

**HOOD CANAL REGION  
HARVEST MANAGEMENT PLAN FOR THE SUB-TIDAL GEODUCK  
(*Panopea abrupta*) FISHERY  
2005-2006**

**1. Parties To This Plan**

The following are parties to this Agreement: the Washington Department of Fish and Wildlife, the Washington Department of Natural Resources, the Jamestown S'Klallam, Port Gamble S'Klallam, Lower Elwha Klallam, Skokomish and Suquamish Tribes.

**2. Region Covered By This Plan**

This Harvest Agreement encompasses the sub-tidal lands of Hood Canal Region, described as those waters south of a line projected from Olele Point to Foulweather bluff including the area described as Dabob Bay.

**3. Term Of This Plan**

This Plan supercedes provisions in all previous geoduck harvest management agreements between the state and Treaty Tribes for the Hood Canal Geoduck Management Region. The term of this Plan is from April 1, 2005 to March 31, 2006. This Plan may be terminated by any party by giving thirty (30) days written notice to all parties to this Plan. This Plan is limited to the time and matters expressly stated herein.

**4. Purpose Of This Plan**

This Harvest Management Plan is intended to be consistent with paragraph 4.5 of *United States v. Washington*, 898 F. supp. 1453 (W.D. Wash. 1995), as amended by the Stipulation and Order Amending Shellfish Implementation Plan, dated April 8, 2002, (hereafter "Implementation Order"). The purpose of this Plan is to establish guidelines and general provisions governing management and harvest of geoduck clams (*Panopea abrupta*) in the Hood Canal Region. The parties agree to a philosophy of cooperative management in developing and implementing sub-tidal geoduck fisheries. The objectives of this Plan are to provide sustainable harvest of geoduck resources consistent with the best available scientific information, protect public health, protect habitat required to sustain geoducks, minimize the impact of harvest on the ecosystem, provide a controlled and orderly fishery, achieve the allocation objectives established in the Implementation Order, and provide a compliance and enforcement program to achieve these objectives.

This Plan is intended to ensure that Treaty Indian and state fishers, subject to their respective regulatory authorities, shall be accorded the opportunity to harvest their shares of geoduck clams as determined by the court in this case, provided that express provisions of this Plan shall control over general provisions of applicable court orders.

This Plan shall not affect nor be considered by any person, party, or court to affect the continuing jurisdiction of the United States District Court for the Western District over all issues and matters within the jurisdiction of that court pursuant to the rulings in *United States v. Washington*, Case No. 9213, sub-proceeding 89-3 (W.D.Wa.). The parties agree they remain bound by § 1.6 of the Implementation Order, continuing the implementation of the Shellfish Sanitation Consent Decree (May 4, 1994).

By entering into this Plan, no party waives any rights under the orders of the court in this matter, except as expressly stated herein.

**5. No Waiver Or Admission Of Usual And Accustomed Areas**

No party hereto waives any claims concerning the location, boundaries, scope, or use of usual and accustomed grounds and stations. This Plan does not constitute an admission that a particular area used for management is an accurate description of usual and accustomed grounds and stations, their location, boundaries, scope or use. The terms of this Plan shall not be used as evidence in any Tribal, State, or Federal Court of administrative or quasi judicial proceeding concerning the location, boundaries, scope or use of usual and accustomed grounds and stations.

## **6. Equal Opportunity Shall Govern Harvest**

The State and Tribal harvest opportunity shall be equal and acceptable in terms of geoduck quality, value, ease of digging, density, access, and interference or interruption from other uses. The parties acknowledge that principles of equal opportunity may require evaluation of intangible factors, including the ability to obtain the benefit of first access to unharvested areas and preserving equal harvesting opportunities in the future. Where appropriate, individual tracts that are designated for harvest may be divided to preserve present and future harvesting opportunities. The parties recognize the need to maintain complete and valid resource surveys in order to provide future harvest opportunities. The parties recognize that both the state and treaty tribes have an equal responsibility to conduct resource surveys (according to WDFW Technical Report #FPT00-01, "Stock Assessment of Sub-tidal Geoduck Clams, *Panopea abrupta*, in Washington", unless otherwise agreed by all parties).

## **7. Accommodation Of Multiple Tribal Usual and Accustomed Fishing Areas Within the Region and Constraints Faced By The State**

The parties recognize that individual Tribes may be restricted in their access to a portion of the geoduck resource within the region due to geographic limitations of their Usual and Accustomed Fishing Areas. The parties also recognize that the state's access to geoduck resources within the region is affected by various factors, including statewide management planning and local government permitting processes. The parties shall harvest geoducks such that the harvest will not disproportionately concentrate impact in any one portion of the region or otherwise cause substantial impact to another party's rights. The geoduck resource is unevenly distributed throughout each region, which may affect proportional harvest. The intent of the parties to harvest a tract to at least 65% of the pre-harvest biomass before moving to a new tract may also affect the goal of proportional harvest.

