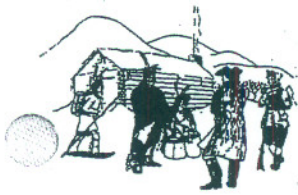


**Oneida Tribe of Indians of Wisconsin
BUSINESS COMMITTEE**



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.



UGWA DEMOLUM YATEHE
Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

**P.O. Box 365 • Oneida, WI 54155
Telephone: 920-869-4364 • Fax: 920-869-4040**

RESOLUTION # 8-16-06-Y

- WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government, a Treaty Tribe recognized by the laws of the United States, and a Self-Governance Tribe with the Department of the Interior's Bureau of Indian Affairs and with the Department of Health and Human Service's Indian Health Service; and
- WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS, the Oneida Business Committee has been delegated authority under Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS, it is the mission of the Oneida Nation of Wisconsin to protect and improve the resources, the standards of living, and the environment in which the Oneida people live while maintaining, enforcing, and exercising the sovereign rights of the Oneida Nation; and
- WHEREAS, the Oneida Business Committee has determined that entering into a Self-Governance Compact and Annual Funding Agreement with the U.S. Government's Department of the Interior pursuant to P.L. 93-638, as amended, supports and enhances the Oneida Nation's sovereignty.

NOW, THEREFORE, BE IT RESOLVED: that the Oneida Tribe of Indians of Wisconsin approves the Reprogramming Request and annual Funding Agreement (FA) negotiated with the Department of the Interior's Bureau of Indian Affairs for Calendar Year 2007 and the Memorandum of Understanding (MOU) negotiated with the Department of the Interior's Office of the Special Trustee (OST) and authorizes the Treasurer to sign the Reprogramming Request as negotiated and authorizes the Chairman to sign the Funding Agreement and MOU as negotiated.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of nine (9) members of whom five (5) members constituting a quorum. 7 were present at the meeting duly called, noticed, and held on the 16 day of August, 2006; that the foregoing resolution was duly adopted at such meeting by a vote of 6 members for; 0 members against; 0 members not voting; and that said resolution has not been rescinded or amended in any way.

A handwritten signature in cursive script that reads "Patricia Hoeft".

Patricia Hoeft, Secretary
Oneida Business Committee

ANNUAL FUNDING AGREEMENT FOR CY 2007
BETWEEN THE ONEIDA TRIBE OF INDIANS OF WISCONSIN
AND
THE UNITED STATES OF AMERICA

Section 1

Negotiated Agreement - Pursuant to Title IV of P.L. 93-638, as amended, the Oneida Tribe of Indians of Wisconsin (herein referred to as Tribe), and the United States of America, through the Secretary of the Interior (herein referred to as the Secretary), have negotiated the following agreement for the assumption of responsibilities by the Tribe for the various programs, services, functions, and activities as specified in this document. This Agreement includes programs which are funded through or flow through the Bureau of Indian Affairs (herein referred to as BIA) for the benefit of the Tribe.

Section 2

Programs, Services, Functions and Activities Assumed By the Tribe - The Tribe agrees to assume responsibility for the implementation of the programs identified in the attached REPROGRAMMING REQUEST for which funds have been transferred to the Tribe. The Tribe's Budget Categories listed below specify the programs for which program responsibilities have been assumed. The Tribe has broad authority to consolidate and redesign the programs and to reallocate funding between programs without further approval from the Secretary unless otherwise indicated in this Agreement.

- A. Education and Job Training
 - 1. Higher Education Scholarships
 - 2. Direct Employment
 - 3. Adult Vocational Training

- B. Social Services
 - 1. Indian Child Welfare
 - 2. Services to Children, Elderly, & Families
 - 3. Welfare Services

- C. Conservation & Natural Resources
 - 1. Forestry
 - 2. Wildlife & Parks

D. Economic & Community Development

1. Economic Development
2. Housing Improvement Program
3. Road Maintenance
4. Community Fire Protection
5. Agriculture
6. Real Estate Services

E. Environmental Services

1. Environmental Quality Services
2. Safety Management

F. Government and Administration

1. Administrative Direction
2. Rights Protection
3. Aid to Tribal Government
4. Law Enforcement
5. Facilities Management

Section 3

Special Project or Earmarked Programs, Services, Functions and Activities - The Tribe is not authorized to redesign or to reallocate any of the funds for programs, services, functions or activities which are subject to special restriction imposed by the appropriations act or which were awarded to the Tribe based on a competition or a special identified need. The following programs which meet this criteria are included in this Agreement:

Tribal Management/Development Program
Law Enforcement
Forest Development
Forest Inventories/Plans
Water Management, Planning and Pre-Development
Litigation Support
Unresolved Rights Issues
Environmental Management
Welfare Assistance
Housing Improvement Program
Real Estate Services

Section 4

Programs, Services, Functions or Activities Retained By the Bureau of Indian Affairs - Any program, service, function or activity not listed as transferred to the Tribe shall be assumed to be retained by the Secretary. In addition, the services related to functions which have been determined to be Federal residual functions will be available to self-governance tribes on the same basis as other tribes. In cases where there are shared responsibilities between the Tribe and the BIA, the respective roles of the parties will be specified in the footnotes to the REPROGRAMMING REQUEST.

