

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) sets forth the terms of the agreement between the Confederated Tribes of the Siletz Indians (“the Siletz Tribe”) and the State of Oregon, acting through the Oregon Department of Fish and Wildlife (“the State”). The parties to this MOU are the Siletz Tribe and the State.

**RECITALS**

1. The Siletz Tribe and the State share a common interest in management of clams as a valuable natural resource, and agree that gathering and sharing of data among the parties will assist the parties in co-operative approaches to managing the shellfish resource as specified in this MOU.
2. Clams are of cultural and historical significance to the Siletz Tribe, and it is important that Tribal Members gather clams for ceremonial, subsistence and other non-commercial purposes.
3. On April 22, 1980, the State, the Siletz Tribe, and the United States of America entered into an agreement, hereafter referred to as the “Consent Decree,” entitled “Agreement Among the State of Oregon, the United States of America and the Confederated Tribes of Siletz Indians of Oregon to Permanently Define Tribal Hunting, Fishing, Trapping, and Gathering Rights of the Siletz Tribe and its Members.” The United States District Court for the District of Oregon declared and set forth the Consent Decree in the final judgment and decree in the action entitled *Confederated Tribes of Siletz Indians of Oregon v. State of Oregon*, entered on May 2, 1980. The United States as trustee for the Siletz Tribe, acting through the United States Department of the Interior Bureau of Indian Affairs, participated in the negotiation and drafting of this MOU and supports this final MOU between the State and the Siletz Tribe. This MOU is not intended to alter the terms of or bind the State, the Siletz Tribe, or the United States as to the interpretation of the Consent Decree.
4. On June 20, 2013, the Siletz Tribal Council adopted amendments to the Tribe’s Hunting, Fishing and Gathering Ordinance, Siletz Tribal Code §7.001 – 7.037, which remained in effect on the date the parties entered this MOU.
5. The Oregon Fish and Wildlife Commission has adopted regulations applicable to the harvest and protection of clams, including setting of harvest seasons.
6. The Siletz Tribe and the State desire clarity regarding regulation of Tribal Member Clam harvest and to address how the parties will share information and work together regarding utilization and protection of the clam resource.

NOW, THEREFORE, the Siletz Tribe and the State agree as follows:

## AGREEMENT

### 1. Scope.

a. The terms of this MOU apply only to the gathering of Clams (hereafter, "Clams" refers to: Razor Clams, Bay Clams (Butter, Littleneck, Cockle, Gaper), Softshells and Purple Varnish Clams); and

b. The Siletz Tribe and the State do not intend this MOU to address any assertion of Tribal rights outside Lincoln County or the State's authority to regulate tribal harvest of Clams in areas closed for conservation purposes or management purposes, including marine reserves, marine gardens and marine protected areas. Therefore, the terms of this MOU do not apply to those areas, and execution of this MOU does not constitute a concession of policy or legal authority on those issues by either party.

2. Season. Tribal Members may gather Clams pursuant to this MOU during any times that State law authorizes non-commercial Clam harvest that includes Lincoln County.

3. Gathering. Tribal Members may gather Clams so long as:

a. Harvest with No Waste. Tribal Members harvest Clams for non-commercial purposes with no waste, pursuant to Siletz Tribal Code §§ 7.001 *et seq.*, and no harvest for commercial purposes occurs.

b. License. While gathering clams, Tribal Members have in their possession their Tribal Gathering License.

c. Gear. Tribal Members use their hands or hand tools when gathering Clams, and gathering must be consistent with the requirements of Siletz Tribal Code § 7.030(1)(A) (as amended 6/20/13).

d. Inspection. Tribal Members allow ODFW employees or peace officers the opportunity to inspect Tribal Gathering License, gear and catch upon request.

4. Permit. Upon entering this MOU, the State will annually issue a Special Gathering Permit for Clams to the Siletz Tribe. If either party terminates this MOU, the current Special Gathering Permit for Clams will terminate.

5. Research and Data Gathering and Sharing.

a. Research. The Siletz Tribe and the State will jointly seek and pursue opportunities to conduct scientific research related to management of Clam populations, including their health and habitat.

b. Harvest and Other Data Sharing. Annually, the Siletz Tribe will provide to the State its records concerning Clam harvest, and the State will provide to the Siletz Tribe its records concerning Clam harvest. Information regarding Clam management, health and habitat may also be shared.

c. Protection and Enhancement. The Siletz Tribe and the State will cooperatively develop research projects and opportunities to better understand and protect the clam resource from degradation and to improve and enhance this resource. The parties may use the annual meeting pursuant to paragraph 6 of this MOU to evaluate and prioritize projects for this purpose, and the available resources that can be directed to these purposes.

6. Annual meeting.

a. The Siletz Tribe and the State will meet annually to discuss issues related to harvest and protection of Clams, including the setting of seasons. The State will take into account the Tribe's input when it sets the clam harvest seasons, size limits and bag limits for the following year.

b. The Siletz Tribe and the State will also review, discuss and potentially modify the terms of this MOU. In considering whether modifications are appropriate, both parties will prioritize the goal of sustainable harvest of Clams.

c. The Siletz Tribe will annually provide the State a copy of any changes in the Tribe's Hunting and Fishing ordinance or other tribal rules or regulations affecting harvest of Clams, and the State will notify the Siletz Tribe of any changes to rules affecting management of Clams in Lincoln County.

7. Third Party Rights. This MOU is exclusively for the benefit of and governs only the respective authorities and relations between the Siletz Tribe and the State, and does not create, grant, confer or diminish any rights whatsoever as to any third party, person or entity.

8. Effective Date. This MOU shall become effective when the State and the Siletz Tribe have adopted the necessary rules and resolutions, and both parties have executed the MOU, and the Bureau of Indian Affairs has executed the acknowledgment of Recital 3.

9. Tribal and State Contacts.

Oregon Department of Fish and Wildlife  
Marine Resources Program Manager  
2040 SE Marine Science Drive  
Newport, Oregon 97365  
(541) 867-4741

General Manager-Siletz Tribe  
201 SE Swan Avenue  
P.O. Box 549  
Siletz, OR 97380  
(541) 444-2532

Director of Natural Resources  
201 SE Swan Avenue  
P.O. Box 549  
Siletz, OR 97380  
(541) 444-2532

10. Termination.

a. This MOU can be terminated in writing by mutual consent of the Siletz Tribe and the State.

b. Either party may terminate this MOU for any reason. If the parties do not agree to jointly terminate the MOU, the party that is initiating the termination shall serve written notice by its Chairman to the other party. The written notice will be copied to the contacts listed in paragraph 9 herein. The State and the Siletz Tribe shall thereafter meet within 60-days in an effort to resolve the dispute. In the event the dispute is not resolved after meeting, either party may terminate this MOU by sending written notice to the other party. The Siletz Tribe and the State reserve the right to request the participation of the United States in proceedings to resolve a dispute.

---

**Bobby Levy**  
**Oregon Fish and Wildlife Commission, Chair**

---

**Delores Pigsley, Tribal Chairman**  
**Siletz Tribe**

**In acknowledgement of Recital 3 in this MOU,**

---

**Stanley M. Speaks, Regional Director**  
**Bureau of Indian Affairs**