## **8. Risk Of Rights By Other Tribes**

If a Treaty Tribe not party to this Plan has rights to harvest in this region, then any amount actually taken by that Tribe in this region shall count against the Tribal share.

## **9. Notice of Harvesting and Harvest Regulations**

The State and Treaty Tribes shall regulate their respective geoduck fisheries to comply with all provisions of this Plan. State geoduck fishing will be conducted under WDFW regulations including RCW 75.24.100, WAC 220-52-019, WAC 220-52-01901, and WAC 220-20-026; provisions in the Puget Sound Commercial Geoduck Fishery Management Plan and Environmental Impact Statement (2001 or the most recent version available); and sales of valuable materials contracts issued by the DNR. Specific openings and closures for Tribal geoduck fisheries shall occur by Tribal regulation, or notice of harvest pursuant to regulations.

All commercial and subsistence harvests, whether by Tribal regulation or state sale, shall be preceded by written notice to the persons designated below or as otherwise agreed. Notice shall be delivered by mail, facsimile or other agreed to electronic communications at least 3 working days prior to a harvest pursuant to this Plan. If notifications are delivered more than ten (10) working days prior to a harvest, then a second notice, consisting of the expected fishery start date and referencing the appropriate regulation or primary notice, will be delivered by facsimile or e-mail not more than ten working days prior to the harvest. All notices shall include at a minimum the following provisions:

- \* Fishery type
- \* Harvest date and hours
- \* Gear type
- \* Catch reporting requirements
- \* Specific harvest site
- \* Designated off-load site
- \* Harvest limits

\* Expected harvest effort

The persons designated to receive notices and regulations are listed in Appendix B.

## **10. Enforcement**

Each party shall adopt, prior to any harvest, regulations that carry into effect this Plan. Conditions of such Tribal and State harvest regulations, or DNR harvest contracts, will be enforced according to the authority of the respective party. All aspects of harvest shall be subject to enforcement, including off-tract harvest. Enforcement programs will include, at a minimum, establishment and maintenance of tract boundaries, on-site and under water monitoring during harvest operations, and harvest accounting. Each party will ensure that all geoduck clam harvesting activity occurs only within tracts listed in this management plan and opened by valid regulation (or notice of harvest, if applicable). Any person who delivers, or knowingly allows delivery of geoducks taken from tracts not opened under provisions of this Plan or other State/Tribal Plan shall be subject to the respective party's regulatory actions and authority.

Primary enforcement vessels shall be equipped at all times with a properly functioning GPS unit and a fathometer. Fisheries enforcements personnel and contact numbers are listed in Appendix B.

If one party has information that another party is violating the terms of this Plan, it shall immediately notify the appropriate party(ies) in the Hood Canal Region. Notice of the alleged violation shall consist of a verbal and written report to the appropriate party(ies) and the violating party. The party allegedly violating the terms of the Plan shall then take meaningful steps to investigate the alleged violation and assure that the violation is rectified and that harvest comes into compliance. Any divers or contractors found guilty of violations shall be subject to the enforcement penalties of their respective party. The State and affected Treaty Tribes shall meet at least once per occurrence to resolve violation disputes. Disputes that cannot be resolved in this manner will be referred to formal dispute resolution (Section 26).

The Tribal and State Parties will coordinate on-site visits to observe each others monitoring programs as described in Section 23 of this Plan. DNR will take the lead to coordinate this joint effort during the term of this Plan.

## **11. Harvest Shall Occur Where Adequate Survey Data Exists**

In order for a geoduck tract to be harvested, the area shall first be surveyed to determine the geoduck biomass available on the tract. Only tracts that have current (within 8 years) surveys can be opened for initial harvest, unless otherwise agreed. All affected parties shall be notified if surveys are to be conducted in the region. All dive surveys specified in this Plan will be conducted according to the methodology described in WDFW Technical Report #FPT00-01 unless otherwise agreed.

## **12. Recovery Study**

Throughout Puget Sound specific geoduck beds, which have been fished down, are included in a long-term recovery study. The purpose of this study is to empirically verify changes in geoduck density (recovery) following fishing events. A series of post-fishing surveys are conducted to determine rates of recovery. Once the mean pre-fishing density is reached on a given bed, based on jointly agreed-to criteria (Section 13), the bed will be eligible for commercial harvest. Geoduck tracts that are included in the recovery study will not be harvested by any party to this Plan during this management period. For the Hood Canal Region, Anderson Cove geoduck tract #22550 (2004 Geoduck Atlas) is included in the recovery study.

