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COMPILATION OF MAJOR POST-
TRIAL SUBSTANTIVE ORDERS
(Through December 31, 1999)
STIPULATION AND ORDER CON-
CERNING CO-MANAGEMENT
AND MASS MARKING

Subproceeding No. 96-3.

(April 28, 1997)

BARBARA JACOBS ROTHSTEIN,
District Judge.

1. Stipulation.

1.1. The purpose of this Stipulation is to reaffirm and help clarify established principles and guidelines affecting management of fisheries resources subject to the authorities and obligations of the various Washington treaty tribes and, on behalf of the State of Washington, the Washington Department of Fish and Wildlife ("WDF & W"). This Stipulation does not precisely define nor does it create, expand, or diminish any party's¹ legal rights or jurisdictions, provided, however, that procedural rights are created by paragraphs 1.7, 1.8, and 1.9.

1.2 The WDF & W and each of the signatory Washington treaty tribes have independent and differing authorities, mandates and responsibilities for develop-

ing and implementing management programs to protect, enhance, and utilize fish and wildlife resources in a sustainable manner within their respective jurisdictions.

1.3 The WDF & W has certain responsibilities for managing fish and wildlife resources and non-treaty fisheries within the boundaries of the state and adjacent to the Washington coast. This jurisdiction and responsibility must be exercised in conformity with the state's obligations to comply with treaty Indian fishing rights reserved by the tribes by federal treaty and/or defined by federal court decisions and orders. The treaty tribes have certain responsibilities for managing fish and wildlife resources and treaty fisheries within their reservations and certain fisheries resources and treaty fisheries within and/or passing through their respective usual and accustomed areas. This jurisdiction and responsibility also must be exercised in conformity with rights reserved by federal treaty, as interpreted by federal court decisions and orders.

1.4 The overlapping nature of their respective jurisdictions and authorities cre-

1. "Party," as used in this stipulation, means only the signatories to this stipulation, not all

parties to *United States v. Washington*.

ates a co-management relationship between the state and the treaty tribes in the sense that: WDF & W and the respective tribes have certain authorities that potentially pertain to the same fisheries resource, there is a need for all parties to cooperate in the discharge of their respective authorities, certain federal court orders prescribe cooperative and coordinated fishery management actions and activities, and generally, the application of state law to treaty fisheries is preempted unless such application is in compliance with applicable federal court orders. Various state/tribal plans and intertribal plans and numerous federal court orders prescribe how the WDF & W and the tribes are to exercise their respective authorities. These plans and court orders reflect the fact that actions taken by one party often can affect other parties, and that the multi-jurisdictional nature of management can lead to conflicts between the parties.

1.5 To minimize such conflicts, and to promote effective and efficient management of those fish and wildlife resources that are subject to both state and tribal management, the WDF & W and tribes have developed a cooperative management approach to the exercise of their respective authorities. The approach was developed and must be maintained based on the principles of government-to-government relationships. Its successful implementation depends upon joint planning, regular consultation, explicit objectives, and agreed data to foster consistent and coordinated management programs, while respecting the legitimate decision-making authorities of each party.

1.6 WDF & W and the treaty tribes 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. Because the WDF & W and the treaty tribes have legitimate prerogatives in the exercise of their authorities and conduct of their fisheries, disputes between competing or co-existing objectives or conflicting interpretations of applicable law sometimes may arise.

1.7 Before taking any fisheries management action which would reasonably be expected to affect another party's fisheries any party shall give reasonable written notice of the action to each affected party. Notice shall be considered reasonable if it provides adequate time under the existing circumstances for any affected party to notify the proponent that the particular issue is disputed, and allow time for a request for dispute resolution as provided in this document, as well as application to the court for relief as contemplated by the provisions of the court's August 23, 1993 Order Modifying Paragraph 25 of Permanent Injunction.

1.8 The WDF & W and tribes shall, prior to taking any disputed action affecting another party, attempt a voluntary resolution of any dispute which the routine cooperative planning process described above fails to anticipate or adequately resolve. They shall refer the dispute to policy representatives designated by the affected tribes and the WDF & W. Any party may request a policy meeting on an issue in dispute upon timely, reasonable and written notice of the existence of the dispute to all affected parties. Utilizing support staff as they may desire, they will attempt promptly to resolve the dispute, utilizing a government-to-government approach.

