MEMORANDUM OF AGREEMENT FOR OFF-RESERVATION AND NON-TRUST LAND HUNTING, FISHING, TRAPPING AND GATHERING

between the

CONFEDERATED TRIBES OF THE GRAND RONDE COMMUNITY OF OREGON

and the

STATE OF OREGON, through the Oregon Department of Fish and Wildlife

RECITALS

WHEREAS, the Confederated Tribes of the Grand Ronde Community of Oregon ("Grand Ronde" or "Tribe") is a federally recognized Indian tribe that has a superior record of managing wildlife on the Grand Ronde Reservation and other Tribal lands; and

WHEREAS, the Oregon Department of Fish and Wildlife ("ODFW"), pursuant to Oregon Revised Statute ("ORS") 496.012 and ORS 496.146, has the obligation and authority to manage fish and wildlife for the benefit of Oregon's citizens; and

WHEREAS, the Oregon Fish and Wildlife Commission, by adopting Oregon Administrative Rule ("OAR") 635-043-0130, delegated the management of fish and wildlife resources on the Grand Ronde Reservation and Tribal trust lands to the Tribe for the purposes of accomplishing the goals of the "Confederated Tribes of Grand Ronde Wildlife Management Plan" ("Grand Ronde Management Plan") dated September 5, 2014; and

WHEREAS, the ancestors of today's Tribal members hunted, fished, trapped, and gathered throughout western Oregon; and

WHEREAS, the Tribe and State of Oregon ("State") desire to provide for regulation of off-reservation and non-trust land ("State regulated lands") hunting, fishing, trapping, and gathering in western Oregon for the benefit of both the Tribe and State (which may be referred to in this agreement individually as a "Party" and collectively as the "Parties") in accordance with sound wildlife management principles.

NOW THEREFORE, the Parties agree that:

AGREEMENT

1. Authority

This agreement for hunting, fishing, trapping and gathering to be exercised by Grand Ronde 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 ODFW.

a. ODFW has authority to enter into this Agreement pursuant to ORS 190.110 and ORS 496.146(11).

b. Grand Ronde has authority to enter into this Agreement pursuant to the Grand Ronde Constitution, Article III, Section 1.

2. Overview

The intent of this Agreement is to describe how the Tribe and its members will hunt, fish, trap, and gather species over which ODFW has management authority in areas not governed by the Grand Ronde Management Plan.

This Agreement 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 harvesting fish and wildlife within specified geographic areas by the Tribe's members, established in a process agreed to by ODFW and the Tribe, and based upon scientifically established and projected numbers for each resource.

This Agreement does not define the specific rights possessed by Grand Ronde, 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.

3. Tribal Harvest of Natural Resources

a. Wildlife Covered by Agreement. The 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. **Except as provided in Section 3.d. below for harvest in the mainstem Columbia River,** 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, 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 shall be consistent with tribal law and regulation and with this Agreement.

d. Fishing in Mainstem Columbia River. Tribal members may utilize tribally-issued licenses, tags or other permits to harvest fish in the mainstem Columbia River downstream of Bonneville and within the geographic scope of this agreement only during state-adopted recreational fishing seasons (open area, dates, time) and following applicable state regulations, including but not limited to reporting, gear and bag limits. Tribal members are restricted to one daily bag limit for all fish species from the Columbia River even if they possess tribal and state-issued licenses. By participating in the Columbia River fishery, tribal members agree to participate in state-sampling programs, including by allowing state samplers access to inspect and sample the catch and responding to questions about fishing effort. The Tribe is on notice that fishing regulations change frequently and that tribal members are responsible to know current regulations.

e. Tribal Regulation of Harvest Consistent with Oregon Revised Statutes. The Tribe agrees to adopt harvest regulations consistent with Oregon Revised Statutes, including the Oregon Revised Statutes identified in Attachment A.

f. Ceremonial and Subsistence Harvest Only. This Agreement is limited to ceremonial and subsistence harvest of fish and wildlife by enrolled members of Grand Ronde within the geographic area identified in 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 other enrolled members of Grand Ronde or other federally recognized Indian tribes. All other commercial activity must be consistent with the Oregon Revised Statute and Oregon Administrative Rule.

g. Potential Future Commercial Harvest. The Parties agree to limit this Agreement to ceremonial and subsistence harvest. If the 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.

h. 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 harvesting of that species and will present the same to law enforcement officers, peace officers, and ODFW personnel upon request.

i. 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 Section 3(h), Grand Ronde will meet annually with that tribe to discuss issues of mutual concern, including harvest areas, limits, and cooperative management of natural resources.

