

OFFICE OF THE SECRETARY OF STATE

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SECRETARY OF STATE

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DEPUTY SECRETARY OF STATE



ARCHIVES DIVISION

STEPHANIE CLARK
DIRECTOR

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NOTICE OF PROPOSED RULEMAKING
INCLUDING STATEMENT OF NEED & FISCAL IMPACT

CHAPTER 635
DEPARTMENT OF FISH AND WILDLIFE

FILED

04/21/2022 9:24 AM
ARCHIVES DIVISION
SECRETARY OF STATE

FILING CAPTION: Agreement for hunting, fishing, and trapping by the Coquille Indian Tribe and cooperative management.

LAST DAY AND TIME TO OFFER COMMENT TO AGENCY: 06/17/2022 5:00 PM

The Agency requests public comment on whether other options should be considered for achieving the rule's substantive goals while reducing negative economic impact of the rule on business.

CONTACT: Roxann Borisch

503-947-6314

roxann.b.borisch@odfw.oregon.gov

4034 Fairview Industrial Drive SE

Salem, OR 97302

Filed By:

Roxann Borisch

Rules Coordinator

HEARING(S)

Auxiliary aids for persons with disabilities are available upon advance request. Notify the contact listed above.

DATE: 06/17/2022

TIME: 8:00 AM - 5:00 PM

OFFICER: ODFW Commission

ADDRESS: Oregon Dept of Fish and Wildlife

4034 Fairview Industrial Dr SE

Salem, OR 97302

SPECIAL INSTRUCTIONS:

Because of the rapidly changing situation with COVID-19, all or portions of this hearing may be conducted electronically. Information will be posted on our website at <https://www.dfw.state.or.us/agency/commission/minutes/>

NEED FOR THE RULE(S)

The new rules are needed to advance the government-to-government relationship between the state of Oregon and the Coquille Indian Tribe. The agreement describes how the Tribe and its members will hunt, fish, trap, and gather species over which ODFW has management authority within a defined geographic area.

DOCUMENTS RELIED UPON, AND WHERE THEY ARE AVAILABLE

A copy of the rules and the other documents relied upon for this rulemaking are available from the Oregon Department of Fish and Wildlife, Wildlife Division, 4034 Fairview Industrial Drive SE, Salem, Oregon 97302-1142. Contact Roxie Borisch at 503-947-6314 or roxann.b.borisch@odfw.oregon.gov to view by appointment between the hours of 8:00 a.m. and 4:00 p.m., on normal working days, Monday through Friday.

STATEMENT IDENTIFYING HOW ADOPTION OF RULE(S) WILL AFFECT RACIAL EQUITY IN THIS STATE

The Department has solicited input from representatives of underrepresented communities likely to be affected on whether the proposed rule will have a fiscal impact on the community, the extent of the fiscal impact, and whether the

rules will have significant impact on underrepresented communities. For a complete list of persons the department has invited to provide pre-notice comments please contact Roxie Borisch, Rules Coordinator, Roxann.B.Borisch@odfw.oregon.gov, phone 503-947-6314.

FISCAL AND ECONOMIC IMPACT:

Fiscal and economic impacts discussed below pertain to the proposed rules at the time of the writing of this FIS.

COST OF COMPLIANCE:

(1) Identify any state agencies, units of local government, and members of the public likely to be economically affected by the rule(s). (2) Effect on Small Businesses: (a) Estimate the number and type of small businesses subject to the rule(s); (b) Describe the expected reporting, recordkeeping and administrative activities and cost required to comply with the rule(s); (c) Estimate the cost of professional services, equipment supplies, labor and increased administration required to comply with the rule(s).

(1) Identify any state agencies, units of local government, and members of the public likely to be economically affected by the rule(s).

The proposed rules will affect state agencies, units of local government, and the public, respectively, as discussed below:

A. The state agencies that could be affected by these rules are the Oregon Department of Fish and Wildlife (ODFW) and Oregon State Police (OSP). Under this rule, OSP will need to understand licensing issued by the Tribe consistent with this agreement and evaluate tribal licenses when encountering tribal members while in the field in the specified area. This process would be conducted in a manner similar to that already used for current license requirements. Otherwise, there would be no change in enforcement conducted by OSP. Given that the agreement will functionally eliminate fees from tribal members choosing to hunt, fish, or trap under the agreement, there may be small reduction in sales of licenses, to the extent that members of the Coquille Indian Tribe who currently purchase a license from ODFW would no longer do so. While it is not possible to fully assess how much reduction in license sales may occur as a result of this agreement, the effects are believed to be very minimal relative to overall annual license revenues. Tribal members utilizing licenses issued by the Coquille Indian Tribe under this agreement will only be allowed to harvest within specific geographic areas and would still be required to purchase a license to conduct any harvest in the remainder of the state. No significant changes from the current levels of the agency's staffing, expenditures, or revenues are expected as a result of this rule, but existing ODFW staff time will be affected by the increased level of coordination between ODFW staff and the Tribe's natural resources staff.

B. No units of local government would be affected by the proposed rule.

C. The public is likely to be minimally affected by the proposed rule. Members of the Coquille Indian Tribe will benefit by not purchasing a license for hunting, fishing, and trapping activities conducted within the specified area and the Tribe will benefit by being able to authorize hunting, fishing, and trapping consistent with tribal values within annual harvest limits and areas set by mutual consent between the tribe and ODFW staff. It is not anticipated that overall fishing and hunting activities by tribal members will increase as a result of this rule, but it is possible that small reductions in opportunities for the general public to take a few species with limited population sizes may be created to accommodate tribal activities. Businesses that provide goods and services to hunters and anglers in the specified area are not

expected to be impacted by the rule.

(2) Effect on Small Businesses: (a) Estimate the number and type of small businesses subject to the rule(s); Licenses issued by the Coquille Indian Tribe will not be for commercial use. Additional compliance costs to small businesses are not expected. The impact to the small businesses is expected to be insignificant, it is unlikely that businesses catering to sportspeople would experience any significant revenue losses resulting from this rule.

(b) Describe the expected reporting, recordkeeping and administrative activities and cost required to comply with the rule(s);

No additional costs anticipated.

(c) Estimate the cost of professional services, equipment supplies, labor and increased administration required to comply with the rule(s).

No additional costs anticipated.

DESCRIBE HOW SMALL BUSINESSES WERE INVOLVED IN THE DEVELOPMENT OF THESE RULE(S):

Not applicable to this notice.

WAS AN ADMINISTRATIVE RULE ADVISORY COMMITTEE CONSULTED? NO IF NOT, WHY NOT?

An Administrative Rules Advisory Committee was not consulted. The rules are believed to be fully compatible with legislative direction on the goals of wildlife management in Oregon.

ADOPT: 635-800-0100

RULE SUMMARY: Agreement sets out the framework for cooperative management of fish and wildlife populations between the Oregon Department of Fish and Wildlife and the Coquille Indian Tribe within a defined geographic area. It also establishes a procedure for harvest of fish and wildlife within the specified geographic area by the Tribe's members, established in an annual process with ODFW and based upon scientifically established and projected numbers for each resource.

CHANGES TO RULE:

635-800-0100

Memorandum of Agreement with the Coquille Indian Tribe

(1) Members of the Coquille Indian Tribe are authorized to take species over which Oregon Department of Fish and Wildlife (Department) has management authority under the terms and conditions of the Memorandum of Agreement between the Coquille Indian Tribe and the State of Oregon by and through the Department and within the geographic scope of that Agreement, entered into by both parties in 2022, incorporated herein by reference.¶

(2) The Coquille Indian Tribe and the Department will coordinate the use of their respective authorities, expertise and influence as regulatory or voluntary opportunities are presented to protect, enhance and restore fish and wildlife habitat under the terms and conditions of the above referenced Memorandum of Agreement and within the geographic scope of that Agreement.¶

(3) No additional tribal legal or treaty entitlement is created, conveyed, implied or diminished, nor is any existing agreement, treaty or court decree modified by the adoption of these rules or the above referenced Memorandum

of Agreement.

