

Appendix A

1985 MEMORANDUM OF UNDERSTANDING,

1986 MEMORANDUM (POLICY WAIVER)

FROM WILLIAM MOTT, JR.,

1988 SUPPLEMENTAL AGREEMENT,

AND 1991 CONSENT DECREE

APPENDIX A:

1985 MEMORANDUM OF UNDERSTANDING,

1986 MEMORANDUM (POLICY WAIVER)
FROM WILLIAM MOTT, JR.,

1988 SUPPLEMENTAL AGREEMENT,

AND

1991 CONSENT DECREE

MEMORANDUM OF UNDERSTANDING
BetweenNational Park Service
and
State of Washington Department of GameArticle I. Background and Objectives

This Memorandum of Understanding is between the State of Washington Department of Game, acting through and by the Director, hereinafter referred to as the Department, and the National Park Service acting by and through the Regional Director of the Pacific Northwest Region, hereinafter referred to as the Service. Both the Department and the Service recognize a mutual concern and responsibility for the fisheries and wildlife resources found within the State and desire to cooperate for the protection and enhancement of such resources.

The purpose of this Memorandum of Understanding is to continue cooperative efforts in the management, protection, and enhancement of the fisheries and wildlife resources of mutual concern.

The general authority for this cooperation is contained within the National Park Legislative Authority:

- 16 USC, Chapter 1, Section 1a-1;
Chapter 5A, Sub-chapter I, Section 661;
Chapter 5B, Sec. 669;
Chapter 10B, Section 777.
- 43 CFR, Section 24.6.

Article II. Statements of Work

Recognizing a mutual concern and responsibility for the fisheries and wildlife resources found within the state of Washington:

A. The Service agrees:

1. To consult with the Department prior to initiating research projects or implementing plans, programs, or regulations affecting fish and wildlife species distribution, numbers or public use of fish and wildlife found within areas administered by the Service.
2. To practice those forms of management which will benefit fish and wildlife, and their habitats, and to maintain or restore their natural and historic distribution and abundance, consistent with the respective Service policies and park objectives.
3. To permit the harvest of fish and wildlife in accordance with applicable state laws and regulations of the Department in those areas under the jurisdiction of the Service which are open to hunting and/or fishing. It is recognized that some park regulations may vary for management purposes.



B. The Department agrees:

1. To consult with the Service before establishing or implementing research and management programs pertaining to fish and wildlife that may affect public use or other natural resources of the area administered by the Service.
2. To assist the Service in the maintenance or restoration of mutually-agreed-upon distribution and abundance of game fish and wildlife populations in Service areas, including the removal of excess animals by means that are consistent with Service and Department policies and objectives, subject to the provisions of paragraph C.1., below.

C. The Department and the Service mutually agree:

1. To consult concerning any proposals to transplant fish and wildlife to or from national parks within the state of Washington, and that any such transplants shall be by mutual agreement prior to any action by either the Service or the Department; the Department will provide the necessary coordination with other states, provinces, institutions, or other organizations, and for the disposition of wildlife transplanted from parks to other areas.
2. To establish Technical Study Task Forces composed of biologists, wildlife managers, and other professionals of both agencies, to resolve regional fish and wildlife problems and develop recommendations for long-range and annual fish and wildlife programs as needs are mutually identified,
3. To meet jointly at least annually to consider recommendations of the Technical Study Task Forces and other subjects of mutual interest. The Department will host meetings in odd-numbered years; the Service in even-numbered years.
4. To cooperate in joint enforcement of applicable game and/or fish laws and regulations relative to lands and waters administered by the Service, consistent with jurisdictions possessed by the Department and the Service.
5. To encourage the joint publication of press releases and the interchanges between parties of all pertinent agency policies and objectives, plans, statutes, rules and regulations, and other information as required for the wise use and perpetuation of regional fish, wildlife, and park resources.
6. To enter into working agreements as occasion demands for the use of lands, buildings, and other facilities owned and operated by either party hereto, for special projects.

7. To enter into supplemental agreements to this Memorandum of Understanding as necessary to carry out joint programs in the individual units administered by the Service.
8. That each and every provision of the Memorandum of Understanding is subject to the laws of the United States and the laws of the state of Washington and to the delegated authority in each instance.
9. That nothing in this Memorandum of Understanding shall be construed as obligating either party hereto to the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
10. That nothing contained herein shall be construed as limiting the responsibility and authority, as defined by law, of the Regional Director, National Park Service, and the Director, Washington Department of Game, in connection with the administration and protection of lands and resources under their respective administrations.

