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PERMANENT ADMINISTRATIVE ORDER

DFW 12-2023

CHAPTER 635
DEPARTMENT OF FISH AND WILDLIFE

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ARCHIVES DIVISION
SECRETARY OF STATE
& LEGISLATIVE COUNSEL

FILING CAPTION: Cooperative Management Agreement for hunting, fishing, and trapping by Cow Creek Band of Umpqua Tribe

EFFECTIVE DATE: 02/13/2023

AGENCY APPROVED DATE: 12/16/2022

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Filed By:
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Rules Coordinator

ADOPT: 635-800-0110

RULE TITLE: Memorandum of Agreement with the Cow Creek Band of Umpqua Tribe of Indians

NOTICE FILED DATE: 10/18/2022

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 Cow Creek 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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, treaty, statutory, equitable, or other rights of the Tribe.

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

STATUTES/OTHER IMPLEMENTED: 496.138, 496.146, 496.162, 496.012

MEMORANDUM OF AGREEMENT TO DEFINE EXERCISE OF HUNTING, FISHING, TRAPPING AND GATHERING BY THE COW CREEK BAND OF UMPQUA TRIBE OF INDIANS AND ITS MEMBERS AND FOR COOPERATIVE MANAGEMENT OF NATURAL RESOURCES

Between

The Cow Creek Band of Umpqua Tribe of Indians

And

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

RECITALS

Whereas, the State of Oregon and the Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians dedicates the Tribe to the preservation of the Tribe's culture and tribal identity, to the promotion of social and economic welfare of the Tribe's people, and to secure, protect, and develop the Tribe's common resources;

Whereas the Constitution of the Cow Creek Band of Umpqua Tribe of Indians recognizes the "tribal rights to hunt and gather within the Tribe's aboriginal lands and to fish at the Tribe's usual and accustomed grounds and stations to the extent permitted by Federal law";

Whereas, the people of the Cow Creek Band of Umpqua Tribe of Indians 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 members of the Cow Creek Band of Umpqua Tribe of 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 Cow Creek Band of Umpqua Tribe of Indians' sustenance, commercial livelihood, culture, and spiritual life;

Whereas, the Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians executed a Treaty with the United States in 1853 and, as a result of the Treaty, the Tribe became a landless tribe, ceding more than 800 square miles of Southern Oregon in exchange for $12,000 and goods and services that were supposed to span several years;

Whereas, the Treaty was intended to result in the creation of both a temporary reservation and a permanent reservation; however, the Treaty was not honored, the United States failed to fulfill the promises contained in the Treaty, and the permanent reservation contemplated by the Treaty was not created prior to the Tribe's termination in 1954;

Whereas, efforts were made to remove members of the Cow Creek Band of Umpqua Tribe of Indians to other reservations; however, the Tribe's members resisted relocation efforts, remaining in seclusion while maintaining their way of life;

Whereas, the members of the Cow Creek Band of Umpqua Tribe of Indians remained in their homelands and continued meeting and holding council,

exercising the sovereign right of self-government as a cohesive Tribe and continued to sustain themselves through fishing, hunting, and gathering;

Whereas, the Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians' status as federally recognized tribe and the United States' trust responsibility in the Cow Creek Band of Umpqua Tribe of Indians Restoration Act (Public Law 97-391), which the Cow Creek Band of Umpqua Tribe of Indians asserts preserves the Tribe's rights by providing that "All rights and privileges of the tribe and the members of the tribe under any Federal treaty, Executive order, agreement, or statute, or under any other Federal authority, which may have been diminished or lost under the Act approved August 13, 1954 (25 U.S.C. 691 et seq.), are restored, and the provisions of such subchapter shall be inapplicable to the tribe and to members of the tribe after December 29, 1982" and that "Except as otherwise specifically provided in this Act, no provision contained in this Act shall alter any property right or obligation, or any contractual right or obligation, or any obligation for taxes already levied.";

Whereas, the Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians (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 statutory authority including ORS 190.110, ORS 496.012, ORS 496.138 and ORS 496.146.

   b. The Cow Creek Band of Umpqua Tribe of Indians has authority to enter into this Agreement pursuant to the Constitution of the Cow Creek Band of Umpqua Tribe of Indians and the Cow Creek Band of Umpqua Tribe of Indians Board of Directors Resolutions 2022-41 and 2022-44.

