

Seafood Integrity Policy Recommendations

2019 FINAL DRAFT

Prepared for



by and in partnership with



SEADAWN



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Goals & Objectives

The Seafood Integrity Program intends to:

1. Establish a seafood integrity standard that is based in current science, is rigorous, robust, and just to both fish sellers and consumers.
2. Engage AIM market participants, consumers, employees, and board members, and other stakeholders in seafood sustainability topics and issues to ensure understanding of need, process, and requirements as related to seafood sustainability and application of the seafood integrity standard at AIM operated farmers markets.
3. Distinguish AIM Seafood Integrity Program, and to ensure a future for fish sellers and seafood vendors at AIM markets, by providing the shopping public with accurate, reliable, and complete information that increases trust, confidence and ability of market shoppers to make informed choices relating to their personal health and seafood sustainability.

Rules & Requirements

NOTE: It is recommended that Exhibit E of the Rules and Requirements document currently in use be updated as follows for each section in Exhibit E. This document will serve as the template for updating the AIM rules and regulations sections in the master documents

For the purpose of this document the words "seafood" and "fish" may be used interchangeably and shall encompass all allowable ocean or fresh water seafood products that a fish seller might sell at one of AIM's markets.

1. Species

All fish sold at AIM markets must be sustainable seafood. Sustainable seafood is defined as seafood from sources, either fished or farmed, that can maintain or increase production without jeopardizing the long-term structure and function of ecosystems impacted by industry practices. All seafood sold at AIM markets must be a "Best Choice- Green" or a "Good Alternative-Yellow" recommendation as determined by the scientific methods of Seafood Watch, a program of Monterey Bay Aquarium. Fish listed as "Avoid-Red" may not be sold at AIM farmers markets. Those items that are not covered by Seafood Watch recommendations are considered to be "Grey" items and AIM reserves the right to prohibit the sale of any such item at their markets. AIM may also consult with a third party advisor on the allowance or prohibition of these "Grey" items. Vendors can reference Seafood Watch recommendations at seafoodwatch.org and on the available mobile application.

Recommendations are updated every six months (January & June) and it is the responsibility of the fish seller to ensure they stay within compliance of updated recommendations as they apply to AIM standards.

2. **Waters of Origin**

A fish seller may sell only fish caught in United States waters from the California/Mexico Border to the northern-most tip of Alaska within a 200-mile range of the U.S. coastline within the US Exclusive Economic Zone (EEZ), see Figure 1. Seafood harvested in Canadian waters is prohibited.



Figure 1. Map of the United States West Coast Exclusive Economic Zone (EEZ) indicating fishing areas acceptable for harvest of seafood intended to be sold at AIM Farmer's Markets.

3. **Method of Catch**

Fish sellers may only sell fish caught by sustainable gear that does not damage habitat and take unwanted bycatch. Acceptable methods of catch include rod and reel, trap, troll, and set/bottom long line. A fish seller may not sell fish caught by the following gear types*: trawl, pelagic long line, drag, or open ocean gill or drift net.

* In order to recognize a process of improvement, if a fisher uses the methods above and has modified the gear to dramatically decrease or eliminate the causes of concern for habitat damage and bycatch they may present this evidence to AIM. AIM may conduct an assessment with the assistance of an outside 3rd party expert to determine if this is a

reasonable exception. Submission of this request in no way guarantees AIM will conduct an assessment or allow for a gear type exception. AIM reserves the right to deny or postpone requests at their discretion.

4. **Aquaculture/Farm Raised Fish**

A fish seller may not sell farm raised fin fish unless the production is freshwater and land-based in California. A fish seller may not sell farm raised shellfish unless the production takes place in California.

5. **Fisher Direct Catch**

In order to provide 100% transparency to the end consumer AIM requires at least 51% of seafood sold at AIM markets to be fisher direct. Fisher direct catch means that there must be no more than one sales transaction between fisher and fish seller who brings fish to AIM's market. A fisher, as used in this document, is defined as a person who actively fishes or harvests seafood products to be sold and logs at least one commercial fishing trip per year, or owns an aquaculture operation that produces farm raised seafood.

Fish seller(s) present at AIM markets must either be the business owners, be appointed by the business owner either by being under employment by business owner, as designated on the market application, or in a direct business relationship with the primary business owner who fishes for their own catch to be sold at AIM Markets but who cannot be present to sell at the market.

