



OREGON ADMINISTRATIVE RULES
OREGON DEPARTMENT OF FISH AND WILDLIFE

Division 41

COLUMBIA RIVER SYSTEM TREATY INDIAN FISHERIES

635-041-0500

Cultural Salmon Fishery Definitions

[In addition to the definitions provided in other rules of the Department, the following definitions shall apply to OAR 635-041-0500 through 635-041-0520:

(1) "Agreement" means the Agreement Among the State of Oregon, United States of America and the Confederated Tribes of Siletz Indians of Oregon to Permanently Define Tribal Hunting, Fishing, Trapping, and Gathering Rights of the Siletz Tribe and its Members, signed by the parties to the Agreement and dated April 22, 1980, and referred to in United States Public Law 96-340 (see Exhibit 1 in OAR 635-041-0600).

(2) "Dip Net" means a net with a mesh size no larger than five inches (measured from the inside of one vertical knot to the outside of the opposite vertical knot), attached to a hoop no larger than four (4) feet in diameter and attached directly to a handle; dip nets shall be attended at all times.

(3) "Spear" means a hand-propelled barbed single or multiple point device attached directly to a long shaft; no multiple pointed spear shall have an overall width greater than eight inches.

(4) "Gaffhook" means a large, strong, single point hook attached directly to a handle.

EXHIBIT 1 ((635-041-0500)) AGREEMENT

AMONG THE STATE OF OREGON, THE UNITED STATES OF AMERICA AND THE CONFEDERATED TRIBES OF SILETZ INDIANS OF OREGON TO PERMANENTLY DEFINE TRIBAL HUNTING, FISHING, TRAPPING, AND GATHERING RIGHTS OF THE SILETZ TRIBE AND ITS MEMBERS

1. Parties. The following entities are the parties to the agreement and they shall be defined for the purpose of this agreement as follows:

a. "Tribe" shall mean the Confederated Tribes of Siletz Indians of Oregon, as referred to in Public Law 95-195, 91 Stat. 1415 (currently codified at 25 USC S § 711-711f), and all tribal members, present and future.

1 b. "State" shall mean the State of Oregon acting through the Oregon Department of Fish and
2 Wildlife, and administrative agency of the State of Oregon; the Department of Justice of the
3 State of Oregon; the Oregon State Police; and any successor agencies or officials of the State of
4 Oregon that may have regulatory jurisdiction over the harvest of fish or wildlife within the State
5 of Oregon.

6 c. "Department" shall mean the Oregon Department of Fish and Wildlife and any successor
7 agencies that may have regulatory jurisdiction over the harvest of fish or wildlife within the State
8 of Oregon.

9 d. "The United States" shall mean the United States of America; the United States Department of
10 the Interior and agencies within that department; and the United States Department of Justice and
11 agencies within that department. The United States is a party to this agreement solely in its
12 capacity as trustee for the Tribe and its members.

13 2. Statement of Purpose. This agreement has been negotiated because of the following factors:

14 a. The nature and extent of tribal hunting, fishing, gathering, and trapping rights are presently
15 unknown. They have not been defined by any court. The question is exceedingly complex,
16 involving numerous acts of Congress, executive orders, and treaties. Siletz hunting and fishing
17 rights have been and are now the subject of significant controversy. The Tribe contends that it
18 possesses tribal hunting, fishing, trapping and gathering rights. The State, on the other hand,
19 disagrees and presently enforces state law whenever the Tribe or its members hunt, fish, trap, or
20 gather, contrary to any provision of the law.

21 b. Thus, in order to resolve this controversy and to promote sound and orderly management and
22 conservation of fish and wildlife resources, it is the desire of the parties to define, specifically
23 and permanently, the nature and extent of the Tribe's rights.

24 3. Controlling Principles. This agreement shall be construed in accordance with the following
25 principles:

26 a. This agreement shall fully and completely define the tribal hunting, fishing, trapping, and
27 gathering rights, and no special tribal rights shall hereafter exist except those which are
28 specifically set forth in this agreement.

