

**HUNTING CO-MANAGEMENT AGREEMENT BETWEEN THE
NISQUALLY INDIAN TRIBE AND THE
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

1. PREAMBLE AND PURPOSE

On December 26, 1854, Governor Isaac I. Stevens, signed the “Treaty of Medicine Creek” with Nisqually tribal leaders and other Medicine Creek signatories. The Nisqually Indian Tribe and other signatories ceded, relinquished and conveyed to the United States, all of their rights, titles, and interests in and to the lands and country occupied by them as outlined in the Treaty.

In exchange for ceding, relinquishing and conveying title and interest in and to their lands, the Nisqually Indian Tribe retained (along with other privileges not the focus of this agreement) the privilege of hunting on open and unclaimed lands within the ceded areas of the Medicine Creek Treaty boundaries referred to within this agreement.

This Hunting Co-Management Agreement (hereinafter “Agreement”) is created pursuant to the Treaty of Medicine Creek, the Centennial Accord, the New Millennium Agreement, the Inter-Local Agreement Act, Chapter 39.10 RCW, and the Washington Fish & Wildlife Commission Policy Nos. POL-C3607 and C-6002, and other authorities.

Parties to this Agreement are the Washington Department of Fish and Wildlife (“WDFW”) and the Nisqually Indian Tribe (“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 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; and that management and enforcement are coordinated, effective, and efficient.

The parties disagree on the geographic scope of the areas subject to the Tribe’s off-reservation hunting rights under the Treaty of Medicine Creek (“Treaty”) and the interpretation of the phrases “open and unclaimed lands.”

The parties recognize the need to manage wildlife populations and their habitats in a manner that provides sustainable populations and harvests today and for future generations. The purposes of this Agreement are to: (a) manage the resource without unwanted conflict despite a current disagreement regarding the interpretation of the Treaty and scope of WDFW’s enforcement jurisdiction; (b) 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; (c) promote joint efforts to increase access to private industrial timberlands; (d) assist the parties in cooperative management of hunting by coordinating tribal and state hunting and sharing regulations and harvest data; (e) promote communication between the parties on

policy, enforcement, and technical issues; and (f) provide a process to resolve and/or avoid conflicts.

By signing this Agreement, all parties agree to cooperate in implementing this Agreement.

2. TERM

This Agreement will become effective as to any party upon the signature of that party to this Agreement. Either Party may terminate this Agreement by giving 30 days written notice of the party's intent to terminate. Written notice shall be provided by United States Mail to designated contact person (see Section 11) for each party. The 30-day period will begin on the notification date stated in the letter or the postmark date, whichever is later.

3. SPECIES COVERED BY THIS AGREEMENT

This Agreement covers wildlife species listed in Appendix A.

4. GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The parties disagree on the geographic areas subject to the Tribe's hunting rights under the Treaty of Medicine Creek. Nevertheless, the parties agree that the geographic area covered by this Agreement is depicted in Appendix B.

5. COMMITMENT TO PLAN AND COORDINATE

The parties agree to meet annually each Spring before April 30. Each party will designate one individual to represent its party to coordinate the terms of this Agreement (see Section 11). 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 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; a report by each Party on its harvest accounting practices and effectiveness; a joint review of management practices and recommendations for future improvements; future regulations 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; a summary of research activities and results initiated or obtained since the prior annual meeting; identifying wildlife habitat needs and opportunities to conduct habitat protection 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 terms of this Agreement.

6. MANAGEMENT PRINCIPLES AND GUIDELINES

6.1 Regulation development and sharing. The parties shall exchange copies of their annual hunting regulations for the upcoming hunting season by June 15. 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.

6.2 Harvest Reporting. Each party will provide their big game harvest data for the previous hunting seasons to the other party. For the purposes of capturing a 12-month timeframe, the report will cover all harvest from April 1 through March 31 and will be shared when its available. 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 hunters or 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 such as special season hunts, wildlife damage hunts, ceremonial hunts, and other mortality sources as available.

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.