At least 51% of the seafood offered for sale by weight by each fish seller at each market and per calendar year must be fisher direct catch. No more than 49% by weight of the seafood offered for sale (by weight) at each market can be sourced from third parties which requires more than one sales transaction between fisher and fish seller. This means that fish sellers may sell up to 49% by weight of products offered for sale at the market which meet all other sustainability rules and regulations outlined in this document and that they have purchased from another fisher or fish dealer/wholesaler.

Note: Landing partners landing fish and paying fishers for the fish seller as a service do not count as a transaction. Fish seller must have copy of fish ticket and invoice for landing on hand.

Winter Season rules are in effect December 1 through March 31st which allow fishers, who may not be able to fish due to inclement weather, to sell greater than 49% by weight at

markets of seafood that is purchased from other fishers or fish dealers/wholesalers and still meet all rules, regulations, and sustainability requirements with a limit of only **ONE** transaction between fisher and fish seller or **TWO** transactions between fisher, fish dealer/ wholesaler, and fish seller bringing seafood to AIM markets.

At time of application fish seller must submit a description of their plans to cover these winter month situations in which they may not be able to fish themselves and must purchase seafood from other fishers or fish dealers/wholesalers including a list of all fishers and fish dealers/wholesalers they intend to buy from during the months in which the winter season rules are in effect.

A fish seller must separate their own catch from fish bought from other fishers, fish dealers/wholesalers. All fish offered for sale at AIM markets must be verified by landing receipts/transfer receipts/producer receipts or wholesaler receipts/invoices.

The 51% of sales catch rule may be re-evaluated when necessary by the AIM Rules & Regulations Advisory Committee. AIM may request landing receipts/transfer receipts/producer receipts or wholesaler receipts/invoices from fish sellers once a quarter, or on an as-needed basis.

6. **Market Attendance**

To build stronger connections to communities between fishers and customers AIM requires that the business owner(s) must attend 2 full market days a year. Business owners should email market manager when they plan to attend for the days to be documented.

7. **Certification/Audit**

Fish sellers may be audited by an appropriate third-party certification or verification organization chosen by AIM that the fish they catch and sell, as well as the fish they are reselling, meet the sustainability standards set forth by AIM's Seafood Integrity Policy. Audits may include proof of landing receipt, invoice, transfer receipt, DNA testing, or other means deemed appropriate to verify catch by AIM management. Vendors should bring or be able to readily produce the documents associated with the product currently being sold at the market and their chain of custody information to each market. AIM reserves the right to conduct anonymous audits and testing at their discretion. Failure to meet AIM audit requirements may include suspension or removal from AIM markets.

8. Potentially Hazardous Foods

Under California Retail Food Code, Section Number 114057, Effective Jan. 1, 2019 potentially hazardous foods that are packed by a food facility in reduced-oxygen packaging (vacuum sealing) or have been partially cooked and sealed in any container or configuration, that food facility must have an approved HACCP plan. For vacuum sealing and processing fish, a State Approved Process Food Registration for the commissary/commercial kitchen must also be provided with market application. Written proof of compliance from County Health Department will suffice. If fish seller is not using a reduced oxygen packaging this section does not apply.

Labeling Requirements

Participants selling fish must label all seafood items they intend to sell. It is preferable that each package is labeled individually, however, if this is not feasible seafood items must be separated into individual bins and each bin labeled according to the labeling requirements below. Bin labels must be easily readable from a distance. AIM will provide a label template and sample. Fish Sellers may create their own labels and are not required to use AIM template.

Fish sellers shall not display any non-factual or misleading information or labeling on seafood products, labels, signs, etc.


Participants selling fish must label all seafood with the following:

- **Species of Fish:** This should be the most scientifically accurate name possible and must be included in list of acceptable market names as determined by the FDA on *The Seafood List* available at: <http://www.accessdata.fda.gov/scripts/fdcc/?set=seafoodlist> (Last updated 8/5/2019). e.g. Rockfish should not be labeled as Snapper, Rock cod, or Red Snapper.
- **Wild or Farmed:** Either of the words "wild" or "farmed" must be written OR one or the other circled if both are printed to clearly indicate which seafood is wild and which is farmed. Wild and farmed seafood should not be displayed in the same bin and the use of other words as replacements for these indicators shall not be used in their place.
- **Where it was caught/farmed:** The waters from which the item was caught, not the port that it was landed should be listed. If the item is farmed then the location of the farming operation should be listed. Farmed seafood purchased from third parties (not

farm direct) need to be labeled as such and must include farm name, location, and farming method. Acceptable aquaculture/farming methods, outlined above in the Rules & regulations above, are those that are freshwater and land-based in California. A fish seller may not sell farm raised shellfish unless the production takes place in California

