

**GMU 418 ELK HUNTING CO-MANAGEMENT INTERIM AGREEMENT  
BETWEEN THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE,  
LUMMI NATION, NOOKSACK TRIBE, SAUK-SUIATTLE TRIBE,  
STILLAGUAMISH TRIBE, SUQUAMISH TRIBE, SWINOMISH TRIBE,  
TULALIP TRIBES, AND UPPER SKAGIT TRIBE**

**1. PREAMBLE AND PURPOSE**

The following is a GMU 418 elk hunting co-management interim agreement between the Washington Department of Fish and Wildlife (WDFW), Lummi Nation, Nooksack Tribe, Sauk-Suiattle Tribe, Stillaguamish Tribe, Suquamish Tribe, Swinomish Tribe, Tulalip Tribes, and Upper Skagit Tribe; hereinafter referred to as the parties.

The overlapping nature of state and tribal jurisdictions and responsibilities creates a co-management relationship, in the sense that: 1) WDFW and the respective tribes have certain authorities that potentially pertain to the same wildlife resource; and 2) there is a need for the state and tribes to cooperate in the discharge of their respective authorities in order to ensure that healthy populations of wildlife continue to be available to state and treaty hunters.

The parties recognize the need to manage the North Cascade (also referred to as Nooksack) elk herd in a manner that provides a sustainable population and meaningful hunting opportunities for future generations. The cooperative management efforts over the past several years including refraining from harvest, enhancing habitat quality, and augmenting the population have re-built the North Cascade elk herd to a level where the criteria in the 2002 North Cascade Elk Herd Plan have been met to allow for limited, conservative hunting on surplus bulls. The purposes of this agreement are to: (a) establish a framework to assist the parties in the cooperative management of hunting by coordinating tribal and state hunting actions and sharing regulations and harvest data; (b) promote communication between the parties on policy, enforcement, and technical issues; and (c) provide a process to resolve and/or avoid conflicts. By signing this agreement, all parties agree to cooperate in implementing this agreement.

**2. LEGAL RIGHTS**

No party to this agreement waives any claim or legal argument with respect to the nature or scope of treaty hunting rights, or state or tribal jurisdiction or management authority. Nothing in this agreement shall prevent or limit the right of any party to file or participate in litigation concerning the right to hunt under the terms of the treaties, nor from taking such position or making such arguments as they shall in their discretion choose in litigation. No agreement, self-imposed limitation on hunting, or other management arrangement or accommodation made pursuant to these guidelines shall be an admission of any fact or limitation on, or with respect to, state or tribal jurisdiction or management authority in any judicial, quasi-judicial, administrative, or

other proceeding. By signing these guidelines, no party waives its sovereign immunity.

### **3. TERM**

This agreement will become effective upon signature of the parties. The agreement will expire on April 30, 2008. Any signatory may withdraw from this agreement by giving all other parties 30 days written notice of the party's intent to withdraw. WDFW may withdraw with respect to any one or more of the other parties by giving all other parties 30 days written notice of its intent to withdraw. Should WDFW withdraw with respect to one or more but not all of the parties, the Agreement shall remain in effect with respect to the remaining parties. Written notice shall be provided by United States Mail to the designated contact person (see Section 10) for each party. The 30-day period will begin on the notification date stated in the letter or the postmark date, whichever is later.

### **4. GEOGRAPHIC SCOPE OF AGREEMENT**

The geographic scope of this agreement corresponds to the boundary of Game Management Unit 418 as defined in Chapter 232-28 of the Washington Administrative Code:

Beginning at US-Canadian border and western border of N Cascades Nat. Park; S on N Cascades Nat. Park bndry to Noisy Diobsud Wilderness Area bndry; W & S on Noisy Diobsud Wilderness Area bndry to a point due E of head waters of Watson Crk; W to headwaters of Watson Crk; S down Watson Crk to Thunder Crk; W down Thunder Crk to Baker Rvr Rd; S along Baker Rvr Rd to SR 20 at town of Concrete; W along SR 20 to SR 9 at town of Sedro-Woolley; N along SR 9 to Mosquito Lake Rd; N on Mosquito Lake Rd to SR 542 (Mount Baker Hwy); N on SR 542 to Silver Lake Rd; N on Silver Lake Rd to its northern most point; N from Silver Lake Rd to US-Canadian border; E on US-Canadian border to western border of N Cascades Nat. Park & point of beginning.