Section 5

Amount of funds - Subject only to Congressional action and the terms of this Agreement, the Secretary shall make available to the Tribe the total amount of funds negotiated as they are identified in the attached REPROGRAMMING REQUEST for calendar year 2007.

Section 6

Contract Support - The Tribe is eligible for contract support funding on the same basis as tribes which contract with the BIA under P.L. 93-638. An amount shall be added to this Agreement at the point when there is clear guidance from the BIA concerning the amount available.

Section 7

Payment - Payment to the Tribe shall be made by the most advantageous means available. The Tribe chooses to receive all funding possible on an annual lump sum basis. Other funds will be transferred to the Tribe as soon as possible after the amounts due are known and deliverable.

Section 8

Amendment or Modification of this Agreement - Except as otherwise provided in this Agreement, the Compact or by law, any modifications to this Agreement shall be in the form of a written amendment signed by the Tribe and the Secretary. It is recognized that during negotiations there may be errors in calculations or other mistakes regarding tribal funding amounts which may need to be renegotiated. Both parties mutually agree to take appropriate action to correct such errors as soon as they are identified.

Section 9

No Reduction in Programs, Services, or Function to Other Tribes - Pursuant to Section 406 (a) of P.L. 103-413, as amended, nothing in this Agreement is permitted to diminish any funding or services to other tribes.

Section 10

Subject to Availability of Funds - All amounts identified in this Agreement are subject to Congressional action on appropriations and will be adjusted accordingly. Notification to the Tribe of such adjustments will occur as soon as practicable following the action.

Section 11

Establishment of Self-Governance Base Budget - The Tribe elects to establish and maintain a self-governance base budget for its operations under self-governance. This consists of the actual amounts of recurring funding which has been base transferred from BIA budget accounts to the Self-Governance budget accounts. Wherever possible, the Secretary agrees to request these amounts for the Tribe in the President's Budget for the coming year. Non-recurring funds and any other one-time funding are not eligible to be included as part of the Tribe's base .

Section 12

Title I Provisions - The Tribe chooses to include the following provisions from Title I of P.L. 93-638 in accordance with P.L. 104-109:

- A. Section 105(a)(1). "Notwithstanding any other provision of law, subject to paragraph (3), the contracts and cooperative agreements entered into with tribal organizations pursuant to section 102 shall not be subject to Federal contracting or cooperative agreement laws (including any regulations), except to the extent that such laws expressly apply to Indian tribes."
- B. Section 105(k). "For purposes of section 201(a) of the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 481(a)) (relating to Federal sources of supply including lodging providers, airlines and other transportation providers), a tribal organization carrying out a contract, grant, or cooperative agreement under this Act shall be deemed an executive agency when carrying out such contract, grant, or cooperative agreement and the employees of the tribal organization shall be eligible to have access to such sources of supply on the same basis as employees of an executive agency have such access."
- C. Section 106(m). "The program income earned by a tribal organization in the course of carrying out a self-determination contract -- (1) shall be used by the tribal organization to further the general purposes of the contract; and (2) shall not be a basis for reducing the amount of funds otherwise obligated to the contract."
- D. Section 106(n). "To the extent that programs, functions, services, or activities carried out by tribal organizations pursuant to contracts entered into under this Act reduce the administrative or other responsibilities of the Secretary with respect to the operation of Indian programs and result in savings that have not otherwise been included in the amount of contract funds determined under subsection (a), the Secretary shall make such savings available for the provision of additional

services to program beneficiaries, either directly or through contractors, in a manner equitable to both direct and contracted programs."

- E. Section 111. "Nothing in this Act shall be construed as -- (1) affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by an Indian tribe; or (2) authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Indian people."

Section 13

Conflict Between Provisions of this Agreement and the Compact - To the extent that provisions in this Funding Agreement conflict with the Compact, the Funding Agreement shall prevail.

Section 14

Trust Programs - Prior to being granted access to DOI automated trust information technology systems format, Tribal employees must successfully complete BIA trust automated technology systems training, the costs of which will be met by the BIA. Further, prior to being granted access to DOI automated information technology systems and DOI trust records in any electronic data or hardcopy format, the Tribe agrees its employees and employees of its contractors must be favorably screened and a final favorable suitability determination issued by the BIA Personnel and Physical Security Office pursuant to OMB Circular No. A-130 and DM 441. The Tribe agrees to imply if background investigation and adjudication becomes necessary. In addition, pursuant to Homeland Security Presidential Directive 12 (HSPD-12), Tribal employees and employees of their contractors must also successfully go through a Personal Identity Verification process prior to being granted access to DOI automated information technology systems. Costs will be incurred by the BIA or OST.

Section 15

Trust Records Management - The Tribe and the Secretary agree to the following:
The Tribe agrees to:

- (A) Preserve, protect and manage all fiduciary trust records created and/or maintained by the Tribe during their management of trust programs in their Title IV agreements. (A fiduciary trust record is any document that reflects the existence of an Indian trust asset and was used in the management of an Indian trust asset. An Indian trust asset refers to lands, natural resources, monies or other assets held in trust at a particular time by the Federal Government for a Tribe, Alaska natives or that are or were at a particular time restricted against alienation, for individual Indians. Management includes actions that influence, affect, govern, or control an Indian trust asset. The following are examples not considered to be fiduciary trust

records: general administrative, personnel or travel records; education records; law enforcement records; health records; law making unrelated to Indian trust assets; tribal council resolutions and laws unrelated to Indian trust assets; and tribal elections.)