Article III. Term of Agreement

1. This Memorandum of Understanding supersedes all existing agreements between the Pacific Northwest Region of the National Park Service and the State of Washington, Department of Game, regarding cooperative efforts in the management, protection, and enhancement of the fisheries and wildlife resources of mutual concern.
2. This Understanding is effective on the date last shown on the signature page, and will remain in effect for five years from the date at which time it shall be reviewed to determine whether it shall be renewed, modified, or terminated. This agreement shall expire at the end of the specified term unless formally reaffirmed or rewritten if necessary. Amendments to this Memorandum of Understanding may be proposed by either party and shall become effective upon written approval by both parties.

Article IV. Key Officials

1. Key State of Washington Official:

Director, State of Washington Department of Game
600 North Capitol Way
Olympia, Washington 98504

2. Key National Park Service Official:

Regional Director, Pacific Northwest Region
National Park Service
Westin Building, Room 1920
2001 Sixth Avenue
Seattle, Washington 98121



Article V. Termination

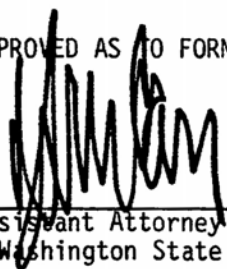
This Memorandum of Understanding shall remain in full force and effect unless cancelled by either party upon a written six (6)-month notice to the other party.

Article VI. Required Clauses

1. During the performance of this Agreement the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
2. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

In witness whereof, the parties hereto have executed this Memorandum:

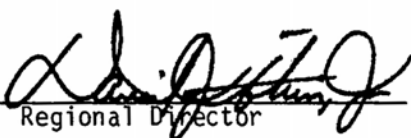
APPROVED AS TO FORM:



Assistant Attorney General for
Washington State

National Park Service
Pacific Northwest Region
Seattle, Washington

State of Washington
Department of Game
Olympia, Washington



Regional Director



Date

Director

AUG 15 1985

Date





IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

P.O. BOX 37127
WASHINGTON, D.C. 20013-7127Your
National Park Service
Reminds You...

"TAKE PRIDE IN AMERICA"

JUN 12 1986

Memorandum

To: ^{ACTING} Regional Director, Pacific Northwest Region

From: Director, National Park Service **William Penn Mott, Jr.**

Subject: Fish Stocking, North Cascades National Park Complex

In your January 27, 1986, memorandum and in follow-up discussions, you requested that we provide you with a clear statement regarding National Park Service policy for management of fisheries resources in the North Cascades Complex. In developing our reply to your request, we have considered both information regarding the impact of introducing fish into naturally fish-free lakes and also the record of testimony concerning the establishment of the North Cascades Complex. Further, we have learned about and understand that there exists a highly articulate interest group supportive of stocking fish in the North Cascades Complex.

Our findings are as follows:

1. Fishing is an acceptable recreational activity in the park, provided it is done consistent with National Park Service Management Policies and with provisions of the General Management Plan and other approved plans.
2. Stocking of selected, naturally fish-free and other waters to create and maintain a recreational fishery in portions of the area encompassed by the North Cascades Complex is a practice that existed prior to creation of the park.
3. The act of stocking a naturally fish-free lake or stream is a human-induced disruption of a natural ecosystem, and is to be avoided in areas managed as natural zones.

Our conclusions are as follows:

1. For fishery management purposes, the waters of North Cascades National Park are to be aggregated into the following three categories:
 - (a) Natural Fish-free Waters - Waters that are to be managed as fish-free areas in the future.
 - (b) Self-sustaining Fish Population Waters - Waters that previously were stocked where we will allow the waters to continue to support a fish population without further stocking or revert to a fish-free condition.
 - (c) Continue to Stock Waters - Waters where fish stocking will be permitted for the purpose of enhancing recreational fishing activities.



2. All waters in North Cascades National Park that presently have no fish are not to be stocked with any kind of fish.
3. Park waters that are potential candidates for continued fish-stocking are to be reviewed to determine which waters warrant management as an enhanced recreational fishery, and for which continued fish-stocking is to be an acceptable action.
4. Those waters within the park that specifically are selected to be managed as enhanced recreational fishery waters are the only waters that may be stocked now or in the future. Fish stocking of these waters should be done only with fish species that are native to the park waters, if such species exist. If no native species exist, stocking should be limited to fish species that are native to the ecological region within which the park is found. However, use of such ecologically related non-native fish species must be restricted so that these species do not become established in natural zone waters in the park.

In summary, with the three above classes of waters (fish-free waters, self-sustaining fish population waters, and fish-stocked waters) we will provide for an enhanced recreational fishing experience in the park while at the same time assuring that we provide the opportunity for aquatic research under natural conditions. In this regard, it would be desirable for your office to develop ~~and implement~~ a research effort that (a) establishes current fish and aquatic habitat baseline conditions in park waters; (b) monitors carefully the impacts of this fish-stocking guidance on fish and other wildlife; and (c) determines changes over time referenced against current baseline conditions or against undisturbed natural conditions where they are known. These data will help provide an informed basis for determining whether changes in our fish-stocking management actions may be needed in the future.



