

# 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

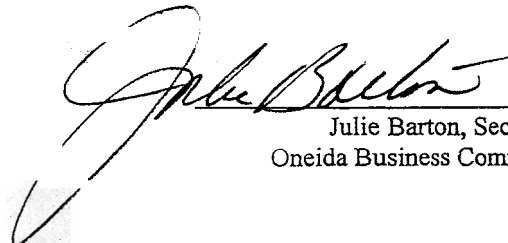
RESOLUTION # 6-25-03-E

- 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 (AFA) negotiated with the Department of the Interior's Bureau of Indian Affairs for Calendar Year 2004 and authorizes the Treasurer to sign the Reprogramming Request as negotiated and authorizes the Chairman to sign the AFA as negotiated.

### C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. 6 members were present at a meeting duly called, noticed, and held on the 25<sup>th</sup> day of June, 2003; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for, 0 members against, 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
Julie Barton, Secretary  
Oneida Business Committee

**ANNUAL FUNDING AGREEMENT FOR CY 2004  
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 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
  - 4. Johnson O'Malley
  
- 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
  - 7. Real Estate Appraisals

- 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
- Special 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/Appraisals

### 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 a retained function of 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 endnotes to this Agreement or 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 2004.

## 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 a 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 agree to take corrective action when such errors 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 AFA conflict with the Compact, the AFA shall prevail.

### Section 14

**Trust Programs** - Prior to being granted access to DOI automated information technology systems, Tribal employees must successfully complete BIA 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 the Tribe agrees its employees and employees of its contractors must be favorably screened by the BIA Personnel and Physical Security Office pursuant to OMB Circular No. A-130. The Tribe agrees to comply if background investigation and adjudication becomes necessary. Costs will be incurred by the BIA.

**Section 15**

**Trust Records Management** - The Tribe agrees that records made or received by the Tribe which evidence the organization, functions, policies, decisions, procedures, operations or other activities undertaken in the performance of Federal Indian trust functions will be preserved and maintained in accordance with applicable Federal law. The Tribe and the Department of Interior agree to work cooperatively in records creation, maintenance and disposition, and training activities, and to address trust records issues and activities in accordance with Executive Order #13175 (Consultation and Coordination with Indian Tribal Governments) and the BIA Government-to-Government Consultation Policy.

**Section 16**

**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, 2004. Terms of the Agreement and funding amounts will remain in effect unless changed by Congressional action, the promulgation of Federal regulations, or an AFA amendment. This Agreement will remain in effect in the event that the effective date of its successor AFA is not on or before the expiration date of this AFA.

Oneida Tribe of Indians of Wisconsin

BY: Cristina Danforth  
Cristina Danforth, Chairman  
Oneida Business Committee

DATE: 4/26/03

UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
Assistant Secretary - Indian Affairs

