAM/>) formerly known as Central Contractor Registration (CCR), and must submit their DUNS number to MCAF.
27. **Payment.** Payment shall be made through reimbursement for services completed by the Contractor. Upon receipt by the Client of an invoice and required documentation of completion of work as described in the Scope of

Work, the Client will pay the Contractor eighty percent (80%) of that invoice. Upon final completion of the project, including receipt by the Client of the final reports and other deliverables, the Client will pay to the Contractor the balance owed under this Agreement. The Client will make all reasonable efforts to make payment within 30 days of receipt of invoice(s) and other required documentation.

- a. **Documentation:** Invoice(s) must be submitted for all expenses. Receipts must be provided for all at-cost expenses.
- b. **Fixed Rate Exhibit:** Fixed-rate terms included within a contract are not eligible for renegotiation for additional payments that exceed such rate. Costs that are fixed rate (including fixed daily rates) shall be listed in the budget.
- c. **Budget Changes:** Up to ten percent (10%) of the total contract amount may be shifted between budget rows by the Contractor without prior approval of the Client, providing expenses stay within the scope of the project. All rates for employees, contractors, rentals, and other services and expenses must be charged at the rate(s) provided for in the contract. Without prior written approval, items without rates listed in the contract shall not be reimbursed. Without prior written approval, no changes in rates may be made to the indirect rate or profit formulas.

EXAMPLE:

Contract Attachment 1 – Scope of Work

Statement of Consultant’s Qualifications: Cleanup Inc. has been conducting marine debris cleanups with the Marine Conservation Alliance Foundation (MCAF) in the area since 2003 removing 200,000 lbs of debris from the shoreline. They have put together detailed data collection reports and have fulfilled each contract. Many of the same crew will return.

Strategy and goals to be accomplished from this contract: Cleanup Inc. will conduct marine debris beach cleanups funded by MCAF on several beaches in the Yakutat area as outlined in their proposal.

Goals:

- Remove 40,000 lbs of marine debris;
- Clean 70,000 yards of beach/coasts;
- Expand knowledge of debris type and concentrations; and
- Conduct monitoring of Japanese tsunami debris.

Preparation: Prior to fieldwork the contractor will provide to MCAF the following: proof of insurance (See contract part 14), safety plan and DUNS and SAM. The contractor will also purchase supplies necessary for cleanup. A Notice to Proceed will be issued by MCAF when the terms have been satisfied and field work may begin.

Fieldwork and Monitoring: The cleanups must follow the MCAF protocol for marine debris projects found in the 2012 Marine Debris Handbook and Attachment 3 of this document.

These include but are not limited to:

- designating beaches according to expected debris accumulations;
- sorting and weighing debris according to the categories on MCAF Form 2 for each designated beach; and
- obtaining photographs of cleanup including but not limited to: large accumulations of debris, before and after pictures of large accumulations of debris, stockpiled debris, unusual debris and people collecting, sorting, transporting and weighing debris.

A separate MCAF Form 2 is expected to be completed for each unique beach designation in a cleanup. The contractor will clean as many of the beaches as described in the proposal as possible. More or different beaches may be cleaned by mutual agreement.

Reporting: See Contract, part 25(b) for the schedule and deadlines for updates and reports.

Final Report: The contractor will be responsible for a final report for the project. It must be similar to, but not limited to the contents of previous reports. The report should include:

- a map and detailed description of what was cleaned;
- the dates of the cleanup;
- the number of people involved and the number of hours they worked in total, separately for laborers and volunteers;
- a table of what and how much was collected;
- any unusual situations;
- how much went to landfills and recycling;
- the number and type of net samples collected;
- any unusual debris; and
- anything that can make the project better in the future.

Forms:

- One completed MCAF Form 4; and
- Form 2s for each beach.

Net Samples:

- The contractor will submit 10 net samples noting the beach of origin (GPS not required);
- A sample should be taken of all High Seas Drift Nets since they have been banned in the North Pacific, and this may help determine their continued use.

