

**HUNTING CO-MANAGEMENT AGREEMENT BETWEEN
THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AND THE LOWER ELWHA KLALLAM TRIBE**

1. PREAMBLE AND PURPOSE

The following is a hunting co-management Agreement between the Washington Department of Fish and Wildlife (WDFW) and the Lower Elwha Klallam Tribe, an inherently sovereign, federally-recognized Indian tribe (hereinafter, Tribe or Lower Elwha); hereinafter jointly referred to as “the parties.”

The parties come to this Agreement pursuant to, among other authorities, the 1855 Treaty of Point No Point (12 Stat. 933) (hereinafter Treaty), the Constitution and By-Laws of the Tribe, the Centennial Accord, the New Millennium Agreement, the Inter-Local Cooperation Act, Chapter 39.34 RCW, Title 77 RCW, and the Washington Fish and Wildlife Commission Policy Nos. POL-C3607 and C-6002.

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 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 sustainable populations and meaningful hunting opportunities for future generations. The purposes of this Agreement are to: (a) manage the resource without unwanted conflict despite a current disagreement regarding the scope of WDFW’s enforcement jurisdiction over Tribal hunting, (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 parties; (c) promote joint efforts to increase access to private commercial timberlands; (d) promote communication between the parties on policy, enforcement, and technical issues; and (e) provide a process to resolve and/or avoid unwanted conflicts. By signing this Agreement, the parties agree to cooperate in mutually 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, nor does the signing of this Agreement represent a covenant not to litigate on any issue pertaining to treaty hunting rights or related to this Agreement. This Agreement is not intended to, nor shall it define, the nature or scope of the treaty right to hunt, ceded area boundaries, traditional hunting areas, or 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, or to take such position or make 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 and shall not be admissible as evidence of such jurisdiction or authority. By signing this Agreement, no party waives its sovereign immunity.

Nothing in this Agreement shall affect the applicability or inapplicability of *United States v. Williams*, 898 F.2d 727 (9th Cir. 1990) or *State v. McCormack*, 117 Wn.2d 141, 812 P.2d 483 (1991) to regulations adopted by the Tribe.

3. TERM

This Agreement will become effective on the date of the last party's signature on the agreement (Effective Date). The Agreement will expire on August 31, 2023, and may be renewed annually with written agreement of the parties. Any party may withdraw from this Agreement by giving the other party 30 calendar days written notice of the party's intent to withdraw. If notice is given by electronic means, the date of notice shall be the date receipt is confirmed by recipient, and if notice is given by U.S. Mail, the date of notice shall be the date received. Written notice shall be provided to the designated contact person (see Section 10) for each party.

This Agreement covers all wildlife species for which harvest is permitted under the Tribe's hunting regulations.

4. GEOGRAPHIC AREA COVERED BY THIS AGREEMENT

The parties may not agree on the geographic scope of the areas subject to the Tribe's off-reservation hunting rights under the Treaty. Nevertheless, the parties agree that this Agreement applies only to those portions of the Pysht Game Management Unit 603 delineated in orange in the map attached as Appendix A.

5. COMMITMENT TO PLAN AND COORDINATE

WDFW agrees to notify Lower Elwha within 15 calendar days of receiving a request (in any form) from a tribe that is not a signatory to the Treaty, or tribal member of such a tribe, to exercise treaty hunting rights in the Treaty ceded area. Prior to entering into any form of agreement permitting the requesting tribe or individual to exercise treaty hunting rights in the Treaty ceded area, WDFW will provide a meaningful opportunity for Lower Elwha to review and respond to the bases and/or evidence upon which the individual or tribe claims treaty rights to hunt in the Treaty ceded area.

The parties agree to meet annually, at a minimum, and at least by May 30 each year. 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: an evaluation, update, and possible renewal of the Agreement; a review of the status of game populations within the geographic area covered by this Agreement; a report by each party regarding both the previous and current season's harvest (using 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.

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

6. MANAGEMENT PRINCIPLES AND GUIDELINES

6.1 Regulation development and sharing

Each party shall provide copies of their annual hunting regulations applicable to the geographic area covered by this Agreement for the upcoming hunting season to the other party at or before the time this Agreement is signed, and by June 15 of each calendar year thereafter (the effective date for the Tribe's regulations). To meet wildlife management goals and promote hunting opportunities, the parties agree to work together to develop compatible seasons and management options applicable to the geographic area covered by this Agreement (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 B of this Agreement.

6.2 Harvest reporting

Each party will provide its harvest data for the previous hunting season for animals harvested within the geographic area covered by this Agreement to the other parties prior to May 31 of the current year, or two weeks prior to the annual meeting, whichever is earlier. 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) or special permit area (e.g., Elk Area 6030): 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. The report shall also include harvest occurring under special circumstances such as ceremonial hunts, on-reservation hunting, landowner permits, WDFW-issued agricultural damage control permits, youth hunts, master hunter permits, destruction of nuisance big game

wildlife by enforcement personnel, 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 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 each party uses to encourage and/or require harvest reporting by its members or constituents will be communicated at the annual meeting.