## **13. Tracts Will Be Fished Down and Managed for Recovery**

The parties agree to a harvest management strategy that minimizes the number of tracts open in any one year in the region. This strategy provides for optimal survival and recruitment of geoducks on unfished tracts. Harvesting an unlimited number of tracts in the region in any one year, or harvesting the same tract for many years, could negatively impact the geoduck resource. In order to minimize the number of new tracts open

each year in the region the parties agree to the following process:

Once a tract or a portion of a tract (described to all parties prior to fishing) is opened for fishing, the area will be harvested on a continuous basis until the parties agree the area has been adequately fished down. The minimum fished down level will be defined as either a percentage of the original biomass, or a density estimate that must be achieved prior to closing the tract. These quantities will be calculated by subtracting the amount harvested from the pre-fishing biomass estimate. The minimum fished down level will initially be set at 65% of the original biomass, or 0.04 geoduck/ft<sup>2</sup>, and may be subject to annual adjustment by agreement of the parties. When the area has been fished out, that area will be described to all parties and placed in recovery status (even though the bed may not be formally in the recovery study). Tracts placed in recovery status may not be fished again until the pre-fishing and subsequent survey densities are not statistically different at the 95% confidence level using an appropriate *t*-test.

#### **14. Harvests In Less Than -18 ft. MLLW And Greater Than -70 ft.**

Currently, portions of geoduck tracts that lie either in areas less than -18 ft., corrected to mean lower low water (MLLW), or in areas greater than -70 ft., are not included in the harvestable biomass (see Section 20). The parties reserve the right to incorporate these areas into the harvestable biomass on a tract specific basis, and establish tract specific harvest quotas, as long as they are surveyed and opened to harvest based upon biologically appropriate criteria. Any such harvest shall be conducted so as to limit the impact to the geoduck resource and protect eelgrass beds and other critical habitat and resources.

#### **15. National Shellfish Sanitation Program (NSSP) Compliance**

Geoducks shall only be commercially harvested in tracts certified by the Washington Department of Health in accordance with the Shellfish Sanitation Consent Decree in *United States v. Washington*, Case No. 9213, sub-proceeding 89-3 (W.D.Wa., May 4, 1994).

#### **16. Harvest Areas Shall Be Marked**

An area shall not be open at any time for harvest unless the boundaries are accurately described and marked. An area opened for harvesting shall be set apart and marked at all times, with easily identifiable stakes and buoys, by the party regulating the harvest. The area shall be marked sufficiently to assure compliance with this Plan, and to allow meaningful compliance with all regulations of the party opening the area for harvest. The shallow water and deep water corners of the tract should be marked with buoys of the same color, and the shoreward boundary of the tract should be marked with buoys of a different color. If marking the shoreward boundary is impractical, the parties may agree on an alternate marking and/or enforcement strategy, on a case-by-case basis, to prevent harvest in shallow areas. The latitude and longitude positions and corrected water depths of each buoy marker set on a tract must be provided to all parties, upon request. Positions will be recorded using GPS, dGPS, or equivalent, and North American Datum 1927 data set (which relates to NOAA navigation charts). For harvest areas of 100 acres or less, the near shore marking buoys delineating the shoreward tract boundary should be set apart no more than 500 feet. For tracts over 100 acres, the near shore marking buoys delineating the shoreward tract boundary should be set apart no more than 800 feet. Tracts with highly variable depth contours may require more than the minimum marking to adequately characterize the harvest area. Tracts in confined waterways or tracts with steeply sloping geography may require different marking, which must be agreed to by all parties. Any missing, moved or misplaced buoys will be marked at least temporarily on any given fishing day and replaced permanently within 5 harvest days unless otherwise agreed by the affected parties.

No harvest shall occur in eelgrass beds or eelgrass buffer zones. Eelgrass beds and necessary buffering areas shall be determined, marked, and excluded from the designated harvest area prior to harvest. The shoreward boundary of the tract is the -18 feet mean lower low water (MLLW) depth contour or deeper. The seaward boundary is at -70 feet uncorrected depth. On tracts where an eelgrass bed extends deeper than -16 feet (MLLW) the shoreward boundary of the tract will be two vertical feet deeper and seaward of the deepest occurrence of eelgrass. Alternatively, a buffer zone of at least 180 feet around eelgrass beds deeper than -18

feet (MLLW) can be used when the tract is marked to exclude eelgrass and marking is visible under water to divers within the tract.