- B. Make available to the Secretary all fiduciary trust records maintained by the Tribe, provided that the Secretary gives reasonable oral or written advance request to the Tribe. Access shall include visual inspection and at the expense of the Secretary the production of copies (as agreed upon between the parties) and shall not include the involuntary removal of the records without Tribal approval; and
- C. Store and permanently retain all inactive fiduciary trust records at the Tribe or allow such records to be removed and stored at the American Indian Records Repository (AIRR) in Lenexa, Kansas at no cost to the Tribe.

The Secretary agrees to:

- A. Allow the Tribe to determine what records it maintains to implement the trust program assumed under its Title IV agreement except that the Tribe must create and maintain the information required by statute and regulation. No additional record keeping requirements are required by this agreement;
- B. Store all inactive fiduciary trust records at AIRR at no cost to the Tribe when the Tribe no longer wishes to keep the records. Further, the Tribe will retain legal custody and determine access to these records and such records shall not be treated as Federal records for purposes of Chapter 5 of Title 5 of the United States Code unless expressly agreed to by the Tribe;
- C. Create and manage a tribal storage and retrieval system for fiduciary trust records stored at AIRR (No records will be accepted at AIRR until such a retrieval system exists); and
- D. Provide filing equipment and technical and financial assistance for the Tribe in preserving, protecting and managing its fiduciary trust records from available funds appropriated for this purpose.

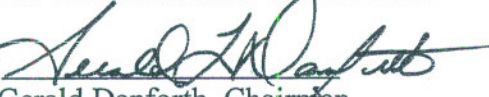
Section 16

Reporting - The Tribe agrees to provide applicable data and information to the BIA's Midwest Regional Office pursuant to the Government Performance and Results Act of 1993 (P.L. 103-62). Before providing such information, the Tribe will work with the Midwest Regional Office GPRA Coordinator to determine applicable data and information needed to meet the requirements pursuant to the Act.

Section 17

Effective Date - The effective date of this Agreement will be 90 days following the submission of the signed Agreement to the Congress and to the other tribes served by the BIA Agency Office. The planned effective date is January 1, 2007. Terms of the Agreement and funding amounts will remain in effect unless changed by Congressional action, the promulgation of Federal regulations, or an FA amendment. This Agreement will remain in effect in the event that the effective date of its successor FA is not on or before the expiration date of this FA.

Oneida Tribe of Indians of Wisconsin

BY: 
Gerald Danforth, Chairman
Oneida Business Committee

DATE: 8/16/06

UNITED STATES OF AMERICA

BY: _____
Deputy Assistant Secretary,
Policy and Economic Development
U.S. Department of the Interior

DATE: _____

Office of Self Governance
 Self Governance 2007 Annual Funding Agreement - Reprogramming Request

August 1 20
 Page: 1

Tribes: ONEIDA TRIBE OF WISCONSIN
 Tribal OSG Compact Code: OSGT433
 Tribal BIA Org. Code: F55433
 BIA Regional Office: MIDWEST REGION
 BIA Field Office: GREAT LAKES AGENCY

LINE #	PROGRAM TITLE	COST CODE	(Info) TRIBAL SHARE	A OSG CUM. BASE	B OSG SHORTFALL BASE	C OSG SHORTFALL REQUEST	D BIA REPROGRAM REQUEST	E=A+B+C+D TOTAL AFA	FN
5	Other Aid to Tribal Government - TPA/AGENCY	39220	0	13,560	0	0	0	13,560	
10	Self-Governance Compacts - TPA/TRIBAL	39240	0	-184,881	0	0	0	-184,881	
12	Contract Support (Ongoing) - TPA/AREA	39270	0	0	0	0	0	0	1
19	All Other Aid to Tribal Government - NON TPA	36420	0	7,032	2,344	0	0	9,376	
20	TPA General Increase - TPA/TRIBAL	39901	0	125,695	0	0	0	125,695	
21	638 Pay Costs - TPA/TRIBAL	39902	0	98,480	0	0	0	98,480	
22	Retirement Adjustment - TPA/TRIBAL	39903	0	600	0	0	0	600	
26	Social Services - TPA/AREA	39310	0	6,966	0	0	0	6,966	
27	Welfare Assistance Grants - TPA/TRIBAL	39330	0	0	0	0	0	0	3
28	Indian Child Welfare Act - TPA/TRIBAL	39320	0	75,000	0	0	0	75,000	
31	Housing Improvement Program - TPA/TRIBAL	39370	0	78,700	0	0	0	78,700	2
35	Social Services - NON TPA	36510	0	4,921	0	0	0	4,921	
36	Housing Development - NON TPA	36530	0	16,943	0	0	0	16,943	
48	Tribal Management and Development - NON TPA	31970	0	59,745	0	0	0	59,745	6
51	Agriculture - TPA/TRIBAL	39610	0	3,500	0	0	0	3,500	
56	Forestry - TPA/AGENCY	39630	0	2,663	0	0	0	2,663	
58	Forestry - NON TPA	33900	0	0	0	0	0	0	
62	Water Mgmt. Planning & Pre-Develop - NON TPA	34020	0	0	0	0	0	0	6
67	Fish Hatchery Operations - NON TPA	31950	0	0	0	0	0	0	6
68	Fish Hatchery Maintenance - NON TPA	31960	0	0	0	0	0	0	6
75	Agriculture - NON TPA	36820	0	958	0	0	0	958	
76	Forestry - NON TPA	36830	0	3,985	0	0	0	3,985	6
77	Forest Marketing Assistance - NON TPA	36831	0	61	0	0	0	61	
79	Wildlife and Parks - NON TPA	36850	0	1,370	0	0	0	1,370	
88	Real Estate Services - TPA/AGENCY	39770	0	37,280	0	0	0	37,280	7
96	Environmental Management - NON TPA	34730	0	0	0	0	0	0	6
97	Environmental Quality Services - NON TPA	36970	0	2,226	0	0	0	2,226	
108	Other Rights Protection - TPA/AGENCY	39720	0	3,353	0	0	0	3,353	
111	Litigation Support - NON TPA	34410	0	0	0	0	0	0	6
113	All Other Indian Rights Protection - NON TPA	36920	0	1,714	0	0	0	1,714	
119	Real Estate Appraisals (Moved to O - TPA/AGENCY)	39780	0	5,516	0	0	0	5,516	8
122	Johnson-O'Malley Educational Assis - TPA/TRIBAL	39140	0	133,100	0	0	-133,100	0	
128	Scholarships - TPA/AREA	39110	0	336,100	0	0	-282,787	53,313	9
132	Area and Agency Technical Support - NON TPA	30800	0	9,384	0	0	0	9,384	
137	Law Enforcement - NON TPA	37700	0	0	0	0	0	0	
144	Community Fire Protection - TPA/TRIBAL	39430	0	12,000	0	0	0	12,000	
145	Community Fire Protection - TPA/AGENCY	39430	0	1,600	0	0	0	1,600	
150	Law Enforcement - TPA/AREA	39420	0	0	0	0	0	0	5
151	Job Placement and Training - TPA/TRIBAL	39535	0	206,000	0	0	0	206,000	

