

GREAT LAKES INDIAN FISH & WILDLIFE COMMISSION

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



• 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

MINNESOTA

Fond du Lac Band
Mille Lacs Band

Red Cliff Band
St. Croix Chippewa
Sokaogon Chippewa

Tribal Timber Harvest Framework Agreement

Tribal members may harvest live standing trees above the specified small scale limit of five (5) while possessing a valid large scale gathering permit otherwise known as a site management plan. These plans may be established by GLIFWC and the tribal conservation department in consultation with the property manager where the harvest activity will take place.

For assistance in developing a site management plan, please contact Alexandra Wrobel at 715-682-6619 or awrobel@glifwc.org

The following will detail the Timber Harvest Framework Process. Please allow for a reasonable amount of time for the planning phase.

APPENDIX C

TRIBAL TIMBER HARVEST FRAMEWORK AGREEMENT

This Tribal Timber Harvest Framework Agreement [hereafter Timber Harvest Framework] is entered into as part of the parties' ratification of the *Memorandum of Understanding Regarding the Recognition and Implementation of Tribal Ceded Territory Rights Guaranteed by the Treaties of 1836, 1837, and 1842* [hereafter MOU]. Specifically, the Timber Harvest Framework implements the MOU's provisions regarding Natural Resource Harvest Management outlined in MOU Section VI.C. It is through the implementation of the Timber Harvest Framework that the Forest Service exercises its authority pursuant to 16 U.S.C. 477; 25 U.S.C. 3055; and the treaties between the United States and GLIFWC's member Ojibwe Tribes, specifically the Treaty of 1836, 7 Stat 491, the Treaty of 1837, 7 Stat. 536, and the Treaty of 1842, 7 Stat. 591.

1. **Parties.** The entities that may be parties to the Timber Harvest Framework are the same as those that may be parties to the MOU, as set forth in MOU Section II.
2. **Incorporation of MOU's Provisions.** The MOU, as may be amended from time to time, is specifically incorporated by reference into the Timber Harvest Framework as if set forth in its entirety. The Timber Harvest Framework shall be construed consistent with the purposes and provisions of the MOU, and, except as otherwise specifically provided herein, terms in the Timber Harvest Framework shall have the same definition as provided in the MOU:
 - a. For the purpose of this Timber Harvest Framework, timber shall be defined as any "tree" as defined in the attached Model Code, that is not a "lodgpole" or "firewood" as defined in the attached Model Code.
3. **Scope and Purposes of the Timber Harvest Framework.** The Timber Harvest Framework pertains to the Natural Resource Harvest Management principles regarding the Tribes' exercise of their treaty-reserved ceded territory rights. Its primary purposes are to:
 - a. Facilitate the exercise of the Tribes' self-regulatory authority over the exercise of those rights through the implementation of a timber harvest management system; and
 - b. To detail the process pertaining to the Tribes' implementation of the harvest of timber and salvage timber for domestic and non-commercial traditional and cultural purposes.
4. **Timber Harvest Conditions.** The Parties acknowledge the following conditions to the

MOU Appendix C

Timber Harvest Framework:

- a. Timber and salvage timber harvested pursuant to the Timber Harvest Framework may not be used for commercial purposes.
- b. The harvesting of timber and salvage timber pursuant to the Timber Harvest Framework must comply with relevant land management plans, the National Environmental Policy act, and all other applicable laws and regulations.
- c. The harvesting of timber and salvage timber pursuant to the Timber Harvest Framework shall be in compliance with 36 C.F.R. 223.8.
- d. The harvesting of timber and salvage timber pursuant to the Timber Harvest Framework may be conditioned or denied for reasons including:
 - i. Protecting public health and safety,
 - ii. Preventing interference with Forest Service and/or tribal activities,
 - iii. Complying with federal, tribal, and state laws and regulations,
 - iv. Ensuring the sustainability of a forest product or tribal sensitive species,
 - v. Otherwise protecting ceded territory land and resources.