1.9 No party shall take any action regarding the management of its fisheries which would reasonably be expected to

affect another party's management of its fisheries without agreement of that party or without first following the dispute resolution procedures contained in paragraphs 1.7 and 1.8 of this Stipulation, Provided, however, that harvest management regulatory actions or intertribal agreements already subject to existing court orders shall comply with those orders, rather than this paragraph.

1.10 In the event that the WDF & W and treaty tribes are unable voluntarily to resolve a dispute in accordance with paragraph 1.8, a party may resort to judicial review and resolution, pursuant to rules and procedures previously established by the federal court.

1.11 To foster the continued vitality and refinement of this cooperative management approach, the Director of the WDF & W and tribal representatives will conduct an annual meeting to be held no later than May 15 of each year, unless otherwise agreed by all parties. The agenda for discussion shall include, but not necessarily be limited to, the following:

- 1.11.1 Evaluating the effectiveness of the previous year's harvest management plans and practices in meeting established management objectives;
- 1.11.2 Considering new and/or reviewing ongoing management processes, planning activities, policies, and practices;
- 1.11.3 Review the previous year's habitat, enhancement, enforcement, and other fisheries management programs;
- 1.11.4 Establishing priorities and action plans for management activities for the coming year;
- 1.11.5 Identifying any disagreements to be resolved by policy and/or technical subgroups;

1.11.6 Identifying ways to improve the cooperative working relationship in the coming year; and

1.11.7 Other issues, as jointly agreed.

1.12 In dealing with federal and international fisheries management entities, including, but not limited to the Pacific Salmon Commission or its successor-in-interest, the parties shall be guided by this document and the co-management principles enunciated herein, and shall cooperatively develop regulatory or management actions which are consistent with federal court orders in *U.S. v. Washington* and *Hoh v. Baldrige*.

1.13 The parties hereby agree to the Coho Mass Marking and Selective Fisheries Implementation Plan ("Implementation Plan"), attached hereto as Exhibit A and incorporated herein by reference.

1.14 The undersigned parties agree to jointly request that the court adopt this Stipulation and Implementation Plan as an order of the court.

ORDER

1. The court has jurisdiction over the subject matter of this subproceeding.

2. The court has examined the foregoing Stipulation and the attached "Coho Mass Marking and Selective Fisheries Implementation Plan." The court finds that the Stipulation and Implementation Plan represent a fair and equitable settlement of the disputes in this subproceeding.

[1] 3. The Stipulation and "Coho Mass Marking and Selective Fisheries Implementation Plan" are hereby adopted as a court order and incorporated herein. This Order is binding on the signatories to the Stipulation and shall be enforceable by them in the same manner and same respect as any other district court order in this case. In the event that the continuing jurisdiction of the court in *United States v.*

Washington shall be terminated, then the court retains such jurisdiction as is necessary to enforce the terms of this Agreement.

4. This order binds all parties which signed the Stipulation, including the State of Washington. However, the provisions concerning the notice and dispute resolution of actions reasonably expected to affect fisheries, shall, at this time, apply only to the Washington Department of Fish & Wildlife or its successor-in-interest, and any other state agency which may in the future be assigned any of the current functions of the Department, whether by legislative, judicial or executive action, and to other state agencies carrying out fisheries management functions pertaining to fin fish. This order is not intended to affect the claims of the treaty tribes that all departments of Washington state government should be bound by similar provisions. This order is without prejudice to those claims or positions being raised or advocated in the future.

5. This is a final order in this subproceeding. The agreed preliminary injunction, and the Order Modifying Temporary Restraining Order and Establishing Schedule dated December 24, 1996, are hereby dissolved and replaced by this order. This subproceeding is deemed complete.

IMPLEMENTATION PLAN:

Coho Mass Marking and Selective Fisheries

April 23, 1997

I. General provisions.

A. Purpose and intent. The purpose of this plan is to establish require-

1. Throughout this plan, the term "selective fisheries" means fisheries in which captured fish with a mass mark are differentially retained over unmarked fish, and the term

ments for implementing programs for the mass marking by removal of the adipose fin of hatchery coho, originating from Grays Harbor and northward, including Puget Sound, and for implementing fisheries that would selectively harvest marked fish in a manner that would affect management of fisheries resources subject to the authority and obligations of treaty tribes party to this plan.¹ The mass marking of coho salmon intended for release from tribal facilities may only proceed upon agreement between the pertinent state, tribal and/or federal parties involved. It is the intent of the parties to this plan to insure that mass marking and any selective fisheries for coho are implemented in a manner that facilitates conservation of the coho resource, benefits both treaty and non-treaty fisheries, and maintains a viable coastwide coded-wire tag (CWT) program. The parties intend to achieve the expected benefits of this new management strategy in a manner that is consistent with maintaining their ability to properly manage the coho resource and with meeting other legal obligations of the parties. This plan replaces a mass marking and selective fisheries Memorandum of Understanding, signed by some of the parties to this plan, dated May 3, 1996.