### **5. PLANNING COMMITMENT AND ANNUAL MEETING**

The parties agree to meet by February 28, 2008 to discuss the 2007/2008 GMU 418 elk hunting season.

The parties agree to continue to work to develop a comprehensive hunting co-management agreement for the Point Elliott ceded area that would be adopted by the start of the 2008/2009 hunting season.

## 6. MANAGEMENT PRINCIPLES AND GUIDELINES

### 6.1 Regulation development and sharing

The parties will provide copies of their annual hunting regulations for the upcoming 2007/2008 elk hunting season to each of the other parties by August 15th.

### 6.2 Harvest Management

State and tribal biologists have agreed that up to 30 bull elk may be harvested in GMU 418.

The State shall be entitled to harvest no more than 15 (fifteen) bull elk from GMU 418 for the 2007/2008 season. The Point Elliott treaty tribes shall be entitled to harvest no more than 15 (fifteen) bull elk from GMU 418 for the 2007/2008 season.

Each party will put a permit system in place to ensure that their elk harvest is reported and does not exceed party share.

### 6.3 Harvest reporting

At the close of the 2007/2008 elk hunting season, each party will provide a summary of their harvest data, including sex/age (antler point) information, to the other parties.

### 6.4 Seasons

State and tribal elk hunting will occur between September 1, 2007 and December 31, 2007, unless otherwise agreed. Ceremonial elk hunting may be conducted outside this timeframe and is subject to Section 6.6.

### 6.5 Hunting on Private Industrial Timberlands

The parties disagree on the definition of "open and unclaimed land" as it pertains to treaty hunting. For only the purposes of the elk hunting covered by this agreement (without waiving or otherwise compromising either parties' legal positions or arguments with respect to this issue), private industrial timberlands located within GMU 418 that are subject to written access agreements with tribes will be considered to be available for treaty hunting for enforcement purposes where consistent with the conditions set forth below.

Hunting on private industrial timberlands shall be subject to and comply with the following terms and conditions:

- (1) State hunters shall comply with the applicable state rules and regulations;
- (2) Tribal hunters shall be members to a tribe that is signatory to this agreement;
- (3) Tribal hunters shall be in compliance with the applicable tribal hunting annual regulations; and

- (4) State and/or tribal hunters shall access private industrial timberlands with consent of the landowner and utilize the property consistent with any landowner(s)' written terms and conditions.

#### 6.6 Ceremonial Hunting

Tribes considering a ceremonial hunt will notify the other parties prior to the commencement of a ceremonial hunt. Ceremonial hunts will be subject to all provisions of Section 6 except Section 6.4.

#### 6.7 Wildlife Population Monitoring and Research

The parties will continue to work cooperatively on North Cascade elk management projects for the term of this agreement.

### **7. ENFORCEMENT**

State and tribal Enforcement Officers will work cooperatively and share violation information. Both State and Tribal Enforcement Officers may request identification from hunters. WDFW or Tribal Officers who encounter tribal hunters in violation of tribal law will forward all violation information (case reports) to the respective tribal enforcement entity for charging and prosecution purposes. Violation information (case reports) regarding hunters in violation of state law will be forwarded to the respective County Prosecutor for charging and prosecution purposes. State Officers will respond to tribal court subpoenas and Tribal Officers will respond state court subpoenas. Final disposition of all violations will be shared among the parties.

### **8. DISPUTE RESOLUTION PROCESS**

The parties shall continue to refine this cooperative approach to further increase efficiencies, improve resource management, reduce conflict between objectives, and avoid the need to resort to judicial or other third party dispute resolution mechanisms. It is expected that the cooperative approach will continue to resolve the majority of issues. However, the parties recognize that some issues may not be capable of informal resolution.

The parties agree to share their hunting regulations, harvest data, and wildlife research activities and results with all of the other parties at the annual meeting. Where a party decides to take any wildlife management action that has not previously been shared with the other parties and would reasonably be expected to affect another party's wildlife management program, the party proposing to take such action shall give reasonable written notice of the action to each affected party. Notice shall be considered reasonable if it provides adequate time under the existing circumstances for any affected party to notify the proponent that the particular issue is disputed, and allow time for a request for dispute resolution as provided in this document.

The parties shall, prior to taking any action that would reasonably be expected to affect another party and which another party has disputed, attempt an informal resolution of that dispute by referring the dispute to policy representatives designated by the affected parties. Any party may request a meeting of policy representatives on an issue in dispute upon timely, reasonable and written notice of the existence of the dispute to all affected parties.