29 b. Any hunting, fishing, trapping, and gathering, including method, time, and place, which is
30 conducted by the Tribe or its members and which is not specifically permitted by this agreement
31 shall be subject to regulation under applicable state laws.

1 e. The parties are determined to implement this agreement in a cooperative and positive manner.
2 The parties intend to assist each other in the implementation of this agreement and to exchange
3 among themselves all documents and other information concerning the implementation of this
4 agreement.

5 d. All of the parties have negotiated this agreement voluntarily; have signed it free of any
6 pressure, coercion or duress of any kind; and have been extensively advised by counsel, all of
7 whom are intimately familiar with the legal issues addressed by this agreement. The parties have
8 all had full access to all of the relevant facts, legislative history, and judicial precedent. The
9 parties, therefore, intend this agreement to be the sole, exclusive statement of any special
10 hunting, fishing, trapping, and gathering rights which the Tribe does possess and of those which
11 it does not possess. The parties expressly intend that this agreement shall not be contested or
12 reopened at any time.

13 e. The Tribe is a sovereign government and is legally empowered to represent its members in this
14 agreement. This agreement, therefore, shall be permanently binding on all tribal members,
15 present and future.

16 f. The parties agree that the State shall retain the sovereign authority to manage fish and wildlife
17 resources, both on and off Tribe's reservation, subject to the provisions of this agreement.

18 g. This agreement is based on the special circumstances surrounding the relationships of the
19 parties and does not affect the rights of any persons, tribes, or groups who are not parties to this
20 agreement.

21 4. Fishing Rights. In addition to those fishing rights or privileges accorded to citizens or
22 licensees of the State under state law, the Tribe shall have the rights set forth in this paragraph:

23 a. The Cultural Fishery.

24 (1) The Tribe shall have the opportunity to harvest 200 salmon, regardless of size, per year from
25 sites on tributaries of the Siletz River according to the provisions of this agreement. The parties
26 acknowledge that actual annual salmon harvest may be less than 200 salmon because of water
27 conditions, varying run sizes, and fishing effort. Furthermore, the parties agree that there shall be
28 no makeup of salmon harvest in subsequent years if harvest is less than 200 salmon in any single
29 year. No state license shall be required for salmon taken pursuant to this section.

30 (2) The only permissible means of harvest shall be dip nets, spears, and gaffhooks. "Dip net"
31 shall mean a net with a mesh size no larger than 5 inches (measured from the inside of one

1 vertical knot to the outside of the opposite vertical knot), attached to a hoop no larger than 4 feet
2 in diameter and attached directly to a handle; dip nets shall be attended at all times. “Spear” shall
3 mean a hand-propelled barbed single or multiple point device attached directly to long shaft; no
4 multiple pointed spear shall have an overall width greater than 8 inches. “Gaffhook” shall mean a
5 large, strong, single point hook attached directly to a handle.

6 (3) Harvesting by the Tribe shall occur only during salmon runs as set forth herein. The tribal
7 fishing season, up to but not to exceed 60 days, shall be established by the Department after
8 consultation with the Tribe each calendar year during the period of the more active part of the
9 fall salmon run. All tribal salmon fishing shall occur during those regular hours set for salmon
10 angling by the Commission. The establishment of any special tribal fishing season is subject to
11 the State’s authority to regulate for conservation purposes and for protection of steelhead.

12 (4) The harvest of salmon shall be permitted only at the following specific tributary locations:

13 (a) Euchre Creek Falls, which is a single falls, and a site located approximately between river
14 mile 2.8 and 3.0 in Section 11, T9S, R10W, W.M.;

15 (b) Dewey Creek Falls, which is a series of falls located approximately between river mile 0.4
16 and 0.5 in Section 7, T10S, R10W, W.M.; and

17 (c) A single site on Rock Creek, as agreed upon in writing by the Tribe and the Department.

