Exhibit C

Public Correspondence Received as of July 20, 2023

(Including Correspondence from June 16, 2023 Commission Meeting)
July 18, 2023

Via electronic delivery: curt.Melcher@odfw.oregon.gov

Curtis E. Melcher, Director
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97302

Re: Government-to-Government Consultation on Proposed Management Agreement Between the Confederated Tribes of the Grand Ronde Community of Oregon and the Oregon Department of Fish and Wildlife

Dear Director Melcher:

On May 4, 2023, you wrote to the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”), offering Government-to-Government consultation on a proposed Management Agreement between the Confederated Tribes of the Grand Ronde Community of Oregon (“CTGR”) and the Oregon Department of Fish and Wildlife (“ODFW”) for hunting, fishing, trapping and gathering activities. This was the first notice the CTUIR had from the State of Oregon about the existence of the proposed Agreement or its negotiation. By letter dated May 22, 2023, the CTUIR Board of Trustees accepted the offer of consultation. That letter set forth many of the CTUIR’s concerns with the proposed Agreement.

On June 2, 2023, our staffs had the first consultation meeting on the proposed Agreement. Staff meetings are the first level of government-to-government consultation. At the conclusion of that meeting, ODFW stated it would raise our concerns with CTGR and then respond to the CTUIR. The proposed Agreement was subsequently removed from the June 16, 2023, ODFW Commission meeting agenda. Based on ODFW comments at the June 16 hearing, however, we understand that the proposed Agreement will be on the August 4th ODFW Commission agenda.

We would like to continue our government-to-government consultation on the proposed Agreement. To facilitate the consultation, we enclose a revised draft of the proposed Agreement with revisions intended to minimize potential conflicts with the CTUIR’s Treaty reserved rights and other interests in the lower Columbia and Willamette River area. The proposed revisions are similar to those proposed by the Confederated Tribes of the Warm Springs Reservation of Oregon and are as follows:

a) Section 1: Insertion of a provision that clarifies that all of CTGR’s hunting, fishing, trapping, and gathering rights in the proposed Agreement would derive solely from the State.
b) Section 3.h.: Revise the tribal coordination provisions to include agreements entered into before this proposed Agreement, and that may not have a provision similar to Section 3.h. The intent is to ensure that there will be coordination with all appropriate tribes.
c) **Section 5.a.:** Revise the geographic scope to remove the Willamette and Santiam Wildlife Management Units from the proposed Agreement. We suggest this revision because CTGR disputes the existence of treaty-reserved rights at locations in these units, including, but not limited to, our treaty-reserved fishing rights in the lower Columbia River, at Willamette Falls, and in the Sandy River, and we have had conflicts in the past.

d) **Section 5.b.:** Clarification of areas that should be excluded from the geographic area of the MOA. The section is modeled after similar provisions in the agreement recently negotiated between the Siletz Tribe and ODFW.

e) **Sections 8.b. – d.:** These suggested new provisions are taken from S. 1287, which proposes to amend the Grand Ronde Reservation Act to address hunting, fishing, trapping, and animal gathering activities of CTGR.

Thank you in advance for your prompt attention to this matter. Please contact our Deputy Executive Director, Jonetta Herrera, at [JonettaHerrera@ctuir.org](mailto:JonettaHerrera@ctuir.org), or our Department of Natural Resources Inter-Governmental Affairs Manager, Audie Huber, at [AudieHuber@ctuir.org](mailto:AudieHuber@ctuir.org), to schedule our next consultation meeting.

Sincerely,

N. Kathryn Brigham, Chair
Board of Trustees

Enclosure

cc: The Honorable Tina Kotek
Oregon Fish and Wildlife Commission
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.
All of the Tribe’s hunting, fishing, trapping, and gathering rights set forth in this Agreement derive solely from the authority of the State.

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. 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. **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.

e. **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.

f. **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.
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 harvesting 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, or has entered, 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, and 17 (Stott Mountain), and 16 (Santiam) excluding any area on the Columbia River upriver of Bonneville Dam.

ii. All lands in Oregon owned in fee by Grand Ronde.

iii. Where applicable, the Marine Zone adjacent to the aforementioned geographic area.
b. Geographic Areas excluded from this Agreement and any future amendments of this Agreement.

i. Any property held in trust for another federally-recognized Indian tribe within the geographic areas described in subsection (a) of this Section.

ii. Any property held in fee by another federally-recognized Indian tribe within the geographic areas described in subsection (a) of this Section.

iii. The mainstem Columbia River, the Willamette River from its mouth to the top of Willamette Falls, and the Sandy River.

c. 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.

d. 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 the 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
Oregon 97302

**For the Tribe:**
Cheryle Kennedy, Chairwoman
Confederated Tribes of Grand Ronde
9615 Grand Ronde Road Salem,
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**

a. 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.

b. The Parties acknowledge and agree that nothing in this Agreement: (a) purports to affirm, recognize, establish, expand, adjudicate, waive, limit, abrogate, or otherwise affect the ancestral, aboriginal, treaty, statutory,
equitable, or other applicable rights of the Tribe or any other Indian tribe;
(b) limits the State from entering into separate agreements with other
Indian tribes that address the authority to take species within the
geographic scope of the Agreement; or (c) may be used in a civil or
criminal action in a court of competent jurisdiction to enlarge, confirm,
adjudicate, affect, or modify any treaty or other right of an Indian tribe.

c. This Agreement does not supersede, or otherwise affect in any way, any
agreement that the State has entered into with other tribes regarding the
management or take of fish and wildlife within all or part of the
geographic scope of this Agreement.

d. This Agreement does not provide the Tribe with any exclusive or primary
rights to take fish or wildlife outside the exterior boundaries of the Grand
Ronde Reservation.

