



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

Oneida Tribe of Indians of Wisconsin BUSINESS COMMITTEE



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
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RESOLUTION # 08-29-07-D


Annual Funding Agreement Negotiated with the Department of the Interior's Bureau of Indian Affairs for Calendar Year 2008 and the Memorandum of Understanding Negotiated with the Department of the Interior's Office of the Special Trustee

- 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 2008 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 9 members of whom 5 members constitute a quorum. 6 members were present at a meeting duly called, noticed and held on the 29th day of August 2007; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.


Patricia Hoefl, Secretary
Oneida Business Committee

**ANNUAL FUNDING AGREEMENT FOR CY 2008
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
 - 4. Johnson O'Malley

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

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

- D. Economic and Community
 - 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 restrictions 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 Service

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 2008

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 the 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 Functions 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 have 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 program 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 information technology systems, Tribal employees must successfully complete BIA trust automated technology systems training, the costs of which will be met by the BIA (or OST). 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 receive a final favorable suitability determination issued by the BIA Personnel and Physical Security Office pursuant to OMB Circular No A-130 and DM 441. 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 its management of trust programs in its 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 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 creates 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 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
- (d) 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.

Section 16

Reporting - The Tribe agrees to provide applicable data and information to the BIA Midwest Regional Office pursuant to the Government Performance and Results Act of 1993 (P L 103-62) (GPRA). 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, 2008. Terms of the Agreement and funding amounts will remain in effect unless changed by Congressional action, the promulgation of Federal regulations, or Funding Agreement (herein referred to as 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 of this FA.

ONEIDA TRIBE OF INDIANS OF WISCONSIN

BY _____
Gerald L. Danforth, Chairman
Oneida Business Committee

DATE: _____

UNITED STATES OF AMERICA

BY _____
Self-Governance Director
U.S. Department of the Interior

DATE: _____

Tribe ONEIDA TRIBE OF WISCONSIN

BIA Tribal Organization Code

OSG Tribal Compact Code F55433

BIA Region Office MIDWEST REGION

BIA Agency Office GREAT LAKES AGENCY

Line Item	Program Title	Cost Code	Info Tribal Share	A	B	C	D	E=A+B+C+D	
				OSG Cumulative Base	OSG Shortfall Base	OSG Shortfall Request	BIA Reprogram Request	Total AFA	FN
20	TMIP (UTB) - NON TPA	A3A00	\$0	\$0	\$0	\$0	\$0	\$0	
21	Central Office Operations	A5000	\$0	\$45,000	\$0	\$0	\$0	\$45,000	
25	Administrative Services - NON TPA	A5220	\$0	\$39,006	\$13,003	\$0	\$0	\$52,009	
29	Facilities Management - NON TPA	A5370	\$0	\$13,476	\$0	\$0	\$0	\$13,476	
30	Executive Direction (Regional) - NON TPA	A6000	\$0	\$6,646	\$1,794	\$0	\$0	\$8,440	
31	Admini Services (Regional - Safety) - NON TPA	A6110	\$0	\$4,812	\$1,604	\$0	\$0	\$6,416	
32	Executive Direction - TPA/Agency	A9010	\$0	\$10,029	\$0	\$0	\$0	\$10,029	
35	Administrative Services - TPA/Agency	A9120	\$0	\$32,470	\$0	\$0	\$0	\$32,470	
41	Economic Development - NON TPA	C6010	\$0	\$2,062	\$3,587	\$0	\$0	\$5,649	
42	Job Placement and Training - TPA/Agency	C9035	\$0	\$2,991	\$0	\$0	\$0	\$2,991	
44	Job Placement and Training - TPA/Tribal	C9035	\$0	\$206,000	\$0	\$0	\$0	\$206,000	
50	Road Maintenance - TPA/Tribal	C9250	\$0	\$15,672	\$0	\$0	\$0	\$15,672	1
53	Education Line Officers - NON TPA	E5030	\$0	\$9,384	\$0	\$0	\$0	\$9,384	
56	Johnson O-Malley - TPA/Tribal	E9040	\$0	\$0	\$0	\$0	\$0	\$0	2
58	Tribal Scholarships - TPA/Region	E9310	\$0	\$336,100	\$0	\$0	\$0	\$336,100	3
69	Social Services - NON TPA	H6010	\$0	\$4,921	\$0	\$0	\$0	\$4,921	
70	Housing Development - NON TPA	H5030	\$0	\$16,943	\$0	\$0	\$0	\$16,943	
72	Social Services - TPA/Region	H9010	\$0	\$6,966	\$0	\$0	\$0	\$6,966	
74	Welfare Assistance - TPA/Tribal	H9130	\$0	\$0	\$0	\$0	\$0	\$0	4
77	Indian Child Welfare Act - TPA/Tribal	H9220	\$0	\$75,000	\$0	\$0	\$0	\$75,000	
78	Housing Improvement Program - TPA/Tribal	H9370	\$0	\$0	\$0	\$0	\$0	\$0	2
83	Law Enforcement Projects - NON TPA	J3300	\$0	\$0	\$0	\$0	\$0	\$0	5
86	Community Fire Protection - TPA/Agency	J9030	\$0	\$1,600	\$0	\$0	\$0	\$1,600	
88	Community Fire Protection - TPA/Tribal	J9030	\$0	\$12,000	\$0	\$0	\$0	\$12,000	
100	Tribal Management/Development Program - NON TPA	N3210	\$0	\$59,745	\$0	\$0	\$0	\$59,745	6
101	Water Mgmt Planning & Pre-Development - NON TPA	N3400	\$0	\$0	\$0	\$0	\$0	\$0	6