4. Cooperative Management of Natural Resources

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 needed 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. Geographic Area. The geographic area covered by this Agreement shall be as follows:

i. The non-reservation and non-trust lands and waters in ODFW Wildlife Management Units 12 (Wilson), 14 (Trask), 15 (Willamette) excluding state-owned lands at Willamette Falls, 17 (Stott Mountain), and 16 (Santiam)

excluding:

a. any area on the Columbia River upriver of Bonneville Dam
b. the summit of the Cascades
c. any area east of the summit of the Cascades
d. any property held in trust for another federally-recognized Indian tribe.

ii. Oregon waters of the Columbia River.
iii. All lands in Oregon owned in fee by Grand Ronde.
iv. Where applicable, the Marine Zone adjacent to the aforementioned geographic area.

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

c. Publicly Owned and Managed Lands or Waters. The Parties understand that there are lands and waters within the geographic scope of Section 5(a) 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 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 B. The Parties agree that the Tribe may request access and opportunity for Tribal members, or changes to other aspects of the regulations, for hunting, fishing, trapping or gathering 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 Oregon and enrolled members of Grand Ronde, 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 upon hunting, fishing, trapping or gathering rights within any specific

geographic area, (iii) the agreed upon 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 6.

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 a 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. Any such mediation shall seek to reach a conclusion within 90 days.

c. Governing Law. The laws 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 only to the extent Congress has appropriately abrogated Oregon's sovereign immunity. This section is not consent by Oregon to be sued in federal court. This section is also not a waiver by 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.* The Tribe hereby waives its immunity to suit in State court for the sole 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 Grand Ronde 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 any tribe. Nothing in this Agreement shall prohibit the 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 Drive SE
Salem, Oregon 97302

For the Tribe:
Cheryle Kennedy, Chairwoman
Confederated Tribes of Grand Ronde
9615 Grand Ronde Road
Grand Ronde, Oregon 97347

With a copy to:
Rob Greene, Tribal Attorney
Confederated Tribes of Grand Ronde
9615 Grand Ronde Road
Grand Ronde, Oregon 97347

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. The Parties acknowledge that this Memorandum of Agreement does not in any way, replace, amend or otherwise modify the 'Agreement among the State of Oregon, the United States of America and the Confederated Tribes of the Grand Ronde Community of Oregon to permanently define tribal hunting, fishing, trapping, and animal gathering rights of the Tribe and its members' signed by the Parties and dated November 29, 1986.

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, Tribal or other applicable law, including any current agreements between the Parties, except that tribal members are

restricted to one daily bag limit for all fish species from the Columbia River even if they possess tribal and state-issued license.

Nothing in this Agreement shall affect the Tribe's rights under other state authorizations, including any OARs, agreements, registrations or permits related to hunting, fishing, trapping, or gathering by Grand Ronde and its members.

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 (1) seek to secure 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) 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 Grand Ronde 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 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 Tribe to include any such terms.

12. Term

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

13. Effective Date

This Agreement shall become effective when both the Oregon Fish and Wildlife Commission and Grand Ronde 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 Section 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 Section 14. 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 rescind the implementing rule or resolutions; and (ii) rescinding 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 of cooperative management activities under this Agreement shall conform to any expansion of ODFW authority.

This Agreement is entered into as of this 24 day of August, 2023.

State of Oregon, by and through its Oregon Department of Fish and Wildlife:

Curt Melcher
Director

Confederated Tribes of Grand Ronde:

Cheryle A. Kennedy
Tribal Council Chair

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 - 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 April 2023.

ODFW Lands

General rules related to ODFW Lands can be found in OAR Division 635, Chapter 8.

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

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.
(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.

635-008-0190 E.E. Wilson Wildlife Area (Benton/Polk Counties)

The E. E. Wilson Wildlife Area is open to wildlife-oriented public use compatible with the goals and objectives contained in the 2008 (updated 2019) E. E. Wilson Wildlife Area Management Plan unless otherwise excluded or restricted by the following rules:

(1) Fishing is prohibited except as authorized during fishing seasons.
(2) All hunting is prohibited March 1 through July 31 except for participants of a department organized program with an access permit.
(3) Hunting is prohibited August 1 through end of February except:
    (a) As authorized during game bird and big game seasons;
    (b) The hunting of unprotected mammals and birds is permitted;
    (c) Furbearer trapping and hunting is prohibited;
    (d) Hunting for rabbits is permitted from November 1 through the end of February.

