



Mille Lacs Band of Ojibwe Indians

Executive Branch of Tribal Government

Office of the Chief Executive

Via E-mail

August 12, 2024

To: Kelly Applegate, Commissioner of Natural Resources

Re: FY 2024 Registration Station Services Subcontract with the Great Lakes Indian Fish and Wildlife Commission

Dear Commissioner Applegate:

Aaniin. My office is in receipt of the enclosed subcontract between the Band and GLIFWC. Although I would like to execute the subcontract, I am concerned that the Band Assembly may need to ratify the agreement in accordance 3 MLBS § 3(f). Arguably, the subcontract may also need to be reviewed by the Office of the Solicitor General. Please consult with each of these entities prior to returning the subcontract for my signature.

Miigwech,

A handwritten signature in blue ink, appearing to read "Virgil Wind", written over a horizontal line.

Virgil Wind
Chief Executive

CC:

Maria Costello, Assistant Commissioner of Administration
Caleb Dogeagle, Solicitor General

Enclosure:

1. FY 2024 Registration Station Services Subcontract between Great Lake Indian Fish and Wildlife Commission and the Mille Lacs Band of Chippewa Indians

GREAT LAKES INDIAN FISH & WILDLIFE COMMISSION

P.O. Box 9 • Odanah, WI 54861 • 715-682-6619 • FAX 715-682-9294

www.glifwc.org

• MEMBER TRIBES •

MICHIGAN

Bay Mills Community
Keweenaw Bay Community
Lac Vieux Desert Band

WISCONSIN

Bad River Band
Lac Courte Oreilles Band
Lac du Flambeau Band

Red Cliff Band
St. Croix Chippewa
Sokaogon Chippewa

MINNESOTA

Fond du Lac Band
Mille Lacs Band



FY 2024 REGISTRATION STATION SERVICES SUBCONTRACT

between the

GREAT LAKES INDIAN FISH AND WILDLIFE COMMISSION

and the

MILLE LACS BAND OF CHIPPEWA INDIANS

This Subcontract entered into this 25th day of January, 2024, by and between the Great Lakes Indian Fish and Wildlife Commission, hereinafter called the Commission, and the MILLE LACS BAND OF CHIPPEWA INDIANS, hereinafter called the Tribe, shall establish the conditions and material obligations of the parties hereto, under which the Tribe shall maintain a permit and registration station and perform permit and registration functions relating to off-reservation treaty harvest as required by the Commission's Public Law 93-638 Contract with the Bureau of Indian Affairs.

I. SCOPE OF WORK

A. The Tribe shall:

1. Establish a tribal permit and registration station and, except as provided below, provide the personnel, supplies and equipment necessary to carry out the work required by this Subcontract. The personnel at the station shall:
 - a) Issue harvesting permits and carcass tags as appropriate.
 - b) Register deer, bear and furbearers harvested off-reservation as required by tribal ordinance in the manner required by Commission biologists. Assist with the collection of biological samples in the manner required by Commission biologists.
 - c) Attend the Commission's scheduled trainings for permit issuance procedures and web-based licensing applications in order to be granted access to licensing applications. The Commission will provide training as needed for new staff. Staff who are not current with scheduled trainings will have 4 weeks to comply with this requirement before they lose access to the Commission's licensing applications.
 - (1) Staff must follow data protection practices outlined at the training sessions including but not limited to:
 - (a) Each Registration Station staff member will establish and maintain their own individual account within the Commission's web-based licensing applications and may not allow any other person to access the system with their login information.
 - (b) Staff may not login to the Commission's web-based licensing applications with a personally-owned device under any circumstances.
 - (c) Each Registration staff member must maintain a unique password that contains at least one lower case letter, one upper case letter, and one symbol or number and this password must be changed at least every 90 days. Passwords may not be reused.
 - (2) Violation of any provision found in this section may result in the expulsion of the Registration Staff member found to be in violation from the Commission's web-based licensing applications and repeated or gross violations of this section may constitute grounds for termination of this subcontract between GLIFWC and the Tribe.
 - d) Accurately collect permit and harvest information as required by tribal ordinance in the manner required by Commission biologists.

- e) Allow the inspection of permit and registration records by authorized law enforcement officers.
- f) Provide information on and refer possible violations of tribal conservation codes to authorized law enforcement officers.
- g) Keep confidential any law enforcement information of which they directly or indirectly become aware of within the performance of their duties. This includes, but is not limited to, information regarding potential violations of any applicable law, law enforcement strategies or tactics, or information the disclosure of which would violate the privacy rights of any individual. Disclosure of information to authorized law enforcement officers or to authorized tribal or Commission staff is not a violation of the confidentiality requirement.
- h) Night Hunting: Registration clerks must be prepared (trained with appropriate facilities) to accept night hunting shoot plans and to transmit those to GLIFWC for determination of hunter density in accordance with tribal conservation codes. Clerks must receive confirmation from GLIFWC as to the suitability of the shoot plan location prior to issuing night hunting permits. Clerks must assure that each hunter who asks for a night hunt permit is properly certified and has submitted an approved night hunt shoot plan prior to that permit being issued.