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 enforce state laws for tribal hunters claiming a treaty right to hunt on private lands. Therefore, consistent with the reservation of rights set out in Section 9, nothing in this Section 6.3 or in any developed 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 Medicine Creek Treaty on such lands.

Thus, for 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 by WDFW to be available for treaty hunting where consistent with the following conditions:

- 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 current hunting season; provided that access for Tribal and non-Tribal hunters need not be the same and may differ as to time and duration; and
- The private landowner has given permission to the Tribe to access the land for hunting. Tribal access agreements may be either oral or written. In either case, the Tribe shall inform the WDFW Wildlife Regional Program Manager of the Tribal access agreement, including when and where hunting may occur, and provide a copy of any written access agreement or a summary of any oral access agreement (The Tribe may redact from the copy provided to WDFW the amount paid for the access agreement, the insurance or bond provided, and the wording of any waiver of Tribal sovereign immunity);
- Tribal hunters have utilized the property consistent with any landowner terms and conditions, provided those conditions are non-discriminatory and applicable to all hunters; and
- Owners of private industrial timberlands may, without concern of WDFW enforcement action, grant access to members of the Tribe consistent with the provisions in Section 6.3.

For the purposes of this Agreement only, the requirement that the owner of the private commercial timberlands allow “some open access” to both State and Tribal hunters for the current year’s hunting season is property-specific. For example, if an owner sells, leases, or permits access to hunters on the owner’s land or a portion thereof, the owner must provide an opportunity to both State and Tribal hunters to access to the same parcel(s) of land in order to be considered for the purposes of this Agreement.

For the purposes of this Agreement only, “some open access” is also satisfied where the owner allows access to the general public for hunting on the same parcel(s) of land where Tribal access is granted through an agreement between the Tribe and the commercial timber landowner.

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

For purposes of this Agreement only, the parties agree to the following:

- WDFW and the Tribe agrees to discuss season and regulatory approaches for wildlife management and harvest on private industrial timberlands, including ceremonial and subsistence needs;
- WDFW and the Tribe 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 the Tribe, WDFW will assist the Tribe in securing hunter access to private industrial timberlands; and
- State licensed hunters shall comply with the applicable State hunting rules and regulations.

For the purpose 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 timberland may also include smaller blocks of privately-owned forest land that the Tribe and WDFW agree in writing shall be subject to this Agreement. The parties agree to continue discussion regarding the appropriate methods for recognizing smaller blocks of privately-owned forest lands appropriate for hunting. Private industrial timberlands do not include commercial agricultural farms and Christmas tree farms. Consistent with the reservation of legal rights in Section 9 of this Agreement this Section does not waive or otherwise compromise any party's legal position or agreement regarding the scope of the phrase "open and unclaimed lands."

6.4 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, addressed to the Captain, Sergeant, and Regional Wildlife Program Manager identified in the list of email addresses set forth in Appendix C, 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 Conflict Hunts.

The parties will coordinate efforts to alleviate property and crop damage caused by game subject to this agreement. WDFW and the Tribe agree that non-lethal damage control techniques should be utilized to the fullest extent and that lethal removal will be utilized to the degree necessary to reduce damage to acceptable levels and reinforce non-lethal techniques. The parties commit to cooperatively pursue non-lethal control techniques to minimize damage to game populations.

The parties disagree on the scope and nature of the management authority set forth in WAC 220-440-060. Nevertheless, for purposes of this agreement, the Tribe may choose to participate in WDFW-managed damage hunts and will advise WDFW regarding how to contact the Tribe about damage hunt opportunities. WDFW commits to work with the Tribe to provide equitable harvest opportunities. Where WDFW has discretion as to which persons will obtain damage control permits, WDFW will attempt to provide equitable harvest opportunities to the Tribe and state hunters. WDFW will track the number of damage permits issued to State hunters and landowners, and report the number of animals harvested. The area and effective dates of the damage hunt shall be identified in the WDFW damage permit. In addition to damage hunts, WDFW will notify the Tribe of any animals removed by WDFW staff, including enforcement personnel.

