



PORT GAMBLE S'KLALLAM TRIBE
NATURAL RESOURCES DEPARTMENT
31912 Little Boston Rd. NE – Kingston, WA 98346

TO: Port Gamble S'Klallam Tribe
Fish and Shellfish Buyers

From: Christina Charles, Office Manager

Date: June 20, 2023

Subject: 2023-2024 Buyers Agreement

.....

It is time to renew your Buyer's Agreement with the Port Gamble S'Klallam Tribe (PGST) if you are interested in purchasing from Port Gamble S'Klallam tribal members. Please review to familiarize yourself with all the provisions. Buyers who have not completed the agreement by July 16th will not be allowed to purchase from tribal members. **When returning Buyer's Agreement please complete the checklist to ensure a complete packet is submitted to not delay your approval.** Once we approve the Agreement, we will send you copies of your Port Gamble S'Klallam License, which must be displayed in purchasing vehicle/vessel.

****Please note, effective December 2021 the Port Gamble S'Klallam Tribe no longer collects tax from its fishermen. Tax should not be withheld for any species of shellfish or finfish. Geoduck buyers are still required to collect stumpage on geoduck catch only.****

CHECK LIST

- Complete Buyer's Application
 - Completely filled out front page
 - Email
 - Vehicle/Vessel information – **complete description only**
 - Correct species (no clams/oysters/Geoduck without DOH certification)
 - Signed and dated - Page 6
- Copy of Buyers Wholesale license (copy of license or card with date)
- Copy of DOH Certification (renewed July 2023) if purchasing bivalves
DO NOT send without a new certification that expires in 2024
- Appendix A – ONLY if new geoduck buyer
- Check made out to PGST (if not paid online)
 - \$100 for first license (and 1 vehicle)
 - \$25/vehicle if more than one license is needed
- Bond (if applicable)



PORT GAMBLE S'KLALLAM TRIBE
NATURAL RESOURCES DEPARTMENT
31912 Little Boston Rd. NE – Kingston, WA 98346

Online Payment Instructions:

Payments can be made online if preferred. There is a small convenience fee that will be applied. The link to make an online payment is <https://ipn2.paymentus.com/rotp/pgst>.

- Payment type = Fish tax payments-buyers license fee (select Geoduck if you purchase or plan to purchase Geoduck. Otherwise select Fish Buyers License for all other species).
- Account number = Full name of your company

Please contact the office before making a bond payment online.

REMINDERS:

NEW THIS YEAR All commercial purchases of **salmon** require quick reporting. A summary is required to be submitted to the PGST Natural Resources department by 10 am the day following the purchase date. Copies of all fish tickets may be delivered in person or by fax (360-925-3873) to NR in lieu of providing a quick reporting summary. The quick reporting summary for salmon must include: quantity and pounds of chum, coho, and chinook sold by catch area and gear type with the total number of fish tickets included in calculating the summary data for the sale date. Email summary to kaitlyng@pgst.nsn.us or fax to 360-925-3873.

ALL FISH/SHELLFISH BUYERS MUST BE LICENSED WITH THE PORT GAMBLE S'KLALLAM TRIBE. There is a license fee for the first vehicle/vessel of \$100.00 with additional licenses at \$25.00. **A bond is mandatory for all geoduck buyers.** The monetary value of the bond is determined by the amount you plan to purchase. Pay close attention to the Buyers Agreement and Security Requirements. If you have a bond in place already, please check that your bond is on file – no additional bond is needed.

ALL BUYERS MUST FORWARD THE TRIBAL PORTION OF ALL FISH TICKETS BY MAIL TO THE PORT GAMBLE S'KLALLAM TRIBE, WITHIN THREE WORKING DAYS. All buyers are required by the State of Washington to remit tickets in a timely manner. All tickets must be legible and include the date of sale, name of buyer, name of fisher person, number on sellers' card, number of fish, number of pounds, price paid for fish/shellfish, time of sale, correct area, gear code, and on/off reservation.