152 Job Placement and Training - TPA/AGENCY	39535	0	2,991	0	0	0	2,991
158 Road Maintenance - TPA/TRIBAL	39550	0	15,672	0	0	0	15,672
162 Economic Development - NON TPA	36710	0	2,062	3,587	0	0	5,649
164 Executive Direction - TPA/AGENCY	39810	0	10,029	0	0	0	10,029
167 Executive Direction - NON TPA	36100	0	6,646	1,794	0	0	8,440
169 Administrative Services - TPA/AGENCY	39820	0	32,470	0	0	0	32,470
176 Administrative Services - NON TPA	36200	0	39,006	13,003	0	0	52,009
177 Safety Management - NON TPA	36210	0	4,812	1,604	0	0	6,416
178 Central Office Operations - NON TPA	35000	0	45,000	0	0	0	45,000
184 Facilities Management - NON TPA	36270	0	13,476	0	0	0	13,476
TOTAL		0	1,235,735	22,332	0	-415,887	842,180

AUTHORIZED FINANCIAL OFFICERS:

Bureau of Indian Affairs - Regional Office

Tribe

Office of Self Governance

- 1 Funds will be distributed as described in the BIAs Contract Support Policy.
- 2 Funds will be distributed based on HIP eligible applicant data and shall be used in accordance with HIP regulations unless waived.
- 3 Total funds will be distributed based upon estimated welfare assistance need as reflected in the current mid-year Analysis of Funds Report.
- 4 BIA Road Maintenance funds that the Tribe is eligible to receive are to be included in the Tribes Funding Agreement for CY 2007. The amount shown is an estimate. A relative needs formula will be used to determine the actual amount. The distribution will be derived from the official 2006 inventory, which is based on accepted updates submitted before June 15, 2006.
- 5 Any eligible new law enforcement and corrections program funding will be determined and added to the funding agreement based on a determination by the BIA OLES.
- 6 TBD: The amount identified is the best estimate at the time of negotiation and is subject to adjustment based on actual award, selection of project or distribution methodology used by the BIA - provided SG and other tribes and BIA agencies are treated similarly.
- 7 The Tribe and the MRO will continue to cooperate in facilitating and expediting the processing of land into trust for the Tribe. Any formal agreement entered into will be attached to the FA as an amendment.
- 8 An MOU between the Tribe and the OST will be attached to the FA.
- 9 OSG will reprogram \$282,787 from the Scholarships line item to the Midwest Regional Office (MRO) on a one-time basis to pay for the Tribes share of the Fee-to-Trust Project. The MOU between the Tribe and the MRO will be attached to the FA. Any of these funds not used by the MRO for the project will be returned to the Tribe.

MEMORANDUM OF UNDERSTANDING
Between
MIDWEST FEE TO TRUST CONSORTIUM TRIBES AND THE BUREAU OF INDIAN
AFFAIRS – MIDWEST REGIONAL OFFICE

FY 2005 – FY 2007

This Memorandum of Understanding (hereinafter the "Agreement") is entered into by and between the Midwest Fee to Trust Consortium Tribes (hereinafter the "Consortium") and the Department of Interior, Bureau of Indian Affairs Midwest Regional Office, (hereinafter "MRO") (collectively referred to as "the Parties") as of the data set forth below.