SUPPLEMENTAL AGREEMENT
to
MEMORANDUM OF UNDERSTANDING
Between
National Park Service
and
State of Washington Department of Game (now Wildlife)

Article I. Background and Objectives

This Supplemental Agreement supplements the Memorandum of Understanding, Agreement No. MU-9000-5-0004 which was entered into between the Department of Game (now Wildlife) and the Pacific Northwest Region of the National Park Service, dated August 15, 1985, hereinafter referred to as the MOU. This Supplemental Agreement is between the Washington State Department of Wildlife (previously Game), acting through and by the Director, hereinafter referred to as the Department, and the National Park Service acting by and through the Regional Director of the Pacific Northwest Region, hereinafter referred to as the Service.

The purpose of this Supplemental Agreement is to establish a mutually agreed to list of lakes within the boundaries of North Cascades National Park which the Department will stock with fish as part of its fish management program.

Article II. Statements of Work

Recognizing the need to establish mutually agreed upon policy relating to fish stocking in lakes within North Cascades National Park and in keeping with Article II C 1 and 7 of the MOU, the Department and the Service mutually agree:

1. The Department shall be allowed to stock fish and/or provide fish for stocking in 40 lakes within the boundaries of North Cascades National Park as part of the Department's fish management program. These 40 lakes shall consist of those lakes previously agreed to by the Department and the Service as lakes currently being stocked (17), and lakes with self-sustaining populations (23). These are 40 of the lakes within North Cascades National Park which the Department and Service agree have been previously stocked. The 40 lakes that may be stocked are identified as such on Appendix A, which is attached hereto and incorporated herein by this reference.
2. Additions or deletions to the list of 40 lakes may be made only by mutual agreement of the Department and the Service. Research results will be considered in future decisions.



- 2 -

3. The Department shall, in consultation with the Service, provide annual plans to stock fish including number and species of fish, specific lakes, and the stocking frequency of each lake.

Article III. Term of Agreement

1. If the MOU expires or terminates, the parties intend that this Supplemental Agreement shall survive the termination of the MOU and shall continue in effect until terminated as provided herein.
2. This Supplemental Agreement shall first be subject to mutual review and evaluation by July 2000. The intent is to give this Agreement a 12-year life and that upon mutual review, the Agreement may be continued or modified based on information available at the time of review.

Article IV. Key Officials

1. Key State of Washington Official:

Director, Washington Department of Wildlife
600 North Capitol Way
Olympia, Washington 98504

2. Key National Park Service Official:

Regional Director, Pacific Northwest Region
National Park Service
83 South King Street, Suite 212
Seattle, Washington 98104

Article V. Termination

This Supplemental Agreement shall remain in full force and effect unless terminated by mutual consent of the Department and the Service.

Article VI. Required Clauses

1. During the performance of this Supplemental Agreement the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.



- 3 -

2. No member of or delegate to Congress, or resident federal Commissioner, shall be admitted to any share or part of this Supplemental Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Supplemental Agreement if made with a corporation for its general benefit.

In witness whereof, the parties hereto have executed this Supplemental Agreement:

State of Washington
Department of Wildlife
Olympia, Washington

National Park Service
Pacific Northwest Region
Seattle, Washington

Carl Smith
Director

7/11/88
Date

Charles H. Anderson 7/12/88
Regional Director Date

APPROVED AS TO FORM:

Daniel R. Allen 7/11/88
Assistant Attorney General for
Washington State
Attorney for Dept. of Wildlife



APPENDIX A

*STOCKING HISTORY = RECORDED OR PRESENCE OF FISH/YEAR INTRODUCED

LAKE NAME: UPPER CASE indicates an official USGS lake name.
Lower Case indicates an unofficial lake name.

NPS AREA: NCNP (SU/ES)-South Unit of Park, East Slope
NCNP (SU/WS)-South Unit of Park, West Slope
NCNP (NU)-North Unit of Park