6.3 Hunting on Private Commercial 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. Consistent with the reservation of legal rights in Section 2 of this Agreement, nothing in this section or in any private landowner access agreements entered into pursuant to this section waives or otherwise compromises any party’s legal position or argument regarding the scope of the phrase, “open and unclaimed lands,” nor shall anything in this section or any private landowner access agreement be construed to define, limit, or expand the rights of tribes to hunt under the Treaty on private commercial timberlands. For the purposes of this Agreement only, private commercial timberlands 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:

- Tribal hunters are members of the Lower Elwha Klallam Tribe and the Tribe is sharing with WDFW its 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 commercial timberlands;
- The owner of commercial industrial timberlands is providing some open access to the specific parcel 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 Tribal hunter to access the land for hunting. Tribal access agreements may be either oral or written. In either case, the Tribe shall inform the WDFW Regional Office 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); and
- Tribal hunters utilize the property consistent with any landowner terms and conditions, provided those conditions are non-discriminatory and applicable to all hunters.

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 and organizations to access to the same parcel(s) of land.

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

For purposes of Section 6.3 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 coordinate season and regulation approaches for wildlife management on private commercial timberlands, including ceremonial and subsistence 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 commercial timberlands, when possible;
- Upon request by the Tribe, WDFW will assist the Tribe in securing hunter access to private commercial timberlands; and
- Owners of private commercial timberlands may, without concern of WDFW enforcement action, grant hunting access to members of the Tribe party to this Agreement.

For the purposes of this Agreement only, "private commercial timberlands" are defined as large blocks (640 acres or greater) of privately-owned land primarily devoted to the growing, managing, and harvesting of merchantable tree species for long-term commercial timber production and/or being managed for commercial timber harvest. In addition, private commercial timberland may include smaller blocks of land devoted to the commercial production of timber 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 land appropriate for hunting.

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—sent to the Captain, Sergeants, and Regional Director identified in the list of e-mail 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 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.

6.6 Habitat Management, Habitat Restoration, and Wildlife Refuges

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

6.7 Damage 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 share harvest opportunities. Where WDFW has discretion as to which persons will obtain damage control permits, WDFW will 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. WDFW will also 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.

6.8 Salvaging Game

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, WDFW requests that the Tribe include salvage data as part of 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.

The above provision applies only to the geographic scope of this agreement as established in Section 4. At all other places, Tribal citizens may salvage road-killed deer and elk pursuant to WAC 220-400-040.

6.9 Marine Mammal Management

Marine mammal management is outside the scope of this Agreement.

7. ENFORCEMENT

Subject to the parties' reservation of legal rights, as set forth in Section 2 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 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 Lower Elwha

Tribal member is being investigated for possible violations of State or Tribal law, WDFW will inform Lower Elwha Police. WDFW will ordinarily afford Lower Elwha Police an opportunity to aid or participate in the investigation.

7.2 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 enforcement of general public safety laws is within the scope of its authority for all hunters, and 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, the parties agree certain enforcement procedures outlined below will apply to violations by Tribe members of the following five state laws, so long as the Tribe has published and is willing to enforce a comparable tribal law or code:

1. Possession of a loaded firearm in a motor vehicle;
2. Negligent shooting across a roadway;
3. Hunting while intoxicated;
4. Spotlighting; or
5. Safe Hunting Hours,

Those aforementioned enforcement procedures are as follows:

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, 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 to protect public safety, WDFW shall promptly contact Lower Elwha Police and, if a Lower Elwha Police officer is able to take custody of the suspect within a reasonable period of time, transfer the suspect to Tribal custody. Lower Elwha police shall also promptly contact WDFW or other nearby enforcement officers should a similar situation 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. 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 referral for charge(s) to the Tribe, WDFW may then refer the matter to the appropriate non-Tribal prosecuting authority

consistent with other applicable law. 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 initially refer a matter to the Tribe as required by this Section of the Agreement, WDFW shall advocate for the transfer or removal of the matter from State court to the Tribe's court.

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 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.

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 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 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 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.

9. 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. No Third Party Beneficiaries

This Agreement is made solely for the benefit of WDFW and the Tribe, and no other person or entity shall have any right, benefit or interest under or because of this Agreement.

