

**HUNTING CO-MANAGEMENT AGREEMENT BETWEEN THE
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, LUMMI NATION,
MUCKLESHOOT TRIBE, SAUK-SUIATTLE TRIBE, STILLAGUAMISH
TRIBE, SUQUAMISH TRIBE, SWINOMISH INDIAN TRIBAL COMMUNITY ,
TULALIP TRIBES, AND UPPER SKAGIT TRIBE**

1. PREAMBLE AND PURPOSE

The following is a hunting co-management Agreement between the Washington Department of Fish and Wildlife (WDFW), Lummi Nation, Muckleshoot Tribe, Sauk-Suiattle Tribe, Stillaguamish Tribe, Suquamish Tribe, Swinomish Indian Tribal Community, Tulalip Tribes, and Upper Skagit Tribe; hereinafter referred to collectively 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 for harvest.

The parties recognize the need to manage wildlife populations and their habitats in a manner that provides sustainable populations and harvests for future generations. The purposes of this Agreement are to: (a) provide a cooperative and coordinated science-based approach to resource and harvest management in consideration of the needs of the signatories; (b) promote joint efforts to increase access to private industrial timberlands; (c) promote communication between the parties on policy, enforcement, and technical issues; and (d) 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, defense or legal argument with respect to the nature or scope of treaty hunting rights, state or tribal jurisdiction, or management authority. Nothing in this Agreement is intended to, nor shall it be deemed to, define the nature or scope of the right to hunt or the meaning or scope of open and unclaimed lands as described in the Treaty of Point Elliott (Treaty) or the nature or scope of 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 Treaty, nor from taking such position or making such arguments as each shall in its discretion choose in litigation. Neither this Agreement nor any other agreement, self-imposed limitation on hunting, regulation, or other management arrangement or accommodation made pursuant to this Agreement shall be an admission of any fact or limitation on-state or tribal jurisdiction or management authority in any judicial, quasi-judicial,

administrative, or other proceeding and shall not be admissible as evidence of such jurisdiction or authority. By signing this Agreement, no party waives its sovereign immunity.

3. TERM

This Agreement will become effective as to any party upon the signature of that party to this Agreement. The Agreement will be in effect for one year from the effective date but will renew automatically for additional one-year terms unless terminated as provided for in this paragraph. 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. SCOPE OF AGREEMENT

This Agreement covers the wildlife species listed in Appendix A.

The parties disagree on the geographic areas subject to the right to hunt reserved by the Tribes under the Treaty of Point Elliott. Nevertheless, solely for purposes of this Agreement, the parties agree that the geographic area covered by this Agreement shall be the shaded area identified in the map attached as Appendix B.

5. COMMITMENT TO PLAN AND COORDINATE

The parties agree to meet annually. Each party will designate one individual to represent its party to coordinate the implementation of this Agreement and related issues (see Section 10). Appropriate policy, technical, enforcement, and legal representatives from each party may attend the annual meeting.

Agenda items at the annual meeting will, at minimum, include: any proposals to evaluate, update and amend the Agreement; a joint review of the status of game populations within the geographic area covered by this Agreement; a report by the WDFW and the Tribal parties regarding their respective previous season's harvest and the present season's harvest based on available data; future regulatory development and permit levels; and a discussion of enforcement issues. Other agenda topics may include: identifying future wildlife population monitoring and research needs; identifying wildlife habitat needs and opportunities to implement habitat

protection or restoration projects jointly by the parties and/or with landowners and other entities; and discussing joint public relations and outreach.

Any individual party may request a meeting of the parties to resolve issues of any kind arising during the term of this Agreement, provided that all parties are notified and given an appropriate amount of notice.

6. MANAGEMENT PRINCIPLES AND GUIDELINES

6.1 Regulation development and sharing

Each party shall provide copies of its annual hunting regulations for the upcoming hunting season to all other parties by August 31 of each year. To meet wildlife management goals and promote harvest, the parties agree to work together to develop compatible seasons and management options (including authorized weapons, areas, road management, and timing components) to meet their respective needs and objectives.

Any agreed requirements for specific species and/or areas shall be incorporated as Appendix C of this Agreement.

6.2 Harvest reporting

Each tribal party will provide its harvest data for harvest taking place within the Point Elliot Treaty area for the previous hunting season to the Northwest Indian Fisheries Commission prior to May 15 of each year. The Tribes signatory to this Agreement will authorize the NWIFC to notify WDFW which tribes submitted reports and the NWIFC will provide WDFW with a summary report for Point Elliott Treaty Tribes without identifying any particular tribe by June 15 of each year. WDFW shall provide harvest data for the previous hunting season to the tribal parties by June 15 of each year.