BT = BROOK TROUT
CT = COASTAL CUTTHROAT TROUT
IC = INTERIOR CUTTHROAT TROUT
GT = GOLDEN TROUT
RT = RAINBOW TROUT

LAKE NAME	LAKE CODE	NPS AREA	LOCATION			ELEVATION	SURFACE	STOCKING	SP. LAST
			S	T	R	FT.	AREA (AC)	HISTORY*	STOCKED
=====	=====	=====	----	----	----	==	=====	=====	=====
LAKES CURRENTLY BEING STOCKED									
1 JEANITA	DD-1	NCNP (NU)	29	38	13	908	1.3	GT61	GT86
2 Diobsud Lakes	LS-3	NCNP (NU)	32	37	10	479	3.6	CT60	IC83
3 Hi-Yu	M-1	NCNP (NU)	26	37	19	803	4.0	RT61	RT86
4 Nert	M-5	NCNP (NU)	10	37	10	554	2.5	GT65	GT86
5 Triumph	M-17	NCNP (NU)	21	37	11	652	4.0	RT51	RT85
6 THORTON LAKES	M-19	NCNP (NU)	14	37	11	682	12.4	RT41	GT86
7 THORTON LAKES	M-20	NCNP (NU)	23	37	11	452	58.1	RT41	IC76
8 COPPER	MC-6	NCNP (NU)	25	39	10	253	12.9	IC39	IC85
9 Kwanneum	MC-7	NCNP (NU)	3	34	10	105	16.6	CT66	RB83
10 Firn	MP-2	NCNP (NU)	30	39	13	476	5.1	RT68	IC83
11 NO NAME	PM 1	NCNP (SU)	21	39	13	842	10.9	RT46	RT85
12 Upper Bouck	DD-5	NCNP (SU/WS)	19	37	13	623	4.7	GT68	GT86
13 Wilcox Lakes	EP-5(1)	NCNP (SU/WS)	18	38	13	663	6.7	CT67	RT86
14 Sweetpea	ML-2	NCNP (SU/WS)	13	36	14	535	8.3	RT68	RB85
15 Torment	ML-3	NCNP (SU/WS)	24	36	14	454	3.3	RT68	RB85
16 STILETTO	MR-1	NCNP (SU/ES)	6	34	18	798	9.9	CT66	IC83
17 HIDDEN	SS-1	NCNP (SU/WS)	25	35	12	736	60.2	RT48	RT85
LAKES WITH SELF-SUSTAINING POPULATIONS									
1 Diobsud Lakes	LS-2	NCNP (NU)	32	37	10	478	2.5	IC55	IC65
2 IPSOOT	LS-6	NCNP (NU)	8	37	10	352	8.9	IC36	IC61
3 BLOOM LAKES	LS-7	NCNP (NU)	27	38	10	4954	6.9	CT/BT37	CT/DT37
4 GREEN	M-4	NCNP (NU)	15	37	10	4305	79.2	RT46	IC67
5 Lower Berdeen	M-7	NCNP (NU)	11	37	10	4472	7.9	RT46	RT46
6 BERDEEN	M-8	NCNP (NU)	11	37	10	5004	125.5	RT46	IC85
7 BLOOM LAKES	M-11	NCNP (NU)	27	38	10	5064	13.8	RT38	GT60
8 Doug's Tarn	M-21	NCNP (NU)	3	37	11	3952	4.9	IC65	IC65
9 Quill Lakes	M-24(1)	NCNP (NU)	29	37	11	4554	1.2	RT61	RT61
10 Quill Lakes	M-24(2)	NCNP (NU)	29	37	11	4528	1.0	RT	RT
11 HANGING	MC-8	NCNP (NU)	38	40	10	4554	73.1	RT/CT	UNK.
12 BEAR	MC-12	NCNP (NU)	24	40	11	5804	25.1	IC67	IC67
13 Mad Eagle	MC-34	NCNP (NU)	7	40	11	5443	1.7	RT	RT
14 SKYMO	PM-3	NCNP (NU)	27	39	13	5279	10.6	IC68	IC68
15 SOURDOUGH	PM-12	NCNP (NU)	21	38	13	4626	27.7	BT35	BT35
16 DOUBTFUL	CP-1	NCNP (SU/ES)	36	35	14	5387	29.7	GT50	IC
17 Wilcox Lakes	EP-6	NCNP (SU/WS)	18	36	13	5138	9.1	RT/CT68	RB/CT68
18 Stout Lake Pond	EP-9(1)	NCNP (SU/WS)	23	36	12	5184	1.6	IC	IC PRES.
19 STOUT	EP-9(2)	NCNP (SU/WS)	24	36	12	5233	26.3	IC49	IC67
20 TRAPPER	GM-1	NCNP (SU/ES)	9	34	14	4167	145.7	CT49	IC68
21 MOROGRAM	H-23	NCNP (SU/WS)	32	36	12	4843	31.4	CT32	RT86
22 DAGGER	MR-4	NCNP (SU/ES)	7	34	18	5512	8.9	IC34	IC34
23 KETTLING	MR-5	NCNP (SU/ES)	16	34	17	5378	9.8	IC/RT	IC/RT