B. Parties. The parties to this plan are the Washington Department of Fish and Wildlife (WDFW), the Puget Sound and Washington coast-

"mass marking" means removal of the adipose fin; any other mass mark would require further discussion among the parties and possible modifications to this plan.

al treaty Indian tribes who signed the April 1997 stipulation to which this plan is appended (tribes), the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS).

- C. Plan amendments. The parties commit to modifying this plan as necessary, by agreement, in response to information gained from ongoing evaluations.
- D. Plan duration. This plan will be reviewed by the parties no later than November, 2002. As part of this review, the parties will reach agreement on whether it should be continued, modified, or terminated.
- E. Dispute Resolution. The parties commit to good faith technical- and policy-level efforts, as described in the “Stipulation and Order Concerning Co-management and Mass Marking” approved by the court on or about April 30, 1997, to attempt to resolve in a timely manner any disputes that may arise in connection with this plan, prior to initiating legal actions arising from such disputes. The parties may also explore and employ other jointly agreed dispute resolution approaches.
- F. NMFS and USFWS Participation. NMFS and USFWS will participate in good faith in the processes described in Section III paragraphs A through E, however, the processes described are primarily state and tribal processes. NMFS fishery management authority in the EEZ stems from the Magnuson–Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.* and other federal laws, and NMFS and USFWS are not parties to this agreement for the purpose of these

paragraphs. Implementation and ongoing adherence to this plan by NMFS and USFWS shall be subject to the availability of appropriated funds.

II. Mass Marking

- A. Mass marking plans must be finalized annually by April 1 for coho which, due to fish culture considerations, must be tagged and/or marked in the spring, and by October 1 for those that can be tagged and/or marked in the autumn. Each party will provide its plans for mass marking to the other parties by February 1 of each year, identifying which production will be mass marked, which stocks will be “double index” coded-wire tagged, and the schedule for marking and tagging. Because sufficient time must be allowed to accommodate resolution of any disagreements, the parties will schedule their efforts so as to reach agreement by March 1 and September 1 of each year for spring and autumn groups, respectively. If agreements have not been reached by those dates, the parties will initiate appropriate dispute resolution to be completed by April 1 and October 1, respectively. Any mass marking being disputed in accordance with these timelines will not occur until the dispute is resolved. Any proposed modifications of previously-agreed or established plans that affect which stocks would be mass marked or double index tagged, or the agreed proportions that would be mass marked, must be provided to the parties at least 30 days prior to the affected marking or tagging, and agreement reached (or disputes promptly resolved) to accommodate the proposed change.

- B. Those 1996 brood year hatchery coho groups listed in the attached Table 1 will be mass marked during the spring and summer of 1997, provided, however, that any mass marking of Green River, Crisp Creek production for Soos Creek shall be determined by a memorandum of understanding (MOU) between the state, Muckle-shoot and Suquamish Tribes.
- C. The Pacific Salmon Treaty (PST) commits the United States and Canada to “maintain a coded-wire tagging and recapture program designed to provide statistically reliable data for stock assessments and fishery evaluations.” Appropriate coordination with Canada is a critical element of maintaining the viability of the coastwide CWT program (a definition of a viable CWT program is provided in Paragraph 10.4 on pages 180–181 of the PSC’s June, 1995 AdHoc Selective Fisheries Evaluation Committee (AHSFEC) report; this definition is subject to further refinement among the parties per Paragraph III.E.5, below). In January 1997, the Pacific Salmon Commission (PSC) agreed to establish procedures for exchanging, evaluating, and coordinating mass marking and selective fisheries proposals. It also agreed to establish a permanent bilateral Selective Fisheries Evaluation Committee (SFEC) to provide appropriate scientific advice to the PSC and the parties. The PSC has developed and adopted a specific work plan to identify and address technical feasibility issues to facilitate informed policy judgment on mass marking and selective fisheries. Accordingly, pursuant to their own needs and consistent with the PSC’s January 1997 agreement and its SFEC’s work plan, the parties to this plan will:
- (1) cooperate and coordinate their efforts with the longer term process and schedule to be developed by the PSC;
 - (2) complete the following short-term technical tasks prior to the PSC’s February, 1997 meeting:
 - (a) review and finalize technical reports of 1996 field studies regarding efficacy of electronic detection technologies;
 - (b) develop plans for evaluating 1995 and 1996 brood coho programs;
 - (c) initially define fishery sampling program logistics and costs; and,
 - (d) define plans for conducting additional field studies for 1997;
 - (3) develop, implement, and maintain agreed CWT sampling plans that provide for adequate sampling rates and, where necessary for CWT retrieval, electronic detection methods, to meet the intent of the commitment under the PST to maintain the viability of the coastwide CWT program, including providing for statistically reliable data for stock assessments and fishery evaluation.
- D. WDFW will be responsible for reasonable increased costs incurred by the tribes required by this mass marking and selective fisheries plan. These envisioned costs specifically include providing for equipment use and maintenance, costs of marking and tagging operations, and increases in staff for CWT sampling, if any are required. This responsibility will be met by providing funds to the tribes directly, by securing new, outside funding sources, and/or by providing equipment and direct technical assistance. NMFS and USFWS will explore opportunities they may have to assist the parties in meeting these