18 The Tribe and the Department may agree in writing upon replacement sites on tributaries of the
19 Siletz River if fishing or management at any of the above sites becomes impractical. The
20 Department shall manage, and where appropriate, enhance the salmon resource in each
21 designated stream, consistent with sound principles of fishery science.

22 (5) All tribal fishing pursuant to this agreement shall be subject to all of the rights of private
23 landowners and tenants under state trespass laws and other applicable provisions.

24 (6) All harvesting of salmon shall be in accordance with the licensing and tagging procedures set
25 forth in section 7, below.

26 b. The Subsistence Supply. In addition to the right to harvest salmon from tributaries of the Siletz
27 River as set forth above, the Tribe shall have the right to receive, at its option, 4000 pounds
28 annually of surplus salmon carcasses from a source to be determined by the Department. These
29 fish shall be fit for human consumption and grade one fish shall be supplied if available. After
30 the State has sorted the surplus salmon and has determined which fish are available for
31 consumption, the Tribe may at its option participate in the final selection of these fish. An

1 authorized agent of the Tribe shall be responsible for pickup of salmon carcasses at an
2 appropriate location or locations designated by the Department and reasonably convenient to the
3 Tribe. The Tribe shall make all arrangements for the consumption of such fish, but such fish
4 shall not be used for any commercial purpose.

5 e. Prohibited Acts. The following acts shall not be included within the Tribe's special fishing
6 rights and are subject to regulation under applicable state or federal law:

7 (1) The taking of steelhead or game fish other than salmon.

8 (2) Net fishing, including gill netting, except that dip netting will be permitted as defined in this
9 agreement.

10 (3) The use of fish, or parts thereof, for commercial purposes.

11 (4) The taking of fish in a geographic area other than those established pursuant to this
12 agreement.

13 (5) The taking of fish in excess of the number specified in this agreement.

14 (6) The taking of fish in violation of any of the limitations set forth in this section 4 or of the
15 licensing and tagging provisions as set forth in section 7 below.

16 5. Hunting Rights. In addition to those hunting rights or privileges accorded to citizens or
17 licensees of the State under state law, the Tribe shall have the rights set forth in this paragraph.

18 (a) Cultural Hunting.

19 (1) The Tribe shall have the opportunity to harvest a total of 400 deer and elk per year (which
20 total shall not include more than 25 elk) within the following two units, as those units were
21 defined as of the date at this agreement: The Stott Mountain Management Unit and that portion
22 of the Alsea Management Unit which lies north of Oregon Highway 34 and west of Oregon
23 Highway 223. The parties acknowledge that the annual harvest may be less than 400 animals and
24 that there shall be no makeup of deer or elk harvest in subsequent years. No state license shall be
25 required for game taken pursuant to this section. Tribal hunting shall be subject to the State's
26 right to regulate for conservation purposes.

27 (2) All hunting pursuant to this agreement shall occur only during deer and elk seasons
28 prescribed by the State for all citizens in the geographic area described in section 5(a)(1), above.
29 If the State prescribes a controlled deer or elk season in the described geographical area whereby
30 participants must draw for permits, the State shall provide permits to the Tribe, at the Tribe's
31 option, for the controlled hunt of up to 10 percent of the total controlled tags authorized for all

1 citizens. Such permits for controlled hunts shall be valid only when used with an unused tribal
2 tag and shall be counted as part of the 400 total tags issued pursuant to section 5. Weapons,
3 antler regulations, methods, and other regulations for tribal hunting shall be the same as
4 established by the State for all citizens.

5 (3) All tribal hunting pursuant to this agreement shall be subject to all of the rights of private
6 landowners and tenants under state trespass laws and other applicable provisions.

7 (4) All hunting pursuant to this section shall be in accordance with the licensing and tagging
8 procedures set forth in section 7 below.

9 b. The Subsistence Supply. In addition to the Tribe's right to harvest deer and elk as set forth
10 above, the State shall make available to the Tribe, at the Tribe's option, a substantial portion of
11 the deer and elk carcasses received by State agencies in Lincoln County. The State shall
12 promptly advise the Tribe of available carcasses. The Tribe shall be responsible for pickup and
13 any costs for processing.