Statutory/Other Authority: ORS 190.110, 496.138, 496.146, 496.162

Statutes/Other Implemented: 496.146, 496.162, 496.012, 506.109

RULE ATTACHMENTS DO NOT SHOW CHANGES. PLEASE CONTACT AGENCY REGARDING CHANGES.

**MEMORANDUM OF AGREEMENT TO DEFINE EXERCISE OF
HUNTING, FISHING, TRAPPING AND GATHERING BY THE
COQUILLE INDIAN TRIBE AND ITS MEMBERS AND
FOR COOPERATIVE MANAGEMENT OF NATURAL RESOURCES**

Between

The Coquille Indian Tribe

And

The State of Oregon, through the Oregon Department of Fish and Wildlife

RECITALS

Whereas, the State of Oregon and the Coquille Indian Tribe are sovereign entities that desire to continue and advance their Government-to-Government relationship;

Whereas, the wildlife resources of the state of Oregon are foundational to the culture and society of Oregon and Oregonians;

Whereas, the Oregon Department of Fish and Wildlife (ODFW), pursuant to ORS 496.012 and ORS 496.146, has the legal obligation and authority to manage wildlife for the benefit of its present and future citizens;

Whereas, the mission of the ODFW is to protect and enhance Oregon's fish and wildlife and their habitats for use and enjoyment by present and future generations;

Whereas the Constitution of the Coquille Indian Tribe dedicates the Tribe to the preservation of Coquille Indian Culture and Tribal Identity, to the promotion of social and economic welfare of Coquille Indians, and to the enhancement of our common resources;

Whereas the Constitution of the Coquille Indian Tribe guarantees to tribal members the right to exercise tribal fishing, hunting, and gathering rights to the fullest extent possible under the law;

Whereas, the tribes and bands comprising the Coquille Indian Tribe have resided in southern Oregon since time immemorial, and its aboriginal territory and area of modern interest is an extensive range of southern Oregon;

Whereas, the Coquille Indians have used the fish, wildlife, and plant resources throughout the full extent of their traditional territory since time immemorial, and those resources have been essential to and have provided the foundation for the Coquille Indian Tribe's sustenance, commercial livelihood, culture, and spiritual life;

Whereas, the Coquille Indian Tribe has traditionally and historically engaged in various forms of commerce with tribal and non-tribal people with fish and wildlife being an important subject of exchange;

Whereas, when Congress created the Oregon Territory in 1848 it provided that "nothing in this Act contained shall be construed to impair the rights of person or property now pertaining to the Indians in said Territory, so long as such rights shall remain unextinguished by treaty";

Whereas, the tribes and bands comprising the Coquille Indian Tribe executed a treaty with the United States in 1851 that ceded Coquille lands, guaranteed the United States' protection of the Coquille Indians, and reserved to the Indians the right to sustain themselves by fishing, hunting, and gathering throughout their territory as they always had;

Whereas, the tribes and bands comprising the Coquille Indian Tribe executed a treaty with the United States in 1855 that ceded additional Coquille lands and provided for a separate Indian reservation apart from the violence of settlers and miners, with federal negotiators again promising the Coquille Indians that they would be free to fish, hunt, and gather;

Whereas, President Pierce's Executive Order on November 9, 1855, established the Oregon Coast Reservation, and the United States thereafter sought to relocate and to forcibly remove the Coquille Indians to the reservation;

Whereas, many Coquille Indians resisted these injustices, and chose not to relocate, and avoided removal or subsequently returned from the reservation to their aboriginal homeland, where they continued to sustain themselves through fishing, hunting, and gathering, and to exercise the sovereign right of self-government as a cohesive Tribe;

Whereas, the Coquille Indian Tribe has refused to assimilate, to accept governmental efforts to terminate and erase its history, culture, and identity as a Tribe, or to surrender or compromise its right to fish, hunt, and gather through any agreement or proceeding;

Whereas, Congress confirmed the Coquille Indian Tribe's status as federally recognized tribe and the United States' trust responsibility in the Coquille Indian Tribe Restoration Act (Public Law 101-42), which the Coquille Indian Tribe asserts preserves the Tribe's right by providing that "Nothing in this Act shall expand, reduce, or affect in any manner any hunting, fishing, trapping, gathering, or water right of the Tribe and its Members";

Whereas, the Coquille Indian Tribe asserts it has an inherent sovereign interest in the harvest and regulation of harvest of natural resources within territory ceded by treaties it executed, or based upon aboriginal title, and also within traditional harvest areas used by the Tribes beyond said ceded areas. In addition, the Tribe asserts an interest in fish and wildlife management and under its treaties, statutes, Executive Orders, aboriginal rights, and other federal authority;

Whereas, ODFW and the Coquille Indian Tribe have a shared interest in how the lands and waters of Oregon are managed to support robust fish and wildlife populations;

Whereas, abundant and accessible habitat is the foundation for sustainable fish and wildlife populations;

Whereas, challenges for maintaining robust and sustainable native fish and wildlife populations are increasingly complex and interrelated. These challenges primarily influence fish and wildlife populations through the quality, quantity, and/or accessibility of available habitat; and

Whereas, fish and wildlife habitat will be increasingly impacted by changing land and water use, climate, water quality and quantity, and other anthropogenic issues as Oregon's human population and development needs grow.

NOW THEREFORE, the Parties agree that:

AGREEMENT

1. **Authority**

This Agreement for hunting, fishing, trapping and gathering to be exercised by the Coquille Indian Tribe (the Tribe), a federally recognized Indian tribe, and its members, and for cooperative management of natural resources between the Tribe and the State of Oregon, is entered into between the Tribe and the State of Oregon by and through the Oregon Department of Fish and Wildlife (ODFW).

- a. ODFW has authority to enter into this Agreement pursuant to ORS 190.110 and ORS 496.146(11).
- b. The Coquille Tribe has authority to enter into this Agreement pursuant to the Constitution of the Coquille Indian Tribe, CITC Chapter 190 (Tribal Government Relations Ordinance) and Coquille Indian Tribal Council Resolution CY_____.

2. **Overview of Agreement**

The intent of this Agreement between ODFW and the Tribe (which may be referred to in this agreement individually as a “Party” and collectively as the “Parties”) is to describe how the Tribe and its members will hunt, fish, trap, and gather species over which ODFW has management authority within defined geographic areas.

This Agreement between the Parties sets out the framework for cooperative management of fish and wildlife populations between the Parties within the geographic scope of this agreement. It also establishes a procedure for harvest of fish and wildlife within specified geographic area(s) by the Tribe’s members, established in a process agreed to with ODFW and based upon scientifically established and projected numbers for each resource.

This Agreement does not define the specific extent of such rights possessed by the Coquille Indian Tribe, nor the specific amount or number of fish and wildlife resources that may be harvested by the Tribe’s members at any particular time. Instead, this Agreement provides agreed-upon standards for

the Tribe to exercise such harvest rights and to determine tribal harvest levels in cooperation with ODFW.

This Agreement also sets out a framework for coordination of enhancement and management of the habitat, watershed, ecosystem and other resources that influence fish and wildlife populations over time.

3. **Tribal Harvest of Natural Resources**

- a. **Wildlife Covered by Agreement.** The Coquille Indian Tribe's hunting, fishing, trapping and gathering exercised under this Agreement covers all animal species managed and regulated by ODFW. "Hunting" and "Trapping" covers all mammalian and avian species managed by ODFW. "Fishing" includes all finfish, lamprey, shellfish, crustaceans, and other aquatic animals managed by ODFW. The Parties understand that harvest of animals, plants and other resources not managed by ODFW may be harvested or gathered for ceremonial or subsistence use by the Tribe pursuant to its own ordinances, regulations, and policies and under the authority of any relevant regulatory entity.
- b. **Developing Annual or Seasonal Harvest Areas and Limits.** The limits and areas of the Tribe's ceremonial and subsistence harvest will be set annually or seasonally by mutual agreement of the Parties based on the best available scientific data of estimated availability, escapement goals, tribal needs, and conservation necessity. The Tribe will initiate annual or seasonal harvest agreement negotiations by providing ODFW with a written proposal for species, areas, and numbers it desires to harvest for ceremonial and subsistence purposes. The Parties will voluntarily and fully share all biological or technical data, analyses, and information of any nature each possesses relevant to evaluate the Tribe's annual or seasonal harvest proposal. The Parties shall meet as often as necessary to discuss and negotiate such annual or seasonal tribal harvest numbers.