If a landowner approaches the Tribe about assistance with damage hunts, the tribe commits to notifying the WDFW Regional Wildlife Program Manager, who will work with the Tribe to coordinate the response to the landowner. If a Tribe is notified by a landowner that WDFW has authorized a damage hunt, the Tribe will notify WDFW Regional Wildlife Program Manager. WDFW will work with the landowner and the Tribe to manage and implement the damage hunt with State and Tribal hunters. Notwithstanding the method of allocation referenced above,

WDFW will incorporate Tribal hunters to conduct the damage hunt when requested by landowner.

6.6 Utilization of Road-Kill and Other Mortalities.

A member of the Tribe may salvage, transport and possess for his or her personal use big game animals that are accidentally killed by a motor vehicle collision. The Tribal member shall report the salvaging of an animal to the Tribe within 48 hours. The Tribe shall issue a salvage tag that the member shall retain as evidence that the animal was taken lawfully under this agreement. In order to augment WDFW data on road-killed animals the Tribe shall include salvage data along with the harvest report the Tribe provides WDFW under section 6.2 of this Agreement. An animal involved in a motor vehicle accident that is injured shall not be killed to facilitate salvage unless the animal is mortally injured and is in distress, and in any event, only if authorized by a commissioned law enforcement officer with Jurisdiction. WDFW may also contact Tribal authorities about utilizing seized poached wildlife or wildlife culled in game damage hunts.

Outside the geographic area covered under this agreement, Tribal citizens may salvage road-killed deer and elk pursuant to WAC 220-400-040.

6.7 Marine Mammal Management. Marine mammal management is outside the scope of this Agreement.

6.8 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 to leverage research funding and resources. 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.

For species that have ceremonial and cultural significance not covered under this agreement, the parties commit to working with each other to achieve mutually beneficial outcomes related to management and harvest opportunities.

6.9 Habitat Management, Habitat Restoration, and Wildlife Refuges

The parties agree that joint projects with landowners to protect, restore, and enhance important habitats 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 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.

7. ENFORCEMENT

Subject to the parties' reservation of legal rights, as set forth in Section 9 of this Agreement, the parties intend to coordinate their enforcement efforts in the manner described in this section.

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 are not members of the Nisqually Tribe, and similarly, nothing in this Agreement confers on the WDFW enforcement any authority over Tribal members beyond existing law. If a non-Indian hunter refuses to provide identification, the Tribal enforcement officer may contact State law enforcement. If a Tribal hunter refuses to provide identification, the WDFW officer may contact Tribal enforcement.

7.1 Investigations

The parties shall cooperate and coordinate investigations concerning hunting violations involving persons hunting under the jurisdiction of the other party. Thus, if a Nisqually member is being investigated for possible violations of State or Tribal law, WDFW will inform Nisqually enforcement. WDFW will ordinarily afford Nisqually an opportunity to aid or participate in the investigation.

7.2 Hunting-Related Public Safety Laws

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 its 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.

Notwithstanding this position, with respect to the following five laws, the parties agree as follows:

In circumstances under which the Tribe has public safety laws similar to State laws addressing:

1. Possession of a loaded firearm in a motor vehicle;
2. Negligent shooting across a roadway;
3. Hunting while intoxicated;
4. Spotlighting or Artificial Lights; or

5. Safe Hunting Hours.

The following provisions apply;

WDFW shall confer with the Tribe with respect to violations occurring during the exercise of Treaty hunting by the Tribe's members. WDFW referral of public safety law violations to the Tribe shall include probable cause statements, case reports, an inventory of physical evidence, and any other discoverable materials relevant to the referral.

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 as it pertains to the hunting-related public safety laws above, 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. Tribal enforcement, when operating in an area where they have cross-commission jurisdiction meeting the requirements of RCW 10.92.020(10), will secure the suspect and promptly contact WDFW or other nearby enforcement officers should a similar threat to public safety arise when encountering a non-Indian suspect, and a need for detention and transfer.