(4) Free daily hunting permits are required, must be possessed at all times by users and must be completed and returned at the end of the day.
(5) Discharging of firearms prohibited except while hunting during authorized game bird and game mammal seasons, or at the trap shooting area in accordance with posted rules.
(6) Hunting with or discharging rifles, handguns, crossbows, air guns and paintball guns is prohibited.
(7) Big game hunting is closed when youth pheasant hunts are in progress.
(8) The Adair Tract is closed to hunting except for falconry in accordance with the annual Game Bird regulations.
(9) All game bird hunters must have a valid Fee Pheasant permit on their person during the dates of the E. E. Wilson Wildlife Area Western Oregon Fee Pheasant Hunt. Consult annual Game Bird Hunting Regulations for time and date restrictions and hunting requirements.
(10) 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.
(11) During the dates of the E. E. Wilson Wildlife Area Western Oregon Fee Pheasant Hunt, all hunting ends at 5pm.
(12) In addition to the exceptions in 635-008-0050(12)(a), (b), and (c): dogs may be off leash while accompanied by a licensed hunter when being used to hunt rabbits during authorized rabbit seasons on E.E.Wilson Wildlife Area, including while going to or coming from hunting locations.
(13) Camping is prohibited.
(14) Horses and other domestic livestock use are restricted to established roads only.
(15) The wildlife area is closed to the public between 10 pm and 4 am.
(16) Motorized vehicle travel is only allowed on open roads or parking areas.
(17) All participants using the trap range or archery range must adhere to the posted rules and guidelines.
(18) Open fires are prohibited.
(19) ODFW Wildlife Area Parking Permit required.

635-008-0145 St. Louis Ponds (Marion County)
(1) St. Louis Ponds is that area of posted Department lands located in Sections 21, 22, 27, and 28, Township 5 South, Range 2 West of the Willamette Meridian in Marion County and containing 222 acres more or less.
(2) In the area described in section (1) of this rule it is unlawful to:
(a) Access the area for any purpose between 9 pm and 6 am from April 1 through September 30, or between 7 pm and 6 am from October 1 through March 31.
(b) Use any floating craft on any pond;
(c) Swim or otherwise enter any pond;
(d) Build open fires;
(e) Discharge rifles and pistols;
(f) Discharge shotguns except during open seasons between the beginning of pheasant season and the end of waterfowl season, or during dog trials authorized by Department permit;
(g) Operate motor vehicles off established roads;
(h) Violate the terms of any permit issued by the Department.
(3) No person shall possess or use any shot other than federally-approved nontoxic shot at any

time.
(4) Trapping is prohibited.

635-008-0112 Junction City Pond (Lane County)
The Junction City Pond area is open for public use unless otherwise excluded or restricted by the following rules:

(1) Hunting is prohibited.
(2) Discharging firearms, crossbows, air guns, BB guns or paint ball guns is prohibited.
(3) Discharge of archery (recurve, long, or compound bows) is allowed only within the designated archery park.
(4) The area is closed to the public between 9 pm and 6 am from April 1 through September 30, or between 7 pm and 6 am from October 1 through March 31.
(5) Motor vehicles are prohibited except on parking areas or open roads: no cross-country travel or off road motor vehicle use allowed.
(6) Operating motor propelled boats prohibited.
(7) Open fires are prohibited.
(8) Trapping is prohibited.
(9) Dog training is prohibited.
(10) All dogs must be on a leash.
(11) All participants using the archery park must adhere to the posted rules and regulations.

635-008-0197 Woodburn Ponds (Marion County)
In addition to the provisions in OAR 635-008-0200, it is unlawful at Woodburn Ponds to:

(1) Discharge any firearm.
(2) Operate any motor-propelled craft, except craft propelled by electric motors.
(3) Use the area for any purpose between one hour after sunset and one hour before sunrise.
(4) Trapping is prohibited.