The Port Gamble S'Klallam Tribe would like to stress the importance of reporting all unsold fish/shellfish in the take-home section of the Treaty Indian Fish Receiving Ticket. **ALL FISH/SHELLFISH CAUGHT MUST BE ACCOUNTED FOR.**

Thank you for abiding by our Tribal Policies and Procedures stated in the Buyer's Agreement. If you have any questions regarding the contract, do not hesitate to contact us immediately.



**PORT GAMBLE S'KLALLAM TRIBE
NATURAL RESOURCES DEPARTMENT
31912 Little Boston Rd. NE – Kingston, WA 98346**

THIS AGREEMENT is made between _____ (Buyer) and The Port Gamble S'Klallam Tribe (PGST) beginning _____ and ending July 15, 2024.

To retain a valid Port Gamble S'Klallam Fish Buyer's License, the Buyer must comply with all terms and conditions of this Agreement, and with applicable tribal, state and federal laws.

A. BUYER INFORMATION

*Business Name _____

Principal Officer _____

*Mailing Address _____ *City _____

*State _____ *Zip Code _____

*Business Phone: (____) _____ [] Cell Phone: (____) _____ []
Please place a check by the phone number which you prefer harvesters to use to contact you.

Email Address _____

How do you want to receive your buyer's license: [] by mail [] by email [] pick up

[] Native American Company Affiliated Tribe _____

*Washington State Buyer's Number: _____ (provide copy of license)

*DOH Shellstock Shipper/Packer Number (required to purchase clams/oysters and/or geoduck):
_____ (provide copy of certification)

*Make, model, color, year and license/registration of each vehicle or tender boat used to purchase:

1. _____
2. _____
3. _____
4. _____

*Species to Purchase

- | | |
|--|--|
| <input type="checkbox"/> Clams / Oysters | <input type="checkbox"/> Salmon |
| <input type="checkbox"/> Geoduck | <input type="checkbox"/> Halibut |
| <input type="checkbox"/> Crab / Shrimp | <input type="checkbox"/> Other (please list) _____ |

* indicates that the field is required. Failure to fill out will hold up approval of the Agreement.

B. FEES AND BONDS

- 1. License fee of \$100.00 (+1 license) \$ 100.00
Plus \$25.00 for each additional license
per vehicle/vessel (\$25.00 X _____) \$ _____
(Port Gamble and Jamestown Tribal Members
are exempt from license fee.)

- 2. Security Requirements (see Appendix A
at the back of the Agreement) \$ _____

- TOTAL PAYMENT due at time of signing Agreement:** \$ _____

- Check if paid online – receipt # _____
- Check if Current Bond is on file.

C. FISH TICKETS

The Buyer will:

- 1. **Completely, legibly, and accurately** fill out the Treaty Indian Fish Receiving Ticket for each purchase of fish and shellfish, including **imprints of the Buyer and fisherman identification cards** clearly showing:

- Fish Buyer Identification Card Number
- Fisherman’s Identification Card Number
- Fisherman’s Signature
- Date
- Correct Area and Sub Area
- Gear Code
- Species
- Number of Fish/Shellfish Per Species (where applicable)
- Total Pounds/Dozen Per Species
- Price Paid for Fish/Shellfish
- Sub-Total/Gross Sales Values
- Geoduck Stumpage (where applicable)
- Total (Net) Sales Value
- Take-home Fish/Shellfish

- 2. All tickets need to be fully and correctly calculated.

- 3. If a fisherman has a current Temporary Permit, the fisherman’s name, permit number and expiration date must be written on the ticket by the Buyer.

4. The tribal copy of the Treaty Indian Fish Receiving Ticket must be received by Port Gamble within three working days following harvest. When immediate harvest data analysis is needed, the Natural Resource Department will give notice to Buyers and require Buyers to deliver or fax tickets to its office one day following harvest.
5. Provide necessary harvest management statistics derived from the fish tickets, i.e., total catch by species, area date and total fish tickets used to make calculations, requested by the Port Gamble Natural Resources Office in season.
6. All commercial purchases of **salmon** require quick reporting. A summary is required to be submitted to the PGST Natural Resources department by 10 am the day following the purchase date. Copies of all fish tickets may be delivered in person or by fax (360-925-3873) to NR in lieu of providing a quick reporting summary. The quick reporting summary for salmon must include: quantity and pounds of chum, coho, and chinook sold by catch area and gear type with the total number of fish tickets included in calculating the summary data for the sale date. Email summary to kaitlyng@pgst.nsn.us or fax to 360-925-3873.