#### **17. Harvest Gear And Methods**

Commercial geoduck harvest shall be conducted by divers with a hand-held, manually operated water jet. The water jet nozzle shall not exceed 5/8 inch inside diameter. Use of other gear may occur upon written agreement between the parties to this Plan. Each geoduck must be excavated individually from the substrate, and all geoducks that are excavated from the substrate during a harvest operation must be retained and the weights recorded. The practice of excavating geoducks from the side or “side-mining” is prohibited, as is the practice of partially excavating geoducks and then replacing them back in the substrate.

#### **18. No Over-harvest**

The parties shall harvest in accordance with their respective state/tribal shares in the Hood Canal Region. The parties agree to close their respective fisheries by the time that their share of the TAC, as specified in Section 20, has been reached. Any over-harvest disputes will be resolved in a timely manner. Those that cannot be resolved by informal meetings between the parties will be referred to formal dispute resolution (Section 26). Over-harvest of respective shares, by any party, without agreement between the parties, will result in adjustment of the violating party’s share the following year, thus paying the over-harvest back to the resource. There shall be no claim, harvest offset, or defense to harvest based on foregone opportunity.

#### **19. A Calculated Sustainable Yield Shall Dictate Harvest Amount**

The parties agree to conduct geoduck harvest based on the assumption that the Hood Canal Region can sustain a calculated sustainable yield each year in accordance with the procedures described in WDFW Technical Report #FPT00-01, “Stock Assessment of Sub-tidal Geoduck Clams, *Panopea abrupta*, in Washington”. The method for determining the sustainable harvest rate may be changed if the parties agree that such changes are warranted. The parties shall cooperatively determine the appropriate values for model parameters and the fishery exploitation rate in order to calculate the regional sustainable yield.

The affected parties will review the status of those geoduck tracts surveyed prior to 1981 and included in the harvestable biomass, and make adjustments where necessary to change the show factor to 0.75 in order to estimate the tract biomass (except where a site-specific show plot is available, or where the parties agree to a more appropriate show factor). For tracts with less than 0.1 transects per acre, the parties will review the confidence interval associated with that survey data, and jointly determine if additional survey work is needed to obtain more reliable biomass estimates.

Each year, prior to harvest, the parties will discuss and determine the status of each tract, or portions of tracts, to be opened for fishing in the Hood Canal Region. The parties agree to cooperatively update the regional geoduck biomass (Appendix A) to include all new data on beds that are newly-discovered, re-surveyed, harvested, polluted, or the status of which has changed. An objective is to distribute a working draft of the geoduck biomass to all parties by February 1, allow a one month review/comment period, and finalize the geoduck biomass by March 1 each year. All harvests and geoduck survey information through December 31 will be exchanged by each party by January 15. All harvests including commercial harvest, commercial take-home, resource assessment dig samples, brood stock collection, research, and PSP samples must be reported and will be attributed to respective parties shares, unless otherwise agreed.

#### **20. Harvest Quotas**

The 2005-2006 fishery season quotas include all fishery related mortalities and are based on an annual harvest rate of 2.7% of the total harvestable biomass in the Hood Canal Region. Unless the parties agree otherwise, tracts included in the harvestable biomass will be tracts or portions of tracts lying between –18 feet, corrected for mean lower low water (MLLW), and –70 feet in depth, and having a minimum virgin geoduck density equal to or greater than 0.04 geoduck/ft<sup>2</sup>. Tracts, or portions of tracts, that would otherwise

qualify for inclusion in the harvestable biomass, may be excluded if they lie in decertified areas, lie in areas of high vessel traffic, or have other characteristics unsuitable for commercial harvest. Tracts that are not included in the harvestable biomass will be evaluated on a case-by-case basis. The 2.7 % harvest rate was recommended using the age based equilibrium yield model described in WDFW Technical Report #FPT00-01. Currently, the best available geoduck population data indicates the harvestable biomass in the Hood Canal Region is 43,052,000 pounds (see Appendix A). The Tribal and State harvest quota for the April 1, 2005 to March 31, 2006 fishery season in the Hood Canal Region is 581,202 pounds each. These harvest quotas for the Tribes and for the State will be taken from the respective list of harvestable tracts identified in Section 21, unless otherwise agreed. If either party does not harvest its share during the planned harvest year, the unharvested allocations will not be carried over to the following year.

## 21. Harvest Areas

The specific Tribal and State harvest areas are listed below with their associated tract number, as designated in the 2003 WDFW Geoduck Atlas. The associated tract maps and boundary descriptions are available on the WDFW website ([www.wa.gov/wdfw/fish/shelfish/geoduck](http://www.wa.gov/wdfw/fish/shelfish/geoduck)).