B. The Commission shall:

1. Purchase on behalf of and provide the Tribe with the following supplies to perform the required work: carcass/registration tags and regulation booklets.
2. Provide training to the tribal personnel who will be performing the required work.
3. Prescribe the procedures necessary to carry out the required work.
4. Prepare reports on the annual off-reservation tribal harvest in accordance with the requirements of the Commission's P.L. 93-638 Contract with the Bureau of Indian Affairs.
5. Provide such technical assistance as is necessary and appropriate to ensure the Tribe's compliance with this subcontract.

II. PERIOD OF PERFORMANCE.

- A. The period of performance of this Subcontract shall be from January 1, 2024 through December 31, 2024.

III. BUDGET, SUBCONTRACT ADMINISTRATION AND OTHER REQUIREMENTS.

- A. The Subcontract budget shall be **\$58,445.00** (\$53,445—FY 2024 funding; \$5,000—FY 2020 carry-over). The allocation of this amount is attached hereto and incorporated herein by reference as if fully set forth in its entirety. The Tribe may modify this budget within this amount from time to time upon notification to the Commission.
1. **NOTE: It is understood that the final amount of this subcontract will be adjusted automatically and proportionately with the Registration Station Services Subcontracts of other Commission member Tribes once the Commission's final funding amount is provided by the BIA's Advice of Allotment. The Commission will notify the Tribe in writing of the subcontract's final amount if different than stated above.**
 2. **It is also understood that this subcontract is not considered to be a subrecipient award.**
- B. Incorporation of BIA RPI Contract Requirements: All terms, conditions, and requirements of the Commission's P.L. 93-638 Contract with the Bureau of Indian Affairs are hereby incorporated by reference herein as if fully set forth in their entirety, and this subcontract shall be administered in accordance with those terms, conditions, and requirements. (Contract Sections regarding Vehicle Operation, Seatbelt Use Requirement, and No Texting While Driving Policy are attached.)
- C. The Tribe shall submit reimbursement requests for allowable expenditures to the Commission on a quarterly basis, and is required to submit a final reimbursement request for allowable expenditures no later than 90 days after the subcontract ending date. The requests shall include timesheets, invoices or other proper documentation to support items to be paid with funds provided by this Subcontract.
- D. The Commission shall reimburse the Tribe upon receipt of properly documented invoices for its costs and expenses incurred pursuant to this Subcontract in accordance with and not more than the Subcontract budget provided above.
- E. Any and all equipment or supplies provided by the Commission to the Tribe under this Subcontract shall remain the property of the Commission and shall be used exclusively for performing the required work and for no other purpose.
- F. The Tribe is an independent contractor for all purposes and no employee of the Tribe shall be deemed an employee or agent of the Commission.
1. Each party to this Subcontract shall be responsible for its own acts and the results thereof, and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, shall indemnify and hold the other harmless for any loss or damage resulting from its intentional acts or negligence, or from the intentional acts or negligence of its agents or employees.

IV. TERMINATION

- A. This Subcontract shall be automatically terminated if the Commission's P.L. 93-638 Contract with the Bureau of Indian Affairs is for any reason terminated or if funding for this Subcontract is for any reason withdrawn or made unavailable by any agency of the United States Government.
- B. This Subcontract may be terminated for cause by either party upon notice to the other party, or without cause upon 30 days written notice to the other party.
- C. In the event of termination, the Commission and the Tribe shall determine the amount, if any, which is due the Tribe for work already performed and the Commission shall reimburse the Tribe accordingly if appropriated funds remain available from the United States Government, and the Tribe shall return all equipment and supplies provided by the Commission and shall turn over to the Commission all other items and materials required by this Subcontract.

V. DESIGNATED REPRESENTATIVES


- A. The parties designate the following individuals to act as their representatives under this Subcontract:

<u>Commission:</u>	<u>Tribe:</u>
Miles Falck	Name _____
Wildlife Section Leader	Title _____
and	
Adam McGeshick	Address _____
Chief Warden	_____
P. O. Box 9	Telephone _____
Odanah, WI 54861	Email _____
(715) 682-6619	

IN WITNESS WHEREOF, the parties have executed this document effective as of the date first written above.

**GREAT LAKES INDIAN FISH
AND WILDLIFE COMMISSION**

MILLE LACS BAND OF CHIPPEWA INDIANS

BY: 
 Jason Schlender
 Manidoo Noodin
 Executive Administrator

BY: _____
 Virgil Wind
 Chief Executive Officer