14 c. Prohibited Acts. The following acts shall not be included within the Tribe's special hunting
15 and trapping rights and are subject to regulation under applicable state or federal law:

16 (1) The hunting or trapping of animals other than deer and elk.

17 (2) The use of deer or elk meat for commercial purposes.

18 (3) The taking of deer or elk in a geographic area other than that described in section 5(a)(1),
19 above.

20 (4) The taking of deer or elk in excess of the number specified in this agreement.

21 (5) The taking of deer or elk in violation of any of the limitations set forth in this section 5 or of
22 the licensing and tagging provisions, as set forth in section 7 below.

23 6. Trapping and Cultural Gathering. The Tribe shall have no special trapping rights. The Tribe
24 and its members shall have the right to gather eels (lampreys), seaweed, and fresh water mussels
25 within Lincoln County for non-commercial uses subject to the State's right to regulate for
26 conservation purposes. Gathering of sea anemones, rock oysters (piddocks), and saltwater
27 mussels by tribal members shall be subject to all applicable state laws, except that upon request
28 of the Tribe, the Department may issue special gathering permits which will provide the Tribe an
29 opportunity to gather these animals within Lincoln County for ceremonial and subsistence
30 purposes. The Department shall designate the number of special gathering permits to be issued
31 annually, the quantity of animals to be harvested, size limits, gear, degree of allowable removal,

1 and area of harvest. A valid tribal license issued pursuant to this agreement may be used in lieu
2 of any personal use state license that may be required for such gathering of the above listed
3 species and clams.

4 ~~7. Licensing and Tagging System. The Tribe and its members shall not exercise any of the~~
5 ~~special rights provided for in this agreement to harvest salmon, deer, or elk (referred to as~~
6 ~~“animals” in this section), except pursuant to the terms of this section. Any person who has not~~
7 ~~complied fully with the provisions of this section shall be subject to prosecution under state law.~~
8 ~~Except for the provisions of this section, no state licenses or tags shall be required for animals~~
9 ~~taken pursuant to this agreement.~~

10 a. ~~Every tribal member exercising tribal fishing or hunting rights shall have in possession a valid~~
11 ~~tribal license (containing at a minimum the member’s name, photograph, and enrollment~~
12 ~~number) and a valid tag issued pursuant to this section for the type of animal being sought.~~

13 b. ~~The State shall annually issue without charge to the Tribe 200 salmon tags, 375 deer tags, and~~
14 ~~25 combination tags valid for taking either one deer or one elk. The Tribe shall control the~~
15 ~~issuance of such tags to its members.~~

16 c. ~~Whenever an animal is taken, the tag shall be promptly filled out by the tribal member and~~
17 ~~promptly affixed to the animal. The information listed on the tag shall be provided to the tribal~~
18 ~~office within a time period prescribed by the Tribe.~~

19 d. ~~The Tribe shall keep accurate, current records concerning the number of animals taken and the~~
20 ~~persons to whom tags have been issued.~~

21 e. ~~Any tribal member shall be subject to state regulation under state law if (1) the tribal member~~
22 ~~does not have a valid tribal license and a valid applicable tag in possession, (2) a tribal member~~
23 ~~has not properly filled out a tag and affixed it to the animal, or (3) a tribal member has not~~
24 ~~complied with all other state tagging, possession, and transportation regulations, so long as they~~
25 ~~are not inconsistent with this agreement.~~

26 f. ~~All tribal records kept pursuant to this section shall be complete and current in all respects, and~~
27 ~~shall be subject to inspection by the State upon reasonable notice.~~

28 g. ~~If the State believes that the tribal licensing and tagging system is inadequate in whole or in~~
29 ~~part, the State shall so notify the Tribe. The Tribe shall take necessary corrective measures. If the~~
30 ~~State believes that such corrective measures are inadequate, the State shall negotiate with the~~
31 ~~Tribe for the assumption of licensing and tagging responsibilities by the State. If agreement is~~

1 not reached by the parties, the State may petition the United States District Court for an order
2 directing that full control of licensing and tagging be assumed by the State until necessary
3 corrective measures have been taken by the Tribe.