obligations as well as other activities of this implementation plan. WDFW's obligations for costs incurred by a tribe (or tribes) will be reduced in the event the tribe(s) chooses to benefit from the mass marking program by conducting selective fisheries; the extent of the reduction in WDFW's obligations will be determined by the parties, taking into account the full range of benefits accruing to the affected parties due to selective fisheries.

- E. When conducting mass marking, the parties will use hatchery culture, handling, and marking/tagging practices that will minimize mortalities caused by these activities.

III. Selective Fisheries

- A. The parties understand that selective fishery options will be evaluated on their individual merits in the context of the elements of this plan; they are not assured simply because mass marking has occurred. Selective fisheries will be implemented, if appropriate, according to the terms described below.
- B. Selective coho fisheries, will be implemented only as part of agreed annual fishery management plans that address a broad range of coho fisheries. These annual plans, which include defining levels of impact on coho stocks of concern by all fisheries, will continue to be negotiated and agreed to through the so-called "North of Falcon" process unless otherwise agreed by the parties. These plans will not require use of selective fisheries by any tribe, unless otherwise agreed, in order to meet spawning escapement objectives, treaty/non-treaty allocation standards, and intertribal and other harvest sharing objectives of the parties. Selective fisheries will be implemented in a manner

that meets treaty Indian fishing rights.

- C. Proposals for selective fisheries will provide sufficient information to meet the needs described in Appendix C of the "Pacific Salmon Commission Selective Fishery Evaluation" report (June 9, 1995).
- D. Unintended effects on individual treaty fisheries, including dislocation and/or disruption, could occur due to unforeseen circumstances of the mass marking and selective fisheries program. The parties will address such potential fishery effects and resolve any conflicts in the course of modeling, evaluation and planning efforts described herein. It is the intent of this section that established treaty/non-treaty sharing principles will be adhered to.
- E. WDFW and the Puget Sound tribes other than Makah will develop agreed, comprehensive coho management plans under the frameworks of existing court ordered salmon management and allocation plans, including without limitation the intertribal allocation agreements approved by the court in Subproceeding 86-5, or subsequent stipulations or orders of the court following the expiration of the current agreements. These plans would be partially implemented for Puget Sound stocks with the planning of 1998 fisheries. Full implementation of all elements would occur with the planning of the 1999 season. To meet this requirement, the parties will complete the tasks as described and scheduled in Attachment 1. Development of long-term coho management plans for coastal coho stocks may proceed separately. The parties will encourage involvement by other interested managers to insure that

coastwide coordination needs are met. Agreed coho management plans developed under this provision shall be binding only to the parties thereto absent further orders of the court. Comprehensive coho management plans will include:

1. rules for implementing annual fishing schedules, given expected abundance of wild stocks;
 2. definition of spawning escapement levels that would be achieved, on the average, and levels that would avoid unacceptable risks to stock health;
 3. fishing regimes (levels of exploitation) for treaty and non-treaty fisheries that are expected to achieve conservation and treaty sharing obligations, and meet inter-tribal and other harvest sharing objectives of the parties;
 4. procedures for evaluating performance of annually implemented fishing regimes toward meeting stated goals and objectives, and for modifying the plan accordingly, as may be appropriate;
 5. an assessment and refinement of the definition of a viable CWT program (e.g., selection of indicator stocks, tagging levels, sampling rates, sampling methods) that provides for effective implementation, evaluation and assessment of this plan's objectives; and,
 6. a habitat component that assesses habitat relative to performance standards and quantitatively estimates the relationship between habitat condition and production.
- F. Preseason fishery planning and post-season stock assessments are highly dependent upon the use of management planning tools (models). Recognizing that selective fisheries introduce requirements beyond the capability of existing models, and desiring to minimize any impacts on existing analytical capabilities, the parties are committed to and will cooperatively develop, prior to the 1998 season, modified or new models with the capability of planning and assessing impacts of fishery regimes that include selective fisheries. It is recognized that there will be a one or two year transition period, during which modified versions of currently-available models (modified to accommodate evaluation of selective fisheries) will be replaced with new, improved models with updated capabilities, i.e., that more comprehensively improve analytical capabilities. Consistent with the foregoing, and to meet short term needs, the parties will revise, for review by July 1, 1997, the existing Fishery Regulation Assessment Model (FRAM). In addition, the parties will cooperate in the development and review of improved models for use in the longer term.
- G. The parties will participate cooperatively in the Selective Fisheries Evaluation Committee (SFEC) established by the Pacific Salmon Commission (PSC). Working as the bilateral SFEC whenever possible, or independently as may be necessary to accomplish the parties' objectives in a timely manner (e.g., if Canada chooses not to participate or is unable to participate sufficiently to meet the parties' time lines), the parties' will direct their representatives on the SFEC to:
1. evaluate all fishery and hatchery electronic sampling tests conducted during 1996, and provide a summary evaluation by February 15, 1997;

2. in 1997 initiate the development of CWT estimation methods for use under selective fisheries regimes;
3. evaluate any mass marking returns and selective fisheries conducted during 1997. Agency reports on these activities will be distributed to the SFEC by January 15, 1998. The SFEC will provide a summary evaluation of these activities by March 1, 1998;
4. Evaluate as necessary:
 - a. proposed sample designs for testing sampling technology;
 - b. new or improved methods for mass marking;
 - c. adequacy of the CWT single and double index tagging program;
 - d. implications of revisions in marking programs;
 - e. sampling programs in selective fisheries, non-selective fisheries, and escapement;
 - f. the performance of stock assessment models;
 - g. the success of mass marking and selective fisheries in meeting identified objectives.
- H. Any party that authorizes a selective fishery will, itself, or in cooperation with other parties, implement appropriate programs to monitor and evaluate its stock specific impacts. Selective fisheries will be monitored to obtain valid estimates of retained catch and encounter rates, and estimates of the proportion of marked fish caught in all fisheries will be made by February 1 of the following year.
- I. Any party that authorizes a selective fishery will, itself, or in cooperation with other parties, develop appropriate education and enforcement programs to insure compliance with its selective fishery regulations.
- J. WDFW will not diminish its priority for habitat protection as a consequence of non-treaty fisheries focusing on hatchery produced fish.
- K. Estimates of non-landed fishery mortality caused by any fishery, including selective fisheries, will be accounted for in meeting conservation and allocation objectives.

ATTACHMENT 1

COMPREHENSIVE COHO
WORK PLAN

4/15/97

A. FRAMEWORK

1. Develop and agree to basic framework intent of plan, including goals, objectives, elements, performance standards and mechanisms. The June, 1994 Comprehensive Coho interim report will be the starting point for the framework description. (7/1/97)

B. ESTABLISH ESCAPEMENT
POLICY (Intended to be implemented beginning with the 1998 season).

1. Identify escapement policy intent for various management units/stocks (e.g., key wild stocks).
2. Specify exploitation intent and target escapement rates for various abundance levels required to meet spawning escapement intent. (provisional value defined—7/1/97; recommendation provided—11/30/97).
3. Specify intent and values for tolerance ranges around exploitation/escapement rates. (provisional value defined—10/30/97; recommendation provided—11/30/97).