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 harvest by the Cow Creek Band of Umpqua Tribe of Indians, 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 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 Cow Creek Band of Umpqua Tribe of Indians' 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 limits and areas, 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. All harvest of wildlife covered by this Agreement by members of the Cow Creek Band of Umpqua Tribe of Indians shall be consistent with tribal law and regulation and with this Agreement.

d. **Tribal Regulation of Harvest Consistent with Oregon Revised Statues**. The Tribe agrees to adopt harvest regulations consistent with Oregon Revised Statutes, including those 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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 harvesting pursuant to this Agreement will carry tribal identification and tribally-authorized licenses, tags, or other permits showing that the Tribe has authorized harvest 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 Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians

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**ed** 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 Cow Creek Band of Umpqua Tribe of Indians 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 18 (Alsea, that portion within Lane County), 20 Siuslaw, 15 (Willamette, that portion within Lane

County), 19 (McKenzie, that portion within Lane County), 21 Indigo, 23 Melrose, 24 Tioga, 22 Dixon, 27 (Chetco, that portion within Josephine County) 28 Applegate, 29 Evans Creek, 26 (Powers, that portion within Coos, Douglas, and Josephine Counties) 25 (Sixes, that portion within Coos County), 30 (Rogue, that portion within Jackson and Douglas Counties).

This geographic area represents a portion of the existing Cow Creek Band of Umpqua Tribe of Indians service area that includes Douglas, Lane, Jackson, Josephine and Coos counties.

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 Cow Creek Band of Umpqua Tribe of Indians 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 members of the Cow Creek Band of Umpqua Tribe of Indians, 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, or (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 COW CREEK BAND OF UMPQUA TRIBE OF INDIANS, TRIBAL LEGAL CODE, TITLE 5 (GOVERNMENTAL IMMUNITY CODE) 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 Cow Creek Band of Umpqua Tribe of Indians Board of Directors 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 Cow Creek Band of Umpqua Tribe of Indians 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. Nothing in this Agreement shall be construed to limit or prevent the Tribe from regulating the exercise of its regulatory authority over the hunting, fishing, trapping and gathering by members of the Tribe on the Tribe's reservation.

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:
Carla Keene
Chairman, Cow Creek Band of
Umpqua Tribe of Indians
2371 NE Stephens Street
Roseburg, OR 97470

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 when within the limited geographic area outlined in Section 5b. 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 are summoned initially to the Tribal Courts of the Cow Creek Band of Umpqua Tribe of Indians.

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 Cow Creek Band of Umpqua Tribe of Indians believes are more favorable than those initially agreed to herein, the Parties agree that this Agreement may be renegotiated at the request of the Cow Creek Band of Umpqua Tribe of Indians 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 Cow Creek Band of Umpqua Tribe of Indians 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

Carla Keene 2/8/2023

Carla Keene Date
Chairman
Cow Creek Band of Umpqua Tribe of Indians

Curtis E Melcher 2/8/23

Curt Melcher Date
Director
Oregon Department of Fish and Wildlife:

Attachment A - Statutory Hunting and Trapping Restrictions

497.350 Hunting restriction; generally. (1) No person younger than 12 years of age shall hunt antelope, black bear, cougar, deer, elk, mountain goat, mountain sheep or moose.

(2) No person younger than 14 years of age shall hunt with a firearm or bow and arrow unless the person is accompanied by an adult, or is hunting on land owned by the parent or legal guardian of the person.

497.360 Hunter safety certificate; training program; youth hunter mentoring program; rules. (1) No person younger than 18 years of age shall hunt wildlife, except on the person's own land or land owned by the parent or legal guardian of the person, unless the person:

(a) Has in possession a certificate, issued by the State Fish and Wildlife Commission or by an agency of another state, stating that the person has satisfactorily completed a course prescribed or approved by the commission in the safe handling of lawful hunting weapons; or

(b) Is participating in a supervised hunt as provided in subsection (3) of this section.

(2) The commission, by rule, shall prescribe and administer a hunter safety training program to provide instruction in the safe handling of lawful hunting weapons. The program may also include instruction on wildlife and natural resource conservation, first aid and survival and such other subjects as the commission considers desirable to promote good outdoor conduct and respect for the rights and property of others. The commission may cooperate and enter into agreements with other public or private agencies and individuals in carrying out the provisions of this subsection. The Department of State Police and the Department of Education are directed to cooperate with the commission in carrying out the provisions of this section.

(3)(a) The commission, by rule, shall prescribe and administer a youth hunter mentoring program that allows a person who is between nine and 16 years of age to hunt while in the presence of a supervisory hunter who is 21 years of age or older and who holds the appropriate licenses, tags and permits issued pursuant to the wildlife laws. Only one lawful hunting weapon may be carried during a supervised hunt under this subsection. A person participating in a supervised hunt under this subsection may hunt wildlife under the same conditions applicable to the supervisory hunter's licenses, tags and permits.

(b) The commission, by rule, may prescribe any relevant safety and ethical standards for participation in a supervised hunt under this subsection.

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.