- **How it was caught:** Specific gear type must be listed. Simply labeling "net" or "line" caught is not acceptable.
- **Who caught/raised it:** This should include the name of the fishing vessel and/or fisher who caught the item. Fishers should distinguish their own catch by labeling to indicate which fish was caught by them and which fish was caught by others- if all fish were caught by the fish seller then a statement of "All fish caught by us" or similar should be prominently displayed in the fish seller's stall. If the item is farmed then the location of the farming operation along with the farming method. Farmed seafood purchased from third parties (not farm direct) need to be labeled as such.
- **Fresh or Frozen:** Seafood item must be labeled as "fresh" or "frozen". If thawed for sale at market the item must be labeled as "Previously Frozen" or "Thawed".

Sample Bin Label Template

Species:	King Salmon
Origin:	Half Moon Bay, CA
	<input checked="" type="radio"/> Wild <input type="radio"/> Farmed
Method:	Troll Caught
Harvested By:	Fisher Name & F/V or Farm Name
	<input checked="" type="radio"/> Fresh <input type="radio"/> Frozen <input type="radio"/> Previously Frozen/Thawed
PRICE:	Sold By:
	

Sample Individual Package Label (2021 Requirement)

Species:	King Salmon
Origin:	Half Moon Bay, CA
	<input checked="" type="radio"/> Wild <input type="radio"/> Farmed
Method:	Troll Caught
Harvested By:	Fisher Name & F/V or Farm Name (Indicate if 3rd Party)
	<input type="radio"/> Fresh <input checked="" type="radio"/> Frozen <input type="radio"/> Previously Frozen/Thawed
Weight:	Date:
PRICE:	Sold By: (Company name/logo)
Company contact information (website, phone, etc.)	

*******THE BELOW SECTIONS ARE RECOMMENDATIONS TO BE ADDED TO GENERAL MARKET RULES DOCUMENT*******

Load List

It is recommended to add the language as follows at end of instructions*

(*Having this will allow us to collect metrics of impacts on what seafood is sold and changes/ impacts for implementing sustainable seafood standards):

If you are a fish seller, please note total pounds loaded in as well as sold. You must also indicate what is your own catch and what you bought from other fishers, fish dealers/ wholesalers and associated weights by species.

Stall Audit Checklist

Recommended Changes:

It is **recommended** that a fish seller specific checklist be used or the following items be added to the current audit sheet checklist:

- Fresh Seafood items match seasonal calendar
- Labeling Requirements met
- Has copies of electronic landing receipts, transfer tickets, and/or wholesale receipts for each item on hand.
- Vessel & Fish business names and number on landing receipts matches Market Participant Application

Fish Seller/Market Participant Application

It is recommended to update the application with the following fields:

- Fish Business Name & Number & Receipt
- Commercial Fishing License Number & Receipt
- Fish Retail License Number and if applicable Fish Receiver Number

- Vessel Name(s), length, and registration numbers
- Harbor where vessel(s) dock
- Primary landing/offloading location
- Primary Processing facility (if not onboard)
- Primary Storage facility for fresh and frozen
- Bad Weather/vacation/sick plan
- List of Wholesalers, Farms, and all 3rd Parties seller anticipates buying seafood from
- Designated representative to fish/attend markets in owners place*

*If this person changes seller must notify AIM to update list of market representatives.

Vessel Audit

It is recommended to verify the following during vessel audits:

- Vessel Registration number
- Vessel length
- Gear Type(s) on board match those listed on application/bin labels
- Crew list

Living Document

To account for the dynamic nature of ocean conditions, fishery management, and resulting changes in seafood sustainability recommendations AIM & their Professional Consultants will continue work to expand the seafood integrity standards, requirements, and audit processes to include future areas of possible concern in order to meet needs of AIM, ensure full compliance of standards, and work within adaptable eco-system management strategies. In this way these seafood integrity and sustainability standards are to be considered a living document.

Glossary

Fisher- Person who actively fishes or harvests seafood products to be sold and logs at least one commercial fishing trip per year, or who owns an aquaculture operation that produces farm raised seafood.