Harvest data will include, at minimum, the following information for big game species (*i.e.*, deer, elk, black bear, mountain lion, mountain goat) by each Game Management Unit (GMU): the total number of tags issued; and the total number of animals harvested separated by sex class and, as available, age/maturity/antler point. Small game (upland birds, waterfowl, bobcat, etc.) harvest will be summarized annually, as available. Because game species cross reservation boundaries, the annual summary report should include both on- and off-reservation harvest. The report will also include harvest activity from special season hunts such as wildlife damage hunts, ceremonial hunts, and other mortality sources as available. For the purposes of capturing a 12-month timeframe, the report will cover all harvest from April 1 through March 31 and will be submitted to the parties as provided above.

Each party agrees to implement a harvest reporting system for its members or constituents that encourages and/or requires harvest reporting for every tag issued.

Hunter reports should be submitted regardless of whether a hunter was successful. The system by which each party uses to encourage and/or require harvest reporting by its members or constituents will be communicated at the annual meeting.

WDFW and the Tribes will establish a technical work group to improve the precision of harvest data and provide recommendations to the parties to this Agreement for consideration for inclusion in future agreements. In addition, the technical work group shall conduct population studies for the Nooksack elk herd on a yearly basis and results shall be summarized in a written report by the parties prior to the annual meeting. The technical work group may select other populations to conduct population studies as considered appropriate. The results of this report shall be used by the parties to set harvest goals for the following year.

6.3 Hunting on Private Industrial Timberlands

The parties disagree on the definition of "open and unclaimed land" as it pertains to Treaty hunting. The parties also disagree with respect to the ability of landowners and/or WDFW to limit or regulate tribal hunters claiming a treaty right to hunt on private lands. Therefore consistent with the reservation of rights set out in section 2, nothing in this section 6.3, or in private landowner access agreements entered into pursuant to this section, shall be construed to define, limit, or expand the rights of tribes to hunt under the Point Elliott Treaty on such lands.

Thus, for purposes of this section 6.3 only, private industrial timberlands under access agreement with tribes and located within the geographic area covered by this Agreement will be considered to be available for treaty hunting by WDFW where consistent with the following conditions:

- Tribal hunters are members of a Tribe that is signatory to this Agreement and the Tribe is sharing harvest data, hunting regulations, and other information as set forth in this Agreement;
- Signatory tribes have hunting regulations in place that apply to tribal member hunters accessing private industrial timberlands;
- The owner of private industrial timberlands is providing some access to both State and Tribal hunters for the current hunting season. Signatory tribes have informed WDFW of Tribal access that has been secured by landowner agreement and have provided a copy of the access agreement to the WDFW Regional Office; and
- Tribal hunters have utilized the property consistent with any landowner terms and conditions.

Where any one of the above conditions is not met, this Section 6.3 shall not apply.

For purposes of this section 6.3 only, the following principles will apply:

- WDFW and the Tribes agree to discuss season and regulatory approaches for wildlife management and harvest on private industrial timberlands, including ceremonial needs;
- WDFW and the Tribes will cooperate in developing management provisions (such as wildlife surveys, timber damage management, stewardship activities, security, and monitoring) associated with hunter access to private industrial timberlands, when possible;
- Upon request by one or more Tribes, WDFW will assist the Tribe(s) in securing hunter access to private industrial timberlands; and,
- Owners of private industrial timberlands may, without concern of WDFW enforcement action, grant access to members of tribes that are party to this Agreement.

For the purposes of this Agreement only, private industrial timberlands are defined as large blocks (640 acres or greater) of privately-owned forest that are capable of growing a merchantable stand of timber and/or being managed for commercial timber harvest. Private industrial timberlands may also include smaller blocks of privately-owned forest land that the affected tribe and WDFW agree in writing shall be subject to this Agreement.

6.4 Ceremonial Hunting

WDFW recognizes the cultural and historical importance of wildlife to the Tribes and respects the circumstances that result in Tribal authorization of off-reservation ceremonial hunts, which may occur outside an established hunting season. Tribes will notify WDFW preferably via electronic mail, and secondarily via telephone or facsimile, addressed to the Captain, Sergeants, and Wildlife Program Deputy Assistant Director identified in the list of e-mail addresses set forth in Appendix D before an off-reservation ceremonial hunt commences, except for time-sensitive immediate ceremonial needs in which case notice will be provided on the next business day. Ceremonial harvest information will be included as part of the annual harvest data report.