DATE \_\_\_\_\_

## Office of Self Governance

June 17 200

Self Governance 2004 Annual Funding Agreement - Reprogramming Request

Page: 1

Tribe: 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	OSG CUM. BASE	A	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	128,965	0	0	0	-128,965	
12	Contract Support (Ongoing) - TPA/AREA	39270	0	0	0	0	0	0	
21	Social Services - TPA/AREA	39310	0	6,966	0	0	0	6,966	
22	Indian Child Welfare Act - TPA/TRIBAL	39320	0	75,000	0	0	0	75,000	
25	Welfare Assistance Grants - TPA/TRIBAL	39330	0	0	0	0	0	0	3
26	Housing Improvement Program - TPA/TRIBAL	39370	0	78,700	0	0	0	78,700	2
30	Scholarships - TPA/AREA	39110	0	336,100	0	0	0	336,100	
34	Johnson-O'Malley Educational Assis - TPA/TRIBAL	39140	0	133,100	0	0	0	133,100	
40	Law Enforcement - TPA/AREA	39420	0	0	0	0	0	0	
41	Community Fire Protection - TPA/TRIBAL	39430	0	12,000	0	0	0	12,000	
42	Community Fire Protection - TPA/AGENCY	39430	0	1,600	0	0	0	1,600	
45	Job Placement and Training - TPA/TRIBAL	39535	0	206,000	0	0	0	206,000	
46	Job Placement and Training - TPA/AGENCY	39535	0	2,991	0	0	0	2,991	
51	Road Maintenance - TPA/TRIBAL	39550	0	15,672	0	0	0	15,672	
57	Agriculture - TPA/TRIBAL	39610	0	3,500	0	0	0	3,500	
61	Forestry - TPA/AGENCY	39630	0	2,663	0	0	0	2,663	
76	Other Rights Protection - TPA/AGENCY	39720	0	3,353	0	0	0	3,353	
79	Real Estate Services - TPA/AGENCY	39770	0	37,280	0	0	0	37,280	7
82	Real Estate Appraisals - TPA/AGENCY	39780	0	5,516	0	0	0	5,516	7
95	Executive Direction - TPA/AGENCY	39810	0	10,029	0	0	0	10,029	
98	Administrative Services - TPA/AGENCY	39820	0	32,470	0	0	0	32,470	
103	TPA General Increase - TPA/TRIBAL	39901		125,695	0	0	0	125,695	
104	638 Pay Costs - TPA/TRIBAL	39902		88,585	0	0	0	88,585	
105	Retirement Adjustment - TPA/TRIBAL	39903		600	0	0	0	600	
107	Area and Agency Technical Support - NON TPA	30800		9,384	0	0	0	9,384	
115	Fish Hatchery Operations - NON TPA	31950		0	0	0	0	0	6
116	Fish Hatchery Maintenance - NON TPA	31960		0	0	0	0	0	6
117	Tribal Management and Development - NON TPA	31970		59,745	0	0	0	59,745	6
122	Forestry - NON TPA	33900		0	0	0	0	0	6
123	Water Mgmt. Planning & Pre-Develop - NON TPA	34020		0	0	0	0	0	6
124	Unresolved Hunting and Fishing Rig - NON TPA	34100		0	0	0	0	0	6
128	Litigation Support - NON TPA	34410		0	0	0	0	0	6
132	Environmental Management - NON TPA	34730		0	0	0	0	0	6
133	Central Office Operations - NON TPA	35000		45,000	0	0	0	45,000	
152	All Other Aid to Tribal Government - NON TPA	36420		7,032	2,344	0	0	9,376	
153	Social Services - NON TPA	36510		4,921	0	0	0	4,921	

154 Housing Development - NON TPA	36530	0	16,943		0		16,943
156 Economic Development - NON TPA	36710	0	2,062	5,367	0	0	5,649
158 Agriculture - NON TPA	36820	0	958	0	0	0	958
159 Forestry - NON TPA	36830	0	3,985	0	0	0	3,985
160 Forest Marketing Assistance - NON TPA	36831	0	61	0	0	0	61
162 Wildlife and Parks - NON TPA	36850	0	1,370	0	0	0	1,370
166 All Other Indian Rights Protection - NON TPA	36920	0	1,714	0	0	0	1,714
170 Environmental Quality Services - NON TPA	36970	0	2,226	0	0	0	2,226
171 Executive Direction - NON TPA	36100	0	6,646	1,794	0	0	8,440
172 Administrative Services - NON TPA	36200	0	39,006	3,003	0	0	52,009
174 Safety Management - NON TPA	36210	0	4,812	1,604	0	0	6,416
175 Facilities Management - NON TPA	36270	0	13,476	0	0	0	13,476
179 Law Enforcement - NON TPA	37700	0	0	0	0	62,436	62,436
TOTAL		0	281,756	2,332	0	62,436	366,524

## AUTHORIZED FINANCIAL OFFICERS:

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 Bureau of Indian Affairs - Regional Office




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 Tribe

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 Office of Self Governance

- 1 Funds will be distributed using similar methodology as was used last fiscal year and published in the Federal Register.
- 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 current welfare assistance need as reflected in the quarterly analysis of needs.
- 4 Funds will be distributed using the same formula as used last fiscal year.
- 5 The amount shown is an estimate. Any eligible new law enforcement program funding is to be determined and added to the AFA based on a national distribution methodology developed by the BIA.
- 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. The MRO Director will facilitate discussions regarding the relationship between the Tribe and the OST with respect to the funding and operation of trust-related BIA programs, services, functions and activities transferred to the OST.