Any disagreement regarding tribal ceremonial or subsistence requests will be resolved pursuant to the dispute resolution provisions of this Agreement. Upon reaching agreement on the limits and areas of the Tribe's ceremonial and subsistence harvest pursuant to this section, ODFW will issue the Tribe

an annual implementing permit consistent with this Agreement, which is incorporated into the tribally-issued licenses and tags that authorize tribal harvest of fish and wildlife.

- c. **Tribal Regulation of Agreed Harvests.** After mutual agreement on harvest numbers and Wildlife Management Units of harvest, the method and time of such ceremonial or subsistence harvest shall be subject to the exclusive decision and regulation of the Tribe, subject to any documented conservation necessity concerns. Any such ceremonial and subsistence harvest shall be authorized by tribal permit or license. Method of harvest shall be subject exclusively to tribal decision.
- d. **Tribal Regulation of Harvest Consistent with Certain Oregon Revised Statutes.** The Tribe agrees to adopt harvest regulations consistent with the Oregon Revised Statutes identified in Attachment A.
- e. **Ceremonial and Subsistence Harvest Only**
This Agreement is limited to ceremonial and subsistence harvest of fish and wildlife by enrolled members of the Coquille Indian Tribe within the geographic area included under this Agreement. Commercial harvest by the Tribe or tribal members is not permitted or authorized under this Agreement.

Enrolled tribal members may exchange (gift, trade, or barter) wildlife or wildlife parts lawfully harvested for ceremonial or subsistence purposes with enrolled members of the Coquille Indian Tribe or other federally recognized Indian Tribes. All other commercial activity must be consistent with Oregon Revised Statute and Oregon Administrative Rule.
- f. **Potential Future Commercial Harvest.** The Parties agree to limit this Agreement to ceremonial and subsistence harvest. If the Coquille Indian Tribe presents ODFW with a proposal for harvesting wildlife resources primarily for commercial use, ODFW will consider the proposal for consistency with applicable state and federal law, the ability of the fish or wildlife resource to sustain the proposed commercial harvest consistent with its biological requirements and conservation necessity, and the factors of the Wildlife Policy in ORS 496.012. This Agreement may be amended in the future to incorporate such a proposal if it is accepted by ODFW.

- g. **Tribal Licensing and Tagging.** Licensing and tagging for all harvest activities authorized and permitted under this Agreement shall be subject to tribal regulation and management. In order to aid the Parties' mutual goal of avoiding enforcement confusion, tribal members hunting pursuant to this Agreement will carry tribal identification and tribally-authorized hunting tags showing that the Tribe has authorized hunting of that species and will present the same to law enforcement officers, peace officers, and ODFW personnel upon request.

4. Cooperative Management of Natural Resources between ODFW and Coquille Indian Tribe

a. **Definition of Cooperative Management of Natural Resources.**

Cooperative Management of Natural Resources is defined as a collaborative effort established through a voluntary agreement in which two or more sovereigns mutually negotiate, define, and allocate amongst themselves management functions and responsibilities for a given territory, area, or set of natural resources. This cooperative management authority may be non-exclusive between the Parties and relative management responsibilities shall take into account the resources that will be committed by each Party.

The Parties will coordinate the use of their respective authorities, expertise, and influence as regulatory or voluntary opportunities are presented to protect, enhance, and restore fish and wildlife habitat in the geographic scope of this Agreement.

b. **Annual State and Tribal Cooperative Management Meetings.**

ODFW and Tribal natural resource managers shall meet on an annual basis to discuss management activities within the geographic area established under this Agreement for the upcoming calendar year or years.

“Management activities” includes harvest management as well as watershed and habitat protection, restoration, enhancement actions, non-lethal and lethal removal of species preying upon species of management concern, and other management activities that the Parties will seek across the geographic area.

Nothing in this Agreement shall alter or modify ODFW's responsibility and authority to manage the State's resources pursuant to Oregon law. The sole effect of this Section 4 is that ODFW agrees to coordinate with the Tribe and accept cooperative tribal management of defined activities and resources within the defined area that will enhance and add to ODFW's management activities involving fish and wildlife resources.

The Parties agree to coordinate their management activities within the defined area to achieve the best results for fish and wildlife resources in that area.

If the annual cooperative management meeting is not held, for any reason, the rights, and obligations of the Parties under this Agreement are unaffected.

c. **Coordination of Funding.**

The Parties will coordinate applying for, seeking, and obtaining third party funding through grants, appropriations, or other means to enhance financial resources available to carry out resource management activities, including but not limited to applying for funding as an intergovernmental partnership. This provision does not prohibit each Party from also applying for such funding on its own.

d. **Mutual Commitment to Affirmative Support and Implementation.**

The Parties intend to implement this Agreement in a cooperative and positive manner. The Parties intend to assist each other affirmatively and proactively in the implementation of this Agreement and to exchange all necessary and relevant information and documentation need to fully carry out and implement this Agreement at any and all times that this Agreement remains in force. The Parties will annually share data and information related to the harvest of natural resources under this agreement, as well as data and information regarding management, population health, and habitat conditions.

5. Geographic Scope of Agreement

a. General Principles.

This Agreement is limited to the geographic area described in 5(b), including but not limited to discrete watersheds, habitats or ecosystems, or ODFW Wildlife Management Units within the boundaries of Oregon where the Coquille Indian Tribe has a modern, historic or ancestral interest.

b. Geographic Area.

The geographic area covered by this Agreement shall be the lands and waters in ODFW Wildlife Management Units 15 (Willamette, that portion within Lane County), 18 (Alsea, that portion within Lane County), 19 (McKenzie, that portion within Lane County), 20, (Siuslaw, that portion in Lane and Douglas Counties), 21 (Indigo), 22, (Dixon), 23, (Melrose), 24 (Tioga), 25 (Sixes), 26 (Powers, excluding that portion in Josephine County), 27 (Chetco, excluding that portion in Josephine County), 28 (Applegate, excluding that portion in Josephine County), 29, (Evans Creek, excluding that portion in Josephine County), and 30 (Rogue, that portion within Jackson County).

This geographic area roughly corresponds with the existing Coquille Indian Tribe Five County area, wherein the United States Congress recognized a need for the Tribe to establish a reservation and provide for the holistic needs of its members.

The geographic area is depicted on the map attached to this Agreement as Attachment B. The geographic area includes, where applicable, the adjacent territorial sea claimed by Oregon.

c. Private Lands.

The Tribe agrees that harvest activities on privately owned lands within the geographic scope described in 5(b) above is permitted only with permission of the owner of those private lands.

d. Publicly Owned and Managed Lands or Waters

The Parties understand that there are lands and waters within the geographic scope of 5(b) that are owned or managed by ODFW, or by other state or

federal agencies or local governments, and that are closed to harvest or subject to other regulatory constraints on harvest related activities. The Coquille Indian Tribe agrees that it will adopt tribal regulations consistent with these harvest closures and other regulatory constraints on harvest related activities, unless the land owning or managing entity specifically agrees to the inconsistency.

The ODFW owned or managed lands and waters that are closed to harvest or subject to other regulatory constraints on harvest related activities, and references to statutory or administrative regulations for each, are identified in Attachment C. The Parties agree that the Tribe may request access and opportunity for their members, or changes to other aspects of the regulations, for hunting, fishing, or trapping activities on any of these lands and waters that deviate from currently applicable regulation through the Tribe's annual harvest proposal. ODFW commits to consider such proposals with the goal of providing the requested access and opportunity while preserving the conservation, management and safety objectives of the regulations applicable to the area(s).

6. Dispute Resolution

a. Dispute Resolution Principles.