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.

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 ___ day of ____, 2023.

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

Confederated Tribes of Grand Ronde:

__________________________  ____________________________
Curt Melcher               Cheryle A. Kennedy
Director                   Tribal Council Chairwoman
July 18, 2023

Via electronic delivery: Stacia.Martin@grandronde.org

The Honorable Cheryle A. Kennedy
The Confederated Tribes of Grand Ronde
9615 Grand Ronde Road
Grand Ronde, OR 97347

Re: Proposed Draft Management Agreement for Off-Reservation and Non-Trust Land Hunting, Fishing, and Trapping Between the Confederated Tribes of the Grand Ronde Community of Oregon and the Oregon Department of Fish and Wildlife

Dear Chair Kennedy:

On behalf of the Board of Trustees ("BOT") for the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR"), I write in response to your June 29, 2023 letter regarding the proposed Management Agreement (Agreement) that the Confederated Tribes of the Grand Ronde Community of Oregon ("CTGR") negotiated with the Oregon Department of Fish and Wildlife ("ODFW"). As we believe the CTGR knows, the CTUIR is currently engaged in Government-to-Government consultation with ODFW pursuant to ODFW's May 4, 2023 letter offering consultation on the draft Agreement.

We understand that the CTGR has a copy of our May 22, 2023 letter to ODFW setting out our initial concerns with the Agreement, but we attach it again here. If the CTGR Tribal Council would like a meeting with the CTUIR Board of Trustees to discuss our concerns in parallel to the CTUIR-ODFW consultation, we can arrange such a meeting. We can also discuss whether a multi-sovereign consultation, similar to that proposed by the Confederated Tribes of the Warm Springs Reservation of Oregon, is appropriate at this stage.

Finally, we note that the CTGR’s outreach to the CTUIR comes very late in the process. Other tribes negotiating similar agreements with ODFW consulted with other tribes with rights or interests in the geographic areas under consideration prior to and during negotiations with ODFW. Similarly, while the CTGR did hastily schedule two webinars after the Agreement was negotiated, noticed to the Secretary of State, and other tribes starting voicing objections, neither of them was substantive or discussed the provisions of the Agreement as they each were less than ten minutes long.

Please contact me if you have any questions. If the CTGR would like to schedule a Council-to-Council meeting, please contact our Deputy Executive Director, Jonetta Herrera, at
JonettaHerrera@ctuir.org, or our Inter-Governmental Affairs Manager, Audie Huber, at AudieHuber@ctuir.org.

Sincerely,

N. Kathryn Brigham
Chair
Board of Trustees

Enclosure

cc: The Honorable Governor Tina Kotek
Mr. Curt Melcher, Director, ODFW
Oregon Fish and Wildlife Commission
June 15, 2023

ODFW Commission
Director Curt Melcher
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

SENT VIA EMAIL

RE: Confederated Tribes of Grand Ronde Hunting and Fishing Agreement

Dear Commission Members,

The Yamhill County Board of Commissioners supports the proposed agreement for hunting, fishing, and trapping between ODFW and the Confederated Tribes of Grand Ronde (CTGR) and associated OAR.

Yamhill County and CTGR have long enjoyed a cooperative working relationship. The Board recognizes Grand Ronde’s sovereignty and honors the co-management partnership that exists between the Tribe and the State of Oregon.

Sincerely,

Lindsay Berschauer  
Chair

Kit Johnston  
Vice-Chair

Mary Starrett  
Commissioner

cc: Stacia.Martin@grandronde.org
Wed, June 14th, 2023

Oregon Fish and Wildlife Commission
Director Curt Melcher
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

SENT VIA EMAIL

Re: Grand Ronde Tribe Hunting and Fishing Memorandum of Agreement

I write today as a farmer on the ancestral land of the Confederated Tribes of Grand Ronde and as a former Yamhill County Commissioner. Yamhill County overlaps with the current reservation lands of the tribe. I support the proposed agreement with the Oregon Department of Fish and Wildlife for hunting and fishing by the Grand Ronde tribe.

I am grateful for the efforts of the Oregon Department of Fish and Wildlife to recognize the hunting and fishing rights of Tribes in general and to develop specific co-management agreements of natural resources by both Tribal and State governments. The Confederated Tribes of Grand Ronde, like other tribes in the Pacific Northwest, maintained relationships with the native fish and land animals since time immemorial, and I support Tribal and State agencies working on a government-to-government basis to manage fish and wildlife to ensure that there are healthy and harvestable levels of resources across the State.

Thank you for your time and attention to this critical matter.

Respectfully,

[Signature]

Casey Kulla
Farmer, Oakhill Organics
Former Yamhill County Commissioner
Forest Ecologist
June 14, 2023

ODFW Commission
Director Curt Melcher
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

SENT VIA EMAIL

RE: Confederated Tribes of Grand Ronde Hunting and Fishing Agreement

Dear Commission Members and Director Melcher:

This letter is submitted on behalf of the Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians ("CTCLUSI") on the proposed agreement for hunting, fishing, and trapping with the Confederated Tribes of Grand Ronde.