4. Specify various escapement thresholds that trigger management response. (7/1/97; 11/30/97).
 5. Define management steps in response to identification of critical management unit/stock status levels. (10/31/97).
- C. FISHERY MANAGEMENT (Intended to be implemented beginning with the 1999 season).
1. Decide which fisheries and fishing areas will be managed together. (7/1/97).
 2. Specify which fisheries will be managed for which stocks/management units. (7/1/97).
 3. Develop annual response mechanisms/rules for different stock status scenarios. (9/30/98).
 4. Establish different fishery regimes/levels (e.g., quotas, seasons, exploitation rates, etc.) corresponding to different stock abundances, including selective fisheries, and addressing adjustments to be taken when predicted exploitation rates are outside tolerance ranges. (provisional value defined—8/31/98; recommendation provide—10/31/98)
- D. HABITAT MANAGEMENT
1. Specify performance standards, steps and strategies, incorporating traditional knowledge, to protect and restore habitat (potentially from WSP), and the framework under which habitat actions would be taken, given habitat-production model outputs. (provisional—10/31/97; recommendation provided 4/30/98).
 2. Identify the process and habitat management actions if predicted escapements fall below critical levels and/or stock productivity declines to unacceptable levels. (provisional 10/31/97; recommendation provided 4/30/98)
- E. GENETIC CONSERVATION AND ECOLOGICAL INTERACTION GUIDELINES
1. Define a work plan that will incorporate genetic conservation and ecological interaction goals, objectives, performance standards into the comprehensive coho management plan. (provisional—10/31/97; recommendation provided 11/30/97).
- F. HATCHERY PRODUCTION
1. Specify guidelines and standards for coho supplementation. (10/31/97).
 2. Define annual and long-term production goals. (review Equilibrium Brood Document). (10/31/97).
- G. EVALUATION, MONITORING AND MODIFICATION
1. Develop and modify tools (e.g., simulation models and cohort reconstruction) to evaluate proposed fishery regimes and other management standards or actions (e.g., selective fisheries) taken under the plan (as identified in A–F above). (7/1/97 and 7/1/98).
 2. List and prioritize research needs identified during plan development. (12/31/97 and 12/31/98).
 3. Specify the parameters and values that will be developed and analyzed during annual performance review of the plan's implementation and describe how to apply analysis results to improvement of the plan. (12/31/98).
 4. Identify the process and resource management actions to take if estimated stock capacities or productivi-

ties change significantly from current levels. (provisional 10/31/97; recommendation provided 4/30/98)

5. Describe the process for longer-term (e.g., 4 years) comprehensive review of the plan and procedures for modifying. (12/31/98).

H. DECISION PROCESS

1. Develop policy decision process work plan and schedule, including any participation required by any potentially effected interests. (7/1/97).
2. Review and reach agreement on plan elements for partial initial im-

plementation in 1998, and full implementation in 1999,—includes evaluating plan’s likelihood of meeting defined framework objectives, (partial—11/30/97; full—12/31/98).

3. Develop 1998 work plan for finalizing all elements of the plan for 1999 implementation and long-term implementation, (12/31/97).

TABLE 1

1996 BROOD COHO SPRING MASS MARKING GRAYS HARBOR NORTH AND PUGET SOUND

Complex	Facility	Total to be Marked	Timeframe	Index	Comments
Green River	Soos Creek	600,000	May		Crisp Creek production
Hood Canal	George Adams@	500,000	June–July	45K, 45K	
Minter Creek	Minter Creek	1,250,000	May	50K	Coulter production
Skagit	Marblemount@	700,000	July	45K, 45K	
PUGET SOUND		3,050,000			
Complex	Facility	Total to be Marked	Timeframe	Index	Comments
Grays Harbor	Bingham Creek	1,800,000	May–July	75K, 75K	Includes Satsop Springs program
Grays Harbor	Humptulips@	2,000,000	May–July	80K, 80K	
Grays Harbor	Lk. Aberdeen	35,000	May–July		
GRAYS HARBOR		3,835,000			

ORDER GRANTING SWINOMISH MOTION FOR TEMPORARY RESTRAINING ORDER

Subproceeding 97–2

(June 16, 1997)

THIS MATTER comes before the court on a motion for temporary restraining order by the Swinomish Indian Tribal Community. Having reviewed the motion together with all documents submitted in support and in opposition, having held a

hearing at which oral argument was presented, and being fully advised, the court finds and rules as follows:

Swinomish seeks an order temporarily restraining the Upper Skagit Tribe from engaging in a crab shellfishery within the exterior boundaries of the Swinomish Reservation and within that portion of Washington Department of Fisheries (WDF) Area 8 north of a line running from Slatelum Point on Whidbey Island and extending east to, but not including Camano Is-