5. Timber Harvest Framework Principles. The parties agree to the implementation of the following Timber Harvest Framework:

- a. A tribe initiating a request for the harvest of timber or salvage timber for domestic or non-commercial traditional and cultural purposes shall inform the Voigt Intertribal Task Force [hereafter VITF] of such intent for the purpose of conducting intertribal coordination.
- b. Once the VITF has conducted the proper intertribal coordination, the Commission shall send a letter to the tribe of such intent, thereby notifying it whether there is an intertribal conflict with the request.
- c. If the VITF determines that there is no intertribal conflict with a request, the Commission staff shall notify the Forest Service that the VITF has conducted intertribal coordination pertaining to the tribe's initial intent to harvest timber or salvage timber for domestic or non-commercial traditional and cultural purposes and that there is no intertribal conflict pertaining to the request. Thereby, the notification shall include a request to consult on the tribe's initial desire to make a request for the harvest of timber or salvage timber for domestic or non-commercial traditional and cultural purposes.

MOU Appendix C

- d. The Commission, in consultation with the tribe, shall set up a meeting with the Forest Service, the Tribe and the Commission to discuss the specifics of the potential formal request, which shall include the following:
- 1) Potential locations where the Tribe may desire to harvest;
 - 2) Approximate number of trees the Tribe desires to harvest;
 - 3) The species and size of timber the Tribe desires to harvest;
 - 4) The approximate year and season when the Tribe desires to harvest;
 - 5) The purpose for which the timber or salvage timber will be put:
 - i) For domestic purposes, as this term is defined in the attached Model Code.
 - ii) For non-commercial traditional and cultural purposes, as this term is defined in the attached Model Code.
- e. The Forest Service, the Tribe, and the Commission shall set up a site evaluation(s) to determine the feasibility of the proposed harvest location(s). Proposed harvest locations shall be agreed to by consensus of all parties.
- f. The Tribe shall submit a formal “Letter of Request of the Tribe for Timber Harvest Purposes” to the District Ranger. The letter of request shall include:
- 1) The location of harvest;
 - 2) The approximate number of trees to be harvested;
 - 3) The species and size of timber to be harvest;
 - 4) The approximate year and season the timber shall be harvested; and
 - 5) The purpose for which the timber or salvage timber will be put:
 - i) For domestic purposes, as this term is defined in the attached Model Code.
 - ii) For non-commercial traditional and cultural purposes, as this term is defined in the attached Model Code.

The Tribe shall provide a courtesy copy (cc) of this letter of request to the Forest Supervisor, the Tribal Liaison for the Chequamegon-Nicolet, Hiawatha and Ottawa National Forests, the VITF, and Commission staff.

MOU Appendix C

- g. The Forest Service in consultation with the Tribe and the Commission shall develop an area of operation map.
 - h. The Forest Service in consultation with the Tribe and the Commission shall develop the necessary decision and analysis documents, including those required by the National Forest Management Act and the National Environmental Policy Act. If either the Tribe or the Commission has the capacity, they may exercise the option to jointly develop the necessary decision and analysis documents for the requested site location.
 - i. The Commission, the Tribe and the Forest Service shall develop the specific provisions of the “Operating Plan”.
 - j. The Tribe shall issue a tribal permit to the “member” or “tribal entity” as defined in the attached Model Code.
 - k. The Tribe in consultation with the Commission and the Forest Service shall conduct the necessary monitoring and evaluation of the timber harvest operation.
 - l. The Tribe in consultation with the Commission shall provide the Forest Service with a final notification that the filed operations on the timber harvest operation are complete.
 - m. The Tribe in consultation with the Commission shall provide the Forest Service with a final briefing (success story) on the results of the timber harvest request.
5. **Agreement Effective Date/Termination.** The Timber Harvest Framework shall take effect when at least one Tribe, and the Forest Service’s Eastern Region have properly ratified it in accordance with their respective governmental procedures. The Timber Harvest Framework shall be binding as to and between those entities that ratify it upon notice to the other parties of their ratification as provided in MOU Section IX. The Timber Harvest Framework shall automatically terminate at such time when the requisite combination of parties to make it effective no longer exists, or when the MOU terminates.
6. **Dispute Resolution.** The parties agree that any controversies, disputes, differences or misunderstandings arising out of the Timber Harvest Framework shall be addressed as disputes under the MOU and handled in accordance with the MOU’s provisions.
7. **Amendment of Agreement.** The parties agree that amendments to the Timber Harvest Framework shall be addressed in accordance with the provisions of MOU Section VI.F.
8. **Required Notices/Parties’ Designated Representatives.** The parties agree that the provisions of MOU Section IX shall apply to Notices of Ratification of and Withdrawal from the Timber Harvest Framework and to the parties’ designation of representatives regarding the Timber Harvest Framework.

MOU Appendix C