### **Tribal Sites:**

#### **Primary**

Port Gamble	#20000
Port Gamble Inside	#20100
Hazel Pt. (Toandos)	#21000
Warrenville (Big Beef)	#21450
Hood Head East	#20200

#### **Secondary**

Case Shoal South	#20450
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### **State Sites:**

#### **Primary**

Hood Head South	#20250
Vinland	#20750

#### **Secondary**

Lofall	#20700
Port Gamble	#20000

(Note: The Sister/Shine Tract #20300 has been dropped from the list of State sites due to the relative complete harvest of geoduck resource deeper than -25 feet. However, the Parties have not finally determined the harvestable status of geoduck resources between -18 ft. and -25 ft. in areas of documented herring spawning. Once this determination is complete, the harvestable status of that portion of Sister/Shine between

-18 ft. and -25 ft. will be re-evaluated, and any remaining harvestable will be re-assigned, as appropriate.)

Secondary tracts will only be opened for harvest by a party when the primary tracts of that party are unavailable for harvest. Harvest at the secondary tract will only occur during the time that the primary tract is unavailable.

Alternative sites may be added to this Plan for both the Tribal and the state fisheries if the tracts identified in the above lists are not available for harvest. No additional sites shall be selected for harvest other than those listed above except by written agreement amongst the Treaty Tribes, WDFW, and DNR.

## 22. Protection of Fin Fish Spawning Sites

Finfish, and particularly herring spawning populations, could be negatively impacted by geoduck harvesting.

In order to protect finfish populations, the parties agree to restrict geoduck harvesting in areas of known spawning activity. The following tables identify management actions for both Tribal and State geoduck harvest sites that would be implemented during the 2005 season to protect herring spawning populations:

Tribal Sites:

<b>Geoduck Tract</b>	<b>Management Action: February 15 thru March 31</b>
Port Gamble #20000	Closed to harvest, or harvest restricted to 35 feet or deeper
Port Gamble #20100	Closed to harvest, or harvest restricted to 35 feet or deeper

State Sites:

<b>Geoduck Tract</b>	<b>Management Action: February 15 thru March 31</b>
Sister/Shine #20300	Closed to harvest, or harvest restricted to 35 feet or deeper
Lofall #20700	Closed to harvest, or harvest restricted to 35 feet or deeper

The Tribes and the state may mutually agree to adjust the above closure periods if herring stock information suggests a different management action is necessary to protect the herring spawning population. The parties also agree to continue discussions on the implementation of management measures that may be taken to provide additional protection to herring spawning substrates. Any agreed-to management restrictions to provide further substrate protection will be appended to and become a part of this Plan. The Department of Fish and Wildlife, the Department of Natural Resources, and the Hood Canal Treaty Tribes agree to initiate a herring spawning habitat study at the Port Gamble geoduck tract #20000.

### **23. Harvest Monitoring And Catch Accounting Procedures**

The Tribes and the State shall manage their respective fisheries in such a manner that prohibits over-harvest, high-grading, and inaccurate reporting of the total catch. For purposes of this Plan, “high-grading” shall be defined as the practice of discarding or dumping geoducks at any time, resulting in excavated clams not being weighed, reported, or accounted for. The parties shall require that all geoducks that are excavated from the substrate during a harvest event shall be retained and reported as pounds of harvested geoducks. Such harvest shall be counted against that party’s share, unless otherwise agreed to in writing. All commercial sales and commercial take home harvest must be reported on fish receiving tickets at the weigh out site or point of sale. Any subsistence or ceremonial harvest will be accounted for by reporting the harvest on an appropriate record keeping form, as determined by the harvesting party.

All parties shall share harvest and landing reports with all other parties on a monthly basis. Monthly distribution of harvest data will occur by the 15<sup>th</sup> of each month, and will include harvest for the period from the opening of the current season’s fishery through the end of the previous month. The parties may agree to a shorter time period for distribution of harvest data if conditions warrant. The Point No Point Treaty Council will be responsible for collating harvest data from all tribes in the Hood Canal Region for distribution to all affected parties. Likewise, DNR will be responsible for summary and distribution of state geoduck harvest in Hood Canal to all affected parties.

The parties recognize that there are potential sources of geoduck mortality caused by fishing activity that are not consistently reported, including inadvertent harvest loss, intentional discarding, and unreported catch. The parties agree that fishery management programs will include estimates of these potential mortality sources in total harvest estimates, while minimizing the incidence of unreported mortality through the implementation of adequate fishery monitoring and compliance programs. The parties also recognize that the actual elements of such harvest adjustments or monitoring programs will vary with the type of fishery conducted.

In the Hood Canal Region, the parties agree to account for unreported mortalities by including a harvest loss estimate in their total reported harvest, as follows:

- DNR: 2% of their Hood Canal share;
- PNPTC: 1% of the Hood Canal harvest of each PNPTC Tribe;
- Lower Elwha: 1% of their Hood Canal harvest;

Skokomish: 1% of their Hood Canal harvest;  
Suquamish: 1% of their Hood Canal harvest.