4 ~~8. Relationship of this Agreement to the Establishment of a Tribal Reservation.~~

5 a. ~~This agreement shall contain the exclusive definition of tribal hunting, fishing, trapping, and~~
6 ~~gathering rights. The creation of a tribal reservation, or the addition of lands to an existing~~
7 ~~reservation, shall not in any way add to or detract from the provisions of this agreement. All~~
8 ~~hunting, fishing, trapping, and gathering by the Tribe, on or off any tribal reservation or lands of~~
9 ~~any tribal member, shall be in accordance with the terms of this agreement.~~

10 b. ~~The State shall have the right, subject to the specific provisions of this agreement, to manage~~
11 ~~all fish and wildlife resources on the tribal reservation, in accordance with applicable provisions~~
12 ~~of Oregon law.~~

13 c. ~~The Tribe intends to leave its reservation open to the public for hunting and fishing and~~
14 ~~general recreation. The Tribe does not, however, waive any of its rights to close all or part of the~~
15 ~~reservation when necessary in the future. If there is to be any closure, or partial closure, the Tribe~~
16 ~~shall consult with the Department before taking action. If the Tribe acquires any land containing~~
17 ~~any watercourse on which there is now a public right to float or fish from a boat, such public~~
18 ~~right shall be unaffected by the acquisition of such lands.~~

19 d. ~~Whenever the Tribe plans to engage in any activity for which a permit would normally be~~
20 ~~required from the Department, the Tribe shall consult with the Department and meet the~~
21 ~~minimum standards established by the Department for such activities.~~

22 e. ~~The Tribe agrees that it will meet minimum standards established by state and local laws for~~
23 ~~resource development activities including but not limited to water development, fill and removal,~~
24 ~~and timber harvesting. The parties recognize that the Tribe intends to use most of its reservation~~
25 ~~for the purpose of harvesting timber. The Tribe shall conduct land use planning in an~~
26 ~~environmentally sound manner generally consistent with state and local land use planning goals.~~

27 ~~9. Effective Date of Agreement. No part of this agreement shall be effective until this agreement~~
28 ~~is approved by the United States District Court and merged into a final and permanent injunction~~
29 ~~issued by such Court. If such action is taken by the Court, the provisions relating to subsistence~~
30 ~~fish (section 4(b), above) and subsistence game (section 5(b), above) shall go into effect~~
31 ~~immediately; the provisions relating to the cultural fishery (section 4(a), above), cultural hunting~~

1 ~~(section 5(a), above), and cultural gathering (section 6, above) shall go into effect 30 days after~~
2 ~~the Tribe notifies the State in writing of the establishment of its licensing and tagging procedures~~
3 ~~(section 7, above).~~

4 ~~DATE SIGNED: April 22, 1980.~~

5 ~~BY:~~

6 ~~Beverly Hall~~
7 ~~Assistant Attorney General~~
8 ~~State of Oregon~~
9 ~~Sharon Gordon~~
10 ~~Charles F. Wilkinson~~
11 ~~Don B. Miller~~
12 ~~Attorneys, Confederated Tribes~~
13 ~~of Siletz Indians of Oregon~~
14 ~~George D. Dysart, Attorney~~
15 ~~United States Department of Justice~~
16 ~~Arthur S. Bensell, Chairman~~
17 ~~Confederated Tribes of Siletz~~
18 ~~Indians of Oregon~~
19 ~~Herbert Lundy, Chairman~~
20 ~~Oregon Fish and Wildlife~~
21 ~~Commission~~
22 ~~Doyce L. Waldrip~~
23 ~~for Department of Interior~~
24 ~~United States of America]~~