The Parties enter into this Agreement to enhance government-to-government relations, to increase and coordinate resources for the benefit of all citizens of the State of Oregon and Coquille Indian Tribal members, and to avoid litigation about the nature and extent of the Tribe's treaty rights or other inherent or sovereign legal rights to hunt, fish, trap or gather specified natural resources within the geographic areas covered under this Agreement. Any disputes that arise under this Agreement regarding: (i) cooperative management, (ii) the Tribe's exercise of agreed-to hunting, fishing, trapping or gathering rights within any specific geographic area, (iii) the agreed-to extent of the Tribe's subsistence or ceremonial harvest in general or in any particular year or area, shall be resolved pursuant to this section.

b. Mediation.

Where possible, disputes under this Agreement shall be resolved pursuant to mediation, with the mediator or mediators selected jointly by the Parties. If possible, the Parties will agree to a mediator or mediation firm in advance, so any mediation under this Agreement can be initiated in timely fashion. Any such agreement can be revisited by the Parties at any appropriate time, and a replacement mediator appointed. Any such mediation shall be governed by mediation standards followed by or acceptable to the State of Oregon. Any such mediation shall seek to reach conclusion within 90 days.

c. Governing Law.

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

d. Designation of Forum and Consent to Jurisdiction.

Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the foregoing, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity. This section is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

e. Limited Waiver of Sovereign Immunity.

The Parties agree to a limited waiver of sovereign immunity only for purposes of this Agreement, and only for the benefit of the other Party. This limited waiver of sovereign immunity confers no rights or benefits on any third party. This waiver is limited to nonmonetary declaratory and

nonmonetary injunctive relief and does not authorize any award for punitive or indirect or any other form of damages.

- i. **State Waiver of Sovereign Immunity.** The Oregon legislature has waived the State's sovereign immunity to suit in State court as provided in ORS 30.320. The Parties agree that this Agreement is a contract within the scope of ORS 30.320.
- ii. **Limited Tribal Waiver of Sovereign Immunity.** THIS WAIVER OF THE SOVEREIGN IMMUNITY OF THE TRIBE FROM SUIT OR ACTION IS ADOPTED PURSUANT TO THE COQUILLE INDIAN TRIBAL CODE 190.170 (WAIVER OF SOVEREIGN IMMUNITY) AND SHALL BE STRICTLY CONSTRUED AND LIMITED TO ITS SPECIFIC TERMS AND THE SPECIFIC WAIVER GRANTED. The Tribe hereby waives its immunity to suit in State court for the limited purpose of enforcing this Agreement according to the terms of Section 6 of this Agreement. A copy of the resolution approving the waiver of sovereign immunity in this Agreement by the Coquille Indian Tribe Tribal Council shall be provided to ODFW within 30 days of execution of this Agreement by the Tribe.

f. Exclusion.

Nothing in this Agreement shall be construed to diminish, waive, limit or otherwise affect ancestral, aboriginal, treaty, statutory, equitable or other rights of the Tribe. Nothing in this Agreement shall prohibit the Coquille Indian Tribe from litigating or determining its legal rights under any treaty, Executive Order, federal statute or any other source of legal authority in any appropriate independent legal action, in an appropriate forum, at any time. If such litigation or determination takes place, the final results of any such litigation or determination shall be incorporated into this Agreement.

7. Notices

Notices shall be sent to the following contact offices and persons under this Agreement:

For the State:
Curt Melcher
Director, Oregon Department
of Fish and Wildlife
4034 Fairview Industrial Dr.
SE
Salem, OR 97302

For the Tribe:
Brenda Meade
Chairman, The Coquille Indian
Tribe
3050 Tremont St.
North Bend, OR 97459

8. Miscellaneous

The United States of America is not a party to this Agreement, and its interests or rights are not involved or affected by this Agreement.

9. Tribal Member Harvest Rights Under State Law Not Affected

Nothing herein shall waive or otherwise limit the rights of any tribal member to engage in wildlife harvest activities pursuant to state or other applicable law.

10. Prosecution Referral Agreement

The Parties understand that tribal members engaged in harvest related activities under this Agreement may be cited by either state or Tribal enforcement authorities for alleged violations of state or tribal law. The goal of the Parties is that members of the Tribe be subject primarily to Tribal prosecution authority. Therefore, ODFW commits to working with the Tribe to seek to secure: (1) referral agreements with the District Attorneys in the counties within the geographic scope of the Agreement whereby alleged violations in their jurisdiction are referred to the Tribe for review and potential prosecution, and: (2) to work with state and tribal enforcement authorities, including the Oregon State Police, to attempt to establish an enforcement coordination mechanism whereby tribal members allegedly violating state or tribal wildlife laws of the state or Coquille Indian Tribe are summoned initially to Coquille Tribal Court.

11. Equity In Cooperative Management Agreements

The Parties understand that ODFW may enter into cooperative management agreements with other federally recognized tribes that address issues or matters similar to those addressed herein. In the event that any other such ODFW/Tribal cooperative management agreement includes terms that the

Coquille Indian Tribe believes are more favorable than those initially agreed to herein, the Parties agree that this Agreement may be renegotiated at the request of the Coquille Indian Tribe to include any such terms.

12. Term

The Parties intention upon entering this Agreement is that it is perpetual. So long as this Agreement remains effective, the Parties agree to review and confirm its terms on every fifth anniversary after its execution.

13. Effective Date

This Agreement shall become effective when both the Oregon Fish and Wildlife Commission and the Coquille Indian Tribe have adopted the necessary implementing rules and resolutions, and all Parties have executed the Agreement, and shall remain so as long as both the implementing rules and resolutions remain effective. At least 90 days prior to any party repealing their respective implementing rules or resolutions, that party shall serve written notice to the other party's contact listed in paragraph 7 above.

14. Amendments/Termination.

This Agreement can be amended or terminated in writing by mutual consent of the Parties.

15. Available Funding and Continued Authority

ODFW's obligation to perform its duties under this Agreement is conditioned upon the continuation of ODFW's authority to enter and maintain this Agreement, and upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of ODFW. The scope permissible of cooperative management activities under this Agreement shall conform to any expansion of ODFW authority.

Signatures:

Coquille Tribe:

Oregon Department of Fish and Wildlife:

DRAFT

Attachment A - Statutory Hunting and Trapping Restrictions

498.056 Aiming rifle from moving motor vehicle prohibited. No person who is the occupant of a motor vehicle that is moving on a road open to the public shall aim a rifle or other firearm from the motor vehicle at a time when the hunting of wildlife is lawful.

498.102 Use of dogs to hunt or track game mammals or birds. (1) Any dog that is not wearing a collar with a license number thereon in compliance with ORS 609.100 that is found unlawfully hunting, running or tracking any game mammal or game bird may be killed at such time by any person authorized to enforce the wildlife laws.

(2) If a dog that is found unlawfully hunting, running or tracking any game mammal or game bird is wearing a collar with a license number thereon in compliance with ORS 609.100, the owner of the dog shall be notified by any person authorized to enforce the wildlife laws. If the owner or reputed owner of the dog disclaims ownership of the dog, the dog may be killed at such time by a person authorized to enforce the wildlife laws.

(3) If the owner of a dog has been notified that the dog has been found unlawfully hunting, running or tracking game mammals or game birds and thereafter fails to prevent the dog from unlawfully hunting, running or tracking game mammals or game birds, such dog may be killed by any person authorized to enforce the wildlife laws.

(4) No person shall permit any dog the person owns to unlawfully hunt, run or track any game mammal or game bird.

498.126 Hunting or assisting others to hunt or locate game animals or birds by aircraft prohibited; exemption; rules. (1) A person may not:

(a) Hunt game mammals or game birds from or with the aid of an aircraft.

(b) Transmit from an aircraft to a person not in the aircraft information regarding the location of any game mammals or game birds.

(c) Otherwise use an aircraft to assist another person in hunting or locating game mammals or game birds for the purpose of hunting.

(2) A person may not hunt any game mammal within eight hours after having been transported by aircraft to or from any place other than a recognized airport that the Oregon Department of Aviation has licensed as a public use airport, registered as a personal use airport or specifically exempted from licensing or registration.

(3) Every pilot shall maintain a log book that shows the names and addresses of record of the persons transported, point of departure, point of destination, time and date of each flight that the pilot makes in an aircraft within this state to transport a person to or from any place to hunt. The log book is subject to inspection by any person authorized to enforce the wildlife laws.