CTCLUSI strongly supports efforts of the State to recognize the hunting and fishing rights of Tribes and to develop co-management agreements for cooperative management of natural resources that are interest to both Tribal and State governments. It is critical that both Tribal and State agencies work on a government-to-government basis to manage fish and wildlife to ensure that there are healthy and harvestable levels of resources across the State. This agreement is a good example of how these efforts can be implemented.

Accordingly, CTCLUSI supports without reservation the proposed Confederated Tribes of Grand Ronde agreement.

We appreciate your consideration of this letter.

Sincerely,

[Signature]

Brad Kneaper, Chair
Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians

cc: Stacia Hernandez, Confederated Tribes of Grand Ronde Tribal Council
    Davia Palmeri, ODFW
You don’t often get email from marcus@yakamanation-olc.org. Learn why this is important.

Please find attached Yakama Nation’s comment letter submitted to the Commission, re: Changes to OAR Chapter 635 - Cooperative Management Agreement for Hunting, Fishing, Trapping, and Gathering by Confederated Tribes of Grand Ronde.

Because of inherent concerns with the rule making process and also the substance of the proposed Cooperative Management Agreement, the Yakama Nation urges the Commission to remove the item from its upcoming June 16, 2023 agenda.

If you have any questions or wish to schedule a follow up meeting, please do not hesitate to contact the Yakama Nation.

Marcus Shirzad, Senior Attorney

Yakama Nation Office of Legal Counsel | P.O. Box 150, Toppenish, WA 98948
Tel: 509.865.7268, Ext. 6077 | Cel: 509.823.9288 | Fax: 509.865.4713 | marcus@yakamanation-olc.org

Confidentiality Notice: This message is being sent by or on behalf of a lawyer. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.
Sent via USPS and Email:

Ms. Mary Wahl, Chair
The Oregon Fish and Wildlife Commission
4034 Fairview Industrial Drive SE
Salem, OR 97302
Email: ODFW.Commission@odfw.oregon.gov

Subject: Comment – Changes to OAR Chapter 635, re: Cooperative Management Agreement for Hunting, Fishing, Trapping, and Gathering by Confederated Tribes of Grand Ronde

Dear Chair Wahl:

I write on behalf of the Confederated Tribes and Bands of the Yakama Nation ("Yakama Nation") to express our opposition for proposed changes to OAR Chapter 635, which would adopt a Cooperative Management Agreement (the "Agreement") between the Confederated Tribes of the Grand Ronde ("Grand Ronde") and the Oregon Department of Fish and Wildlife ("ODFW")

As proposed, the Agreement describes how the Grand Ronde and its members will hunt, fish, trap, and gather species over which ODFW has management authority within a broad, ill-defined geographic area labeled as 'non-trust' and 'off-reservation' lands and waters. The proposed Agreement also establishes a procedure for ceremonial and subsistence harvest of the State managed fish and wildlife populations within the broad, ill-defined geographic area by the Grand Ronde's members.

Because of inherent concerns with the rulemaking process and also the substance of the proposed Agreement, the Yakama Nation urges the Commission to remove the item from its upcoming June 16, 2023 agenda.

First, as a fundamental matter, the Yakama Nation has concern that it did not receive direct notice of this proposed rulemaking from ODFW. This expectation is not unreasonable; nor is the belief that ODFW should have first engaged in consultation with the Yakama Nation before advocating for the Agreement's adoption. For over a century, the courts have affirmed time and time again that the State of Oregon must consider and give deference to the rights reserved by the 1855 Treaty with the Yakamas (12 Stat. 951). In 1919, in the case of Seufert Brothers Co. v. United States, 249 U.S. 194, the United States Supreme Court clarified that the Yakama Nation's Treaty rights were not geographically limited to the State of Washington; rather, they extended to and applied equally the State of Oregon, "imposing [a] servitude upon the Oregon soil". A half-century later, the State of Oregon required a reminder of the deference it owes to the Yakama Nation. In 1968, Sohappy v. Smith, 302 F. Supp. 899, challenged the State of Oregon's attempts to regulate off-reservation fishing against Yakama Nation members. Today, this case is known as U.S. v. Oregon, 666 F.Supp. 1461, which affirmed that the Yakama Nation and its brother and sister Treaty tribes – the Umatilla, Warm Springs, and Nez Perce – must be guaranteed a "fair and equitable share" of the Columbia River Basin fisheries. U.S. v. Oregon has not gone away. Today it mandates that we work together as equal co-managers of our shared fishery resource. Rightfully then, when ODFW proposes rulemaking that will have an effect on fisheries that we co-manage together, it is reasonable to expect that ODFW
YAKAMA NATION COMMENT - CHANGES TO OAR CHAPTER 635, RE: COOPERATIVE MANAGEMENT AGREEMENT FOR HUNTING, FISHING, TRAPPING, AND GATHERING BY CONFEDERATED TRIBES OF GRAND RONDE

will consult with the Yakama Nation before drafting rules and holding hearings that impact management of the Columbia River Basin fisheries.

Second, the Yakama Nation finds the Agreement – if adopted as presently proposed – jeopardizes not only our past decades of co-management efforts, but more importantly, it will frustrate and interfere with the Yakama Nation's exercise of its Treaty rights. Here, much has already been said. The Yakama Nation stands in strong agreement with the written statements submitted by our brothers and sisters from Umatilla and Warm Springs. Their respective comment letters are attached and we ask they be given significant weight. The concerns stated in those letters regarding the proposed Agreement are equally shared by the Yakama Nation and we therefore adopt and incorporate those into this comment letter.