APPENDIX A Page 2

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LAKE NAME	LAKE CODE	NPS AREA	LOCATION			ELEVATION (FT.)	SURFACE AREA (AC)	STOCKING HISTORY*	SP. LAST STOCKED
			S	T	R				
=====									
LAKES WITH STOCKING HISTORY BUT PRESUMED FISHLESS									
1 Talus Tarn	M-6	NCNP (NU)	10	37	16	355	1.5	CT68	CT68
2 unnamed	M-13	NCNP (NU)	4	37	11	105	2.5	IC65	IC65
3 unnamed	M-14	NCNP (NU)	4	37	11	813	1.5	IC65	IC65
4 THORNTON LAKES	M-18	NCNP (NU)	14	37	11	643	30.6	IC68	IC68
5 BLUE LAKES	MC-1	NCNP (NU)	22	38	10	563	3.0	RT38	RT38
6 BLUE LAKES (Vista)	MC-2	NCNP (NU)	25	38	10	906	3.0	CT60	CT60
7 Redoubt	MC-11	NCNP (NU)	12	41	11	302	13.8	IC67	IC67
8 EAST (UPPER)	MC-14(1)	NCNP (NU)	2	39	12	564	2.0	RT67	RT67
9 EAST (LOWER)	MC-14(2)	NCNP (NU)	2	39	11	506	7.4	RT67	RT67
10 MIDDLE (UPPER)	MC-16(1)	NCNP (NU)	10	39	11	702	4.2	RT67	RT67
11 MIDDLE (LOWER)	MC-16(2)	NCNP (NU)	10	39	11	644	2.5	RT67	RT67
12 TAPTO (UPPER)	MC-17(1)	NCNP (NU)	9	39	11	730	9.9	IC60	IC60
13 TAPTO (MIDDLE)	MC-17(2)	NCNP (NU)	9	39	11	713	0.8	IC60	IC60
14 TAPTO (LOWER)	MC-17(3)	NCNP (NU)	9	39	11	590	5.3	IC60	IC60
15 TAPTO (WEST)	MC-17(4)	NCNP (NU)	9	39	11	6710	2.0	IC60	IC60
16 LAKE BEVEILLE	MC-21(1)	NCNP (NU)	3	39	11	5013	4.0	RT68	RT68
17 LAKE BEVEILLE	MC-21(2)	NCNP (NU)	3	39	11	5003	3.0	RT68	RT68
18 Wild	MC-27	NCNP (NU)	10	36	11	1582	11.3	RT67	RT67
19 AZURE	MP-9	NCNP (NU)	21	38	10	4059	88.0	GT61	GT61
20 SILVER	MS-1	NCNP (NU)	34	41	12	5769	161.0	GT61	GT61
21 unnamed	EP-10	NCNP (SU/WS)	21	36	13	5614	9.8	RT/CT67	RT/CT67
22 unnamed	EP-13	NCNP (SU/WS)	26	36	12	5389	2.1	RT67	RT67
23 unnamed	EP-14	NCNP (SU/WS)	24	36	12	5945	4.4	RT66	RT66
24 unnamed	PP-1	NCNP (SU/WS)	21	36	13	5345	17.5	RT/CT67	RT/CT67
25 Sourpuss	ML-1	NCNP (SU/WS)	10	36	14	4943	0.6	RT68	RT68
26 Vulcan	ML-4	NCNP (SU/WS)	35	36	14	5144	8.1	RT68	RT68



**REAFFIRMATION
OF
SUPPLEMENTAL AGREEMENT
TO
MEMORANDUM OF UNDERSTANDING
Between
National Park Service
And
State of Washington Department of Fish and Wildlife**

The Supplemental Agreement supplements the Memorandum of Understanding, Agreement No. MU-9000-5-0004 dated August 15, 1985. The purpose of the Supplemental Agreement is to establish a mutually agreed to list of lakes within the boundaries of North Cascades National Park which the Department of Fish and Wildlife will stock with fish as part of its fish management program.

Article III. Term of Agreement, item 2. states:

This Supplemental Agreement shall be subject to mutual review and evaluation by July 2000. The intent is to give this Agreement a 12-year life and that upon mutual review, the Agreement may be continued or modified based on information available at the time of review.

We the undersigned have reviewed and evaluated the Agreement and agree that it should continue in effect without modification through December 2004.

In witness whereof, the parties hereto have reaffirmed this Supplemental Agreement:

State of Washington
Department of Fish and Wildlife
Olympia, Washington

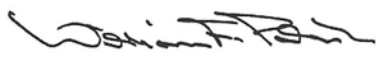
National Park Service
North Cascades National Park
Sedro Woolley, Washington



Regional Director

5-25-02

Date

 6-3-02

Superintendent Date

SUPPLEMENTAL AGREEMENT
to
MEMORANDUM OF UNDERSTANDING
Between
National Park Service
and
State of Washington Department of Game (now Wildlife)

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Article II. Statements of Work

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1. The Department shall be allowed to stock fish and/or provide fish for stocking in 40 lakes within the boundaries of North Cascades National Park as part of the Department's fish management program. These 40 lakes shall consist of those lakes previously agreed to by the Department and the Service as lakes currently being stocked (17), and lakes with self-sustaining populations (23). These are 40 of the lakes within North Cascades National Park which the Department and Service agree have been previously stocked. The 40 lakes that may be stocked are identified as such on Appendix A, which is attached hereto and incorporated herein by this reference.
2. Additions or deletions to the list of 40 lakes may be made only by mutual agreement of the Department and the Service. Research results will be considered in future decisions.