(4)(a) Notwithstanding subsections (1) to (3) of this section, and except as provided in subsection (5) of this section, the State Department of Fish and Wildlife, or its agents, may conduct wildlife management activities necessary for scientific research or, in emergency situations, to protect human safety, wildlife species or property by:

(A) Hunting game mammals or game birds from or with the aid of an aircraft; or

(B) Transmitting from an aircraft information regarding the location of any game mammal or game bird.

(b) The State Fish and Wildlife Commission shall define by rule the terms “emergency situations” and “necessary” for purposes of implementation of this section.

(5) If the definition of “game mammal” in ORS 496.004 is modified to include wolves, then the department may conduct wolf management activities under this section only under a statewide wolf management plan adopted by the commission. [1973 c.723 §87; 1987 c.277 §1; 1989 c.448 §1; 1999 c.935 §30; 2003 c.566 §1; 2003 c.762 §1]

498.128 Use of drones for pursuit of wildlife prohibited; rules. (1) The State Fish and Wildlife Commission shall adopt rules prohibiting the use of drones for the following purposes related to the pursuit of wildlife:

- (a) Angling;
- (b) Hunting;
- (c) Trapping;
- (d) Aiding angling, hunting or trapping through the use of drones to harass, track, locate or scout wildlife; and
- (e) Interfering in the acts of a person who is lawfully angling, hunting or trapping.

(2) Rules adopted to carry out the prohibitions provided for in this section may include exemptions for:

(a) Subject to ORS 837.360, the State Department of Fish and Wildlife and the department’s agents and contractors for the use of drones in carrying out the duties of the department; or

(b) The use of drones in a manner otherwise prohibited under this section if the purpose of the use is to benefit wildlife management or habitat or for the protection of property.

(3) Nothing in this section is meant to limit the use of drones by a person who is lawfully engaging in activities authorized under the commercial fishing laws.

(4) As used in this section, “drone” means:

(a) An unmanned flying machine;

(b) An unmanned water-based vehicle; or

(c) Any other vehicle that is able to operate in the air, in or under the water or on land, either remotely or autonomously, and without a human occupant.

498.136 Hunting from motor-propelled vehicle restricted; rules. (1) Except as provided in subsection (2) of this section, a person may not hunt wildlife from a motor-propelled vehicle.

(2) The State Fish and Wildlife Commission, by rule, may authorize hunting from a motor-propelled vehicle by a person with a disability or for the purpose of alleviating damage by wildlife to other resources.

(3)(a) Nothing in the wildlife laws, or rules adopted pursuant thereto, is intended to prohibit the companion of a person with a disability who is lawfully hunting from a motor-propelled vehicle from killing an animal wounded by the person and applying to the animal the tag issued to the person for the taking of the animal, even if the companion has already validated any tag required for the taking of such an animal.

(b) For purposes of this subsection, “companion” means a person who does not have a disability.

498.142 Hunting with artificial light restricted; rules. (1) Except as provided in subsection (2) of this section, no person shall hunt wildlife with the aid of any artificial light.

(2) The State Fish and Wildlife Commission, by rule, may authorize hunting with the aid of an artificial light for the purpose of taking raccoon, opossum or bobcat or to alleviate damage by wildlife to other resources.

498.146 Shining artificial light on game mammal, predatory animal or livestock while in or near motor vehicle and while in possession of weapon restricted. (1) No person shall cast from a motor vehicle or from within 500 feet of a motor vehicle an artificial light upon any game mammal, predatory animal or livestock while there is in the possession or in the immediate physical presence of the person a weapon with which the game mammal, predatory animal or livestock could be killed.

(2) Subsection (1) of this section does not apply to a person who casts artificial light upon a game mammal, predatory animal or livestock:

(a) From the headlights of a motor vehicle that is being operated on a road in the usual manner, if that person makes no attempt to kill the game mammal or livestock; or

(b) When the weapon that person has in the possession or immediate physical presence of the person is disassembled or stored, or in the trunk or storage compartment of a motor vehicle; or

(c) On land owned or lawfully occupied by that person; or

(d) On publicly owned land when that person has an agreement with the public body to use that property.

(3) As used in this section, “predatory animal” has the meaning for that term provided in ORS 610.002.

498.158 Hunting or trapping wildlife in certain governmental districts restricted. (1) Except as provided in ORS 448.305 and in subsection (2) of this section, no person shall hunt or trap any wildlife within the boundaries of any city, public park, cemetery or on any school lands.

(2) No hunting or trapping shall be allowed on any lands within the boundaries of any city, public park or on any school lands unless:

(a) The governing body or other agency that administers the affairs of the city, public park or school, after notice and hearing, authorizes such hunting or trapping by ordinance or resolution; and

(b) The State Fish and Wildlife Commission, after notice and hearing, determines that such hunting or trapping would not adversely affect public safety or unreasonably interfere with other authorized uses of such lands.

498.164 Use of dogs or bait to hunt black bears or cougars; prohibitions; exemptions; penalties. (1) Except as provided in subsections (2) and (3) of this section, a person may not use bait to attract or take black bears or use one or more dogs to hunt or pursue black bears or cougars.

(2) Nothing in subsection (1) of this section prohibits the use of bait or one or more dogs by employees or agents of county, state or federal agencies while acting in their official capacities.

(3) Nothing in subsection (1) of this section prohibits the use of bait or dogs by persons for the taking of black bears or cougars in accordance with the provisions of ORS 498.012 relating to taking wildlife that is causing damage.

(4) Any person who violates subsection (1) of this section commits a Class A misdemeanor and, upon conviction, shall in addition to appropriate criminal penalties have the person’s privilege to apply for any hunting license suspended for a period of five years for a first offense and permanently suspended for any subsequent offense.

(5) For the purposes of this section, “bait” means any material placed for the purpose of attracting or attempting to attract bears.

498.172 Trap check requirements. (1) A person holding a license issued under ORS 497.142 may not set a trap for fur-bearing mammals without checking the trap at least once during each 48-hour period.

(2) A person may not set a trap for a predatory animal, as defined in ORS 610.002, without checking the trap on a regular basis.

498.208 Use of electricity or foreign substances to take game fish prohibited; rules. (1) Except as the State Fish and Wildlife Commission by rule may provide otherwise, no person shall:

(a) Use in any body of water any electric current that may attract, frighten, retard, stun, kill or obstruct the movement of any game fish.