As requested above, the Yakama Nation urges the Commission to remove the item from its upcoming June 16, 2023 agenda. This should be immediately followed by an ODFW invitation to the Yakama Nation to develop government-to-government consultation protocols to ensure matters such as the proposed Agreement do not move forward without advance notice to the Yakama Nation and opportunity to hear and address the Yakama Nation's opinions on matters affecting our Treaty rights.

In the event the proposed matter is brought forward for discussion in the future, the Yakama Nation encourages the Commission to request and include for public review a legal opinion from the Oregon Department of Justice speaking on no less than the following items: (1) what are the scope and limitations of ODFW's authority to delegate its fish and wildlife management responsibilities over 'non-trust' and 'off-reservation' lands and waters; (2) do the terms of the proposed Agreement violate the November 29, 1986 Consent Decree between the State of Oregon and Grand Ronde; (3) does the geographic scope of the proposed Agreement have any rational basis for being defined by a set of specious criteria that diverges greatly from similar cooperative management agreements; (4) does the geographic scope of the proposed Agreement create the potential for interference with areas where the Yakama Nation and its brother and sister Treaty Tribes exercise their federally affirmed rights; and (5) is the Grand Ronde the successor in interest to any Treaty affirmed as binding today upon the United States that demands deference by the State of Oregon.

The Yakama Nation greatly appreciates the Commission's review of these comments, and hope these are given considerable weight during the Commission's deliberative process.

Sincerely,

Gerald Lewis, Chairman
Yakama Tribal Council

Encl: (2)

Cc: Curt Melcher, Director
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302
Email: Curt.Melcher@state.or.us

Roxann Borisch, Rules Coordinator
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302
Email: roxann.b.borisch@odfw.oregon.gov

Post Office Box 151, 401 Fort Road, Toppenish, WA 98948 (509) 865 5121
Good Afternoon Chair Wahl,

Please find attached the support letter from the Cow Creek Band of Umpqua Tribe of Indians. We are in support of the proposed Memorandum of Agreement for Off-Reservation and Non-Trust Land Hunting, Fishing, Trapping and Gathering with the Confederated Tribes of Grand Ronde.

Kind regards,

Vanessa Pence | Executive Assistant to the Tribal Board of Directors
Cow Creek Band of Umpqua Tribe of Indians
vpence@cowcreek-nsn.gov
2371 NE Stephens St., Roseburg, OR. 97470
www.cowcreek-nsn.gov
Office: (541) 677-5528 | Cell: (541) 673-7726

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June 14, 2023

Sent Via Electronic Mail to odfw.commission@odfw.oregon.gov

ODFW Commission
Attn: Mary Wahl, Chair
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

Re: Proposed Memorandum of Agreement for Off-Reservation and Non-Trust Land Hunting, Fishing, Trapping and Gathering with the Confederated Tribes of Grand Ronde ("Grand Ronde MOA")

Dear Chair Wahl:

I write on behalf of the Cow Creek Band of Umpqua Tribe of Indians ("Tribe"). The Tribe supports the Grand Ronde MOA and associated OAR.

The Cow Creek and Grand Ronde Tribes have a long record of collaboration on multiple matters, including natural resources. Grand Ronde has committed to work together on issues of mutual concern affecting hunting and fishing in western Oregon. Over the years, Grand Ronde has been an excellent partner and we anticipate that the proposed MOA will benefit all Oregonians and help facilitate Tribal self-governance.

We urge you to approve this MOA.

Sincerely,

[Signature]
Chair Carla Kene
Cow Creek Band of Umpqua Tribe of Indians

Cc: Cheryle.Kennedy@grandronde.org
curt.melcher@odfw.oregon
Rob.Greene@grandronde.org
June 13, 2023

ODFW Commission
Director Curt Melcher
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

RE: Confederated Tribes of the Grand Ronde Hunting and Fishing Agreement

Honorable Commission Members and Director Melcher:

This letter is submitted on behalf of the City of Wood Village regarding the proposed agreement for hunting and fishing by the Confederated Tribes of the Grand Ronde. The City strongly supports efforts to increase opportunities for Tribal Members to harvest fish and wildlife resources consistent with Tribal values and traditions as they have been since time immemorial. The City’s relationship with the Confederated Tribes of the Grand Ronde has allowed us to learn about the hardships, travesties, and injustices that were done to Tribal members during termination, and the long-term impacts that remain today. The City supports and encourages the State to recognize the hunting and fishing rights of all Tribes, and to develop co-management agreements for cooperative management of natural resources that are of interest to both Tribal and State governments. It is critical that both Tribal and State agencies work together to manage fish and wildlife to ensure that there are healthy and harvestable levels of resources across the State. This agreement is a good example of how these efforts can be implemented, which would further restore Tribal values, traditions, and needs.

We appreciate your consideration of this letter.

Sincerely,

[Signature]
John C. Miner: Mayor
City of Wood Village

cc: Stacia Hernandez: Chief of Staff - Confederated Tribes of Grand Ronde Tribal Council
Tuesday, June 13, 2023

Oregon Fish and Wildlife Commission
ODFW Director Curt Melcher
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, OR 97302

Re: Support for the Confederated Tribes of Grand Ronde Hunting and Fishing Agreements

Dear Commissioners and Director Melcher:

On behalf of the Grand Ronde Health and Wellness Center, and as a Grand Ronde Tribal member, I offer complete support to the adoption and approval of the Confederated Tribes of Grand Ronde’s Memorandum of Agreement with the Oregon Department of Fish and Wildlife.