D. STUMPAGE REQUIREMENTS

1. A bond is mandatory for all geoduck Buyers. All geoduck Buyers must withhold stumpage and present a separate check to the boat owner made out to PGST for the taxes/stumpage owed at the time of purchase.

E. SHELLFISH SANITATION REQUIREMENTS

The Buyer will:

1. Only purchase bivalves (clams, oyster, or geoduck) with a **valid** Washington State Department of Health (DOH) Shellstock Shipper or Shellstock Packer Certificate in their possession and will comply with all the requirements of that Certificate.
2. Purchase only bivalves delivered with an attached PGST shellfish bag tag completely filled out by the harvester.
3. Comply with all *Vibrio* requirements placed on bivalve harvest either by DOH or PGST.

F. GENERAL PROVISIONS

1. The Buyer shall purchase no fish or shellfish products from PGST tribal members unless the seller has a current PGST Fishing Identification Card validated for the current season, and knowledge that the harvest was taken legally under the laws and regulations of PGST or Point No Point Treaty Council.
2. All licensed Buyers shall allow the PGST Natural Resources Department access to all Port Gamble S'Klallam tribal fish and shellfish purchased to inspect, sample, segregate and gather data and biological material from (e.g. snouts, fish scales, tissue samples) for fisheries management purposes.

3. Where permissible, buyers longlining clams and/or oysters must remove all bagged shellstock from public tidelands within 24-hours following the close of a fishery. Bagged shellstock that remains on a tideland for more than 72-hours following the close of a fishery will be considered abandoned and may be confiscated or returned to the tideland.

4. Please forward the tribal copy of fish tickets within 3 days to:
**Port Gamble S’Klallam Tribe
Natural Resources Department
Attention: Kaitlyn Gutierrez
31912 Little Boston Rd NE
Kingston, WA 98346**

G. ADMINISTRATIVE PENALTIES

1. Buyer agrees to promptly pay within 10 days of official notification of a failure to comply with the provisions listed above:
 - a. For each ticket not correctly filled.
 - i. Fine of \$10.00 per offense for the first ten offenses
 - ii. Fine of \$25.00 per offense thereafter:
 - b. For each ticket not received at NWIFC within 3 days of harvest.
 - i. Fine of \$10.00 for each ticket
 - ii. An additional \$10.00 for each day a ticket is late

2. Buyer agrees that if Buyer’s check issued to PGST or one of its tribal members is returned due to the Buyer’s account having Non-Sufficient Funds (NSF):
 - a. Payment of the NSF fee and the amount of check will be paid in full.
 - b. A bond will be required at the rate listed in Appendix A, Section III prior to being able to purchase from the Tribe or PGST tribal members in the future.

H. REVOCATION

1. Buyer agrees that any failure to comply with the following shall result in Revocation of the Buyer’s License:
 - a. All provisions listed in this Buyer’s Agreement
 - b. All laws, ordinances, and regulations of the Port Gamble S’Klallam Tribe.
 - c. Applicable Federal Law, including the Sherman Antitrust Act.
 - d. All orders of the Port Gamble S’Klallam Tribal Court or any other applicable court order (s).

2. If the Buyer fails to comply with the Buyer’s Agreement the following actions shall be taken:
 - a. Written Notices: If a Buyer is not in compliance with the Buyer’s Agreement, a written warning will be sent to the Buyer at the address listed. Warning will state the violation of the rules or procedures which has occurred and means by which problem can be corrected. The Buyer will be given 10 days to correct the problem.
 - b. Buyers License Revocation: If corrective action is not taken or if a similar violation occurs again, the Shellfish/Fish Manager shall notify the Buyer either by registered mail (return receipt requested) or in person, by an authorized agent of the PGST (receipt requested). Buyer agrees to immediately surrender the Buyer’s License upon such notification of revocation.

3. Buyer agrees to cease completely the purchase of any fish or shellfish from members of the Port Gamble S'Klallam Tribe upon receipt of revocation by the Tribe delivered to the business address provided by the Buyer in this Agreement.