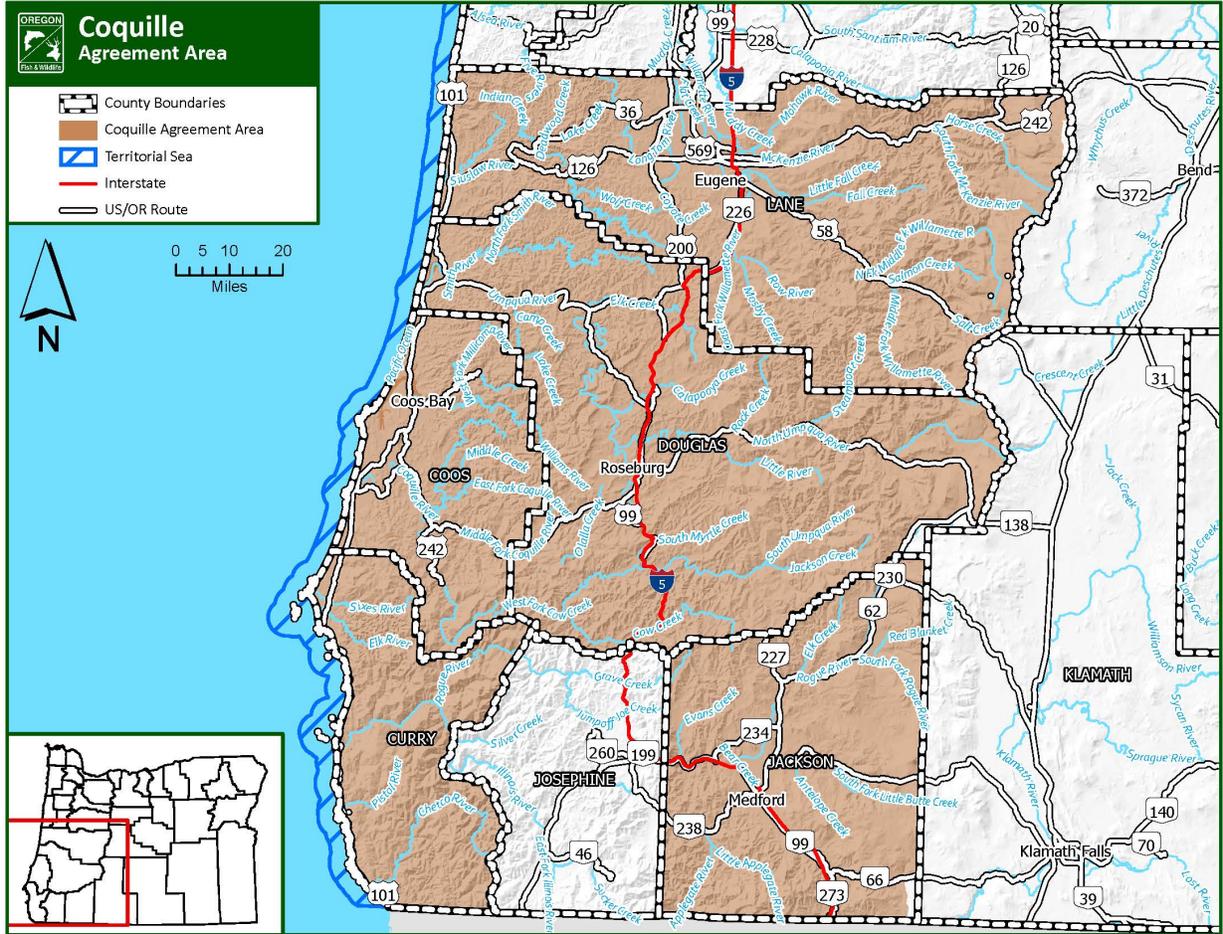
(b) Place in any body of water any foreign substance such as blood or fish offal or any gas, chemical, drug or powder that may attract, frighten, retard, stun, kill or obstruct the movement of any game fish.

(c) Use in any body of water any explosive device for the purpose of taking game fish.

(2) No person shall possess any game fish that the person knows or has reason to know was taken in violation of subsection (1) of this section.

498.216 Angling from fishways restricted; rules. Except as the State Fish and Wildlife Commission by rule may provide otherwise, no person shall trespass upon or angle from any fishway or angle within an area of a body of water bounded by a line extending across the body of water 200 feet above the upper end of a fishway and a line across the body of water 200 feet below the lower end of a fishway.

Attachment B – Geographic Scope of this Agreement



Attachment C - ODFW Owned and Managed Lands or Waters

This Appendix summarizes the ODFW owned or managed lands or waters within geographic scope of this agreement. It also captures the relevant OARs for those areas as of March 2022.

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Wildlife Management Areas

Ken Denman Wildlife Area (Jackson County) 635-008-0080

The Ken Denman (Denman) Wildlife Area is open to wildlife-oriented public use compatible with the goals and objectives contained in the 2006 (updated 2017) Ken Denman Wildlife Area Management Plan unless otherwise excluded or restricted by the following rules:

- (1) Open to the discharge of firearms only while hunting big game and game birds during authorized seasons.
- (2) No person shall possess or use any shot other than federally-approved nontoxic shot at any time, except for big game hunters using buckshot or slugs.
- (3) Use of rifles and handguns is prohibited at all times.
- (4) Camping is prohibited.
- (5) The wildlife area is closed to the public between 10 pm and 4 am.
- (6) Boats with gas propelled motors are prohibited.
- (7) The use of air guns, BB guns and paintball guns is prohibited.
- (8) Free daily hunting permits available at self-service check stations located at area access points are required, must be possessed at all times by users and must be completed and returned at the end of the day.
- (9) Trapping is prohibited.
- (10) ODFW Wildlife Area Parking Permit required.

Coquille Valley Wildlife Area (Coos County) 635-008-0068

The Coquille Valley Wildlife Area is open for wildlife-oriented public use compatible with the goals and objectives contained in the 2016 Coquille Valley Wildlife Area Management Plan (the “Plan”) unless otherwise excluded or restricted by the following rules. The Wildlife Area Goals and Objectives in the Plan are incorporated into this rule by reference.

- (1) Free daily Hunting/Access permits are required, must be possessed at all times by users and must be completed and returned at the end of the day. Consult annual Game Bird regulations for time and date restrictions and hunting requirements.

- (2) Discharging firearms is prohibited except as authorized during game bird and game mammal seasons.
- (3) No person shall possess or use any shot other than federally-approved nontoxic shot at any time, except for big game hunters using buckshot or slugs.
- (4) Discharge of firearms into, from or across Safety Zones is prohibited.
- (5) Posted Refuges are closed to public access except to retrieve lawfully taken wildlife during authorized hunting seasons.
- (6) Camping is prohibited.
- (7) Open fires are prohibited.
- (8) The wildlife area is closed to the public between 10 pm and 4 am.
- (9) Any vehicle found parked or unattended on the Wildlife Area between the hours of 10 pm and 4 am, or obstructing public or administrative access may be towed at the expense of the registered owner or owners.
- (10) Parking is allowed in designated areas only.
- (11) No boats with gas powered motors may be launched from the area.
- (12) Trapping is prohibited.

Fern Ridge Wildlife Area (Lane County) 635-008-0095

As the underlying landowner, the U.S. Army Corps of Engineers has adopted rules and regulations (CFR Title 36) that apply to all Fern Ridge project land and water areas. The Fern Ridge Wildlife Area is open to wildlife-oriented public use compatible with the goals and objectives contained in the 2009 (updated 2020) Fern Ridge Wildlife Area Management Plan unless otherwise excluded or restricted by the following rules:

- (1) Open to the discharge of firearms only while hunting big game and game birds during authorized seasons.
- (2) Discharging rifles and handguns is prohibited.
- (3) No person shall possess or use any shot other than federally-approved nontoxic shot at any time, except for big game hunters using buckshot or slugs.
- (4) The use of air guns, BB guns and paintball guns is prohibited.
- (5) Camping is prohibited except by access permit issued by ODFW.
- (6) Open fires are prohibited.
- (7) The wildlife area is closed to the public between 10 pm and 4 am.
- (8) Horses and horseback riding are prohibited.
- (9) Free daily hunting permits are required for hunting various wildlife area units, must be possessed at all times by users and must be completed and returned at the end of the day. Consult annual Game Bird regulations for check station locations, time and date restrictions, and hunting requirements.
- (10) Seasonal access restrictions may be in place to provide wildlife sanctuary. Consult annual Game Bird regulations and posted signage for dates and locations.
- (11) Trapping is prohibited.
- (12) ODFW Wildlife Area Parking Permit required.

Federal or Other Lands co-managed by ODFW

Dean Creek Elk Viewing Area (Douglas County) 635-065-0625(4)

All Bureau of Land Management lands within or contiguous to BLM lands within T22S R11W (including Spruce Reach Island located adjacent to Hwy. 38 and between the outlets of Koapke and Hinsdale Sloughs) are closed to hunting. Also, other lands located within the following boundary are closed to hunting during all elk and deer seasons that pertain to this area: beginning at the intersection of Schofield Rd. and Hwy. 38, south on Schofield Rd. to its intersection with Hakki Ridge Rd., east on Hakki Ridge Rd. to the crest of Hakki Ridge, east along the crest of Hakki Ridge to its intersection with the BLM boundary located in T22S, R11W Section 4, easterly along the BLM boundary to Hwy. 38, west on Hwy 38 to point of beginning.

Dunes National Recreational Area 635-065-0625(5)

Use of rifles and handguns is prohibited for all hunting in that portion of the Siuslaw Unit west of Highway 101 and north of Tahkenitch Creek.