By not having access to first foods, the health and well-being of Grand Ronde Tribal members is detrimentally affected both physically and spiritually. As the Tribe builds up public health programming to increase wellness and connection to our ancestral ways of life, it is essential to have access to the wild game and fisheries for subsistence and ceremonial gatherings. The nourishment from the collection of these wild game and fisheries is an honor for our people and can nourish many of our Tribal members who have health disparities.

Implementing these agreements will advance Tribal member health and wellness through healing of our bodies and spirits, through access to Tribally managed fish and wildlife throughout our historical homelands.

Grand Ronde Health and Wellness Center wholeheartedly supports the request from Confederated Tribes of Grand Ronde to the Oregon Fish and Wildlife Commission to adopt the draft hunting and fishing Memorandum of Agreement.

Sincerely,

Kelly Rowe, MBA
Executive Director Health Services
Tribal Member - Confederated Tribes of Grand Ronde
June 5, 2023

VIA E-MAIL: CURT.MELCHER@ODFW.OREGON.GOV

Curtis E. Melcher
Director
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97302

Re: Draft Cooperative Management Agreement with the Confederated Tribes for the Grand Ronde Community of Oregon

Dear Director Melcher:

The Confederated Tribes of the Warm Springs Reservation of Oregon ("CTWS" or "Tribe") is in receipt of your May 4, 2023 letter offering to consult with us regarding the draft Cooperative Management Agreement ("draft Agreement") between and among the Oregon Department of Fish and Wildlife ("ODFW") and the Confederated Tribes of the Grand Ronde Community of Oregon ("CTGR"). Notwithstanding the fact that we received your letter after the Notice of Proposed Rulemaking for the draft Agreement was filed with the Secretary of State on April 25, 2023, on behalf of the CTWS Tribal Council, I accept your consultation offer. I also write to express our strong opposition to the draft Agreement. I urge ODFW not to bring the current form of the draft Agreement to the Oregon Fish and Wildlife Commission ("Commission") for all of the reasons discussed in this letter.

CTWS is the legal successor-in-interest to the Indian signatories of the Treaty with the Tribes of Middle Oregon, dated June 25, 1855, 12 Stat. 963 ("1855 Treaty"), which reserves sovereign rights in the waters, lands, fish, and wildlife in the Pacific Northwest, including the Columbia River basin and its tributaries such as the Willamette River. In our 1855 Treaty, we reserved the right for our members to take fish at all usual and accustomed areas as our people have done since time immemorial. We also have treaty-reserved rights to hunt and gather cultural foods throughout our aboriginal lands. The water, fish, game, roots and berries are integral components of our lives, longhouse ceremonies and feasts.

The Supreme Court of the United States has repeatedly recognized the significance of our treaty right to take fish at off-reservation usual and accustomed places, holding that the right is "not much less necessary to the existence of the Indians than the atmosphere they breathed." Washington v. Washington State Comm'l Pass. Fishing Vessel, 443 U.S. 658, 680 (1978), quoting United States v. Winans, 198 U.S. 371, 380 (1905). This treaty right to fish is a property right, protected by the Fifth Amendment to the Constitution of the United States. See Muckleshoot Indian Tribe v. United States Corps of Engineers, 698 F. Supp. 1504, 1510 (W.D. Wash. 1988), citing Menominee Tribe of Indians v. United States, 391 U.S. 404, 411-412 (1968). The right to take fish includes a right to cross private property to access those areas, "imposing a servitude" upon the land. Winans, 198 U.S. at 381. Since 1968, the CTWS has protected the treaty fishing right as an
VIA E-MAIL: CURT.MELCHER@ODFW.OREGON.GOV

Curtis E. Melcher
June 5, 2023
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Not only have we protected our treaty-reserved right to fish in Court, but we are also leaders in implementing the work to restore our treaty resources: the fish and our protected fisheries. We actively defend and restore both anadromous and resident fish stocks in the Columbia River Basin and the ecosystems on which they depend. The fisheries restoration and ecosystem work our tribes pursue serves both the Tribe’s interest and the public interest. We do this work in all of our ceded and aboriginal areas, including the mainstem and lower Columbia River and the Willamette River. At Willamette Falls, in particular, we are the lead fisheries manager on lamprey catch monitoring and escapement projects.

On December 7, 2022, I wrote you a letter in support of a similar draft Agreement for the Siletz Tribe (“Siletz Agreement”) that was slated for consideration by the Commission at its December meeting. We understand that the Siletz Agreement was removed from the Commission agenda at the last minute due to opposition from the CTGR. In my December 7 letter, I described how any agreement between another tribe and the State of Oregon that addresses the Willamette Falls area is of great concern to us. I also contrasted the transparent approach adopted by the Siletz Tribe that recognizes our sovereign and treaty-reserved interests with the approach used by CTGR. CTGR has failed to meaningfully consult or otherwise discuss with us its effort to negotiate a management agreement with ODFW, and it refuses to acknowledge our sovereign and treaty-reserved interests at Willamette Falls. Our ancestors have fished, hunted and gathered around Willamette Falls and the surrounding area since time immemorial, and our members continue to do so. There can be no doubt that the Willamette Falls area is one of our treaty-reserved usual and accustomed areas where our members fish at sites, which have been passed down through generations for subsistence and ceremonial harvest purposes.

