



DIVISION 41

Columbia River System Treaty Indian Fisheries

OAR 635-041-0620

Grand Ronde Tribal Shellfish Licensing, Trask Unit

(1) Scope.

(a) The terms of this MOU apply only to the gathering of Shellfish (hereafter, "Shellfish" refers to the definition used by the Oregon Sport Fishing regulations) by Tribal Members.

(b) For purposes of this MOU, "Tribal Member" means any individual enrolled by the Confederated Tribes of the Grand Ronde Community of Oregon.

(2) Season and Species. Tribal Members may harvest any Shellfish species pursuant to this MOU during any times that State law authorizes non-commercial Shellfish harvest of that Shellfish species in the Location set forth in Section 3. Harvest limits shall be as specified in annual Oregon Sport Fishing Regulations.

(3) Location. The area included in this MOU is within, or in the ocean adjacent to, the following boundary:

Beginning at McMinnville; southwest on State Highway 18 to Salmon River; west on Salmon River to Pacific Ocean,; north on Pacific Ocean coastline to north shoreline at mouth of Tillamook Bay, defined here as the visible tip of the Tillamook North (Barview) Jetty; east on north shoreline of Tillamook Bay and the north shoreline of the Wilson River to State Highway 6 at Mills Bridge; northeast on Highway 6 to State Highway 8 near Gales Creek; southeast on Highway 8 to State Highway 47 at Forest Grove; south on Highway 47 to State Highway 99W; southwest on Highway 99W to McMinnville, point of beginning. The ocean adjacent to this area is defined as that area of the Marine Zone north of latitude 45.0434 N (an east/west line drawn through the southernmost rock in the area known as Three Rocks at the mouth of the Salmon River) and south of latitude 45.5705 N (an east/west line drawn through the visible tip of the Tillamook North Jetty).

(4) Gathering. Tribal Members may harvest Shellfish so long as:

(a) Harvest with No Waste/Non-commercial purpose. Tribal Members harvest Shellfish for non-commercial purposes with no waste, and no harvest for commercial purposes occurs.

(b) Permit. Upon entering this MOU, the State will annually issue a Special Gathering Permit (Permit) to Grand Ronde for Shellfish species. The annual State Special Gathering Permit will authorize the Tribe to issue permits or other documentation to eligible Tribal members that



Oregon Administrative Rules
Oregon Department of Fish and Wildlife

32 authorize Tribal members to gather Shellfish. The Tribe may attach additional conditions
33 provided that any such conditions are consistent with Oregon Sport Fishing Regulations.

34 (c) Gear. Tribal Members will use methods of take as outlined in the Oregon Sport Fishing
35 Regulations when gathering Shellfish, and gathering must be consistent with the requirements of
36 the Oregon Sport Fishing Regulations.

37 (d) Inspection. Tribal Members will allow Oregon Department of Fish and Wildlife
38 representatives and law enforcement officers the opportunity to inspect the applicable Tribal
39 enrollment card or license and Tribal-issued permit or other documentation; gear and catch,
40 upon request.

41 (5) License. The Permit conveys a State recreational shellfish license upon appropriately documented
42 Tribal members consistent with Section 4.

43 (6) Existing Rights. This MOU does not create, convey or imply any additional tribal legal or treaty
44 entitlement, nor does it modify any existing agreement, treaty, or court decree.

45 (7) Third Party Rights. This MOU is exclusively for the benefit of and governs only the respective
46 authorities and relationships between Grand Ronde and the State, and does not create, grant, confer
47 or diminish any rights whatsoever as to any third party, person, or entity.

48 (8) Effective Date. This MOU shall become effective when the State and Grand Ronde have adopted
49 the necessary rules and resolutions, and both parties have executed the MOU.

50 (9) Termination.

51 (a) This MOU can be terminated in writing by mutual consent of Grand Ronde and the State.

52 (b) Either party may terminate this MOU for any reason. If the parties do not agree to jointly
53 terminate the MOU, the party desiring termination shall deliver written notice of its intent to
54 terminate to the contact listed above. The parties shall thereafter meet within 60 days of the date
55 on the notice of intent to terminate in an effort to resolve the dispute. In the event the dispute is
56 not resolved after the meeting, or the parties fail to meet within 60 days of the date on the notice
57 of intent to terminate and do not jointly agree to a later meeting, either party may terminate this
58 MOU by sending written notice of termination to the other party.

59 (c) If either party terminates this MOU, the current Permit will terminate 30 days after the
60 effective date of termination.