Fish seller(s)- person(s) present at AIM markets who are either the business owners, or are appointed by the business owner as a representative and who is either under employment of the business owner, or in a partnership/direct business relationship with primary business owner who fishes for their own catch to be sold at AIM Markets but who cannot be present to sell at the market. Fish seller(s) who are not the primary business owner must be designated on the market application and updated if changes occur from original application.

Fisher direct catch- Seafood caught and sold by registered AIM market fish seller/business and that has no more than one sales transaction between fisher who harvests the fish and the fish seller who brings fish to be sold to end consumer at AIM's market.

Fish dealer/wholesaler/distributor- Business entity or person that purchases seafood in bulk quantities and sells to other wholesalers, distributors, or retailers such as restaurants, fish markets, and supermarkets.

Fresh fish- Seafood that has never been frozen.

Frozen fish- Seafood that has been subjected to freezing and is kept frozen until sale or use.

Previously Frozen/Thawed- Seafood that has been subjected to freezing and subsequently thawed prior to sale/use. Previously Frozen/Thawed Seafood should not be labeled as "fresh".

One party transaction- See Fisher Direct Catch

Third Party Transaction- Seafood purchased by registered AIM market fish seller from a fish dealer/wholesaler who did not catch/harvest the fish and who purchased from another fisher or fish dealer/wholesaler.

Two Party Transaction- Seafood purchased by registered AIM market fish seller from another fisher to be brought to AIM markets for sale by fish seller to end consumer.

Sustainable Seafood- Seafood from sources, either fished or farmed, that can maintain or increase production without jeopardizing the long-term structure and function of ecosystems impacted by industry practices.

Appendix A. Summary of Seafood Policies*

* This is a summary table. Please refer to AIM Seafood Integrity Policy document or full text and explanation of regulations.

Regulation Area	AIM Regulations
<p style="text-align: center;">Species</p>	<p>All fish sold at AIM markets must be sustainable seafood and be a “Best Choice- Green” or a “Good Alternative- Yellow” recommendation as determined by the scientific methods of Seafood Watch, a program of Monterey Bay Aquarium. Fish listed as “Avoid-Red” may not be sold at AIM farmers markets. Those items that are not covered by Seafood Watch recommendations are considered to be “Grey” items and AIM reserves the right to prohibit the sale of any such item at their markets.</p>
<p style="text-align: center;">Waters of Origin</p>	<p>A fish seller may sell only fish caught in United States waters from the California/Mexico Border to the northern-most tip of Alaska within a 200-mile range of the U.S. coastline within the US Exclusive Economic Zone (EEZ), see Figure 1. Seafood harvested in Canadian waters is prohibited.</p>
<p style="text-align: center;">Methods of Catch</p>	<p>Acceptable methods of catch include rod and reel, trap, troll, and set/bottom long line. A fish seller may not sell fish caught by the following gear types*: trawl/drag, pelagic long line, or open ocean gill or drift net.</p>
<p style="text-align: center;">Aquaculture/Farmed Fish</p>	<p>A fish seller may not sell farm raised fin fish unless the production is freshwater and land-based in California. A fish seller may not sell farm raised shellfish unless the production takes place in California.</p>

<p style="text-align: center;">Fisher Direct Catch</p>	<p>At least 51% of the seafood offered for sale by weight by each fish seller at each market and per calendar year must be fisher direct catch. No more than 49% by weight of the seafood offered for sale (by weight) at each market can be sourced from third parties which requires more than one sales transaction between fisher and fish seller. All fish sold must meet all other AIM & sustainability requirements.</p>
<p style="text-align: center;">Market Attendance</p>	<p>AIM requires that the business owner(s) must attend 2 full market days a year.</p>
<p style="text-align: center;">Certification & Audit</p>	<p>Fish sellers may be audited by an appropriate third-party certification or verification organization chosen by AIM that the fish they catch and sell, as well as the fish they are reselling, meet the sustainability standards set forth by AIM's Seafood Integrity Policy. Audits may include proof of landing receipt, invoice, transfer receipt, DNA testing, or other means deemed appropriate to verify catch by AIM management. Vendors should bring or be able to readily produce the documents associated with the product currently being sold at the market and their chain of custody information to each market. AIM reserves the right to conduct anonymous audits and testing at their discretion. Failure to meet AIM audit requirements may include suspension or removal from AIM markets.</p>