You can imagine our surprise to learn that CTGR and ODFW were negotiating this draft Agreement over the past six months without either party notifying us or initiating a sovereign-to-sovereign consultation with us. We had no notice whatsoever that these negotiations were occurring. To be clear, ODFW should have known that the draft Agreement not only implicates our sovereign and treaty-reserved fishing, hunting, and gathering interests but it carries significant risk of inter-tribal conflict between us and CTGR. As a matter of respect for the sovereignty of both tribes, ODFW should have anticipated the potential conflict and developed a process that better aligns with the rule of law, which would have included timely notice to us and a meaningful opportunity to be heard.

The substance of the draft Agreement is deeply concerning, particularly its geographic scope. Not only does the draft Agreement encompass Willamette Falls, but it uses entire ODFW Wildlife Management Units that go far beyond even the CTGR federal service area, assuming that such service area is even a reasonable proxy for the scope of the draft Agreement. This broad geographic reach infringes on our ceded and fee lands, areas that we hunt under our agreement with the State of Oregon, and sets up areas of inevitable inter-tribal conflicts between us and CTGR (and potentially other Columbia River Treaty Tribes) along the lower Columbia River, Sandy River, and Willamette Falls.
VIA E-MAIL: CURT.MELCHER@ODFW.OREGON.GOV

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June 5, 2023
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The reach of the draft Agreement is also far beyond CTGR’s public statements and testimony regarding S. 3126, a bill in the 117th Congress that would have allowed CTGR to negotiate a similar management agreement with the State of Oregon to replace its current management agreement entered into under its Consent Decree with Oregon. In those statements and testimony, CTGR explained that it was only seeking to manage its own hunting and fishing seasons on about 12,000 acres that the tribe now owns, rather than much of western Oregon and the lower Columbia River as set forth in the draft Agreement.

It is important to place this draft Agreement in the context of the CTGR’s ambitious attempts to expand the geographic area of its claimed natural resource interests. Those attempts are both ahistorical and come at the expense of the sovereign interests of other tribes, including, but not limited to CTWS. We do not deny that CTGR is a victim of historical injustice like all tribes, which is why our elders supported the restoration of CTGR’s status as a federally-recognized tribe. CTGR, however, ought not be allowed, as a matter of fairness and equity, to remedy any injustice visited upon it by the United States, the State of Oregon, or others at our expense or that of other Oregon tribes. And, while we applaud ODFW’s impulse to assist CTGR, we request that it do so carefully and in a manner that is consistent with its treatment of other Oregon tribes and recognizes each tribe’s unique history and sovereign interests and rights. ODFW should not give CTGR special treatment. Both the process to develop a management agreement and the substance of the agreement should be consistent with the process that ODFW has employed with other Oregon tribes that, like CTGR, do not possess off-reservation treaty-reserved fishing, hunting and gathering rights. That process simply did not occur here when compared to how ODFW recently negotiated similar agreements with the Siletz Tribe and the Cow Creek Band of Umpqua Tribe of Indians.

We regret that ODFW has been drawn into what we have come to believe is an orchestrated campaign by CTGR to aggrandize its sovereignty at expense of other Indian tribes, including us. To help you better understand our perspective, we set forth the following chronology of only some of CTGR’s actions that have harmed current and future generations of our Tribe:

• In the early 2000s, in cooperation with Governor Kulongoski, we sought to place a casino in the town of Cascade Locks, within the area ceded by our 1855 Treaty and adjudicated by the Indian Claims Commission to be our “exclusive use” area. Our Tribe expended significant resources in this effort. The proposed casino would have been a critical source of revenue to provide for the health, safety and welfare of our tribal members. Because of the perceived market threat to its Spirit Mountain Casino, CTGR undertook an uncompromising campaign against our proposed gaming project, spending significant monies from its war chest funded by its own substantial gaming revenue. Our proposed gaming project was delayed and was not completed due, in part, to CTGR’s dedicated opposition. At least some of our elders view CTGR opposition to our gaming project as akin to “stealing our future.”
VIA E-MAIL: CURT.MELCHER@ODFW.OREGON.GOV

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June 5, 2023
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- In 2009, CTGR attempted to amend the Columbia River Gorge National Scenic Area Act to name it as a "Columbia River Tribe" with the same status as the four Columbia River Treaty Tribes: CTWS; the Yakama Nation; the Confederated Tribes of the Umatilla Indian Reservation; and the Nez Perce Tribe. Multiple tribes successfully opposed this effort and prevented CTGR's historically unsupported expansion into our aboriginal areas.

- In 2012, CTGR attempted to join the United States’ Sovereign Participation Process, a consultation forum for Columbia Basin tribes with reserved and/or federally recognized rights affected by the implementation of the Columbia River Treaty between the United States and Canada. Multiple tribes successfully resisted the effort of CTGR to insert itself in this consultation because it lacks any sovereign right to or recognized interests in resources that would have supported its participation in that forum. Notably, the opposition also included tribes in the Upper Columbia, such as the Kootenai Tribe of Idaho.

- In 2018, CTGR obtained an authorization to construct a permanent steel fishing platform at Willamette Falls, an affront to our culture and to that of other Columbia River Treaty Tribes. Former Governor Kate Brown unsuccessfully attempted to facilitate a resolution on March 18, 2021, in a meeting with all five tribes involved in that dispute (CTWS, Yakama Nation, CTUIR, Siletz, and CTGR).