This Agreement is being entered into for the purpose of setting forth, in writing, the understanding of the relationship of the Parties and facilitating the expeditious processing of fee-to-trust applications submitted by participating Consortium tribes (hereinafter the "Project"). Through funds provided by participating Tribes to supplement Bureau of Indian Affairs realty staff, the MRO will hire employees/contract staff whose sole duties and responsibilities will be processing fee-to-trust applications in a manner consistent with the terms contacted herein.

RECITALS

- A. The need for increased land base is imperative to the Tribes of Minnesota, Wisconsin, Michigan, and Iowa. Most tribes do not have sufficient land to meet current housing, community, and economic development needs and a number of Tribes have very little or no trust land at all.
- B. A number of combining factors have made it difficult for the Midwest region and Agency staff to manage the fee-to-trust acquisition needs. As a result of these factors a back log of pending applications exists and it is compounded by the increasing number of applications filed each year.
- C. The gap between fee-to-trust applications and land being accepted into trust by the Secretary of the Interior is widening.
- D. Legal authority for this MOU is at 25 U.S.C. § 123 (c), § 458 cc (b) (3) (1998) and § 450j (j) (1998), 516 DM 6, appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions; Hazardous Substances Determinations.
- E. The Midwest Regional Office shall have oversight, responsibility, and accountability for the administration of the regional and agency staff funded and supported by this agreement.

TERM AND CONDITIONS

1. Conditions Precedent/Eligibility

- a. The Tribal Resolution: Participation in the Project will not become effective until the Consortium Project Leader (as defined in Section 5) has received a signed tribal Resolution from the interested Tribe, which contains an acknowledgement of the financial contribution and/or commitment of the required TPA funds, and acknowledgment of the necessity to commit to becoming a signatory of the Agreement and to be bound by its term.
- b. The Agreement and Contribution: The tribe must sign the Agreement and complete any additional paperwork necessary to facilitate the re-programming of TP A funds, if applicable, to the Project or the tribe and MRO sign an agreement detailing outside funds being committed to the Consortium.
- c. In addition to the tribal Resolution, Tribes will submit a letter identifying the designated tribal representative and alternates for the purpose of representation at Consortium meetings. A Consortium tribe reserves the right to change the names of their individual tribal representatives at their discretion.

2. Qualifications for Participation/Minimum Financial Participation

- a. The following shall serve at the minimum criteria for participation in the Consortium:
 - i. The tribe must have the internal administrative support system necessary to process the intra-tribe portion of the fee-to-trust application.
 - ii. Tribe must be willing to work with their local or neighboring municipal governments.
 - iii. Tribe cannot submit for consideration through this Consortium any off-reservation land; the Consortium will allow submission of land contiguous to the reservation.
- b. Minimum financial participation:
 - i. The budget for the consortium will be funded by the participating tribes and divided evenly between the tribes for the first three years.
 - ii. Tribes may participate by contributing a minimum of (TBD) per fiscal year from their TPA or other funds for three consecutive years.
 - iii. After year three, if the Consortium is renewed, the Consortium shall be funded by the participating tribes on a pro-rata basis.

3. Consortium Agreement Term

- a. This Agreement shall be in effect for three years, at which time it shall be reviewed for possible extension.

- b. If this Agreement is not renewed at least six months (6) before the close of the third fiscal year of the Agreement, it will be deemed expired as of the date of the end of the third fiscal year and the terms and conditions contained herein will terminate.

4. **Consortium Employee Selection***

- a. The Parties agree that the BIA personnel for the Consortium shall be governed by the terms of the Agreement. Any conflict involving the duties and/or responsibilities of the personal shall be resolved in accordance with this Agreement and MRO personnel policies. Federal employees personnel rights are governed by Title 5 of the U.S.C.A. Statutory rights and obligations will not be superceded by this agreement.
- b. The Parties agree that additional employees in the MRO office will be necessary to achieve the goals of this Project. The specific number and job descriptions of those employees will be determined by the MRO and the Advisory Council through a mutually agreed upon process.
- c. It is agreed that the process for selecting staff for filing of the Consortium positions will follow federal personnel rules and regulations. The position descriptions, interviewing of prospective candidates, will be made by the MRO. MRO shall inform Advisory Council of selection criteria and the selected employees.

*Section not applicable if tribal or contract staff are used.

5. **Establishment of the Oversight Advisory Council**

- a. Oversight of the Project will be through a Joint tribal/MRO Advisory Council (hereinafter the "Consortium") which will be composed of the MRO Regional Director and one representative of each participating tribe. The Consortium shall meet at least twice a year.
- b. The Parties to this agreement may appoint an executive Committee for the purpose of providing more timely input to the Regional Director, which shall meet as necessary. The committee will be comprised of both tribal and federal members.
- c. A quorum of the Consortium shall be three-fourths of the participating tribes.
- d. Decision making for the Consortium shall be by unanimous vote of the attending tribes after a quorum is established.

6. **Supervision of Office**

- a. The consortium employees and consultants will report directly to the Regional Director's Office.

7. Scope of Work

- a. The Consortium Project leader will be the Consortium Lead Realty Specialist (hereinafter "LRS"). The duties of the LRS are entailed in the attached job description. In addition, the LRS will be responsible for seeing that the Consortium staff will adhere to the duties described below in this Agreement as the basis for the processing of Fee-to-Trust Applications for Consortium tribes.