6.5 Wildlife Population Monitoring and Research

Wildlife population monitoring and research is crucial to proper management of harvested wildlife populations. In particular, studies should strive to identify sustainable harvest levels by Population Management Unit (PMU) for agreed upon priority species, and provide unbiased estimates of population abundance, age and sex composition, wildlife distribution and habitat use, and estimates of survival.

To assist the parties in estimating herd population and composition of the Nooksack elk herd, the parties have used radio collars to track members of the herd. The parties acknowledge the importance of, as well as expense involved in using, this technology. As a result, the parties agree to implement a harvest reporting system for its members or constituents that encourages and/or requires harvest reporting for any

radio-collared animal and the return of such collars to WDFW or the tribe, as applicable. The system by which each party uses to encourage and/or require harvest reporting and equipment return by its members or constituents will be communicated at the annual meeting.

The parties agree to work with one another at the annual meeting to identify management-driven research needs, such as needs outlined in WDFW wildlife management plans. Where feasible, the parties agree to work together on joint projects in order to leverage funding and resources to conduct the research study. The parties agree to openly share research data and analytical results with each other. At each annual meeting, each party will provide a summary of research activities and results initiated or obtained since the prior annual meeting.

6.6 Habitat Management, Habitat Restoration, and Wildlife Refuges

The parties agree that joint projects with landowners to protect, restore, and enhance habitat that is important to sustain viable wildlife populations are beneficial. Accordingly, the parties agree that they will seek to identify opportunities to work together and with other appropriate entities to protect, restore, and enhance wildlife habitat.

The parties recognize that consistent with other wildlife population goals, wildlife management practices such as providing wildlife refuges, limiting disturbance on winter ranges, or providing public wildlife viewing opportunities may preclude hunting activities in specific areas. The parties will work cooperatively to identify those needs and ensure harvest regulations are consistent to meet mutual goals.

6.7 Damage Hunts

Both the WDFW and Tribes agree that non-lethal damage control techniques should be exhausted prior to the use of lethal removal and that lethal removal should be utilized as a last resort, particularly in regard to wildlife populations that the Parties are re-building. The parties commit to cooperatively pursue non-lethal control techniques to minimize damage to wildlife populations.

The parties disagree on the scope and nature of the management authority set forth in WAC 232-36-051. Nevertheless, for purposes of this Agreement, some tribal Parties may choose to participate in WDFW-managed damage hunts. Those Tribes interested in participating in damage hunts will advise WDFW how to contact interested Tribes about damage hunt opportunities and allocate that opportunity among the interested Tribes. WDFW commits to work with interested Tribal Parties to provide equitable harvest opportunities. WDFW will track the number of damage permits issued and report the number of animals harvested. The area of the damage hunt shall be identified in the WDFW damage permit.

If a landowner approaches a Tribe about assistance with damage hunts, the Tribe commits to notify WDFW enforcement which, for purposes of this Agreement, will coordinate the response to the landowner. Notwithstanding the method of allocation referenced above, the Tribe contacted, if it desires, will have an equitable opportunity to participate in the damage hunt.

6.8 Utilization of Road-Kill and Other Mortalities

If requested by Tribes, WDFW Enforcement may contact Tribal authorities about utilizing road-killed big game, seized poached wildlife, or wildlife culled in game damage hunts. In instances where Tribes have located road-killed big game prior to being notified by WDFW, Tribes will notify WDFW Enforcement prior to salvaging, or within a reasonable time after salvaging, the animal if prior notice will result in spoilage, waste, or health and safety issues.

6.9 Marine Mammal Management

Marine mammal management is outside the scope of this Agreement.

7. ENFORCEMENT

WDFW and Tribal enforcement officers will work cooperatively and share violation information. Both WDFW and Tribal enforcement officers may request identification from hunters. Nothing in this Agreement confers on Tribal enforcement officers any authority over hunters who do not identify themselves as being Tribal members. If a hunter refuses to provide identification, the Tribal enforcement officer may contact State law enforcement.

The parties disagree as to whether State general public safety laws and regulations apply to Tribal hunters hunting pursuant to this Agreement. The parties acknowledge that it is WDFW's position that within the scope of their authority, WDFW enforcement officers reserve the authority to enforce State general public safety laws and regulations for all hunters hunting under the terms of this Agreement. Upon request, WDFW may enter into individual agreements with signatory tribes on the enforcement of public safety laws and regulations. WDFW and a signatory tribe may use Appendix F to this Agreement for guidance.

7.1 Public Safety Violations.

7.1.1. Agreement. If a signatory tribe has entered into an agreement with WDFW on the enforcement of state public safety laws and regulations, the agreement shall control the enforcement of state public safety laws and regulations.

7.1.2 No Agreement. If WDFW and a signatory tribe have not signed a separate agreement on the enforcement of state public safety laws and regulations, the following shall apply. WDFW will forward information (case reports) regarding public safety violations by that tribe's members to the appropriate county prosecutor

for consideration of charging and prosecution, and will notify the tribal enforcement entity at the same time of any cases involving a tribal member. The parties also acknowledge that in the event one or more Tribal hunters of any Tribe who is party to this Agreement are cited by WDFW for violation(s) of State general public safety laws while hunting pursuant to Tribal hunting regulations, each Tribe reserves its right, on its own behalf as well as on behalf of any individual Tribal member hunter, to contest any such citation filed in any court and to take whatever action necessary to fully defend against such action. In the event that the hunter's Tribe has similar laws, WDFW and the Tribe may discuss with the county prosecutor whether to defer prosecution to the Tribe.

7.2. Violations of Non-Public Safety Tribal Hunting Regulations. When a WDFW officer encounters tribal hunters and the officer has probable cause to believe that the hunters are in violation of tribal hunting regulations other than public safety regulations, the WDFW officer will promptly contact the appropriate tribal enforcement entity to report the violation. WDFW shall subsequently forward the information (case reports, including probable cause statements, and evidence, if any) to the appropriate tribal enforcement entity for charging and prosecution. See Tribal enforcement contact list, Appendix E.

7.3. Private Industrial Timberlands. Except as provided in Sections 7.1 and 7.2, where a WDFW officer encounters tribal hunters and the officer has probable cause to believe the individuals are not hunting in compliance with state law and/or conditions listed in Section 6.3 of this Agreement, WDFW reserves the right to enforce state law, provided WDFW shall confer with Tribal enforcement and promptly forward to Tribal enforcement copies of the probable cause statements and case reports. If the WDFW officers have probable cause to believe the tribal hunters are in violation of both state and applicable tribal law, and the relevant state and tribal laws are consistent, WDFW may refer the matter to tribal enforcement authorities for prosecution. However, WDFW reserves the right to enforce state law, if the Tribal prosecutor, absent good cause for delay or dismissal, does not proceed with charging within six months of the alleged offense date and diligently prosecute. Further, consistent with the reservation of legal rights in Section 2 of this Agreement, the Tribes reserve the right to challenge any prosecution of a tribal member for violation of State hunting laws while hunting on private industrial timberland.

7.4 Subpoenas. WDFW enforcement officers will respond to Tribal court subpoenas, and Tribal enforcement officers will respond to state court subpoenas. Final disposition of all violations will be shared between the affected parties.

7.5. Requests for Information. A signatory tribe may request additional information from the state concerning a particular WDFW officer's encounter with its members. If a tribe makes such a request, WDFW shall provide to the requesting party any information relevant to the incident, including a copy of the dispatch report, within a reasonable time.

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.

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(ies) to notify the proponent that the particular issue is disputed, and allow time for a request for dispute resolution as provided in this Agreement.

In the event of a dispute, the parties shall 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

9.1 Amendments and modifications.

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

9.2. 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.

9.3. Non-Tribal Members Hunting on Reservation.

Tribes will notify WDFW to discuss the legal parameters and license/tag requirements prior to opening land within a reservation to allow non-tribal member hunting.

10. CONTACT INFORMATION

The principle contacts for the parties to this agreement are:

Bob Everitt
Regional Director
WDFW
16018 Mill Creek Blvd.
Mill Creek, WA98012
(425) 775-1311 (office)
(425) 388-1066 (fax)
bob.everitt@dfw.wa.gov

Frank Bob
Policy Representative
Lummi Nation
2665 Kwina Road
Bellingham, WA 98226
(360) 312-2308 (office)
(360) 380-6989 (fax)
frankb@lummi-nsn.gov

Jason L. Joseph
Natural Resources Director
Sauk-Suiattle Indian Tribe
5318 Chief Brown Lane
Darrington, WA 98241
(360) 436-0347 (office)
(360) 436-0647 (fax)
jjoseph@sauk-suiattle.com

Shawn Yanity
Fisheries Manager
Stillaguamish Tribe
P.O. Box 277
Arlington, WA 98223-0277
(360) 652-7362 ext 228 (office)
(360) 659-3113 (fax)
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Rob Purser
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Suquamish Tribe
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Todd Wilbur
Vice-chairman, F&W Commission
Swinomish Tribe
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(360) 466-4047 (fax)
twilbur@swinomish.nsn.us

Raymond Fryberg
Dep. Dir. of Natural/Cultural Res.
Tulalip Tribes
6700 Totem Beach Road
Marysville, WA 98271
(360) 716-4598 (office)
(360) 651-4490 (fax)
rfryberg@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

Melissa Calvert
Dir. of Wildlife and Cultural Res.
Muckleshoot Indian Tribe
39015-172nd Ave SE
Auburn, WA 98092
(253) 876-3266 (office)
(253) 876-3312 (fax)
melissa.calvert@muckleshoot.nsn.us

11. PARTY SIGNATURE AUTHORITY

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

 8/14/13

Phil Anderson Date
Director, WDFW

Merle Jefferson Date
Director of Natural Resources, Lummi Nation

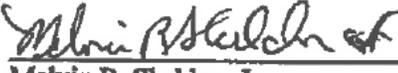
Virginia Cross Date
Chairwoman, Muckleshoot Indian Tribe

Norma Joseph Date
Chair, Sauk-Suiattle Tribe

Shawn Yanity Date
Chairman, Stillaguamish Tribe

Leonard Forsman Date
Chairman, Suquamish Tribe

Brian Cladoosby Date
Chairman, Swinomish Tribe

 9/10/13

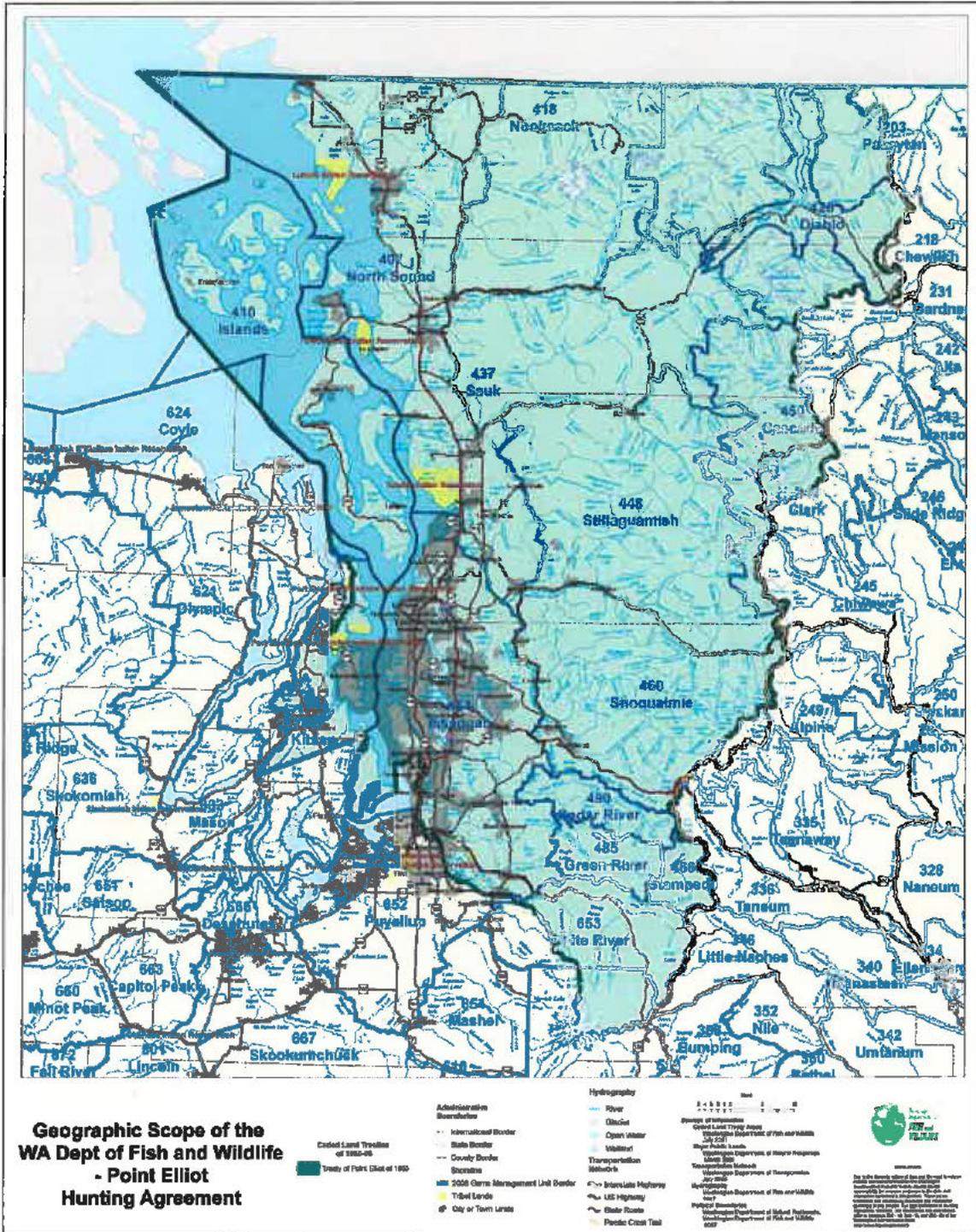
Melvin R. Sheldon, Jr. Date
Chairman, Tulalip Tribes

Jennifer Washington Date
Chairperson, Upper Skagit Tribe

Appendix A: Wildlife species covered in this agreement.

Cottontail rabbits
Snowshoe hare
Fox
Black bear
Raccoon
Cougar
Bobcat
Elk
Deer
Coyotes
Mountain goat
Waterfowl
Turkey
Forest grouse
Quail
Pheasant
Band-tailed pigeon
Mourning doves
Snipe

Appendix B: Map describing geographic area covered by this agreement.



Appendix C: Specific species and/or area requirements

GMU 418 Elk Harvest Agreement for 2013/2014 Season

Introduction:

The cooperative management efforts by WDFW and the Tribes over the past several years, including refraining from harvest, enhancing habitat quality, and augmenting the population, have re-built the North Cascade elk herd.

GMU 418 Boundary:

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.

Permit levels:

WDFW and Tribal biologists have agreed that up to 50 bull elk may be harvested in GMU 418.

The State shall be entitled to harvest no more than 25 elk (13 any bull permits and 12 spike permits) from GMU 418 for the 2012/2013 season. The Point Elliott Treaty Tribes shall be entitled to harvest no more than 25 elk (13 any bull permits and 12 spike permits) from GMU 418 for the 2012/2013 season.

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

Season:

State and tribal elk hunting will occur between September 1, 2013 and December 31, 2013, unless otherwise agreed. Ceremonial elk hunting may be conducted outside this timeframe and is subject to the permit levels identified above.

**Appendix D: List of WDFW Enforcement Officer Contacts
for ceremonial hunting notification.**

Enforcement officer contact information not displayed.

Appendix E: List of Tribal Enforcement Officer Contacts

Tribal enforcement officer contact information not displayed.

Mountain Goats

WDFW and Tribes will consider a list of sub-populations to open to hunting in the future. The parties will meet in the fall of 2013 to continue discussions on mountain goat management.

North Rainier Elk Herd

The parties agree to limit harvest to bull-only for general season and permit hunts for GMUs 460 (except Special Elk Area 4601), 466, 485, and 653. WDFW will coordinate with Tribes about participating in damage control hunts.

APPENDIX F: PUBLIC SAFETY VIOLATION ENFORCEMENT

Example:

Name of Tribe- WDFW Public Safety Violation Enforcement Protocols

The following protocols shall govern WDFW enforcement of the state public safety laws and regulations set forth below against members of the _____ Tribe for public safety violations. These protocols, however, shall not affect the rights of WDFW or the Tribe to enforce any other public safety laws or regulations not specifically set forth below, nor shall it grant any additional rights. These protocols shall be the only action taken to enforce the following public safety laws and regulations:

1. Loaded Firearm in Vehicle. *RCW 77.15.460(1) and WAC 232-12-828(6)* prohibit possession of rifle or shotgun in a vehicle when a shell or cartridge is either in the chamber or the attached magazine. _____ Tribal Ordinance _____ likewise prohibits transporting loaded firearms. If a WDFW Enforcement Officer encounters a member of the Tribe transporting loaded firearms, WDFW shall promptly refer the matter to the Tribe to process under tribal law.

2. Negligent Shooting Across Roadway. *RCW 77.15.460(2)* prohibits negligent shooting of a firearm from, across, or along the maintained portion of a public highway; _____ Tribal Ordinance _____ likewise prohibits shooting firearms across public roads. If a WDFW Enforcement Officer encounters a member of the Tribe shooting firearms from, across or along public roads, WDFW shall promptly refer the matter to the Tribe to process under tribal law.

3. Hunting While Intoxicated. *RCW 77.15.675* prohibits hunting under the influence of intoxicating liquor or drugs; _____ Tribal Ordinance _____ likewise prohibits hunting while intoxicated. If a WDFW Enforcement Officer encounters a member of the Tribe hunting while intoxicated, WDFW shall secure the suspect to address any immediate threat to public safety, and shall thereafter refer the matter to the Tribe to process under tribal law. If detention of the suspect is reasonably necessary to protect public safety, WDFW shall promptly contact Tribal Enforcement and, if Tribal Enforcement is able to take custody of the suspect within a reasonable period of time, transfer the suspect to Tribal custody.

4. Spotlighting and Artificial Light. *RCW 77.15.450* prohibits hunting big game with aid of a spotlight, artificial light, or night vision equipment, while possessing a firearm, bow and arrow, or crossbow. "Big game" includes elk, deer, moose, mountain goat, caribou, mountain sheep, pronghorn antelope, cougar, and bear. _____ Tribal Ordinance _____ likewise prohibits hunting with artificial light. If a WDFW Enforcement Officer encounters a member

of the Tribe hunting with artificial light, WDFW shall promptly refer the matter to the Tribe to process under tribal law.

5. Hunting Hours. *WAC 232-12-289* sets lawful hunting hours for most game species as ½ hour before sunrise to ½ hour after sunset, except for bobcat and raccoon when the area is not open to modern firearms hunting of deer and elk. _____ Tribal Ordinance _____ likewise sets lawful hunting hours. If a WDFW Enforcement Officer encounters a member of the Tribe hunting outside established hunting hours, WDFW shall refer the matter to the Tribe to process under tribal law.

6. Hunter Orange. *WAC 232-12-055* generally prohibits hunting during modern firearm season unless the hunter is wearing 400 square inches of hunter orange. Hunter orange is not required for hunting upland game birds with muzzleloader, bow or falconry. _____ Tribe does not require hunter orange. If a WDFW Enforcement Officer encounters a member of the Tribe hunting without hunter orange, WDFW will take no enforcement action with respect to *WAC 232-12-055*.

The referral by WDFW to the Tribe shall include probable cause statements, case reports, physical evidence, and any other discoverable materials relevant to the referral. If the Tribe's prosecuting authority, absent good cause, fails to proceed with charging within six (6) months of submission of the referred charge(s) to the Tribe, and diligently prosecute, WDFW may refer the matter to the appropriate non-tribal prosecuting authority. Nothing in this Section shall limit the prosecutorial discretion of the Tribe under tribal law in any matter referred.

If a WDFW Enforcement Officer or other enforcement officer fails to refer a matter initially to the Tribe which is subject to the requirements of this Section of the Agreement, WDFW shall advocate for the transfer or removal of the matter from state court to the Tribe's Court.

WDFW and Tribal enforcement officers will work cooperatively and share information pertinent to the alleged violation(s). Both WDFW and Tribal enforcement officers may request identification from hunters. WDFW enforcement officers will respond to the Tribe's subpoenas, and Tribal enforcement officers will respond to state court subpoenas. Final disposition of all violations will be shared between the affected parties.

Additionally, beginning six months from the effective date of this Agreement, and every six months thereafter while this Agreement is in effect, the Tribe shall provide WDFW a written report of: (1) all active matters referred to the Tribe under this appendix; (2) the date of the referral; (3) a description of the tribal law violation(s) at issue; (4) name(s) of the defendant(s); (5) the status of the matter; and (6) for any matter disposed during the six-month period, a summary of the disposition (including

whether prosecuted or dismissed, and any penalty imposed). Upon request by WDFW, the Tribe shall provide such information regarding specific enforcement encounters within a reasonable time.

The Tribe will further provide current copies of tribal laws including current codes and regulations to WDFW to facilitate co-management and enforcement efforts.