Photographs: Key photographs should be included in the written report. Other photos should be submitted on CD, e-mail or other format.

Budget: \$. The client will pay the contractor for costs not to exceed \$ (dollars) upon satisfactory completion of the work.

Contract Budget Example

Project name _____

		Number of People/ Items	Daily Rate	Number of Days ⁵	Requested from MCAF	Fixed rate or at-cost ⁶
Insurance¹					\$0.00	<i>At-cost</i>
Supplies (Bags, knives, scales, personal protection gear)					\$0.00	
Personnel						
<i>cleanup</i>	Captains/Crew Leaders				\$0.00	
	Crew				\$0.00	
	Other Crew				\$0.00	
<i>admin</i>	Administrator				\$0.00	
	Administrative Assistant				\$0.00	
<i>Fringe²</i>	(rate x total personnel cost)		Rate	0%	\$0.00	
Total Personnel					\$0.00	
Vessels						<i>Fixed daily rate</i>
	Skiffs (under 32')				\$0.00	
	Boats (32' or greater)				\$0.00	
	Fuel and oil ⁴				\$0.00	
Total Vessels					\$0.00	
Vehicles						<i>Fixed daily rate</i>
	4 Wheelers				\$0.00	
	Other Equipment				\$0.00	
	Trucks				\$0.00	
	Fuel and oil ⁴				\$0.00	
Total Vehicles					\$0.00	<i>At-cost</i>
Landfill Fees					\$0.00	
Debris Shipping					\$0.00	
Other (Specify)					\$0.00	
Total					\$0.00	
Federally Approved Indirect Rate³			Rate	0%	\$0.00	<i>Fixed %</i>
Grand Total					\$0.00	

¹ Contractor must have a \$1,000,000 general liability policy naming MCAF as an additional insured

² Fringe may include the **EMPLOYER'S PORTION** of workers' compensation, medical, unemployment and social security

³ Federally Approved Indirect rate not to exceed 10%.

⁴ Fuel and oil to be charged at actual costs.

⁵ If the item is less than a full day (8 hours) use a percentage, i.e., for a half day (4 hours) use .5

⁶ Receipts are required for all at-cost expenses.

MCAF Marine Debris Beach Assessment and Cleanup Data Collection (Form 2)

Contractor: Date:

General Location (e.g. Island)

Beach Segment Name

Start Point of Beach: Lat: Long:

End Point of Beach: Lat: Long:

Center Point of Beach: Lat: Long:

Is this a survey or cleanup?

Length of beach cleaned: Yds Average width of beach cleaned: Yds

Does this beach appear to be a natural collection area? Yes No

Composition of Debris

<input type="text"/> lbs <input type="text"/> % Trawl, Seine and Cargo Net	<input type="text"/> lbs <input type="text"/> % Banding
<input type="text"/> lbs <input type="text"/> % All Line or Rope	<input type="text"/> lbs <input type="text"/> % Plastic Beverage Bottles
<input type="text"/> lbs <input type="text"/> % Domestic Gill Net	<input type="text"/> lbs <input type="text"/> % Other Plastic, Non-Beverage
<input type="text"/> lbs <input type="text"/> % High Seas Driftnet	<input type="text"/> lbs <input type="text"/> % Metal
<input type="text"/> lbs <input type="text"/> % Floats	<input type="text"/> lbs <input type="text"/> % Foam
<input type="text"/> lbs <input type="text"/> % Other Fishing Related	<input type="text"/> lbs <input type="text"/> % Other Non Vessel Related

Total estimated weight on beach segment (sum from above):

Other Comments:

MCAF Marine Debris Final Report Form (Form 4)

(This form is to be filed at the end of the project along with the written report)

Year		Contractor		Project	
Dates of field work					

Report the number of employed and volunteering and the number of hours worked for each