8. Fee-to-Trust Activities – the employee(s) will be responsible for assuring that each request for fee-to-trust acquisition shall fulfill completely all of the administrative requirements of 25 CFR Part 151 for the request under consideration. This shall include but not be limited to:

1. Maintaining a master check list for each transition consistent with the "Midwest Regional Office – Status of all Pending Land Acquisitions" attached to this MOA as Exhibit 2.
2. Serving as liaison and maintaining communication between the Agency and the Tribal/Band on fee-to-trust issues.
3. Review and comment on any deficiencies in any current application package, and review and technical assistance in the preparation of any future applications, as requested by the Tribe/Band.
4. Assuring that adequate notification is provided to all possible units of local government with current jurisdiction over the property.
5. Review and technical assistance, where requested, of all Environmental Assessments, NEPA reports required of the tribe/Band or the BIA, and Level 1 surveys as may be required in accordance with 516 DM 6, Appendix 4, National Environmental Policy Act Revised Implementing Procedures, and 602 DM 2, Land Acquisitions; Hazardous Substances Determinations.
6. Assisting the Field Solicitor in preparation of the Preliminary Title Opinion (PTO). Such assistance may include preparing draft PTO's, assistance in acquiring a Commitment for Title Insurance, and monitoring the progress of the Solicitor's office in processing the PTO.
7. Assisting Tribes in developing responses to comments received from other units of government with jurisdiction.
8. Preparation of the letter of determination on a requested parcel.

9. Preparing the record for appeal under 25 CFR Part 2.
10. Assisting the Tribes in eliminating or migrating any of the Solicitor's objections in the PTO.
11. Assisting in the preparation of Notice under 151.12(b).
12. Preparing all documentation necessary for title examination required under 151.13.

9. **Record Keeping**

a. Accounts

1. Complete account of the Project's operations, in which each Project transaction shall be fully and accurately entered into a database under the care of the LRS.

- b. Accounting: The financial statements of the Project shall be prepared in accordance with generally accepted accounting principles and shall be appropriate and adequate for the Project's intended purpose and for carrying out the provision of this Agreement. The format of the Accounting Reports shall be that of the attached budget submitted by MRO. The fiscal year of the Project shall be October 1 through September.

- c. Records: At all times during the term of existence of the Project, the LRS shall keep or cause to keep the books of account referred to in Section (6)(a), together with:

1. A current list of contact information, which also identifies the Consortium member contribution.
2. A copy of this Agreement and any other operating documents (if any);
3. Financial statements of the Project.
4. The books and Record (including budgets) of the project as they relate to the Project's internal affairs.

- d. Status Reports: A minimum of once per quarter, the MRO-LRS shall cause to be prepared a Fee-to-Trust Consortium land into trust status report.

- e. Budget Justification should contain some, if not all, of the following:

1. Personnel-Salary-Fringe
2. Equipment, furnishing, facilities
3. Material and supplies
4. Travel
5. Sub-contracts

6. Other items of cost, television, radio, newspaper, if necessary
7. Printing costs
8. Other real and personal property

10. **Freedom of Information Act (FOIA)**

Any Freedom of Information Act (hereinafter "FOIA") requests to the BIA shall be disclosed immediately to the particular tribe upon which the particular request is made, including the details of the specific information requested and a copy of the response and enclosures.

11. **Periodic Consultation**

In addition to consultation concerning specific applications or activities, the Consortium Tribe(s), the LRS, and the BIA agree to meet and confer as necessary on matters of mutual concern. To the extent practicable, each party shall provide the other with a list of topic issues to be discussed at least five business days in advance of each such meeting.

12. **Dispute Resolution**

Any dispute as to interpretation of any provision of this Agreement will be submitted to the Committee who will review all relevant material pertaining to the dispute. The Committee will issue a written decision. The decision of the Committee is final except that it may not issue any decision in contravention of employee rights as governed by Title 5 of the Anti-Deficiency Act at title 31 of the United States Code. Parties to the agreement may use services of the Department's Alternative Dispute Resolution Office.

13. **Entire Agreement**

This agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature between them, and neither party shall be bound by any condition, definition, warrant or representation other than expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Parties to be bound thereby; and this Agreement may not be changed or modified except by an agreement in writing signed by the Parties.

14. **Amendment**

The Parties may from time to time amend the provisions of this Agreement as may be deemed necessary or appropriate. Either party may request amendment of this Agreement, and it shall be incumbent upon the other party to consider and discuss such amendment with the requesting party in good faith. No provision of this Agreement may be changed, amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by a duly authorized representatives of the tribes and the MRO.

15. **Dissolution/Withdrawal**

- a. The Consortium may be dissolved by the affirmative vote of a majority of the members taken at least 60 days before the end of the then-current fiscal year, to be effective at the end of the fiscal year in which the vote is taken.

- b. A Tribe may withdraw from the Consortium for the remainder of the term of this Agreement by giving written notice, by Tribal Resolution, of such intent to the Consortium LRS at least 90 days prior to the end of the then-current fiscal year.

CERTIFICATION

This Agreement entered into by and between the Consortium members set forth below, and the Midwest Regional Director does hereby take effect beginning the Fiscal year October 1, through Fiscal Year ending September 30, at which time this Agreement may be extended, amended, or rescinded.