The parties further agree to minimize unreported mortality through the use of the following specific harvesting monitoring and compliance procedures:

- 1) All geoduck fishing shall occur with a monitor, either on site or within visual distance of the tract at all times, except during operational or emergency requirements, who will not participate in the fishery or share the harvest. The duties and responsibilities of the monitor shall include accurate accounting and reporting of all geoducks harvested during fishing operations. The monitoring vessel and/or harvest vessels shall carry a calibrated scale available for weighing geoducks and geoduck cages, which will be verified for accuracy prior to each weigh out. Primary monitoring vessels shall be equipped at all times with a properly functioning GPS unit and a fathometer.

Compliance dives or visual observations of the tract seafloor shall occur periodically by enforcement divers or monitor personnel (who are not participants of the fishery) such that one observation period will occur for every 5 days that fishing proceeds on the tract, provided that observations may proceed on a more frequent schedule when deemed necessary.

All parties agree to complete daily monitor logs of harvest and monitoring activities. Appendix C of this management plan provides information that could be included in harvest monitor logs.

- 2) All harvested geoduck shall be weighed by the monitor aboard the harvest vessel, on the water, at the harvest site, and within the tract boundaries, provided that the parties may elect to waive the on-the-water weigh out requirement for tract #20000 and tract #20100 due to the close proximity of these tracts to the offload site. If on-the-water weigh out is waived for these tracts, the parties harvesting these tracts agree to conduct a harvest inventory aboard each harvest vessel, as stipulated below.
- 3) If exigent circumstances exist (such as high wind or waves at the harvest site), which precludes weighing of geoducks on the harvest vessel, or if geoducks are harvested from tract # 20000 or tract #20100, then geoducks may be weighed at a previously designated offload site. If geoducks are to be weighed at a previously designated off-load site, the monitor shall attempt to inventory the harvest aboard each vessel prior to departure from the harvest tract, subject to reasonable safety requirements based on prevailing conditions. The inventory should include a written record of the number of fully loaded and partially loaded standard crates. At the discretion of the monitor, the inventory may also include: 1) an estimate of the percent loaded in partially loaded crates, and 2) a thorough inspection of each vessel to detect harvested geoducks. Each inventory report shall be made available to parties to this Plan, upon request.
- 4) The monitor shall take measures necessary to observe and report any discarding of geoducks between the harvest site and the landing site. The monitor or on-site enforcement officer will take all reasonable measures to assure that the harvest area is accurately marked and that harvest does not occur outside of the tract boundaries. In addition, all harvesters must notify the monitor prior to leaving the tract or crossing a tract boundary. In such cases, the monitor will either inventory the vessel's harvest as stipulated above, or the harvest will be weighed and recorded before the vessel is allowed to proceed.
- 5) Weighing of geoducks shall be witnessed by an authorized representative of the respective Tribal or State fishery. Any party to this Plan may observe any other party's harvest and compliance activities, with prior notification.

#### **24. Post-Harvest Surveys**

Currently there are no geoduck tracts in Hood Canal that are eligible for post-harvest surveys. If, during the season, the one or more tracts are identified as eligible for post-harvest surveys, the Parties will develop a



schedule for those surveys. The identified tracts and associated survey schedules will be included in future Hood Canal Region plans.

Post-harvest eligibility criteria includes a tract that has been completely harvested, as agreed by the Parties. Post-harvest surveys will be used to update the individual tract biomass within the region following completion of the surveys. The Parties will agree to additional uses of post-harvest survey data as appropriate. The Parties to the Hood Canal Region will determine the method of analysis for comparing pre-harvest biomass estimates with post-harvest biomass estimates plus reported catch, and when appropriate, the timeframe and distribution for payback when significant differences in the estimates indicate non-reporting has occurred.

Post-harvest surveys should be conducted within two years of closing a tract. The Party(ies) harvesting a particular tract should be responsible for the post-harvest surveys on that tract. However, the Parties are free to negotiate alternate survey responsibilities within the Hood Canal Region. Post-harvest survey methods are described in Appendix D.

#### **25. Unregulated Harvest (Poaching)**

Within Hood Canal, if the source and quantity of geoduck taken by poaching on a commercial tract is known, that amount will be deducted from the tract biomass. When poaching results in over-harvest, as agreed to by the parties, the parties will meet to discuss management actions needed to ensure the TAC is not exceeded, according to a schedule and method as agreed to by the parties.

