

SUMMARY OF GRAND RONDE POSITION ON A HUNTING & FISHING AGREEMENT
WITH OREGON DEPARTMENT OF FISH AND WILDLIFE

1. To avoid misunderstandings, controversy and delay, the Confederated Tribes of the Grand Ronde Community specifically provided that the Grand Ronde Restoration Act would be entirely neutral on Grand Ronde hunting, fishing, and gathering rights.
2. As the Grand Ronde Restoration Act provided, and as was supported by the State of Oregon, the Grand Ronde Restoration Act provided a process for the creation of a Grand Ronde Indian Reservation.
3. The Grand Ronde Tribe intended that the bill creating a Grand Ronde Reservation would also be neutral on Grand Ronde hunting, fishing, and gathering rights.
4. Public comments on the Reservation Plan revealed that, with the single exception of the Oregon Department of Fish and Wildlife, the State of Oregon was prepared to support the creation of a Reservation as is described in the plan.
5. Because of concern that, after the establishment of a Reservation, the Tribe might litigate successfully to establish such rights, and said litigation would be time consuming and costly, ODFW asked the Tribe to negotiate a hunting and fishing agreement to permanently limit Grand

Ronde hunting, fishing, and gathering practices.

6. To gain the complete and undivided support of the State of Oregon for the Reservation Plan, the Tribe agreed to negotiate.
7. Throughout the course of negotiations it was understood by both parties that the agreement was to be limited in scope to those matters which could have been resolved if hunting, fishing, and gathering issues had been litigated.
8. In addition, the Siletz hunting and fishing agreements was persistently used by representatives of ODFW as the measure by which appropriate terms of the agreement would be judged. On occasions during which the tribe proposed approaches consistent with Grand Ronde culture and wishes, such proposals were often found unsuitable by ODFW because they were a departure from the Siletz agreement.
9. The Grand Ronde Tribe is necessarily sensitive about the agreement since, while the Siletz agreement has worked to the benefit of Oregon, the Siletz Tribe, and the public, the Siletz Tribe has and continues to draw the scorn and criticism of other Indian Tribes for having "negotiated away treaty rights" other Tribes have fought long and bitterly to keep.

10. Though the Grand Ronde Tribe negotiated to have the proposed agreement shaped to be less subject to such criticism, the proposed agreement ultimately became nearly identical to the Siletz agreement.
11. When negotiations between the Tribe, ODFW, and the United States were completed, a draft agreement and summary thereof was circulated for public comment and a public hearing was held.
12. Since the agreement stated the Tribe's intent to keep the Reservation open to the public for hunting and fishing purposes, and since the Tribe agreed to consult with ODFW before closing access, there was little concern expressed on the public record in regard to access.
13. Nevertheless, members of the Commission, despite being advised that delay is very costly to the Tribe, have held up their approval of the agreement unless the Tribe agrees to an amendment.
14. The proposed amendment does not involve hunting and fishing rights, was never discussed during negotiations, received no significant public comment, is far beyond the scope of the Siletz agreement, is an intrusion far beyond any restriction forced on other land owners in Oregon, is inconsistent with established law, and is bound to subject the Tribe to far

more criticism from other Indian Tribes as well as tribal members than was experienced by the Siletz Tribal Council.

In addition, the U.S. has made the following points to the ODFW Commission:

15. The proposed amendment is an unnecessary and unwarranted limitation on the rights of the Tribe as a private landowner.
16. The proposed amendment constrains the Tribe's right as a landowner to control or regulate access to its land.
17. The Tribe's intention to leave the Reservation open for hunting and fishing is already expressed and the Tribe cannot be required to do so as a matter of law and should not be asked to do so in this agreement.
18. As title holder and as trustee the United States (Bureau of Indian Affairs) cannot through the provisions of this agreement waive the federal government's authority to manage the trust property, including the regulation of access to and use of the property by non-tribal members.
19. Deletion will allow tribal landowners the same rights owners of off-reservation land have in controlling access to their lands.

20. There are no access problems at Siletz without the proposed language.

CONCLUSION

21. The hunting and fishing agreement between the Grand Ronde Tribe, the United States, and the State of Oregon is blocked by the untimely and inappropriate insertion of new language into the agreement by the ODFW Commission. Resultant delays have worked a great hardship on the Tribe in its political processes. The dialogue between the Commission, the United States, and the Tribe needs to be elevated to a government to government basis.
22. The proposed language is an unnecessary affront to settled concepts of tribal self-determination.
23. The single sentence holding up an agreement is ... "Any limitations on access to such reservation for hunting and fishing shall apply equally to members of the Tribe and members of the public."