	Number of Individuals	Total hours worked
Employed		
Volunteers		
Totals		

Estimate the value of in-kind donations

Item	Number	Hourly/Daily/Lbs Rate	Total Value
Volunteers	Hours	\$	\$
Vessels	Days	\$	\$
Skiffs	Days	\$	\$
Vehicles	Days	\$	\$
ATVs	Days	\$	\$
Landfill	Lbs	\$	\$
Shipping	Lbs	\$	\$
Other		\$	\$
Other		\$	\$
Grand Total		\$	

Report expenses incurred

Fuel	\$		Lube Oil	\$	
Landfill	\$		Insurance	\$	
Personnel	\$		Personnel Fringe	\$	
Vessel Cost	\$		Skiff Costs	\$	
Vehicle Cost	\$		ATV Costs	\$	
Supplies	\$		Other	\$	
Other	\$		Other	\$	
Grand Total		\$			

Metrics

Total of marine debris collected		lbs or		Metric Tons (lbs / 2,204)	
Beach length		Yds	Average Beach width		Yds
Total area cleaned		Sq Ft (9 x Sq Yds)			
Amount of debris recycled or reused:		lbs			Metric Tons
Number of Beach Assessment Forms (MCAF Form 2) attached					

MCAF Vessel Log (Form 8)

(This form is to be used only if a vessel equal to or greater than 32 ft is used for transportation and/or living quarters)

Name of Contractor

Name of Vessel

Date	Location	Anchor Down or Tie Up Time	Anchor Up or Leave Dock Time	Head to Beach Time	Return from Beach Time	Number of People on Beach	Total Hours of Cleanup	Total Hours of Running	Other Activity

MCAF Aerial Survey Log (Form 10)

Date:

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Pilot:

Observer:

Organization:

Phone:

Email

Area surveyed: from to

	Location (Common Name)	GPS Coordinates	Description	DFG check if yes
1				
2				
3				

DFG=Derelict Fishing Gear. Notes:

Volunteer Release (Form 11)

EXAMPLE Volunteer Release

Project:
Grantee:
Grant Period:

By signing below, I certify that the representation of my time and/or volunteer time is accurate and complete. I waive all claims and release Grantee, non-profit organizations, and/or government agencies from any use of my photograph or name.

As a volunteer, I recognize and acknowledge that there are certain risks of physical injury to volunteers in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to waive and relinquish all claims I may have (or which accrue to me) as a result of volunteering in this program/activity against the (Enter your organization), the Marine Conservation Alliance Foundation and NOAA, including its officers, officials, agents, volunteers and employees (herein after collectively referred as "Parties"). I do hereby fully release and forever discharge the Parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with my volunteer services.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, your on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.

Volunteer Name _____

Volunteer Signature _____

Date _____

Invoice Sample

Marine Debris Corp.

We clean it all

411 State St.
Petersburg, AK
Phone (907) 523-0731

INVOICE

INVOICE #[100]
DATE: JANUARY 31, 2012

TO:

MCA Foundation
2 Marine Way, Suite 227
Juneau, AK 99801
(907) 523-0731

FOR:

Petersburg marine debris cleanup

DESCRIPTION	Days	RATE	AMOUNT
AT-COST (receipts attached)			
Insurance			\$1,200.52
Personnel			\$30,254.00
Supplies			\$250.55
FIXED RATE			
Skiff	23	\$45	\$1,035
4 Wheeler	5	\$30	\$150
Truck	8	\$50	\$400
		TOTAL	\$33,290.07

Please make all checks payable to **Marine Debris Corp.**

MCAF Workers' Compensation Exemption Form (Form 12)

(rev 11/30/11)

Company Name:

Company Address:

I certify that __(Company name)__ was exempted from Workers' Compensation from the period of April 1, 2013 to December 31, 2013. The Workers Compensation exemption that we fall under is marked below.

- Sole proprietor with no other employees.
- Manager or member of an LLC with no other employees.
- Commercial fishermen, as defined in AS 16.05.940
- Other: _____
(see AS 23.30.230 for additional resources)

Signature _____ Date _____

Name _____

Title _____

Contacts

Marine Conservation Alliance Foundation

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Juneau, AK 99801

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Fax (206) 260-3639

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Marine Debris Program Coordinator

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