#### **26. Dispute Resolution**

Before initiating formal dispute resolution the parties shall first attempt informal resolution of any disputes regarding provisions of this Plan. The process of informal resolution shall include written notice that fully describes the dispute and at least one meeting (in person or telephonic) concerning the dispute. If such a process does not resolve the dispute, the parties shall abide by the formal dispute resolution process stipulated in Section 9 of the Implementation Order.

#### **27. Changes To This Plan**

Changes to this Plan may be made only upon written agreement by all signatory parties.

**28. Authorized Signatures**

This Plan is made by the following parties, and each of the undersigned persons has authority to enter this Plan under paragraph 4.5 of the federal court's Implementation Order.

For the Lower Elwha Klallam Tribe:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the Skokomish Tribe:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the Jamestown S'Klallam Tribe:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the WDFW:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the Port Gamble S'Klallam Tribe:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the WDNR:

name: \_\_\_\_\_

date: \_\_\_\_\_

For the Suquamish Tribe:

name: \_\_\_\_\_

date: \_\_\_\_\_

**Appendix A**

Commercial geoduck tracts used in calculating the 2005-06 fishery quotas for the Hood Canal Region

Tract No	Tract Name	Acres	Clams / Sq Ft	Pounds X 1000	Status
19000	Snake Rock N.	24	0.08	199,000	Inactive
19200	Colvos Rocks	23	0.03	40,000	Closed, In Recovery
19300	Colvos Rocks E.	125	0.09	698,000	Inactive
19350	Tala Point	72	0.17	667,000	Inactive
19400	Tala Pt. South	38	0.17	707,000	Inactive
19450	Point Hannon	120	0.06	485,000	Closed, In Recovery
19550	Foulweather Bluff	40	0.17	447,000	Inactive
19600	Twin Spits	25	0.28	864,000	Inactive
19650	Foulweather	64	0.24	1,016,000	Inactive
19700	Foulweather 1	39	0.10	272,000	Inactive
19750	Foulweather 2	19	0.43	769,000	Inactive
19900	Coon Bay	99	0.22	2,570,000	Inactive
20000	Port Gamble	264	0.50	8,618,000	Currently being fished
20020	Point Julia	84	0.26	1,438,000	Needs survey work
20100	Port Gamble.Inside	185	0.10	3,100,000	Currently being fished
20200	Hood Head East	33	0.28	680,000	Currently being fished
20250	Hood Head South	40	0.17	541,000	Currently being fished
20300	Sisters/Shine	459	0.06	2,481,000	Currently being fished
20400	Case Shoal	75	0.06	312,000	Inactive
20450	Case Shoal South	182	0.06	699,000	Currently being fished
20550	Thorndyke	147	0.11	1,029,000	Closed, In recovery
20600	Hood Canal Bridge	46	0.42	1,264,000	Inactive
20650	Bridge	43	0.26	645,000	Inactive
20700	Lofall	139	0.07	800,00	Fished in 2004, needs further product quality testing
20750	Vinland	139	0.44	4,528,000	Fishing in 2005 planned
20800	Brown Point	31	0.24	408,000	Closed, In recovery
20900	Brown Point South	20	0.08	86,000	Closed, In recovery
21000	Hazel Point	179	0.16	2,874,000	Currently being fished
21150	Bangor/Trident	116	0.09	651,000	Inactive
21200	King Spit	32	0.06	185,000	Inactive
21350	Olympic View	63	0.08	435,000	Inactive
21450	Big Beef	421	0.08	2,482,000	Currently being fished
21750	Broadspit	24	0.04	86,000	Inactive
22350	Stavis Bay	6	0.05	28,000	Inactive
22450	Tekiu Point	13	0.04	59,000	Inactive
22550	Anderson Cove	65	0.01	62,000	Recovering, in recovery study
22650	Quatsap Point	20	0.05	85,000	Inactive
22700	Duckabush	9	0.23	184,000	Inactive
23100	Lillwaup	58	0.04	190,000	Inactive
24000	Sisters Point	62	0.07	368,000	Inactive
<b>Total Geoduck Biomass (lbs.)=</b>				<b>43,052,000</b>	
<b>Annual Harvestable Amount: (2.7%)(43,052,000 lbs.) = 1,162,404 lbs.</b>					

## Appendix B

The following persons are designated to receive notices and regulations. In addition, the parties agree to distribute the names of Tribal and State harvest monitors to any party to this agreement, along with the monitor's cell phone number, upon request.