635-008-0122 Lorens Drift Public Access (Trask River): (Tillamook County)
The Loren's Drift Public Access (Trask River; Tillamook County) is open for public use unless otherwise excluded or restricted by the following rules:

(1) The public access is closed to the public between 10 pm and 3 am.
(2) Open fires are prohibited.
(3) Motorized vehicle travel is only allowed on open roads or parking areas.
(4) Overnight parking of vehicles is prohibited.
(5) Discharge of any firearm is prohibited.
(6) Dogs are permitted on leash only.
(7) Trapping is prohibited.

635-008-0065 Carver Fishing Access: Clackamas County
In addition to the provisions in OAR 635-008-0200, at the Carver Fishing Access (Clackamas County):

(1) Public use is prohibited between the hours of 10 pm and 4 am daily.
(2) Open fires are prohibited.
(3) Trapping is prohibited.

635-008-0069 Courtney Creek Wildlife Area (Linn County)
The Courtney Creek Wildlife Area is open to wildlife-oriented public use unless otherwise excluded or restricted by the following rules:

(1) Camping or overnight stay is prohibited.
(2) The area is closed to the public 10 pm to 4 am.
(3) Open fires are prohibited.
(4) Discharging firearms is prohibited except shotguns during game bird and game mammal seasons.
(5) The use of air guns, BB guns and paintball guns is prohibited.
(6) Trapping is prohibited.

635-008-0117 Knight Park/Salmon River Access (Lincoln County)
The Knight Park/Salmon River Access area is open to fish and wildlife oriented public use activities. In addition to the provisions in OAR 635-008-0200, the following restriction to public use of Department land at Knight Park/Salmon River Access applies: Parking is prohibited between 10 pm and 4 am.

635-008-0200 Other Department Owned, Managed or Controlled Areas
On other Department owned, managed or controlled areas which are not listed within these rules and are primarily available to the public for the purpose of angling or boat access, the following restrictions, in addition to 635-008-0050, also apply:

(1) Discharging rifles and pistols is prohibited.
(2) Camping is prohibited.
(3) These areas are closed to the public between 10 pm and 4 am unless otherwise posted.
(4) Open fires are prohibited from June 1 through October 31 except in designated areas. Open fires are prohibited during designated fire closures.
(5) Trapping is prohibited.

Federal or Other lands subject to ODFW Management

635-065-0625 Regulations on State and Federal Wildlife Areas, Refuges and Special Areas
State and Federal wildlife areas, refuges and special areas listed below shall be open to hunting during authorized seasons, subject to the following special regulations and exceptions:

(2) **Cascade Head — Lincoln City Area**: The Cascade Head — Lincoln City Area is closed to hunting with centerfire rifles, muzzleloaders, or handguns. Hunting is restricted to archery and shotguns only during authorized seasons, except for Department approved emergency hunts. Hunters using shotguns for elk shall use slugs (single projectile) only.

The Cascade Head — Lincoln City Area boundaries shall be defined as follows:

Beginning at the Pacific Ocean and Siletz River mouth, east along the north shoreline of the Siletz River to Drift Cr. Rd. (mile post 1 on Hwy 229); north on Drift Cr. Rd. to Anderson Cr. Rd.; north on Anderson Cr. Rd. to Schooner Cr. Rd.; west on Schooner Cr. Rd. to Forest Rd. 2200; north and east on FR 2200 to FR 1726; west on FR 1726 to FR 2100; northeast on FR 2100 to the power line crossing; north along the power line to State Hwy. 18; west on Hwy 18 to Old Scenic Hwy 101; north on Old Scenic Hwy 101 to Three Rocks Rd.; west on Three Rocks Rd. to U.S. Hwy 101; north on Hwy 101 to FR 1861; west on FR 1861 to Harts Cove trailhead; west on Harts Cove trail to the Pacific Ocean; south along the coastline to the Siletz River, point of beginning.

(7) **William Finley National Wildlife Refuge** (Benton County):

(a) Portions of the Refuge are open to deer and elk hunting under special regulations established by the Refuge.

(b) All hunters shall obtain a refuge permit and check in and out of the refuge daily. Information about deer and elk hunting locations, seasons, weapon restrictions, and application instructions are available at the refuge office at 541-757-7236 or on their website (http://www.fws.gov/refuge/William_L_Finley/Hunt.html).

(8) **Government Island State Recreation Area** (Multnomah County): Use of rifles, handguns, and shotguns with slugs or buckshot, and bows is prohibited at all times.