Midwest Regional Office

By: *Thomas C. Veider* *12/20/04*
Regional Director Date

Consortium Member (Tribe) *Oneida Tribe of Indians of Wisconsin*

By: *Cristina Danforth* *1/3/05*
Authorized Tribal Official Date

Cristina Danforth
Print Name

10-06-04-B
Tribal Resolution Number

10/06/04
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ONEIDA TRIBE OF INDIANS OF WISCONSIN
AND
THE DEPARTMENT OF THE INTERIOR
OFFICE OF THE SPECIAL TRUSTEE FOR AMERICAN INDIANS
FOR
REAL ESTATE APPRAISAL SERVICES
FISCAL YEAR 2007**

I. AUTHORITY

This Memorandum of Understanding (MOU) between the Oneida Tribe of Indians of Wisconsin ("Tribe") and the Department of the Interior, Office of the Special Trustee for American Indians (OST) is entered into pursuant to a compact initiated under the Indian Self-Determination and Education Assistance Act (PL 93-638) as amended.

II. PURPOSE

In fiscal year 2002, the management and operation of the real estate appraisal function was transferred from the Bureau of Indian Affairs (BIA) to the OST. In fiscal year (FY) 2005, funding for the program was transferred to the OST. The purpose of this MOU is to detail the coordination, implementation, duties and responsibilities of each party for the Tribe's operation of the OST real estate appraisal function for FY 2007. This MOU shall be attached to the Tribe's Annual Funding Agreement (AFA) for FY 2007 and remain effective until modified and agreed to in writing by the parties.

III. TRIBAL DUTIES AND RESPONSIBILITIES IN PERFORMING REAL ESTATE APPRAISAL SERVICES

A. Program Guidance

Services shall be provided in accordance with published authority and procedures contained in the Code of Federal Regulations, Title 25, the Uniform Standards of Professional Appraisal Practice (USPAP), and Uniform Appraisal Standards for Federal Land Acquisitions, including updates and revisions.

B. Program Responsibilities

I. Appraisal Procedures

- a. The Tribe agrees to conduct all appraisals or valuations as required to support real estate transactions on trust or restricted property.

- b. Appraisals must:
 - I. Identify the BIA as the Client in all appraisal reports of trust/restricted property.
 - ii. Identify the OST-Office of Appraisal Services (OAS) as an Intended User in the body of the appraisal report.
 - iii. Identify any third party Intended Users of the report, such as the Tribes, Agencies, individual Indians, etc.
- c. Appraisers must not disclose confidential information or assignment results prepared for the trust landowner to anyone other than the Client or persons specifically authorized by the Client.
- d. The Tribe shall submit one (1) original appraisal report and two (2) copies with original signatures to the OST-OAS Regional Appraiser for review.
- e. The Tribe agrees that all appraisals submitted for review must be signed by a state-certified general appraiser.
- f. The Tribe agrees to submit the completed appraisal report to the OST-OAS Regional Appraiser for review within 60 days of receipt of the appraisal request or, if the complexity of the appraisal warrants extending this time period, the Tribe will keep the Regional Appraiser informed about when the appraisal is expected to be completed.
- g. Appraisals must be submitted to the Regional Appraiser in either a self-contained or summary format.
- h. Appraisal submissions must include the appraisal workfile to support the analysis and final value estimate. For purposes of this requirement, *workfile* is defined as any or all data the appraiser used to develop the analysis and conclusion.

2. Appraisal Log

- a. The Tribe agrees to maintain an appraisal tracking log of all appraisal requests received. The appraisal log shall be available for review by the OST-OAS for reporting purposes. The Tribe agrees to submit the appraisal log to the OAS on an annual basis. See Section III. B.7.b.
- b. At a minimum, the appraisal tracking log shall contain:
 - i) Appraisal request number
 - ii) Allotment or tribal tracking number
 - iii) Appraisal request date (date accepted as a complete request with supporting documents)
 - iv) Purpose of appraisal
 - v) Legal descriptions
 - vi) Size of property appraised
 - vii) Intended use of appraisal
 - viii) Effective date of appraisal

- ix) Ownership information
- x) Appraiser of record
- xi) Approval date of the appraisal
- xii) Conclusion of value
- xiii) Date transmitted

- c. The Tribe agrees to provide to the OST-OAS Regional Appraiser the appraisal tribal backlog information on a fiscal year quarterly basis on: January 15, 2007, April 15, 2007, July 15, 2007, and October 15, 2007, and subsequent years on the same quarterly basis. *Tribal backlog* is considered to be any request(s) for appraisal(s) that have not been completed and provided to the OST-OAS Regional Appraiser for review within 61 days of the request.

3. Conflict of Interest

- a. To avoid a conflict of interest or the appearance of a conflict of interest, a Tribal appraiser employed by the Tribe shall not complete an appraisal on land held by an immediate relative as defined by Tribal law and policy.
- b. When the Tribe is conducting an appraisal for a trust property for which the individual landowner has offered for sale to the Tribe, the Tribal Appraiser shall disclose such potential conflict of interest to OAS with the request for review and approval.

4. Appraisal Contracts.

The Tribe agrees that appraisals provided by contractors shall meet the requirements of this MOU.