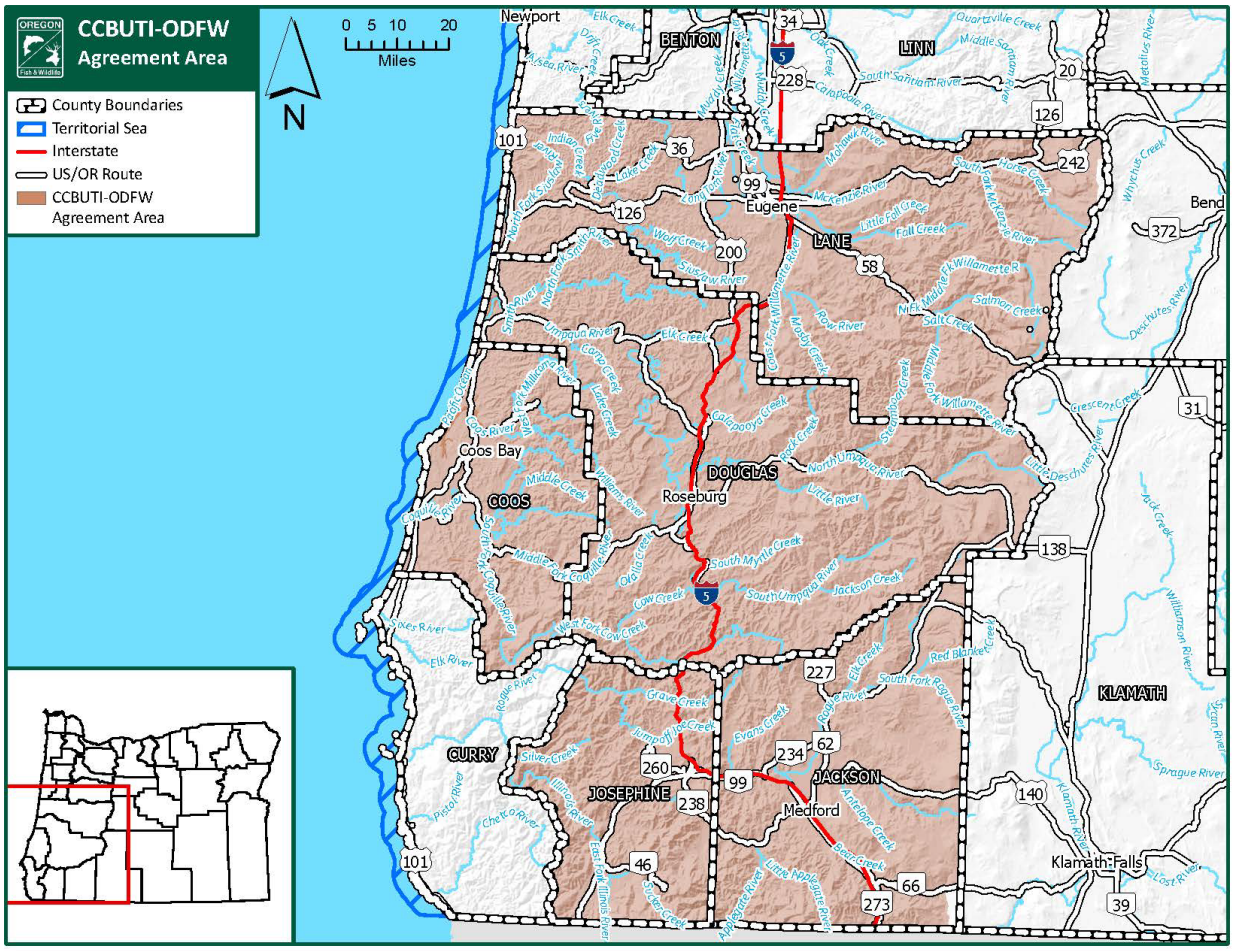
(b) Place in any body of water any foreign substance such as blood or fish offal or any gas, chemical, drug or powder that may attract, frighten, retard, stun, kill or obstruct the movement of any game fish.

(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.

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) and 635-050-0210(33)
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.
Oregon Dunes National Recreation Area is open to hunting as permitted by the Department but closed to trapping furbearing and unprotected mammals.

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:

(h) Coos Bay BLM: Permanent Closure -- That part of the Tioga Unit as follows: Individual posted roads on lands administered by BLM, Coos Bay District.

(i) Upper Rogue: Three days prior to the general West Cascade any legal weapon elk season through the close of the general West Cascade elk any legal weapon season --

That part of the Rogue Unit as follows: High Cascades Ranger District, Rogue River National Forest.
(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.

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.

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.

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 ¾ mi south of Cape Arago State Park.