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3. The Department shall, in consultation with the Service, provide annual plans to stock fish including number and species of fish, specific lakes, and the stocking frequency of each lake.

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600 North Capitol Way
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2. Key National Park Service Official:

Regional Director, Pacific Northwest Region
National Park Service
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2. No member of or delegate to Congress, or resident federal Commissioner, shall be admitted to any share or part of this Supplemental Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Supplemental Agreement if made with a corporation for its general benefit.

In witness whereof, the parties hereto have executed this Supplemental Agreement:

State of Washington
Department of Wildlife
Olympia, Washington

National Park Service
Pacific Northwest Region
Seattle, Washington

Carl Smith
Director

7/11/88
Date

Regional Director Date

APPROVED AS TO FORM:

David M. Brown 7/11/88
Assistant Attorney General for
Washington State
Attorney for Dept. of Wildlife



APPENDIX A

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GT = GOLDEN TROUT
RT = RAINBOW TROUT

LAKE NAME	LAKE CODE	NPS AREA	LOCATION			ELEVATION	SURFACE	STOCKING	SP. LAST
			S	T	R	(FT.)	AREA (AC)	HISTORY*	STOCKED
=====	=====	=====	----	----	----	-----	-----	-----	-----
LAKES CURRENTLY BEING STOCKED									
1 JEANITA	DD-1	NCNP (NU)	29	38	13	4908	1.3	GT61	GT86
2 Diobsud Lakes	LS-3	NCNP (NU)	32	37	10	4479	3.6	CT60	IC83
3 Hi-Yu	M-1	NCNP (NU)	26	37	10	3803	4.0	RT61	RT86
4 Nert	M-5	NCNP (NU)	10	37	10	4554	2.5	GT65	GT86
5 Triumph	M-17	NCNP (NU)	21	37	11	3652	4.0	RT61	RT85
6 THORTON LAKES	M-19	NCNP (NU)	14	37	11	4682	12.4	RT41	GT86
7 THORTON LAKES	M-20	NCNP (NU)	23	37	11	4452	58.1	RT41	IC76
8 COPPER	MC-6	NCNP (NU)	25	39	10	5253	12.9	IC39	IC85
9 Kwahnesum	MC-7	NCNP (NU)	3	39	10	5105	16.6	CT66	RB83
0 Firn	MP-2	NCNP (NU)	30	39	13	5476	5.1	RT68	IC83
1 NO NAME	PM-1	NCNP (NU)	21	39	13	3842	10.9	RT46	RT85
2 Upper Bouck	DD-5	NCNP (SU/WS)	19	37	13	5023	4.7	GT68	GT86
3 Wilcox Lakes	EP-5(1)	NCNP (SU/WS)	18	36	13	5063	6.7	CT67	RT86
4 Sweetpea	ML-2	NCNP (SU/WS)	13	36	14	5535	8.3	RT68	RB85
5 Torment	ML-3	NCNP (SU/WS)	24	36	14	6454	3.3	RT68	RB85
6 STILETTO	MR-1	NCNP (SU/ES)	6	34	18	6798	9.9	CT66	IC83
7 HIDDEN	SB-1	NCNP (SU/WS)	25	35	12	5738	60.2	RT48	RT85
LAKES WITH SELF-SUSTAINING POPULATIONS									
1 Diobsud Lakes	LS-2	NCNP (NU)	32	37	10	4078	2.5	IC65	IC65
2 IPSOOT	LS-6	NCNP (NU)	8	37	10	4502	8.9	IC36	IC61
3 BLUM LAKES	LS-7	NCNP (NU)	27	38	10	4954	6.9	CT/BT37	CT/BT37
4 GREEN	M-4	NCNP (NU)	15	37	10	4305	79.2	RT46	IC67
5 Lower Berdeen	M-7	NCNP (NU)	11	37	10	4472	7.9	RT46	RT46
6 BERDEEN	M-8	NCNP (NU)	11	37	10	5004	125.5	RT46	IC85
7 BLUM LAKES	M-11	NCNP (NU)	27	38	10	5004	13.8	RT38	GT60
8 Doug's Tarn	M-21	NCNP (NU)	3	37	11	3952	4.9	IC65	IC65
9 Quill Lakes	M-24(1)	NCNP (NU)	29	37	11	4554	1.2	RT61	RT61
0 Quill Lakes	M-24(2)	NCNP (NU)	29	37	11	4528	1.0	RT	RT
1 HANGING	MC-8	NCNP (NU)	38	40	10	4554	73.1	RT/CT	UNK.
2 BEAR	MC-12	NCNP (NU)	24	40	11	5804	28.1	IC67	IC67
3 Mad Eagle	MC-34	NCNP (NU)	7	40	11	5443	1.7	RT	RT
4 SKYMO	PM-3	NCNP (NU)	27	39	13	5279	10.6	IC68	IC68
5 SOURDOUGH	PM-12	NCNP (NU)	21	38	13	4626	27.7	BT35	BT35
6 DOUBTFUL	CP-1	NCNP (SU/ES)	36	35	14	5387	29.7	GT50	IC
7 Wilcox Lakes	EP-6	NCNP (SU/WS)	18	36	13	5138	9.1	RT/CT68	RB/CT68
8 Stout Lake Pond	EP-9(1)	NCNP (SU/WS)	23	36	12	5184	1.6	IC	IC PRES.
9 STOUT	EP-9(2)	NCNP (SU/WS)	24	36	12	5233	26.3	IC49	IC67
0 TRAPPER	GM-1	NCNP (SU/ES)	9	34	14	4167	145.7	CT49	IC68
1 MONOGRAM	M-23	NCNP (SU/WS)	32	36	12	4843	31.4	CT32	RT86
2 DAGGER	MR-4	NCNP (SU/ES)	7	34	18	5512	8.9	IC34	IC34
3 KETTLING	MR-5	NCNP (SU/ES)	16	34	17	5378	9.8	IC/RT	IC/RT