North Bank Habitat Management Area (NBHMA; previously known as the Dunning Ranch Area in Douglas County) 635-065-0625(6)

6,500 acres located approximately eight miles northeast of Roseburg. Area: All BLM lands located in T25S, R5W, Sections 35,36; T26S, R5W, Sections 1,2,11,12,13,14; T25S, R4W, Sections 31,32,33; T26S, R4W, Sections 4,5,6,7,8,18. This area is closed to all big game hunting except for and during controlled hunts specific to the NBHMA by hunters possessing a controlled hunt tag for the area. Elk, black bear, and cougar hunting will be allowed by hunters who possess a valid NBHMA controlled hunt tag in addition to valid elk, black bear, or cougar tags. The use of bait for hunting game mammals is prohibited on NBHMA. All BLM lands located in T25S, R5W, Sections 35, 36; T26S, R5W, Sections 1, 2, 11, 12, 13, 14; T25S, R4W, Sections 31,32, 33; T26S, R4W, Sections 4, 5, 6, 7, 8, 18.

Rogue River Area 635-065-0625(21)

(a) All land within one mile of the Rogue River between Grave Creek and Lobster Creek is closed to bear hunting.

(b) All land within 1/4 mile of the Rogue River in the wild river section from Grave Creek downstream to Watson Creek is closed to all hunting except during authorized seasons.

South Slough National Estuarine Reserve 635-065-0625(23)

Specific areas are closed to hunting due to public health and safety. Contact reserve headquarters office for specific closures.

Travel Management Areas

635-065-0760 (10) It is unlawful to operate or to be transported in a motor-propelled vehicle in violation of Cooperative Travel Management Areas. "Motor-propelled vehicle" includes aircraft not landing on designated airstrips. Through cooperative agreement, motor vehicle use is limited to specific roads during the dates for the areas listed below. There are two methods of posting road access information; negative marking in which closed roads are marked by signs, gates,

berms, or other similar indicators, or positive marking in which open roads are marked by round green reflectors, orange carsonite posts, or similar indicators. Unit descriptions may be found in OAR 635-080-0000 through 635-080-0077. The following closures shall be effective during the specified periods each year:

(j) Jackson: October 15 through April 30 annually -- That part of the Rogue, Dixon, and Evans Creek units as follows: 116 square miles in Townships 32, 33, 34, and 35 South, Ranges 1 and 2 West and 1 and 2 East; off-road motor vehicle travel is prohibited at all times;

(jjj) Green Diamond Travel Management Area: Permanent Closure - Applies to all gated, posted, or barrier-closed roads within the Rogue, Keno, Klamath Falls, Sprague, Interstate, Silver Lake, and Fort Rock Units within the land holdings of Green Diamond Resource Company.

(mmm) East Lane TMA - Opening day of General Any Legal Weapon Buck Deer season until the close of General Any Legal Weapon Elk season. Approximately 62 square miles in the McKenzie and Indigo Units comprised of properties owned by Giustina Land and Timber and Giustina Resources. Motorized vehicle access allowed on roads posted with orange carsonite posts, except closed to all access during certain Industrial Fire Protection Levels and active operations. Day use only, open 1 hour before sunset to 1 hour after sunset. No Off Highway Vehicle (OHV) use, no camping, no vehicle may block any road or gate and no fires allowed.

[East Lane TMA, Page 1](#), [East Lane TMA, Page 2 West Portion](#), [East Lane TMA, Page 2](#)

East Portion

Jackson TMA https://www.dfw.state.or.us/maps/travel_management_areas/jackson.pdf
Upper Rogue
https://www.dfw.state.or.us/maps/travel_management_areas/upperrogue_page1.pdf,
https://www.dfw.state.or.us/maps/travel_management_areas/upperrogue_page2.pdf

Marine Reserves and Marine Protected Areas

(OARs 635.012.0020 – 635.012.0160)

Definitions 141-142-005

(6) “Marine Protected Area” means any area of the marine environment within Oregon’s Territorial Sea that has been reserved by the state to provide lasting protection for all of the natural and cultural resources therein.

(7) “Marine Reserve” is an area within Oregon’s Territorial Sea or adjacent rocky intertidal area that is protected from all extractive activities, including the removal or disturbance of living and non-living marine resources, except as necessary for monitoring or research to evaluate reserve condition, effectiveness, or impact of stressors.

(11) “Seabird Protection Area” is an area within Oregon’s Territorial Sea that has been reserved by the state for the protection of seabirds.

Redfish Rocks Marine Reserve Boundary - 141-142-0035

(1) All state-owned submerged and submersible land that is under the jurisdiction of the Department and is bounded by the following points is within the Redfish Rocks Marine Reserve:

- (a) Beginning from a point at Latitude 42° 42.54' (42° 42' 32.4"N), Longitude-124° 29.64' (124° 29' 38.4" W) (Point A);
- (b) Then east to Latitude 42° 42.96' (42° 42' 57.6" N), Longitude -124° 27.78' (124° 27' 46.8" W) (Point B) at approximately the ELWL;
- (c) Then following the ELWL south to Latitude 42° 41.52' (42° 41' 31.2" N), Longitude - 124° 27.18' (124° 27' 10.8" W), described as a point near the middle of Coal Point (Point C);
- (d) Then west to Latitude 42° 41.16' (42° 41' 9.6" N), Longitude -124°28.86' (124° 28' 51.6" W) (Point D);
- (e) Then in a northerly direction back to the point of beginning (Point A).

(2) All coordinate information is provided in WGS84 coordinate system (geographic latitude/longitude) and has not been verified by a licensed surveyor.

Redfish Rocks Marine Protected Area Boundary - 141-142-0040

(1) All state-owned submerged and submersible land that is under the jurisdiction of the Department and is bounded by the following points is within the Redfish Rocks Marine Protected Area:

- (a) Beginning from a point at Latitude 42° 41.90' (42° 41' 54" N), Longitude -124° 32.50' (124° 32' 30" W) (Point A);
- (b) Then east to Latitude 42° 42.54' (42° 42' 32.4" N), Longitude -124° 29.64' (124° 29' 38.4" W) (Point B);
- (c) Then south to Latitude 42° 41.16' (42° 41' 9.6" N), Longitude -124° 28.86' (124° 28' 51.6" W) (Point C);
- (d) Then west to Latitude 42° 40.25' (42° 40' 15" N), Longitude -124° 32.50' (124° 32' 30" W) (Point D);
- (e) Then in a generally northerly direction back to the point of beginning (Point A).

(2) All coordinate information is provided in WGS84 coordinate system (geographic latitude/longitude) and has not been verified by a licensed surveyor.

Cape Perpetua Marine Reserve Boundary - 141-142-0045

(1) All state-owned submerged and submersible land that is under the jurisdiction of the Department and is bounded by the following points is within the Cape Perpetua Marine Reserve:

- (a) Beginning from a point at Latitude 44° 17.00' (44° 17' 0" N), Longitude -124° 6.73' (124° 6' 42" W) (Point A);
- (b) Then south along the ELWL to Latitude 44° 16.82' (44° 16' 49.2" N), Longitude - 124° 6.69' (124° 6' 41.4" W) (Point B);
- (c) Then south along the MHWL to Latitude 44° 16.15' (44° 16' 9" N), Longitude -124° 6.56' (124° 6' 33.6" W) (Point C);
- (d) Then south along the ELWL to Latitude 44° 15.81' (44° 15' 48.6" N), Longitude - 124° 6.62' (124° 6' 37.2" W) (Point D);
- (e) Then south along the MHWL to Latitude 44° 14.67' (44° 14' 40.2" N), Longitude - 124° 6.84' (124° 6' 50.4" W) (Point E);

- (f) Then south along the ELWL to Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 6.74' (124° 6' 44.4" W) (Point F);
 - (g) Then west to Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 11.00' (124° 11' 0" W) (Point G);
 - (h) Then north to Latitude 44° 17.00' (44° 17' 0" N), Longitude -124° 11.00' (124° 11' 0" W) (Point H);
 - (i) Then in a generally easterly direction back to the point of beginning (Point A).
- (2) All coordinate information is provided in WGS84 coordinate system (geographic latitude/longitude) and has not been verified by a licensed surveyor.