## 9. MISCELLANEOUS

### A. Amendments and modifications.

This Agreement may be modified or amended only through the written agreement of all parties.

### B. Upon Whom Binding.

Except as otherwise stated herein, this Agreement shall extend to and be binding upon the assigns, successors, agents, and administrators of the parties and to all persons acting by or through the parties.

## 10. CONTACT INFORMATION

The principle contacts for the parties to this agreement are:

Nathan Pamplin  
Wildlife Policy Coordinator  
WDFW  
600 Capitol Way North  
Olympia, WA 98501-1091  
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Shawn Yanity  
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 Stillaguamish Tribe  
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Leonard Forsman  
 Chairman  
 Suquamish Tribe  
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 Suquamish, WA 98392  
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 (360) 598-6295 (fax)  
[council@suquamish.nsn.us](mailto:council@suquamish.nsn.us)

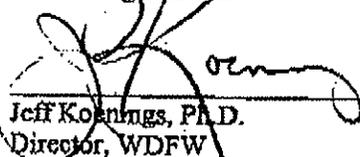
Todd Wilbur  
 Vice-chairman, F&W Commission  
 Swinomish Tribe  
 PO Box 817  
 LaComer, WA 98257  
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 (360) 466-4047 (fax)  
[twilbur@swinomish.nsn.us](mailto:twilbur@swinomish.nsn.us)

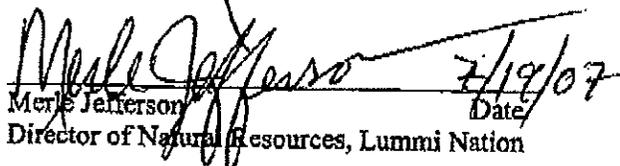
Mike Sevigny  
 Wildlife Manager/Biologist  
 Tulalip Tribes  
 6700 Totem Beach Road  
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 (360) 651-4490 (fax)  
[msevigny@tulaliptribes.nsn.gov](mailto:msevigny@tulaliptribes.nsn.gov)

Scott Schuyler  
 Fish and Wildlife Policy  
 Upper Skagit Indian Tribe  
 25944 Community Plaza Way  
 Sedro Woolley, WA 98284  
 (360) 854-7009 (office)  
 (360) 770-8246 (fax)  
[sschuyler@upperskagit.com](mailto:sschuyler@upperskagit.com)

**11. PARTY SIGNATURE AUTHORITY**

The undersigned parties agree to adopt this GMU 418 Hunting Co-Management Interim Agreement.

 2 7/13/07  
 \_\_\_\_\_  
 Jeff Koenigs, Ph.D. Date  
 Director, WDFW

 7/19/07  
 \_\_\_\_\_  
 Merle Jefferson Date  
 Director of Natural Resources, Lummi Nation

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 Narcisco Cunanan Date  
 Chairman, Nooksack Tribe



Janice Mabee 07-23-07  
Janice Mabee Date  
Chairperson, Sauk-Suiattle Tribe

Shawn Yanity Date  
Chairman, Stillaguamish Tribe

Leonard Forsman Date  
Chairman, Suquamish Tribe

Brian Cladoosby Date  
Chairman, Swinomish Tribe

Melvin R. Sheldon, Jr. Date  
Chairman, Tulalip Tribes

Jennifer Washington Date  
Chairperson, Upper Skagit Tribe





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Janice Mabee Date  
Chairperson, Sauk-Suiattle Tribe

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Shawn Yarity Date  
Chairman, Stillaguamish Tribe

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Leonard Forsman Date  
Chairman, Suquamish Tribe

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*Brian Cladoosby* 9-11-07  
Brian Cladoosby Date  
Chairman, Swinomish Tribe

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Melvin R. Sheldon, Jr. Date  
Chairman, Tulalip Tribes

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Jennifer Washington Date  
Chairperson, Upper Skagit Tribe

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Janice Mabee Date  
Chairperson, Sauk-Suiattle Tribe

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Shawn Yanity Date  
Chairman, Stillaguamish Tribe

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Leonard Forsman Date  
Chairman, Suquamish Tribe

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Brian Cladoosby Date  
Chairman, Swinomish Tribe

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*Melvin R. Sheldon Jr.*  
Melvin R. Sheldon, Jr. Date  
Chairman, Tulalip Tribes

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Jennifer Washington Date  
Chairperson, Upper Skagit Tribe