*STOCKING HISTORY = RECORD OR PRESENCE OF FISH/YEAR INTRODUCED

LAKE NAME: UPPER CASE Indicates an official USGS lake name.
Lower Case indicates an unofficial lake name.

NPS AREA: NCNP (SU/ES)-South Unit of Park, East Slope
NCNP (SU/WS)-South Unit of Park, West Slope
NCNP (NU)-North Unit of Park

BT = BROOK TROUT
CT = COASTAL CUTTHROAT TROUT
IC = INTERIOR CUTTHROAT TROUT
GT = GOLDEN TROUT
RT = RAINBOW TROUT

LAKE NAME	LAKE CODE	NPS AREA	LOCATION			ELEVATION	SURFACE	STOCKING	SP. LAST
			S	T	R	(FT.)	AREA (AC)	HISTORY*	STOCKED
=====	=====	=====	----	----	----	-----	-----	-----	-----
LAKES WITH STOCKING HISTORY BUT PRESUMED FISHLESS									
1 Talus Tarn	M-6	NCNP (NU)	10	37	10	5355	1.5	GT68	GT68
2 unnamed	M-13	NCNP (NU)	4	37	11	5105	2.5	IC65	IC65
3 unnamed	M-14	NCNP (NU)	4	37	11	4813	1.5	IC65	IC65
4 THORTON LAKES	M-18	NCNP (NU)	14	37	11	5043	30.6	IC68	IC68
5 BLUM LAKES	MC-1	NCNP (NU)	22	38	10	5663	3.0	RT38	RT38
6 BLUM LAKES (Vista)	MC-2	NCNP (NU)	25	38	10	5906	3.0	GT60	GT60
7 Redoubt	MC-11	NCNP (NU)	12	41	11	5302	13.8	IC67	IC67
8 EAST (UPPER)	MC-14(1)	NCNP (NU)	2	39	12	5604	2.0	RT67	RT67
9 EAST (LOWER)	MC-14(2)	NCNP (NU)	2	39	11	5506	7.4	RT67	RT67
10 MIDDLE (UPPER)	MC-16(1)	NCNP (NU)	10	39	11	5702	4.2	RT67	RT67
11 MIDDLE (LOWER)	MC-16(2)	NCNP (NU)	10	39	11	5604	2.5	RT67	RT67
12 TAPTO (UPPER)	MC-17(1)	NCNP (NU)	9	39	11	5730	9.9	IC60	IC60
13 TAPTO (MIDDLE)	MC-17(2)	NCNP (NU)	9	39	11	5713	0.8	IC60	IC60
14 TAPTO (LOWER)	MC-17(3)	NCNP (NU)	9	39	11	5690	0.3	IC60	IC60
15 TAPTO (WEST)	MC-17(4)	NCNP (NU)	9	39	11	5710	2.0	IC60	IC60
16 LAKE REVEILLE	MC-21(1)	NCNP (NU)	3	39	11	5013	4.0	RT68	RT68
17 LAKE REVEILLE	MC-21(2)	NCNP (NU)	3	39	11	5003	3.0	RT68	RT68
18 Wild	MC-27	NCNP (NU)	10	38	11	4882	11.3	RT67	RT67
19 AZURE	MP-9	NCNP (NU)	21	38	10	4059	88.0	GT61	GT61
20 SILVER	MS-1	NCNP (NU)	34	41	12	6769	161.0	GT61	GT61
21 unnamed	EP-10	NCNP (SU/WS)	21	36	13	5614	9.8	RT/CT67	RT/CT67
22 unnamed	EP-13	NCNP (SU/WS)	26	36	12	5384	2.1	RT67	RT67
23 unnamed	EP-14	NCNP (SU/WS)	24	35	12	5945	4.4	RT66	RT86
24 unnamed	FP-1	NCNP (SU/WS)	21	36	13	5345	17.5	RT/CT67	RT/CT67
25 Sourpuss	ML-1	NCNP (SU/WS)	10	36	14	4843	0.6	RT68	RB68
26 Vulcan	ML-4	NCNP (SU/WS)	35	36	14	5194	8.1	RT68	RB86