10. CONTACT INFORMATION


The principle contacts for the parties to this agreement are:

WDFW: Larry Phillips, Regional Director
48 Devonshire Road
Montesano, WA 98563
(360) 249-1211
Larry.Phillips@dfw.wa.gov

Tribe: Matt Beirne, Natural Resources Director
760 Stratton Road
Port Angeles, WA 98363
(360) 457-4012, extension 7480
(360) 461-2516 cell
Matt.beirne@elwha.org


11. PARTY SIGNATURE AUTHORITY

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



Director
Washington Department of Fish and Wildlife

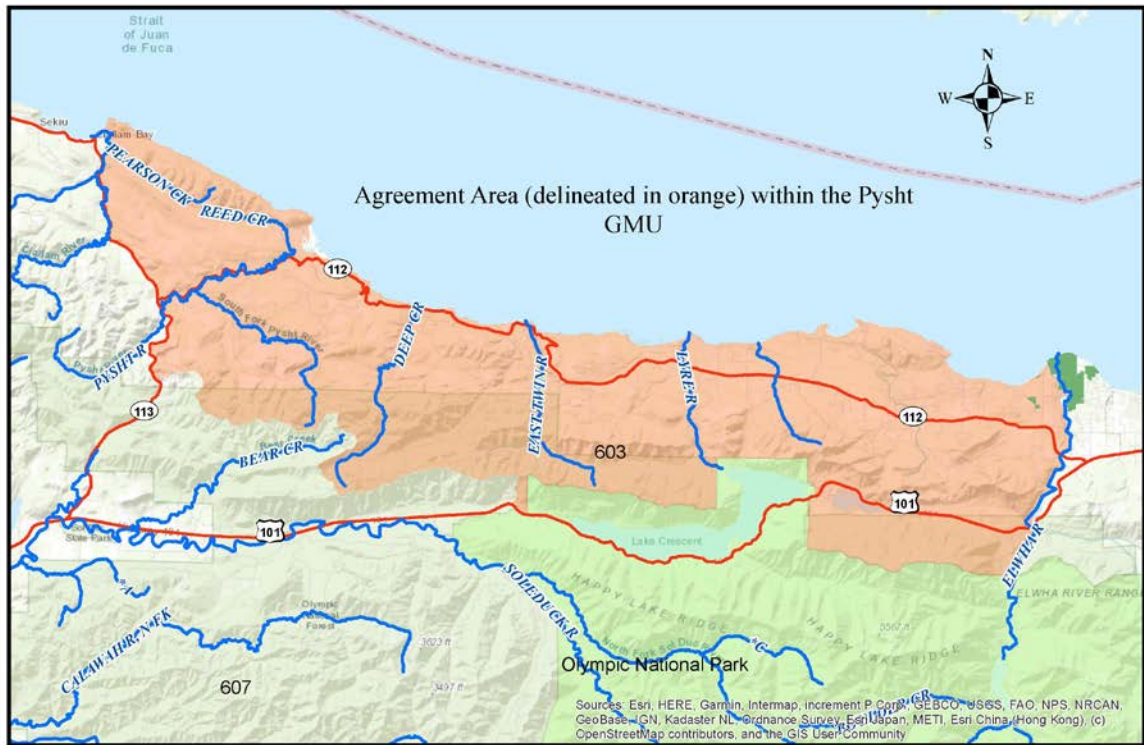
6/17/2022
Date



Chairwoman
Lower Elwha Klallam Tribe

06/14/2022
Date

APPENDIX A: Management Area Covered by this Agreement: Portion of Pysht Game Management Unit 603



	Olympic Peninsula Rivers
	Highways
	Lower Elwha Klallam Tribe (LEKT) Reservation
	Olympic National Park
GMU_NAME	
	Pysht partial



APPENDIX B: Any agreed requirements for specific species and/or areas

1. **“Protected wildlife”** shall include those animals listed below. This list is developed cooperatively with state and federal agencies. These animals may not be hunted except as may be specially provided herein.
 - a. Grizzly bear, wolverine, North American Lynx, wolf, fisher
 - b. Caribou, Columbian white-tailed deer
 - c. Squirrels and chipmunks: Western gray squirrel, Douglas squirrel, fox squirrel, Cascade golden mantled ground squirrel, red squirrel, flying squirrel; chipmunks
 - d. Pygmy rabbits
 - e. Cony or pica
 - f. Marmot: hoary marmot, Olympic marmot
 - g. Birds: golden eagles, and bald eagles; native swans; all birds not classified as game birds except starlings, magpies, and house sparrow
 - h. Oregon silverspot butterfly
 - i. Reptiles and amphibians: western pond turtle, painted turtle, sea turtle, Larch Mountain salamander

APPENDIX C: Contact Information for Notices

WDFW Contacts

Enforcement:

Captain Dan Chadwick
(360) 581-3337 (cell)
Dan.Chadwick@dfw.wa.gov

Sergeant Kit Rosenberger
(360) 708-7254 (cell)
Kit.Rosenberger@dfw.wa.gov

Wildlife Management (e.g., damage hunt coordination and harvest data sharing):

Brian Calkins, WDFW Regional Wildlife Manager
(360) 249-1222 (office)
Brian.Calkins@dfw.wa.gov

Lower Elwha Klallam Contacts

Enforcement:

Daniel Point
Conservation Officer
(360) 461-2082
Daniel.point@elwha.org

Phillip Charles
Conservation Officer
(360)912-5158
Phillip.charles@elwha.org

Wildlife Management (e.g., damage hunt coordination and harvest data sharing):

Kim Sager-Fradkin, Wildlife Program Manager
360-457-4012 ext. 7495 (Office)
Kim.Sager@elwha.org