I. LICENSE

1. PGST shall issue to Buyer# _____, ____ Buyer License(s), with authorization for purchase of
 - [] fish and shellfish except bivalves (clams, oyster or geoduck), or
 - [] fish and shellfish including clams and oysters but excluding geoduck, or
 - [] fish and shellfish including clams oysters and geoduck.
2. Buyer agrees the current License shall be displayed in each vehicle. Licenses are not transferable between vehicles/vessels.
3. Buyer agrees that this license expires on July 15, 20234, unless revoked earlier.
4. Buyer agrees to have scales certified by the State Department of Agriculture.
5. The Tribe does not waive Sovereign Immunity. However, in the event of litigation to enforce this Agreement, Buyer agrees that if the Tribe is the prevailing party, it shall recover reasonable attorney fees and all costs and expenses incurred in connection with such litigation.
6. Buyer consents to the jurisdiction of the Port Gamble S'Klallam Tribal Court for any action arising from or concerning this Agreement, and to registration of any judgment of the Port Gamble S'Klallam Tribal Court in any other competent jurisdiction for purposes of enforcement.

J. TRANSFER BREACH MERGER

1. Buyer agrees that the License granted by this Agreement is not transferable to any other business or person and is granted solely to the Buyer named above.
2. Buyer agrees that:
 - a. Non-compliance with any term or condition of this Agreement, or applicable law, may be forgiven or waived only by written Agreement of the parties.
 - b. Acceptance by PGST of any payment during the continuance of any non-compliance by Buyer shall not constitute forgiveness or waiver of non-compliance by Buyer.
 - c. Failure of PGST to insist upon strict performance of this Agreement shall not constitute forgiveness or waiver of non-compliance by Buyer.

K. CERTIFICATION

The parties to this Agreement are the undersigned Buyer and the Port Gamble S’Klallam Tribe. By the signature of the Fisheries Manager, the Port Gamble S’Klallam Tribe hereby grants to the Buyer, a Buyer’s License pursuant to the Port Gamble S’Klallam Fishing Code, Title 17, for the 2023- 2024 season.

In consideration for the granting of the Buyers License, the undersigned Buyer agrees that he/she agrees to abide by the terms, conditions, and requirements set out therein and failure may result in assessment of fines and the suspension or revocation of this license. The Buyer swears that the above information contained in Sections A through B and the attached appendices is true and correct:

Dated this _____ day of _____, 20__

Signature: _____
(Buyer)

Signature: _____
(Port Gamble S’Klallam Tribe Fisheries Manager)

For Fisheries Office use only:

- | | |
|-------------------------------------|------------------------------------|
| 1. Date application received: _____ | Date accepted: _____ |
| 2. Proof of bond? _____ | 3. Paid license fee? _____ |
| 4. Copy fo Wa License? _____ | 5. Copy of DOH Certification _____ |

APPENDIX A: SECURITY REQUIREMENTS

All Geoduck Buyer must provide a security requirement. "Security Requirements" as referred to in this document refers to one of the following:

- a. Cash or money order paid to PGST
- b. A surety bond naming PGST as the obligee and expiring no earlier than July 15 of the following year.

The security requirements stated in the following sections are minimum amounts only and may be adjusted upward at the discretion of the Office Manager.

I. NEW BUYERS AND BUYERS IN GOOD STANDING

This section pertains to new and existing Buyers who will withhold stumpage from Port Gamble S'Klallam Tribe members and currently have no payments.

Estimated Annual Volume \$ _____ Initial: _____

Type and amount of current Bond \$ _____

Estimated Annual Volume	Security Required
Less than \$50,000	\$ 5,000
\$50,000 to \$150,000	\$ 10,000
Greater than \$150,000	\$ 15,000

Purchasing in excess of estimated annual volume without increasing the security amount will result in license revocation.

III. OTHER BUYERS

This section pertains to Buyers who do not fall into either of the two above categories.

Pervious Years Volume \$ _____ Initial: _____

Previous Years Volume	Security Required
Less than \$50,000	\$ 7,500
\$50,000 to \$150,000	\$ 12,500
Greater than \$150,000	\$ 20,000