- In 2019, CTGR attempted to gain membership on the U.S. Army Corps of Engineers Wana Pa Koot Koot Cooperating Group for cultural resources affected by the operation of the FCRPS in the Zone 6 area of the Columbia River. The four Columbia River Treaty Tribes are the founding members of the group and membership is limited to them. Ultimately, the chairs of the Treaty Tribes were forced to intervene to prevent CTGR’s effort to insert itself. CTGR continues to seek out opportunities to insert itself in consultations with federal and state agencies in the mainstem Columbia River above Bonneville Dam, despite the fact that it has no factually supported sovereign interests in that area.

- In 2021, CTGR attempted to prevent the Columbia River Treaty Tribes and the Siletz Tribe from participating in the Willamette Falls Trust, telling the Trust counsel that Willamette Falls was a “zero-sum game,” that the Treaty Tribes did not have rights at the Falls, and that by including the Treaty Tribes and Siletz Tribe the Trust was diminishing CTGR interests.

- In 2022, CTGR withdrew from the Willamette Falls Legacy Project (WFLP), a state-county-municipal project that sought to redevelop former industrial areas around the Falls into a river walk with opportunities to reconnect people to the falls. CTGR’s withdrawal came after significant time and investment in the project and after the WFLP accepted the Siletz Tribe and Columbia River Treaty Tribes as partners in the project. Because of its purchase of the Blue Heron mill property, which is located in a key area for the WFLP’s redevelopment efforts, CTGR’s withdrawal brought an abrupt end to WFLP’s community partnership, wasting the good faith investment of time by participants as well as public monies.
VIA E-MAIL: CURT.MELCHER@ODFW.OREGON.GOV

Curtis E. Melcher
June 5, 2023
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- CTGR has also hired a non-Indian consultant in a dubious effort to re-write history. The consultant has written several reports that falsely discredit the Columbia River Treaty Tribes’ history and use of Willamette Falls.

- CTGR repeatedly attempts to exclude other tribes from the historical narrative and implementation of a potential National Heritage Area (NHA) at Willamette Falls, including from draft legislation to authorize the NHA itself.

The foregoing list is not exhaustive. We also do not offer it for any purpose other than to be sure that ODFW is aware of CTGR’s broad and continuous efforts to geographically expand its sovereign reach in a manner that is not supported by history and, more importantly, in a manner that is causing direct harm to other tribes, including CTWS. ODFW should resist CTGR’s well-funded efforts to enlist it as an accomplice in that effort. We request that ODFW take no further action on the draft Agreement until CTGR can demonstrate that it has made a sincere, good faith effort to consult other Oregon tribes whose sovereign interests are implicated by the draft Agreement. We also ask that ODFW insist CTGR abide the consultation protocol established by the other western Oregon tribes in connection with their hunting, fishing, and gathering agreements.

We look forward to meeting with you at your earliest opportunity.

Sincerely,

Jonathan W. Smith, Sr.
Chairman
for Confederated Tribes of the Warm Springs Reservation of Oregon

cc: CTWS Tribal Council
Robert “Bobby” Bruno, CTWS Secretary-Treasurer/CEO
Austin Smith Jr., General Manager, CTWS Branch of Natural Resources
CTWS Tribal Attorneys
Geoff Huntington, Policy Director, Governor’s Natural Resources Office
Danny Santos, Office of the Governor
Erin Donald, Senior Assistant Attorney General
Debbie Colbert, Deputy Director Oregon Department of Fish and Wildlife
Davina Palmeri, Conservation Policy Coordinator, Oregon Department of Fish and Wildlife
May 22, 2023

Curtis E. Melcher, Director
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Dr. SE
Salem, OR 97302

Re: Draft Cooperative Management Agreement with the Confederated Tribes of the Grand Ronde Community of Oregon

Dear Director Melcher:

We are in receipt of your May 4, 2023 letter offering to consult with the Confederated Tribes of the Umatilla Indian Reservation ("CTUIR") on a draft Cooperative Management Agreement ("draft Agreement") between the Oregon Department of Fish and Wildlife ("ODFW") and the Confederated Tribes of the Grand Ronde Community of Oregon ("CTGR"). We received your letter after the Notice of Proposed Rulemaking for the draft Agreement was filed with the Secretary of State on April 25, 2023. On behalf of the Board of Trustees of the CTUIR, I write to accept your offer of consultation with ODFW, and to express the CTUIR's strong opposition against the draft Agreement. We urge ODFW not to bring the draft Agreement to the Oregon Fish and Wildlife Commission, as discussed further below.

The CTUIR has Treaty-reserved federal rights in the waters, lands, fish, and wildlife of the Columbia Basin, including the Willamette River. In our Treaty of 1855 with the United States, 12 Stat. 945, the CTUIR reserved for our members the right to take fish at all usual and accustomed places. Pursuant to the Treaty, our tribal members have fished and hunted the Columbia Basin for subsistence, ceremonial, and commercial purposes since time immemorial. Our culture reveres salmon, steelhead, lamprey eels and sturgeon as one of the First Foods, and an integral component of our longhouse ceremonies and feasts.

We note at the outset that should this draft Agreement move forward Oregon would appear to be in violation of the federal court order and Consent Decree between Oregon and the CTGR, issued in the United States District Court for the District of Oregon on January 12, 1987. That Decree provides that the November 29, 1986 “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 Grand Ronde Tribe and its Members” is the “exclusive and final determination of all tribal rights to hunt, fish and trap that the [CTGR] or its members possess.” See, The Confederated Tribes of the Grand Ronde Community of Oregon v. State of Oregon, No. 86-1620 at *1 and Attachment A (D. Or. Jan. 12. 1986). Those specific rights are contained in Exhibit A to that decree, which is a co-management agreement between Oregon and the CTGR. In order to avoid violating the federal court Consent Decree, it appears the Consent Decree would need to be revoked or amended.

