OFFICE OF THE SECRETARY OF STATE
SHEMIA FAGAN
SECRETARY OF STATE

CHERYL MYERS
DEPUTY SECRETARY OF STATE

ARCHIVES DIVISION
STEPHANIE CLARK
DIRECTOR

800 SUMMER STREET NE
SALEM, OR 97310
503-373-0701

PERMANENT ADMINISTRATIVE ORDER

DFW 87-2022
CHAPTER 635
DEPARTMENT OF FISH AND WILDLIFE

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ARCHIVES DIVISION
SECRETARY OF STATE
& LEGISLATIVE COUNSEL

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

EFFECTIVE DATE: 07/12/2022

AGENCY APPROVED DATE: 06/17/2022

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

ADOPT: 635-800-0100

RULE TITLE: Memorandum of Agreement with the Coquille Indian Tribe

NOTICE FILED DATE: 04/21/2022

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.

RULE TEXT:
(1) Members of the Coquille Indian Tribe are authorized to take species over which the Oregon Fish and Wildlife Commission 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 of Fish and Wildlife (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.
(4) Nothing in the above referenced Memorandum of Agreement shall be construed as:
(a) affirming, recognizing or limiting the rights or claims of any other tribe within the geographic scope of that Agreement;
(b) limiting the Department from entering into separate agreements with other tribes addressing the authority to take species within the geographic scope of that Agreement; or

(c) establishing, expanding, adjudicating, waiving, limiting or otherwise affecting the ancestral, aboriginal, treat, statutory, equitable, or other rights of the Tribe.

STATUTORY/OTHER AUTHORITY: ORS 190.110, 496.138, 496.146, 496.162

STATUTES/OTHER IMPLEMENTED: 496.146, 496.162, 496.012, 506.109

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 22040.

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 Statues**. 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.

h. **Coordination with Other Tribes.** In the event that ODFW enters into a comparable Cooperative Management Agreement with another tribe regarding the taking of fish and wildlife within all or part of the geographic scope of this Agreement, and such agreement includes obligations substantially identical to this subsection 3(h), the Coquille Tribe will meet annually with that tribe to discuss issues of mutual concern, including harvest areas and limits and cooperative management of natural resources.

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 establish, expand, adjudicate, 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.

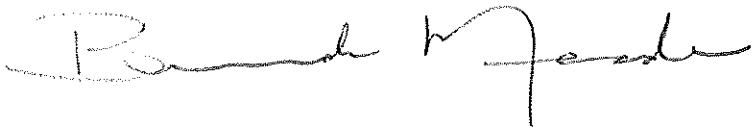
14. Amendments/Termination.

a. This Agreement can be amended or terminated in writing by mutual consent of the Parties.
b. Either party may unilaterally terminate this Agreement for any reason by using the procedures of this paragraph. A Party proposing unilateral termination must first serve written notice to the other Party's contact. The Parties shall thereafter initiate meetings within 60-days in an effort to identify and resolve the issues(s). The Parties shall make good faith and diligent efforts to resolve the issue(s). Depending on the complexity and significance of the issue(s), the Parties acknowledge that resolution could take substantial time and multiple meetings. In the event the issue(s) is/are not resolved after such mutual good faith and diligent efforts, either Party may terminate this Agreement by both: (i) providing 90 days advance written notice to the other Party of its intent to repeal the implementing rule or resolutions; and (ii) repealing the implementing rule or resolution.

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:

