



**HUNTING CO-MANAGEMENT AGREEMENT BETWEEN  
THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE  
AND THE SKOKOMISH INDIAN TRIBE  
(PUBLIC LANDS AND PRIVATE INDUSTRIAL TIMBERLANDS)**

*Final Version 5*

**I. PREAMBLE AND PURPOSE**

The following is a hunting co-management Agreement between the Washington Department of Fish and Wildlife (WDFW) and the Skokomish Indian Tribe (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 Tribe have certain authorities that potentially pertain to the same wildlife resource; and (2) there is a need for the State and the Tribe 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 wildlife populations and their habitats in a manner that provides a sustainable population and meaningful hunting opportunities for future generations. The purposes of this Agreement are to: (1) provide a cooperative and coordinated science-based approach to resource management and management of the harvest opportunity in consideration of the needs of the signatories; (2) promote joint efforts to increase access to private industrial timberlands; (3) promote communication between The Parties on policy, enforcement, and technical issues; and (4) provide a process to resolve and/or avoid conflicts. By signing this Agreement, The Parties agree to cooperate in implementing this Agreement.

**II. LEGAL RIGHTS**

No party to this Agreement waives any claim or legal argument with respect to the nature or scope of treaty hunting rights, state or tribal jurisdiction, or management authority. This Agreement is not intended to nor shall it define the nature or scope of the treaty right to hunt, nor the meaning or scope of open and unclaimed lands as described in the Treaty. 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 of Point No Point, nor from taking such position or making such arguments as they shall in their 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. By signing this Agreement, no party waives its sovereign immunity.

### **III. TERM**

This Agreement will become effective upon the date the last party signs. The Agreement will expire on May 31, 2014. This Agreement will automatically renew for an additional two years unless a written objection to the renewal is served on the other party at least 30 days before the scheduled expiration date. Either party may also withdraw from this Agreement prior to the expiration date by giving the other party 30 days written notice of the party's intent to withdraw. Written notice shall be provided by United States Mail to the designated contact person (see Section X) for each party. The 30-day period will begin on the notification date stated in the letter or the postmark date, whichever is later.

### **IV. SPECIES AND GEOGRAPHIC AREA COVERED BY THIS AGREEMENT**

This Agreement covers wildlife species listed in Appendix A.

The Parties disagree on the geographic areas subject to the Skokomish Tribe's hunting rights under the Treaty of Point No Point. Nevertheless, The Parties agree that the geographic area covered by this Agreement shall be the shaded area identified as the Point No Point Treaty Area in the map attached as Appendix B.

### **V. COMMITMENT TO PLAN AND COORDINATE**

The Parties agree to meet annually. Each party will designate one individual to represent its party to coordinate the terms of this Agreement (see Section X). 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: a discussion to evaluate, update, and renew the Agreement; a joint review of the status of game populations within the geographic area covered by this Agreement; a report by each party regarding the previous season's and the present season's harvest, based on available data; future regulation development and permit levels; and a discussion on enforcement issues. Other agenda topics may include: reviewing the terms of this Agreement; identifying future wildlife population monitoring and research needs; identifying wildlife habitat needs and opportunities to conduct habitat protection or restoration projects jointly by the Parties and/or with landowners and other entities; and discussing joint public relations and outreach.

Either party may request a meeting to resolve issues of any kind arising during the term of this Agreement, provided that reasonable notice is given.

## VI. MANAGEMENT PRINCIPLES AND GUIDELINES

### A. Regulation development and sharing

Each party shall provide copies of their annual hunting regulations for the upcoming hunting season to the other party by May 31 of each year. To meet wildlife management goals and promote hunting opportunities, 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 needs and objectives.

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

### B. Harvest reporting

Each party will provide their harvest data for the previous hunting season to the other party via the Northwest Indian Fisheries Commission prior to June 15 of each year. WDFW and the Tribe will establish a technical work group to improve the precision of harvest data and provide recommendations to be incorporated in future agreements. 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 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 each party two weeks prior to the annual meeting so that the data from The Parties can be summarized and presented to The Parties at the time of the meeting.

Each party agrees to implement a harvest reporting system for their 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 their members or constituents will be communicated at the annual meeting.

### C. Hunting on Private Industrial Timberlands

The Parties disagree on the definition of “open and unclaimed land” as it pertains to Treaty hunting. Consistent with the reservation of legal rights in Section II of this Agreement, this section does not waive or otherwise compromise any party’s legal position or argument regarding the scope of the phrase, “open and unclaimed lands.”

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

- Tribal hunters are members of the Skokomish Indian Tribe and the Tribe is sharing harvest data, hunting regulations, and other information as set forth in this Agreement;
- The Tribe has 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 annual hunting season. The Tribe has informed WDFW of access that has been secured by landowner agreement; 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 does not apply.

For purposes of this Agreement only, The Parties agree to the following principles:

- State hunters shall comply with the applicable State hunting rules and regulations;
- WDFW and the Tribe agree to discuss season and regulation approaches for wildlife management on private industrial timberlands, including ceremonial needs;
- WDFW and the Tribe will cooperate in securing access and in developing access management provisions (such as wildlife surveys, timber damage management, stewardship activities, security, and monitoring) associated with obtaining hunter access to private industrial timberlands, when possible; and
- Signatories will inform each other of access that has been secured by landowner agreement. Owners of private industrial timberlands may, without concern of WDFW enforcement action, grant hunting access to members of the Tribe.

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 or are being managed for commercial timber harvest. Private industrial timberlands shall also include smaller blocks of privately-owned forest land that WDFW and the Tribe agree in writing shall be subject to this Agreement. Consistent with the reservation of legal rights in Section II of this Agreement, this section does not waive or otherwise compromise any party's legal position or argument regarding the scope of the phrase, "open and unclaimed lands."

#### D. Ceremonial Hunting

WDFW recognizes the cultural and historical importance of wildlife to the Tribe and respects the circumstances that result in Tribal authorization of off-reservation ceremonial hunts, which may occur outside an established hunting season. The Tribe will notify WDFW, preferably via electronic mail, and secondarily via telephone or facsimile, 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.

#### E. 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. 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 research studies. 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.

#### F. 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 signatories 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 range, 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.

#### G. Damage Hunts

Both the WDFW and the Tribe agree that non-lethal damage control techniques should be exhausted prior to the use of lethal removal and minimal lethal removal

utilized as a last resort, particularly in wildlife populations that The Parties are re-building. The Parties commit to cooperatively pursue non-lethal control techniques to minimize damage.

The Tribe may choose to participate in WDFW-managed damage hunts and will submit an approach before January 31 regarding how WDFW will contact the Tribe about damage hunt opportunities and allocating that opportunity. WDFW commits to work with the Tribe 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 landowners approach the Tribe about assistance with damage hunts, the Tribe commits to notify WDFW, which will coordinate the response.

#### H. Utilization of Road-Kill and Other Mortalities

If requested by the Tribe, 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 the Tribe has 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 cause spoilage, waste, or health and safety issues.

#### I. Marine Mammal Management

Marine mammal management is outside the scope of this Agreement.

### **VII. ENFORCEMENT**

Subject to The Parties' reservation of legal rights, as set forth in Section II of this Agreement, The Parties intend to coordinate their enforcement efforts in the manner described in this section.

#### A. Public Lands – Hunting Violations.

WDFW may submit a referral for charging determination to the Tribe's prosecuting authority, for hunting violations allegedly committed by any member of the Tribe on public lands located within the geographic area covered by this Agreement. The referral shall include probable cause statements, case reports, physical evidence, and any other discoverable materials. WDFW enforcement officers will respond to the Tribe's subpoenas. WDFW shall take no other enforcement action.

If a WDFW 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.

## B. Private Industrial Timberlands – Hunting Violations.

WDFW shall refer to the Tribe's prosecuting authority for charging determinations, all tribal hunting violations allegedly committed by any member of the Tribe on private industrial timberlands.

The referral shall include probable cause statements, case reports, physical evidence, and any other discoverable materials. If the Tribe's prosecuting authority, absent good cause, fails to proceed with charging within six (6) months of the alleged offense date 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. In the event that WDFW disputes the Tribe's good cause delay in making a charging determination or declination of a WDFW referral, the dispute shall be resolved pursuant to Section VIII of this Agreement.

If a WDFW 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 violation information. 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 Section VII (B); (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. A current copy is also maintained online at [http:// www.skokomish.org](http://www.skokomish.org).

## C. Public Lands and Private Industrial Timber Lands: Special Provisions for Public Safety Violations.

On public lands and private industrial timberlands, 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; STC 7.03.035 likewise prohibits transporting loaded firearms. A copy of the Skokomish Tribal On-Reservation and Treaty Hunting Ordinance is attached as Appendix E.*

If a WDFW Enforcement Officer encounters a member of the Tribe transporting loaded firearms, WDFW shall 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; STC 7.03.036 likewise prohibits shooting firearms across public roads. A copy of the Skokomish Tribal On-Reservation and Treaty Hunting Ordinance is attached as Appendix E.*

If a WDFW Enforcement Officer encounters a member of the Tribe shooting firearms across public roads, WDFW shall 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; STC 7.03.041 likewise prohibits hunting while intoxicated. A copy of the Skokomish Tribal On-Reservation and Treaty Hunting Ordinance is attached as Appendix E.*

If a WDFW Enforcement Officer encounters a member of the Tribe hunting while intoxicated, WDFW may 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 Skokomish 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. STC 7.03.039 likewise prohibits hunting with artificial light. A copy of the Skokomish Tribal On-Reservation and Treaty Hunting Ordinance is attached as Appendix E.*



If a WDFW Enforcement Officer encounters a member of the Tribe hunting with artificial light, WDFW shall 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 firearm hunting of deer and elk. STC 7.03.068 likewise sets lawful hunting hours. A copy of the Skokomish Tribal On-Reservation and Treaty Hunting Ordinance is attached as Appendix E.*

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. STC 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.

WDFW strongly endorses the uses of Hunter Orange in accordance with WAC 232-12-055.

The referral shall include probable cause statements, case reports, physical evidence, and any other discoverable materials. If the Tribe's prosecuting authority, absent good cause, fails to proceed with charging within six (6) months of the alleged offense date 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. In the event that WDFW disputes the Tribe's good cause delay in making a charging determination or declination of a WDFW referral, the dispute shall be resolved pursuant to Section VIII of this Agreement.

If a WDFW 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 violation information. 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 Section VII (C); (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. A current copy is also maintained online at [http:// www.skokomish.org](http://www.skokomish.org).

## **VIII. 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 party and would reasonably be expected to affect the other party's wildlife management program, the party proposing to take such action shall give reasonable written notice of the action to the other affected party. Notice shall be considered reasonable if it provides adequate time under the existing circumstances for the other party 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 Parties. Either 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 the other party.

## **IX. MISCELLANEOUS**

### **A. Amendments and modifications.**

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

C. Non-Tribal Members Hunting on Reservation.

The Tribe will notify WDFW to discuss the legal parameters and license/tag requirements prior to opening land within the Skokomish Reservation to allow non-tribal member hunting.

D. Notice of Execution of Other WDFW Hunting Co-Management Agreements with Federally Recognized Indian Tribes.

WDFW shall provide to the Tribe a copy of all other WDFW Hunting Co-Management Agreements or similar agreements with federally recognized Indian tribes that allow hunting in the Point No Point Ceded Area within ten (10) days of their respective execution date. Failure of WDFW to timely comply shall result in the immediate termination of this Agreement.

**X. CONTACT INFORMATION**

The principle contacts for The Parties to this agreement are:

Michele Culver  
Regional Director  
WDFW  
48 Devonshire Road  
Montesano, WA 98563  
(360) 249-4628 (office)  
(360) 249-1229 (fax)  
[michele.culver@dfw.wa.gov](mailto:michele.culver@dfw.wa.gov)


David Herrera  
Policy Representative  
Skokomish Tribe  
N 80 Tribal Center Road  
Skokomish Nation, WA 98584  
(360) 877-2100 (office)  
(360) 877-2104(fax)  
[dherrera@skokomish.org](mailto:dherrera@skokomish.org)

**XI. PARTY SIGNATURE AUTHORITY**

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

  
\_\_\_\_\_  
Phil Anderson  
Director, WDFW

10/1/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Miller  
Chairman, Skokomish Tribal Council

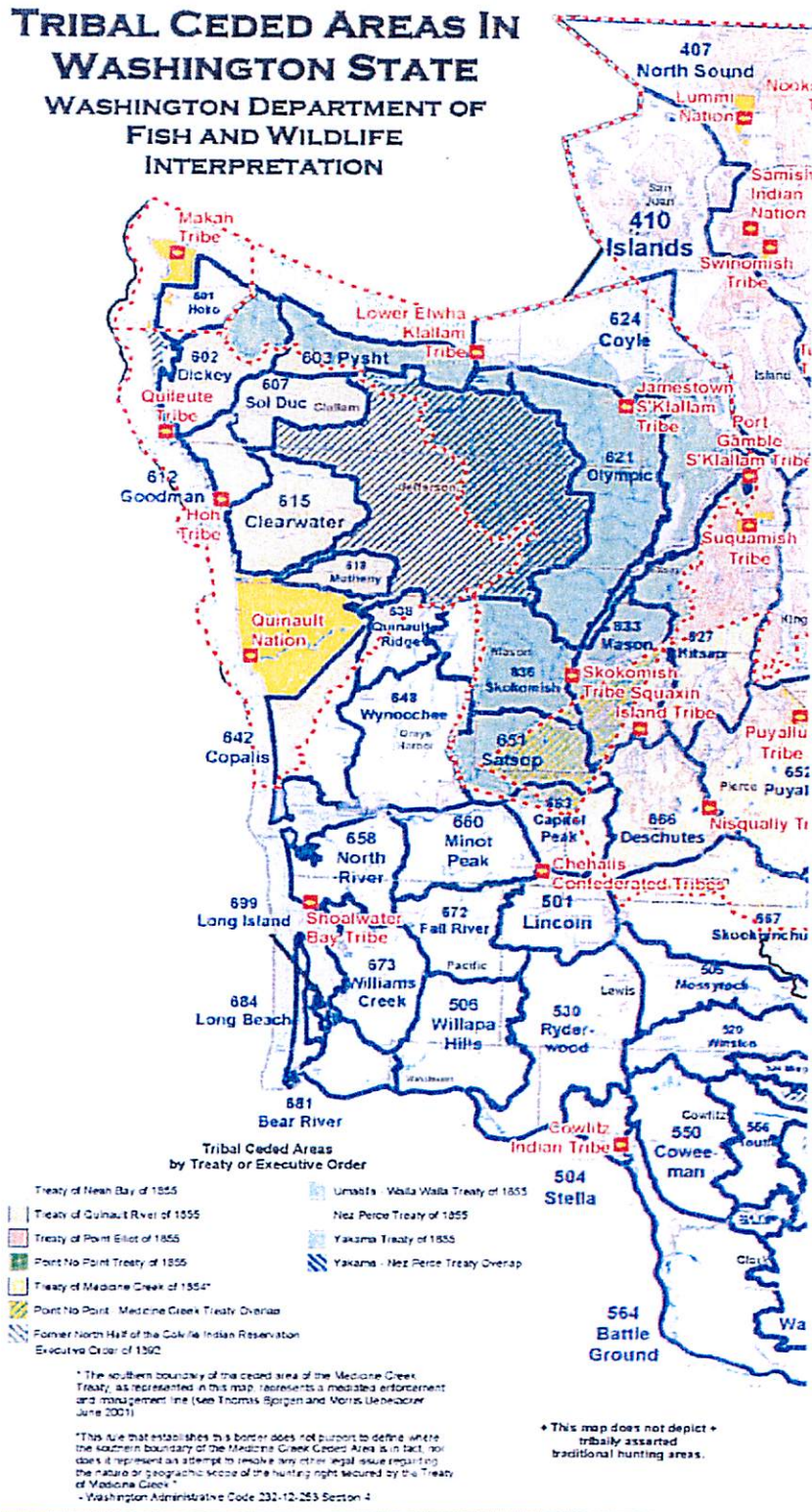
10/13/12  
\_\_\_\_\_  
Date

**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 B. Map describing geographic area covered by this agreement.



**Appendix C: Agreed requirements for specific species and/or areas**

**None as of October 1, 2012**

**Appendix D: List of WDFW Enforcement Officer Contacts  
for Ceremonial Hunting Notification.**

Enforcement officer contact information not displayed.



## **Appendix E: Skokomish Tribal On-Reservation and Treaty Hunting Ordinance**

Skokomish Tribal On-Reservation and Treaty Hunting Ordinance not displayed.

AMENDMENT 1

AGREEMENT BETWEEN THE SKOKOMISH INDIAN TRIBE AND THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE REGARDING TRADITIONAL HUNTING AREAS OUTSIDE OF THE AREA IDENTIFIED IN THE ORIGINAL CO-MANAGEMENT AGREEMENT (APPENDIX B)

Per Article IX.A of the HUNTING CO-MANAGEMENT AGREEMENT BETWEEN THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE (WDFW) AND THE SKOKOMISH INDIAN TRIBE (Tribe), this amendment serves as written agreement between the Tribe and WDFW that:

- Members of the Tribe have traditionally hunted on lands near the headwaters of the Wynoochee and Humptulips Rivers.
- Areas where Tribal hunting has occurred have been documented by the Tribe and corroborated by the Quinault Indian Nation.
- For enforcement purposes, the boundary of the traditional hunting area is described as:
  - That part of Game Management Unit (GMU) 636 that is not included in the map in Appendix B of this agreement.
  - That part of GMU 638 east of Forest Road 2204 (Campbell Tree Grove Road).

The undersigned parties agree that the traditional hunting area described in this amendment expands the area described in Appendix B and is covered by the co-management agreement.

  
Philip Anderson  
Director, WDFW

11/16/12  
Date

\_\_\_\_\_  
Charles Miller  
Chair, Skokomish Tribal Council

Date

**AMENDMENT 3**

**AGREEMENT BETWEEN THE SKOKOMISH INDIAN TRIBE AND THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE REGARDING TRADITIONAL HUNTING AREAS OUTSIDE OF THE AREA IDENTIFIED IN THE ORIGINAL CO-MANAGEMENT AGREEMENT**

Per Article IX.A of the HUNTING CO-MANAGEMENT AGREEMENT BETWEEN THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE (WDFW) AND THE SKOKOMISH INDIAN TRIBE (Tribe), this amendment serves as written agreement between the Tribe and WDFW that:

- The term of the Agreement is revised to May 31, 2018.
- After this date, the Agreement will automatically renew for an additional two years unless a written objection to the renewal is served on the other party at least 30 days before the scheduled expiration date.
- All other provisions of the Agreement, as amended, remain in effect for this extended term.

The undersigned parties agree that the term of the Agreement in this amendment is extended as described above.

*for* Michelle K. Culver 6/1/16  
Jim Unsworth Date  
Director, WDFW

Charles Miller 05/25/16  
Charles Miller Date  
Chair, Skokomish Tribal Council