25 ~~Statutory/Other Authority: ORS 496~~

26 ~~Statutes/Other Implemented: ORS 496~~

27

28 ~~635-041-0510~~

29 **Applicability of Regulations**

30 ~~[(1) The right to fish in accordance with OAR 635-041-0500 through 635-041-0520 is restricted~~
31 ~~to those members of the Confederated Tribes of Siletz Indians of Oregon, referred to in Public~~
32 ~~Law 95-195, 91 Stat. 1415 (currently codified at 25 U.S.C.S. 711-711F), and all tribal members,~~
33 ~~present and future, and applies only to the cultural fishery described in the Agreement. All other~~
34 ~~fishing by tribal members must be in accordance with state laws or rules. The attached~~
35 ~~Agreement is hereby made a part of these rules.~~

1 ~~(2) The taking of salmon prescribed in the Agreement and by OAR 635-041-0500 through 635-~~
2 ~~041-0520 is prohibited except by persons, during times, with the fishing gear, and in the areas~~
3 ~~specified.~~

4 ~~(3) Tribal fishers must have a valid tribal license in his or her possession at all times when~~
5 ~~fishing pursuant to the Agreement.~~

6 ~~(4) Violation of any of the provisions of the Agreement or any of these rules is prohibited.]~~

7 Statutory/Other Authority: ORS 496.138

8 Statutes/Other Implemented: ORS 506.129 & 507.030

9

10 **635-041-0515**

11 **Cultural Fishery Gear**

12 ~~[It is lawful to take salmon during the open seasons, prescribed in OAR 635-041-0520 for~~
13 ~~cultural fishery purposes by dipnets, spears, and gaffhooks.]~~

14 Statutory/Other Authority: ORS 496

15 Statutes/Other Implemented: ORS 496

16

17 **635-041-0520**

18 **Cultural Fishery Seasons and Areas**

19 ~~[(1) Salmon may be taken for cultural fishery purposes from October 1 through November 30 in~~
20 ~~those areas described in the Agreement and more specifically:~~

21 ~~(a) Euchre Creek Falls, a single falls located approximately between stream mile 2.8 and 3.0 in~~
22 ~~Section 11, T9S, R10W. Upstream boundary designated by an orange painted 18-20 inch oval~~
23 ~~area located on the rock face on the right side of the stream approximately 94 feet above the base~~
24 ~~of the falls. The downstream boundary is designated by an orange painted area on a large~~
25 ~~boulder on the left side of the stream approximately 280 feet below the base of the falls;~~

26 ~~(b) Dewey Creek Falls, a series of three small falls located approximately between stream mile~~
27 ~~0.4 and 0.5 in Section 8, T10S, R10W. The upstream boundary designated by an orange-colored~~
28 ~~12 inch triangular piece of aluminum attached to an alder tree on the right side of the stream~~
29 ~~approximately 53 feet above the base of the upper falls. The downstream boundary designated by~~
30 ~~an orange painted 18-20 inch area on a rock ledge on the right side of the stream approximately~~
31 ~~290 feet below the base of the upper falls;~~

1 ~~(c) Little Rock Creek, in portions flowing through the NE 1/4 and NW 1/4 of Section 7, T10S,~~
2 ~~R8W, W.M. on land owned by the Confederated Tribes of the Siletz Indians of Oregon. The~~
3 ~~upstream boundary is designated by a yellow Siletz Tribal marker at Survey Boundary Stake~~
4 ~~LS1901 located between Little Rock Creek and the Siletz Nashville Road at approximately~~
5 ~~stream mile 0.9. The downstream boundary is designated by a yellow Siletz Tribal marker~~
6 ~~located on a fir Bearing Tree located between Little Rock Creek and the Siletz Nashville Road at~~
7 ~~approximately stream mile 0.3;~~

8 ~~(d) Within the cultural fishing site on Little Rock Creek, fishing is additionally regulated as~~
9 ~~follows:~~