5. Records Management

- a. The Tribe agrees to:
 - I). preserve, protect and manage all fiduciary trust records, created and/or maintained by the Tribe during its management of the real estate appraisal services program.
 - a) a *fiduciary trust record* is any document that reflects the existence of an Indian trust asset and was used in the management of an Indian trust asset.
 - b) An *Indian trust asset* refers to lands, natural resources,

monies or other assets held in trust at a particular time by the Federal Government for a Tribe, Alaska natives, or that are or were at a particular time restricted against alienation, for individual Indians.

- c) *Management* includes actions that influence, affect, govern, or control an Indian trust asset.

The following are examples not considered to be fiduciary trust records:

- general administrative, personnel or travel records;
 - education records;
 - law enforcement records;
 - health records;
 - law making unrelated to Indian trust assets;
 - tribal council resolutions and laws unrelated to Indian trust assets; and,
 - tribal elections.
- ii) make available to the Secretary of the Interior (Secretary) all fiduciary trust records maintained by the Tribe, provided that the Secretary gives reasonable oral or written advance request to the Tribe. Access shall include visual inspection and, at the expense of the Secretary, the production of copies (as agreed upon between the parties) and shall not include the removal of the records without tribal approval; and
- iii) store and permanently retain all inactive fiduciary trust records at the Tribe or allow such records to be removed and stored at the American Indian Records Repository (AIRR) in Lenexa, Kansas, at no cost to the Tribe.
- b) The Secretary agrees to:
- I) allow the Tribe to determine what records it creates to implement the trust program assumed under its Title IV agreement, except that the Tribe must create information required by statute, regulation, and this MOU. No additional record keeping requirements are required by this agreement.
- ii) store all inactive fiduciary trust records at AIRR at no cost to the Tribe when the Tribe no longer wishes to keep the records. Further, the Tribe will retain legal custody and determine access to

these records and such records shall not be treated as Federal records for purposes of chapter 5 of Title 5 of the United States Code unless expressly agreed to by the Tribe;

- iii) create and manage a single tribal storage and retrieval system for all fiduciary trust records stored at AIRR. (No records will be accepted at AIRR until such a retrieval system exists); and
- iv) provide filing equipment and technical assistance for the Tribe in preserving, protecting and managing its fiduciary trust records from available funds appropriated for this purpose.

6. Security Clearance

The Tribe agrees that its tribal employee appraisers or subcontractors who work in a federally controlled environment, or who have access to DOI automated information technology systems or DOI trust records in any electronic data or hardcopy format, must obtain a Personal Identity Verification (PIV) credential. This credential shall be obtained from DOI in accordance with the current DOI policy titled "Personal Identity Verification (PIV) Policy and Guide for Federal Employees and Contractors," dated December 2005, and a final favorable suitability determination adjudicated by the OST Security Office pursuant to OMB Circular A130, DM 441 and HSPD 12. Neither a PIV credential nor a suitability determination is required if an appraisal subcontractor does not meet the criteria above.

7. Reports

- a. The Tribe and OST agree to cooperate in the identification and provision of applicable data and information pursuant to Government Performance and Results Act (GPRA) of 1993 (P.L. 103-62). Before providing the information, the Tribe will negotiate with OST-OAS to determine applicable data and information needed to meet the GPRA requirements.
- a) The Tribe agrees to submit its appraisal log to OAS, as described in Section III.B.2.a., and b. above, on an annual basis no later than June 15, 2007 and each year thereafter.
- b) The Tribe agrees to provide backlog information to the OST-OAS Regional Appraiser on a quarterly basis. See Section III.B.2.c. above.

8. Miscellaneous Appraisal Issues

- a. Consultation reports will be developed in coordination with the OST-OAS Regional Appraiser and in accordance with the USPAP. Consultation

reports will be used to support activities for agricultural and homesite leases. Also included are consultations for probate and gift deed transactions.

- b. Market surveys for grazing rate studies and/or appraisals for agricultural leases will be completed prior to the beginning of a new lease or at least in five-year intervals if the lease exceeds five years, at the request of the BIA Superintendent or the Tribe.

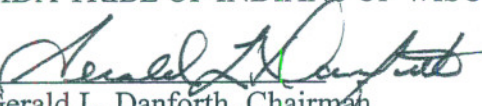
IV. OST DUTIES AND RESPONSIBILITIES

- A. The OST will notify the Tribe of training related to management of the Tribe's appraisal program.
- B. The OST-OAS Regional Appraiser shall provide an appraisal review completed in compliance with USPAP within 30 days after the OST-OAS receives the appraisal report.
- C. Once appraisals are reviewed and approved, the OST-OAS Regional Appraiser will return the appraisal and review reports to the BIA Superintendent and/or designee for processing.
- D. If an appraisal is not approved, OST-OAS will inform the Tribe within five business days of any deficiency in the appraisal.
- E. OST agrees to compensate the Tribe for the cost of security clearances for up to three tribal appraisers per year.

SIGNATURES

The foregoing is hereby agreed to as stated on this _____ day of _____, 2006.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

BY:  DATE: 8/16/06
Gerald L. Danforth, Chairman
Oneida Business Committee

UNITED STATES OF AMERICA

BY: _____ DATE: _____
Carrie Moore, Director
OST Office of External Affairs
Secretary's Delegated Official