Cape Perpetua South-East Marine Protected Area Boundary - 141-142-0055

(1) All state-owned submerged and submersible land that is under the jurisdiction of the Department and is bounded by the following points is within the Cape Perpetua South East Marine Protected Area:

- (a) Beginning from a point at Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 6.74' (124° 6' 44.4" W) (Point A);
 - (b) Then south along the ELWL to Latitude 44° 5.75' (44° 5' 45" N), Longitude -124° 7.53' (124° 7' 31.8" W) (Point B);
 - (c) Then west to Latitude 44° 5.75' (44° 5' 45" N), Longitude -124° 8.60' (124° 8' 36" W) (Point C);
 - (d) Then north to Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 8.00' (124° 8' 0" W) (Point D);
 - (e) Then in a generally easterly direction back to the point of beginning (Point A).
- (2) All coordinate information is provided in WGS84 coordinate system (geographic latitude/longitude) and has not been verified by a licensed surveyor.

Cape Perpetua Seabird Protection Area Boundary - 141-142-0060

(1) All state-owned submerged and submersible land that is under the jurisdiction of the Department and is bounded by the following points is within the Cape Perpetua Seabird Protection Area:

- (a) Beginning from a point at Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 8.00' (124° 8' 0" W) (Point A);
 - (b) Then south to Latitude 44° 5.75' (44° 5' 45" N), Longitude -124° 8.60' (124° 8' 36" W) (Point B);
 - (c) Then west to Latitude 44° 5.75' (44° 5' 45" N), Longitude -124° 11.62' (124° 11' 37.2" W) (Point C);
 - (d) Then north to Latitude 44° 13.50' (44° 13' 30" N), Longitude -124° 11.00' (124° 11' 0" W) (Point D);
 - (e) Then in a generally easterly direction back to the point of beginning (Point A).
- (2) All coordinate information is provided in WGS84 coordinate system (geographic latitude/longitude) and has not been verified by a licensed surveyor.

Marine Reserve Prohibitions and Allowances - 635-012-0050

(1) Except as specified in section 3 below, the following activities are prohibited within the Otter Rock, Redfish Rocks, Cape Perpetua, Cascade Head and Cape Falcon marine reserve areas:

- Take, including fishing or hunting, of any fish or wildlife species.
- (2) Take of fish species from the ocean, using hook-and-line from the bank shoreward of a marine reserve, unless specifically authorized, is prohibited.
- (3) Notwithstanding the prohibitions in sections (1) and (2) above, person(s) may:
- (a) Remove fishing gear from within the marine reserve boundary, provided that the retrieving vessel operator must notify the Oregon State Police at 1-800-452-7888 and receive permission before retrieving the gear and no fish or wildlife species from the retrieved gear shall be retained. Specific to commercial crab pots:
 - (A) If the pot(s) do not belong to the retrieving vessel, the vessel operator must follow the retrieval requirements set forth in OAR 635-005-0490.
 - (B) If the pot(s) do belong to the retrieving vessel, the vessel operator may re-set the pot(s) outside of the reserve area pursuant to the requirements set forth in OAR 635-005-0490.
 - (b) Take fish and wildlife species if authorized by a valid scientific taking permit as required by OAR divisions 635-007 and 635-043.
 - (c) Have catch onboard while transiting or anchoring in the marine reserve area. Except as allowed by subsection (3)(b) above, fishing gear shall not be deployed in the water at any time within the marine reserve.

Redfish Rocks Marine Protected Area Prohibitions and Allowances - 635-012-0060

- (1) Except as specified in section (2) below, the following activities are prohibited within the Redfish Rocks marine protected areas:
- Take of any fish species.
- (2) Notwithstanding the prohibitions in section (1) above, person(s) may:
- (a) Commercially or recreationally troll for and take salmon in fisheries otherwise authorized by Commission rule.
 - (b) Commercially or recreationally take crab in fisheries otherwise authorized by Commission rule.

General Protected Area Prohibitions and Allowances - 635-012-0070

- (1) The prohibitions and allowances specified in this section apply to all areas of Oregon's Territorial Sea designated as marine protected and seabird protection areas. Notwithstanding the area-specific prohibitions and allowances, person(s) may:
- (a) Take fish species if authorized by a valid scientific taking permit as required by OAR divisions 635-007 and 635-043.
 - (b) Have catch onboard while transiting or anchoring in the marine protected or seabird protection area. Except as allowed by OAR 635-012-0060, 635-012-0080 through 635-012-0150 or by subsection (1)(a) above, fishing gear shall not be deployed in the water at any time within a marine protected or seabird protection area.
- (2) It is unlawful to take any legal fish species in a marine protected or seabird protection area while

possessing onboard any species not allowed to be taken in the marine protected or seabird protection area.

Cape Perpetua South-East Marine Protected Area Prohibitions and Allowances -635-012-0090

- (1) Except as specified in section (2) below, take of all species authorized by general Commission rule for this area is allowed.
- (2) The following activities are prohibited within the Cape Perpetua South-East Marine Protected Area:
 - (a) Use of trawl gear to take any fish species.
 - (b) Take of the following species, used as seabird forage:
 - (A) Pacific herring;
 - (B) Pacific sardine (pilchard);
 - (C) Anchovies;
 - (D) Smelt as defined by OAR 635-004-0215;
 - (E) Pacific sand lance;
 - (F) Mackerels;
 - (G) Market squid.

Cape Perpetua Seabird Protection Area Prohibitions and Allowances - 635-012-0100

- (1) Except as specified in section (2) below, take of all species authorized by general Commission rule for this area is allowed.
- (2) Take of the following species, used as seabird forage, are prohibited within the Cape Perpetua Seabird Protection Area:
 - (a) Pacific herring;
 - (b) Pacific sardine (pilchard);
 - (c) Anchovies;
 - (d) Smelt as defined by OAR 635-004-0215;
 - (e) Pacific sand lance;
 - (f) Mackerels.

Other Coastal and Marine Designations of the Territorial Sea Plan

<https://www.eregulations.com/oregon/fishing/management-designations-for-marine-areas> - implemented by reference in the Annual Sportfishing Regulations.

Brookings Research Reserve

No take of shellfish and marine invertebrates, except clams, Dungeness crab, red rock crab, mussels, piddocks, scallops, and shrimp may be taken. Applies to all rocky areas, tide pools, and sandy beaches between extreme high and low tides, within the following boundaries:

This area includes all rocky areas, tide pools, and sand beaches situated between extreme high tide and extreme low tide lying between a point ½ mile north of Harris Beach State Park on the north, and the mouth of the Chetco River on the south (except that portion of the area within the Harris Beach Marine Garden).

North Boundary: a point ½ mi north of Harris Beach State Park.

South Boundary: the mouth of the Chetco River (except the area within the Harris Beach Marine Garden).

Harris Beach Marine Garden

No take of shellfish and marine invertebrates, except single mussels may be taken for bait. Includes all rocky areas, tide pools, and sandy beaches between extreme high and low tides, lying within the following boundaries:

North Boundary: a line perpendicular to shore from the Harris Beach State Park beach access parking area.

South Boundary: a line perpendicular to shore from the road entrance to Harris Beach State Park off of Hwy 101.

Pyramid Rock Sea Lion Protection

No take of fish, shellfish, and marine invertebrates from 1,000 ft around and including Pyramid Rock May 1 - Aug 31.

Gregory Point Research Reserve

No take of shellfish and marine invertebrates in all areas below the extreme low tide line within the area bound by: A) 43°20.312'N., 124°22.838'W., B) 43°20.598'N., 124°22.895'W., C) 43°20.650'N., 124°22.637'W., D) 43°20.402'N., 124°22.545'W.

Cape Arago Research Reserve

No take of shellfish and marine invertebrates in Areas A and C. No take of shellfish and marine invertebrates, except clams, Dungeness crab, red rock crab, mussels, piddocks, scallops and shrimp may be taken in Area B. Applies to all rocky areas, tide pools, and sandy beaches between extreme high and low tides, within the following boundaries:

Area A: Between a line projected due west from Cape Arago lighthouse and the southern tip of Norton Gulch.

Area B: Between the southern tip of Norton Gulch and Simpson Reef overlook.

Area C: Between Simpson Reef overlook and a point $\frac{3}{4}$ mi south of Cape Arago State Park.