Should the Tribe elect to prosecute or otherwise address the public safety violation by the Tribal member, WDFW will not forward the case to the county prosecutor for prosecution in State court, but will forward information (case reports) regarding such violations to the appropriate Tribal enforcement entity for consideration of charging and prosecution for any cases involving a tribal member. Both parties will document all referrals to the tribal prosecutor. If the Tribe's prosecuting authority, absent good cause or outside the bounds of reasonable prosecutorial discretion, fails to proceed with charging within six (6) months of submission of the referred charge(s) to the Tribe, WDFW may refer the matter to the appropriate non-Tribal prosecuting authority provided that such referral is consistent with other applicable law. WDFW will give the tribal prosecutor notice before referring to state court a matter that was initially referred to the Tribe. Nothing in this Agreement shall limit the prosecutorial discretion of the Tribe under Tribal law in any matter referred.

The parties also acknowledge that in the event one or more Tribal hunters are cited by WDFW for violation(s) of State general public safety laws while hunting pursuant to Tribal hunting regulations, the 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. 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 at the Tribe's request. Notice must be provided to the Tribal Prosecutor's Office.

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 with a written report including: (1) all active public safety matters referred to the Tribe under this Section; (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.

7.3. 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 or hunting-related public safety regulations described in Section 7.2, 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.

7.4. Private Commercial Timberlands.

Where a WDFW officer encounters Tribal hunters on private commercial timberlands as defined in Section 6.3 of this agreement and the officer has probable cause to believe the individuals are not hunting in compliance with the conditions listed in Section 6.3 of this Agreement and are not hunting in compliance with State law, 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 Section 6.3 and therefore subject to State law, or are in violation of applicable Tribal law, WDFW shall 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, or reasonable exercise of prosecutorial discretion, does not proceed with charging within six (6) months of the alleged offense date and diligently prosecute. Further, consistent with the reservation of legal rights in Section 9 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 commercial timberland.

7.5 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.

7.6 Requests for Information.

The Tribe may request additional information from the State concerning a particular WDFW officer's encounter with its members. If the Tribe makes such a request, WDFW shall provide to the requesting party in the Tribe any information relevant to the incident, including a copy of the dispatch report, within a reasonable time.

7.7 Continuing Enforcement Dialogue. The parties' respective enforcement teams agree to meet and discuss developing appropriate responses to matters of interest to one or the other, including, by way of example, special commission or cross commission agreements, coordinated field investigations and other evaluations, confiscations, dispositions, and cooperation with local law enforcement.

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 party 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 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. LEGAL RIGHTS

No party to this Agreement waives or concedes any claim or legal argument with respect to the nature or scope, use or boundary 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, 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 of limitation on state or tribal jurisdiction or management authority in

any judicial, quasi-judicial administrative, or other proceedings. By signing this Agreement no party waives its sovereign immunity.

The Agreement and its implementing regulations are not premised on the conservation purposes described in *United States v. Williams*, 898 F.2d 727 (9th Cir. 1990) or *State v. McCormack*, 117 Wn.2d 141, 812 P.2d 483 (1991).

10. MISCELLANEOUS

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

10.2 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 parties acting by and through the parties.

10.3 Non-Tribal Members Hunting on Reservation. The Tribe will contact WDFW to discuss the legal parameters and license/tag requirements prior to opening land within a reservation to allow non-tribal members hunting.

10.4 No Benefit to Third Parties. This Agreement does not create any rights or benefits for persons not party to the Agreement.

11. CONTACT INFORMATION

The principal contacts for the parties to this Agreement are:

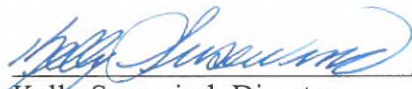
Rian Sallee
Region 5 Director
WDFW
5525 S. 11th Street
Ridgefield, WA 98604
(360) 902-2711

Chris Conklin
Region 6 Director
WDFW
48 Devonshire Rd
Montesano, WA 98563
(360) 591-4571

James Slape, Jr.
F&W Director
Nisqually Indian Tribe
620 Old Pacific Hwy
Olympia, WA 98513
(360) 259-4911

12. PARTY SIGNATURE AUTHORITY

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



Kelly Susewind, Director
Washington Department of
Fish and Wildlife

Willie Frank III, Chairman
Nisqually Indian Tribe

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Rian Sallee
Region 5 Director
WDFW
5525 S. 11th Street
Ridgefield, WA 98604
(360) 902-2711