The draft Agreement presents other concerns, and invites conflict between tribes. It also invites conflict between the State of Oregon and other tribes, given that the agreement posits that the CTGR would be exercising State authority in its implementation of the draft Agreement. The conflict arises from the unwarranted and large geographic scope of the Agreement. This large scope goes far beyond any service area of the CTGR, encompassing much of western Oregon, the lower Columbia River below Bonneville Dam, and Willamette River and the Falls.

Our tribal members harvest lamprey and salmon at Willamette Falls, conduct salmon fisheries below Bonneville Dam, and harvest smelt in the Sandy River. Under the proposed draft Agreement, CTGR would be regulating fisheries (and hunting and gathering activities) of its members in all of these locations. It is foreseeable that conflicts will arise between CTUIR members and CTGR members when both are conducting fisheries or other activities in these areas, or any other area under the Agreement. We have also had problems with CTGR members reporting our tribal member harvests to the Oregon State Police and requesting unwarranted state enforcement action against CTUIR members.

We also assess this draft Agreement against the backdrop of the CTGR’s long history of adversarial proceedings or other aggression towards other tribes, including the CTUIR. Those actions include, but are in no way limited to the following examples:

- The CTGR’s pattern of hiring a non-Indian historian to write reports that falsely discredit our Tribe’s history and use of Willamette Falls, and that refers to our own history, as told by our own CTUIR anthropologists and tribal elders, as “intellectually dishonest”.
- The CTGR’s refusal to allow the Willamette Falls Legacy Project to proceed when other tribes with rights and interests at the Falls were invited to participate. (The Legacy Project was a state-county-municipal project to redevelop former industrial areas around the Falls into a riverwalk and opportunities to reconnect people to the magnificence of the Falls, largely funded by state and private contributions.)
- The CTGR’s 2018 attempt to exclude the Columbia River Treaty Tribes from legislation that would expand authority to remove sea lions that prey on salmonids from Willamette Falls.
Director Melcher, your May 4 letter was our first official notice of the draft Agreement. The State of Oregon, and ODFW in particular, is well aware of the tensions between the CTUIR and the CTGR. It was therefore frustrating to learn that negotiations on the draft Agreement were taking place with no prior outreach and consultation whatsoever. The CTGR’s hastily scheduled “webinars” on this Agreement, each of which lasted less than 8 minutes and were non-substantive, do not qualify as any type of sovereign-to-sovereign consultation or meaningful outreach on the draft Agreement.

We accept the ODFW’s offer of consultation, and look forward to meeting with you at our earliest opportunity. Please contact Audie Huber, Intergovernmental Affairs Coordinator, Department of Natural Resources, at (541) 429-7228, to arrange a mutually convenient date and time for an initial meeting of our respective staffs.

Sincerely,

N. Kathryn Brigham, Chair
Board of Trustees

Cc: Jonathan W. Smith, Chair, Confederated Tribes of the Warm Springs Reservation of Oregon
Delores Pigsley, Chair, Confederated Tribes of the Siletz Indians of Oregon
Gerald Lewis, Chair, Confederated Tribes and Bands of the Yakama Nation
Shannon Wheeler, Chair, Nez Perce Tribe
Senator Jeff Merkley
Senator Ron Wyden
Representative Andrea Salinas
Representative Earl Blumenauer
Representative Val Hoyle
Representative Lori Chavez-DeRemer
November 22, 2022

Sent VIA First Class Mail

Oregon Fish and Wildlife Commission
4034 Fairview Industrial Drive SE
Salem, OR 97302

RE: Cooperative Management Agreements with Other Tribes

Dai s'la Commissioners! I hope this letter finds you well! Thank you once again for approving an historic cooperative management agreement with the Coquille Indian Tribe! In recent months we have been pleased to see our collaborative efforts with ODFW create real results to save Coquille River fall chinook, and we look forward to updating you on this progress again in the near future.

In the meantime, some tribal governments have requested Coquille to provide written support for their own cooperative management agreements. This letter provides my response to those requests.

The Coquille Tribe generally supports cooperative management agreements delegating ODFW management authority to every one of Oregon's nine federally recognized tribes on substantially similar terms to our cooperative management agreement.

We can and should extend our partnership model so that all Oregonians and Oregon tribes can experience its benefits. Oregon tribes have a rich history of project collaboration, even when more than one tribal government expresses an interest in a project's geography. I believe in Oregon tribes' capacity to discuss and resolve differences while performing these agreements. Even with our occasional differences, we excel at partnerships and serve the needs of our shared species and habitats.

What matters today is the impact we have when we cooperate, and the restoration of tribal practices to share traditional ecological knowledge. We will all benefit from leveraging the knowledge and resources of Oregon tribes to restore and maintain balanced species populations
and healthy habitats, and so I look forward to seeing our model expand to include more tribes and benefit an expanded geographic area.

Thank you for the opportunity to provide these comments. I look forward to our future cooperative efforts!

Masi!

Brenda Meade, Chairperson
Coquille Indian Tribe

Cc: Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
    Confederated Tribes of Grand Ronde
    Confederated Tribes of Siletz
    Cow Creek Band of the Umpqua Tribe of Indians
    Curt Melcher, ODFW