<p align="center">Potentially Hazardous Foods</p>	<p>Potentially hazardous foods that are packed by a food facility in reduced-oxygen packaging (vacuum sealing) or have been partially cooked and sealed in any container or configuration, that food facility must have an approved HACCP plan. For vacuum sealing and processing fish, a State Approved Process Food Registration for the commissary/commercial kitchen must also be provided with market application.</p>
<p align="center">Labeling Requirements* (*See full document for exact requirements)</p>	<p>Participants selling fish must label all seafood with the following information:</p> <ul style="list-style-type: none"> - Species of Fish - Wild or Farmed - Where Caught/Farmed - Method of Catch/Farming - Name of Fisher/Vessel/Farm - Fresh (never frozen), Frozen, or previously frozen

Appendix B. Table of Audit Methods

Stall Audit Methods	Fish Seller Application Audit	Vessel Audit	Seafood Integrity Audit
<ul style="list-style-type: none"> • Fresh Seafood items match seasonal calendar • Labeling Requirements met • Has copies of electronic landing receipts, transfer tickets, and/or wholesale receipts for each item on hand. • Vessel & Fish business names and number on landing receipts matches market participant application 	<ul style="list-style-type: none"> • Fish Business Name & Number & Receipt Commercial Fishing License Number & Receipt • Fish Retail License Number and if applicable Fish Receiver Number • Vessel Name(s), length, and registration numbers • Harbor where vessel(s) dock • Primary landing/offloading location • Primary Processing facility (if not onboard) • Primary Storage facility for fresh and frozen • Bad Weather/vacation/sick plan • List of Wholesalers, Farms, and all 3rd Parties seller anticipates buying seafood from • Designated representative to fish/attend markets in owners place* <p>*If this person changes seller must notify AIM to update list of market representatives.</p>	<ul style="list-style-type: none"> • Vessel Registration number • Vessel length • Gear Type(s) on board match those listed on application/bin labels • Crew list 	<p>Fish sellers may be audited by an appropriate third-party certification or verification organization chosen by AIM that the fish they catch and sell, as well as the fish they are reselling, meet the sustainability standards set forth by AIM's Seafood Integrity Policy.</p> <p style="text-align: center;">Audits may include:</p> <ul style="list-style-type: none"> • Proof of landing receipt • Invoices • Transfer receipts • DNA testing • Other means deemed appropriate to verify catch by AIM management.

Appendix C. Acceptable Supply Chains

Acceptable Supply Chain Scenarios for Seafood Sold at AIM Farmer's Markets

51% of seafood (by weight) must be Fisher Direct as outlined in the first two scenarios below*



Single Transaction Fisher Direct- Seafood caught and sold by registered AIM market fish seller/business and that has no more than one sales transaction between fisher who harvests the fish and the fish seller who brings fish to be sold to end consumer at AIM's market. Zero other transactions exist prior to sale to end consumer.

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Two Party Transaction- Seafood purchased by registered AIM market fish seller from another fisher to be brought to AIM markets for sale by fish seller to end consumer. Only one transaction exist prior to sale to end consumer.

No more than 49% of seafood (by weight) can be sourced from third parties as defined below*
(Landing partners do not count as a transaction)



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Third Party Transaction- Seafood purchased by registered AIM market fish seller from a fish dealer/wholesaler who did not catch/harvest the fish and who purchased from another fisher or fish dealer/wholesaler. No more than two transactions exist prior to sale to end consumer.

AIM Seafood Integrity Standards state that no more than 49% by weight of the seafood offered for sale (by weight) at each market can be sourced from third parties which requires more than one sales transaction between fisher and fish seller. This means that fish sellers may sell up to 49% by weight of products offered for sale at the market which they have purchased from another fisher or fish dealer/wholesaler but may not sell items that exceed more than TWO transactions between fisher, fish dealer/wholesaler, and fish seller bringing seafood to AIM markets*.

*Winter Season rules are in effect December 1 through March 31st which allow fishers, who may not be able to fish due to inclement weather, to sell greater than 49% by weight at markets of seafood that is purchased from other fishers or fish dealers/wholesalers and still meet all rules, regulations, and sustainability requirements with a limit of only

ONE transaction between fisher and fish seller or TWO transactions between fisher, fish dealer/wholesaler, and fish seller bringing seafood to AIM markets.