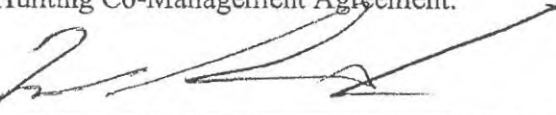
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(360)456-5221

12. PARTY SIGNATURE AUTHORITY

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

Kelly Susewind, Director
Washington Department of
Fish and Wildlife



Willie Frank III, Chairman
Nisqually Indian Tribe

Nisqually Indian Tribe
Tribal Council Resolution No. 106-2023

**A Resolution Approving A Hunting Co-Management Agreement Between
the Nisqually Indian Tribe and the Washington Department of Fish and Wildlife**

WHEREAS, the Nisqually Indian Tribe is the successor descendent entity of the Nisqually Nation signatory to the Treaty of Medicine Creek of 1854 (10 Stat. 1132), and unto this day has retained and maintained its Tribal identity, its governing body, and its sovereign powers;

WHEREAS, the Nisqually Indian Tribe is a federally recognized American Indian Tribe organized under its governing Constitution and Bylaws approved by the U.S. Secretary of the Interior on September 9, 1946 and amended on October 28, 1994, pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. 476;

WHEREAS, the Nisqually Tribal Council is the duly constituted governing body of the Nisqually Tribe, and the Tribal Council is the duly elected representative body of the General Council by the authority of the Tribe's Constitution and Bylaws, as amended; and

WHEREAS, under the Treaty of Medicine Creek the Nisqually Indian Tribe retained, among other rights and privileges, the privilege of hunting on open and unclaimed lands; and

WHEREAS, the State of Washington Department of Fish and Wildlife and the Nisqually Indian Tribe are co-managers of certain wildlife resources within the Tribe's treaty ceded area; and

WHEREAS, there is a need for the State and 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; and that management and enforcement are coordinated, effective, and efficient.

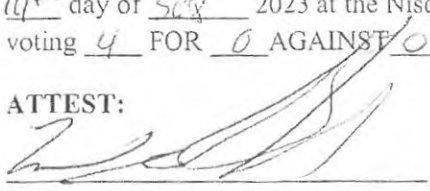
NOW, THEREFORE, BE IT RESOLVED, that the Nisqually Tribal Council does hereby approve and authorize the execution, delivery and performance of a Hunting Co-Management Agreement, the form of which is attached hereto and incorporated herein by reference, by and between the Nisqually Indian Tribe and the Washington Department of Fish and Wildlife.

BE IT FURTHER RESOLVED, that the Chairman of the Nisqually Tribal Council is hereby authorized to execute and deliver the subject Co-Management Agreement and to take any additional actions necessary or incidental to the performance of the Tribe thereunder.

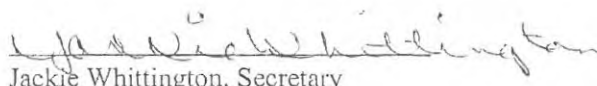
Certification

I certify that the above Resolution was adopted at a regular meeting of the Nisqually Tribal Council held on the 14th day of SEP 2023 at the Nisqually Administration Building, at which time a quorum was present and voting 4 FOR 0 AGAINST 0 ABSTENTIONS.

ATTEST:



William Frank, III, Chairman
Nisqually Indian Tribe



Jackie Whittington, Secretary
Nisqually Indian Tribe

APPENDIX A: Wildlife Species Covered in this Agreement

Elk
Deer
Mountain goat
Black bear
Cougar (mountain lion)
Bobcat
Coyote
Raccoon
Beaver
River otter
Fox (except Cascade red fox)
Snowshoe Hare
Cottontail Rabbit
*Waterfowl
Pheasant
Forest grouse
*Crow
*Mourning dove
*Snipe
Quail
Turkey
*Band-tailed pigeon

*** Species regulated by United States Fish and Wildlife Service framework.**

APPENDIX B: Map Describing Geographic Area Covered by this Agreement