10 ~~(A) No fishing is allowed within an area 200 feet upstream or downstream of the fish trap~~
11 ~~operated by the Department and designated by Siletz Tribal markers;~~

12 ~~(B) Fishing in the section of Little Rock Creek beginning at the Tribal marker 200 feet~~
13 ~~downstream from the the Department fish trap and extending downstream 300 feet to a Siletz~~
14 ~~Tribal marker must occur from platforms or other devices raised above the water surface. Such~~
15 ~~platforms or devices shall not extend more than one half the width of the stream.~~

16 ~~(2) Salmon may be taken for cultural fishery purposes from one hour before sunrise until one~~
17 ~~hour after sunset.~~

18 ~~(3) Salmon taken during the open season set forth in section (1) of this rule shall be tagged~~
19 ~~immediately upon landing by inserting one of the 200 salmon tags provided to the Confederated~~
20 ~~Tribes of Siletz by permanently affixing the tag around the lower jaw of the fish. It is unlawful to~~
21 ~~possess salmon taken during the open season set forth in section (1) of this rule which have not~~
22 ~~been so tagged.]~~

23 Statutory/Other Authority: ORS 496.138

24 Statutes/Other Implemented: ORS 506.129 & 507.030

25 26 **Division 800**

27 **TRIBAL AGREEMENTS**

28 **635-800-0500**

29 **Memorandum of Agreement with the Confederated Tribes of Siletz Indians**

30 (1) Members of the Confederated Tribes of Siletz Indians are authorized to take species over
31 which the Oregon Fish and Wildlife Commission has management authority under the terms and

1 conditions of the Memorandum of Agreement between the Confederated Tribes of Siletz Indians
2 and the State of Oregon, by and through the Department of Fish and Wildlife (Department) **(the**
3 **“Siletz-ODFW 2023 Agreement”**), and within the geographic scope of that Agreement, entered
4 into by both parties in 2023, incorporated herein by reference.

5 (2) The Siletz Indian Tribe and the Department will coordinate the use of their respective
6 authorities, expertise and influence as regulatory or voluntary opportunities are presented to
7 protect, enhance and restore fish and wildlife habitat under the terms and conditions of the
8 ~~[above referenced Memorandum of]~~ **Siletz-ODFW 2023** Agreement and within the geographic
9 scope of that Agreement.

10 (3) No additional tribal legal or treaty entitlement is created, conveyed, implied or diminished,
11 nor is any existing agreement, treaty or court decree modified by the adoption of these rules or
12 the ~~[above referenced Memorandum of]~~ **Siletz-ODFW 2023** Agreement.

13 (4) Nothing in the ~~[above referenced Memorandum of]~~ **Siletz-ODFW 2023** Agreement shall be
14 construed as:

15 (a) affirming, recognizing or limiting the rights or claims of any other tribe within the geographic
16 scope of that Agreement;

17 (b) limiting the Department from entering into separate agreements with other tribes addressing
18 the authority to take species within the geographic scope of that Agreement; or

19 (c) establishing, expanding, adjudicating, waiving, limiting or otherwise affecting the ancestral,
20 aboriginal, treaty, statutory, equitable, or other rights of the Tribe.

21 **(5) The parties to the Siletz-ODFW 2023 Agreement intend for that Agreement to describe**
22 **the Confederated Tribes of Siletz Indians’ hunting, fishing, trapping and animal gathering**
23 **opportunities in Oregon, and for the Siletz-ODFW 2023 Agreement to be a voluntary**
24 **successor to the “Agreement Among the State of Oregon, the United States of America and**
25 **the Confederated Tribes of the Siletz Indians of Oregon to Permanently Define Tribal**
26 **Hunting, Fishing, Trapping, and Gathering Rights of the Siletz Tribe and its Members”**
27 **entered into by the United States on April 22, 1980.**

28 **Statutory/Other Authority:** ORS 190.110, 496.138, 496.162 & 496.146

29 **Statutes/Other Implemented:** 496.138, 496.012, 496.162, 496.146 & 506.109