<b>Contact</b>	<b>Organization</b>	<b>Fax Number</b>	<b>Telephone</b>
Tamara Gage	Port Gamble S'Klallam Tribe	360 297-4791	360 297-6290
Kelly Toy	Jamestown S'Klallam Tribe	360 681-4611	360 681-4641
Doug Morrill	Lower Elwha Klallam Tribe	360 452-4848	360 457-4012 ext 18
Dave Herrera	Skokomish Tribe	360 877-5148	360 877-5213 ext 508
Randy Hatch	Point No Point Treaty Council	360 297-3413	360 297-6536
Paul Williams	Suquamish Tribe	360 598-4666	360 394-8443
Deb Kuttel	Department of Fish and Wildlife	360 902-2158	360 902-2819
Celia Barton	Department of Natural Resources	360 902-1786	360 902-1025
Helen Seyferlich	Department of Health	360 236-2257	360 236-3323

The following fisheries enforcement personnel are responsible for Hood Canal geoduck fisheries.

<b>Contact</b>	<b>Organization</b>	<b>Fax Number</b>	<b>Cell Phone / Telephone</b>
Tim Reiber	Port Gamble S'Klallam Tribe	360 297-4791	360 731-8675
Tom O'Rourke	Jamestown S'Klallam Tribe	360 681-4611	360 460-2309
Joe Turrey	Lower Elwha Klallam Tribe	360 452-4848	360 460-4093
Kenn Johnson	Suquamish Tribe	360 598-4414	360 598-4334
Brent Dehning	Skokomish Tribe	360 877-6672	360 426-4740
Ken Dean	Department of Natural Resources	360 902-1786	360 791-7614
Dan Brinson	Department of Fish and Wildlife	360 902-8360	360 902-8358 <sup>1</sup>

1. If no response, contact the Washington State Patrol to report a possible violation @ 360 438-7770

## Appendix C

While additional work is needed to develop a specific form and data elements for monitor logs, the following information currently collected by state monitors is provided as a recommendation:

1. Name of harvest monitor responsible for completing compliance log
2. Time and date harvest monitor arrives at harvest site
3. Time and date harvest monitor leaves harvest site
4. Time and date each harvest vessel enters the harvest site
5. Time and date each harvest vessel leaves the harvest site
6. Time, date, vessel name or number, name of vessel operator, and names of divers on each harvest vessel.
7. Time, date, and vessel name of each vessel for each compliance check; findings of each compliance check; and any enforcement actions taken
8. Time and date of under water compliance checks, name of harvester, and name or number of vessel checked

## Appendix D

### POST-HARVEST SURVEY PROCEDURES

Post-harvest surveys will be conducted in the same manner as pre-harvest surveys (per “Stock Assessment of Subtidal Geoduck Clams (*Panopea abrupta*) in Washington” *WDFW Technical Report No. FPT00-01*), with the following exceptions or modifications:

**1) Statistical Precision:** The 95% confidence bound on the estimate of post-harvest biomass will *not* be required to lie within  $\pm 30\%$  of the biomass estimate itself (as is required of pre-fishing survey estimates).

**2) Sample Size and Placement of Transects:** The layout of systematic grid lines of transects for post-harvest surveys will follow the procedures for pre-fishing surveys in *WDFW Technical Report No. FPT00-01* (in the section “Standard Layout of Systematic Grid Lines”). Briefly, this calls for the first grid line of transects to begin at a randomly-selected point along the tract’s 18 ft MLLW contour, and subsequent lines of transects are placed at 1,000-ft intervals along the entire length of the tract’s 18 ft MLLW contour. The only exception to this spacing would occur if the pre-fishing survey on the tract used a smaller interval, in which case the post-harvest survey will use the same interval. Following this procedure, it is expected that the sample size (i.e., the number of transects) for post-harvest surveys will be very similar to the sample size for the pre-fishing survey on the same tract. Some minor difference in sample size is expected, since the first grid line of transects for the post-harvest survey will begin at a different location along the inshore contour (due to random placement), and because there will inevitably be variations in the exact course swum by divers on the two surveys.

**3) Dig Samples:** Dig samples of geoducks need *not* be taken during post-harvest surveys except in the special case described below. In most cases, the biomass estimate for the post-harvest survey will be the product of the mean density of geoducks (from the *post-harvest survey*) and the mean weight per geoduck (from the *pre-fishing survey*). If, however, the post-harvest biomass estimate results in rejection of the null hypothesis (i.e., if the *t*-test suggests that statistically significant non-reporting has occurred on the tract), then a dig sample will be taken and the mean weight-per-geoduck estimate will be re-calculated using this post-harvest dig sample. The dig sample, if required, will be an unbiased series of cluster samples taken in accordance with *WDFW Technical Report No. FPT00-01*.

**4) Articulated shells:** During post-harvest surveys, all articulated geoduck shells found within the boundaries of survey transects may be counted, and the shell length measured to the nearest millimeter. The number and shell length of any articulated shells removed from a tract by compliance or enforcement staff will be recorded and provided to the appropriate state or tribal biologist.