(15) **McDonald Forest-Dunn Forest Area** (Benton County): The area is closed to all hunting except during controlled hunts as authorized by the commission

(26) **Willamette River Greenway Corridor**: Hunting is permitted with shotguns or bows and arrows only during authorized season on Willamette River Greenway parcels, except in those parcels where hunting is prohibited.

635-050-0210 Areas Closed to Hunting or Trapping

It is unlawful to hunt or trap furbearing mammals or unprotected mammals on the following areas except as authorized by permit or as provided in section (24) and (25) of this section:

(1) Cemeteries;

(2) City and municipal watersheds declared to be refuges;

(7) Federal refuges;

(9) EE. Wilson Wildlife Area;

(10) Fern Ridge Wildlife Area;

(15) McDonald Forest (Benton County);

(17) National, state and public parks;

(19) Posted refuges and safety zones on Department owned, managed, or controlled areas;

(21) Public campgrounds;

(24) School lands;

(26) St. Louis Ponds;

(30) Department owned, managed, or controlled areas that are primarily available to the public for the purpose of angling or boat access;

(31) Within city boundaries (note, however, that ORS 498.012 allows landowners and their agents to trap for the purpose of dealing with certain types of damage, public nuisance and public

health risk. This authority overrides the restriction on trapping within cities);
(32) Notwithstanding section (31) of this rule, trapping furbearing and unprotected mammals is permitted within incorporated city limits as follows:
...(d) Cottage Grove; applicants must submit written request to the City of Cottage Grove for a trapping permit.

Marine Reserves and Marine Protected Areas

The boundaries of these areas are described in OAR Chapter 141, Division 142.

635-012-0050 Marine Reserve Prohibitions and Allowances

(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.

635-012-0070 General Protected Area Prohibitions and Allowances

(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.

635-012-0110 Cascade Head North Marine Protected Area Prohibitions and Allowances

(1) Except as specified in section (2) below, the following activities are prohibited within the Cascade Head North Marine Protected Area: Take of any fish species.
(2) Notwithstanding the prohibitions in section (1) above, person(s) may:

(a) Commercially or recreationally troll for and take salmon in fisheries authorized specifically for this area by Commission rule.

(b) Commercially or recreationally take crab in fisheries authorized specifically for this area by Commission rule.

(c) Recreationally take groundfish using hook-and-line from private, non-chartered, boats in fisheries authorized specifically for this area by Commission rule.)

635-012-0120 Cascade Head South Marine Protected Area Prohibitions and Allowances
(1) Except as specified in section (2) below, take of all species authorized by general Commission rule for this area is allowed.
(2) The use of net gear to take any fish species is prohibited within the Cascade Head South Marine Protected Area. The use of any appliance or device to attract or aggregate any fish species for the purpose of taking by net gear is prohibited within the Cascade Head South Marine Protected Area, regardless of whether the take by net gear itself occurs within or without the Cascade Head South Marine Protected Area boundary.

635-012-0130 Cascade Head West Marine Protected Area Prohibitions and Allowances
(1) Except as specified in section (2) below, the following activities are prohibited within the Cascade Head West Marine Protected Area: Take of any fish species.
(2) Notwithstanding the prohibitions in section (1) above, person(s) may:

(a) Commercially or recreationally troll for and take salmon in fisheries authorized specifically for this area by Commission rule.

(b) Commercially or recreationally take crab in fisheries authorized specifically for this area by Commission rule.

Other Coastal and Marine Designations of the Territorial Sea Plan

These areas are described in the Annual Fishing Regulations issued by ODFW.

Three Arch Rocks (Oceanside)
Closed to boats within a 500 foot radius around Finley Rock, Middle Rock, Shag Rock, and Seal Rock from May 1 - Sep 15 by authority of the Oregon State Marine Board.

Netarts Bay Shellfish Preserve
No take of clams in posted shellfish preserve, which extends from an east-west line beginning at the mouth of Whiskey Cr to an east-west line 2,700 ft south.

Cape Kiwanda Marine Garden
No take of shellfish and marine invertebrates, except single mussels may be taken for bait.

Located between the sandy beaches on the north and south sides of Cape Kiwanda and includes tide pools, and rocky or sandy beaches between extreme high and low tides. Includes rocky areas abutting the sand beaches on the north and south sides of the headland.