APPENDIX B: CONSENT DECREE

1	FILED	CC TO JUDGE	
2	COPIED	ENTERED	
3		RECEIVED	
4	APR 12 1991		
5	UNITED STATES DISTRICT COURT		
6	WESTERN DISTRICT OF WASHINGTON		
7	AT SEATTLE		
8	NORTH CASCADES CONSERVATION		
9	COUNCIL, a nonprofit		
10	Washington corporation,		
11	Plaintiff,		
12	v.		
13	MANUEL LUJAN, Secretary of the		
14	United States Department of the		
15	Interior, <u>et al.</u> ,		
16	Defendants.		
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CIV. No. C-89-1342D
 CONSENT DECREE
 FILED
 LODGED
 ENTERED 4/24/91
 RECEIVED
 APR 22 1991
 AT SEATTLE
 CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 BY

The parties, plaintiff North Cascades Conservation Council, and the defendants, Manuel Lujan, Secretary of the United States Department of the Interior, James M. Ridenour, Director of the United States National Park Service, Charles H. Odegaard, Regional Director of the United States National Park Service, Pacific Northwest Region, and John R. Earnst, Superintendent of the North Cascades National Park Complex ("defendants"), having conferred with counsel and desiring to resolve this dispute between the parties without the intervention of the court, and in consideration of mutual promises, hereby stipulate and agree to undertake the actions set forth below.

CONSENT DECREE 1 ORIGINAL 31



1 suitability of the river for wild and scenic designation subject
2 to available funding. NPS review will be completed within one
3 year of the issuance of the Final EIS.

4 B. Environmental Learning Center: NPS planning for
5 this facility will undergo a separate NEPA review process and
6 will not be analyzed in the LCNRA EIS.

7 C. Fish Stocking NEPA Review: NPS will conduct a
8 NEPA review of the fish-stocking of naturally fish-free lakes
9 within NCNP upon the completion of on-going research; the review
10 will not be initially included in the LCNRA EIS, and may be
11 subject to either separate NEPA compliance or by tiering from
12 the LCNRA EIS. This review shall also evaluate management
13 measures to protect all natural stocks (such as gear
14 restrictions, size and catch limits, or "catch and release"
15 requirements).

16 D. Protection of Wetlands: NPS shall prohibit
17 development, including placement of rip-rap and road fill and
18 construction of structures, on federally owned wetlands within
19 LCNRA. Where rip-rap is absolutely necessary and the only
20 viable alternative for the protection of life or structures,
21 however, it may be employed along stream courses such as the
22 Stehekin River. Such necessary placement of rip-rap along
23 stream courses will occur only when appropriate permits have
24 been obtained from the United States Army Corps of Engineers,
25 and shall avoid "wetlands," defined under Section 404 of the
26 Corps' regulations as a marsh, swamp, or bog, wherever possible.

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28
CONSENT DECREE

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APPENDIXES/BIBLIOGRAPHY/GLOSSARY/INDEX


1 E. Additional Studies: NPS will continue to conduct
2 natural and cultural resource studies as necessary to manage the
3 LCNRA subject to available funding.

4 F. Limitation on Rip-Rapping: NPS will cease using
5 rip-rapping along the Stehekin River except when necessary along
6 with other emergency actions to protect life or structures, but
7 even in these instances, such emergency actions will not be
8 accomplished, if possible, in a long-term and irreversible
9 fashion.

10 G. Attorneys' Fees Awarded to Plaintiff: The parties
11 bound by this Decree agree that plaintiff is entitled, pursuant
12 to 28 U.S.C. § 2412(d), to an award of reasonable and
13 appropriate litigation expenses incurred by plaintiff in the
14 amount of \$39,170.30. This represents \$38,000.00 in attorneys'
15 fees and \$1170.30 in litigation costs.

16 Respectfully submitted this 10th day of
17 April, 1991.

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CONSENT DECREE

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12 ORDER

13 INASMUCH as the parties have consented to entry of the
14 foregoing Consent Decree and requested this Court's approval and
15 entry thereof; and

16 INASMUCH as good cause appears therefor,

17 THIS CONSENT DECREE IS HEREBY APPROVED AND ENTERED.

18 IT IS SO ORDERED.

19 DATED: 4-22-91

20 *Carolyn R. Hume*
21 UNITED STATES DISTRICT JUDGE

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CONSENT DECREE

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