105 Forestry - NON TPA	N3E00	\$0	\$0	\$0	\$0	\$0	\$0	\$0
108 Fish Hatchery Operations (UTB) - NON TPA	N3F11	\$0	\$0	\$0	\$0	\$0	\$0	\$0 6
109 Fish Hatchery Maintenance (UTB) - NON TPA	N3F12	\$0	\$0	\$0	\$0	\$0	\$0	\$0 6
113 Agriculture (UTB) - NON TPA	N6A20	\$0	\$958	\$0	\$0	\$0	\$958	
114 Forestry (UTB) - NON TPA	N6A30	\$0	\$3,985	\$0	\$0	\$0	\$3,985	6
115 Forest Marketing Assistance (UTB) - NON TPA	N6a31	\$0	\$61	\$0	\$0	\$0	\$61	
117 Wildlife and Parks (UTB) - NON TPA	N6A50	\$0	\$1,370	\$0	\$0	\$0	\$1,370	
124 Agriculture Program (UTB) - TPA/Tribal	N9B10	\$0	\$3,500	\$0	\$0	\$0	\$3,500	
125 Forestry Program (UTB) - TPA/Agency	N9C30	\$0	\$2,663	\$0	\$0	\$0	\$2,663	
138 Litigation Support - NON TPA	R3210	\$0	\$0	\$0	\$0	\$0	\$0	6
142 Environmental Quality Projects - NON TPA	R3B30	\$0	\$0	\$0	\$0	\$0	\$0	6
147 Other Indian Rights Protection - NON TPA	R6020	\$0	\$1,714	\$0	\$0	\$0	\$1,714	
152 Environmental Quality Services (UTB) - NON TPA	R6C70	\$0	\$2,226	\$0	\$0	\$0	\$2,226	
159 Rights Protection - TPA/Agency	R9120	\$0	\$3,353	\$0	\$0	\$0	\$3,353	
166 Real Estate Services Program (UTB) - TPA/Agency	R9C70	\$0	\$37,280	\$0	\$0	\$0	\$37,280	7
169 Real Estate Appraisals (Moved to OST) TPA/Agency	R9C80	\$0	\$5,516	\$0	\$0	\$0	\$5,516	8
179 Other Aid to Tribal Government - NON TPA	T6020	\$0	\$7,032	\$2,344	\$0	\$0	\$9,376	
180 Other Aid to Tribal Government - TPA/Agency	T9020	\$0	\$13,560	\$0	\$0	\$0	\$13,560	
182 Other Aid to Tribal Government - TPA/Tribal	T9020	\$0	\$0	\$0	\$0	\$0	\$0	
186 Self-Governance Compacts - TPA/Tribal	T9240	\$0	(\$184,881)	\$0	\$0	\$0	(\$184,881)	
187 Contract Support (Ongoing) - TPA/Region	T3970	\$0	\$0	\$0	\$0	\$0	\$0	9
190 TPA General Increase - TPA/Tribal	T9901	\$0	\$125,696	\$0	\$0	\$0	\$125,696	
191 638 Pay Costs - TPA/Tribal	T9902	\$0	\$98,480	\$0	\$0	\$0	\$98,480	
192 Retirement Adjustment - TPA/Tribal	T9903	\$0	\$600	\$0	\$0	\$0	\$600	
		\$0	\$1,023,936	\$22,332	\$0	\$0	\$1,046,268	

AUTHORIZED FINANCIAL OFFICERS

Bureau of Indian Affairs - Regional Office

Tribe

Office of Self-Governance

Footnotes

- 1 BIA Road Maintenance funds that the Tribe is eligible to receive are to be included in the Tribe's Funding Agreement for CY 2008. 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 2007 inventory which is based on accepted updates submitted before June 15, 2007.
- 2 This program is excluded from the President's 2008 Budget Request to Congress. Should final appropriations restore the program, the Tribe elects to operate the program through this Funding Agreement.
- 3 OSG will reprogram \$282,787 from the Scholarships line item to the BIA Midwest Regional Office (MRO) on a one-time basis to pay for the Tribe's share of the Fee-to-Trust Project. The MOU between the Tribe and the MRO is attached to the Funding Agreement. Any of these funds not used by the MRO for the project will be returned to the Tribe.
- 4 Total funds will be distributed based upon welfare assistance need as determined by the national distribution methodology used by the BIA.
- 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 Office of Justice Services.
- 6 The amount is to be determined. 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 that Self-Governance 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 additional formal agreements entered into between the Tribe and the MRO will be attached and incorporated into the Funding Agreement through an amendment.
- 8 A Memorandum of Understanding between the Tribe and the Office of the Special Trustee for American Indians will be attached and incorporated into the Annual Funding Agreement.
- 9 The amount is to be determined. Funds will be distributed as described in the BIA's Contract Support Policy.

**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 2008**

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 Title IV of the Indian Self-Determination and Education Assistance Act (P.L. 93-638), as amended.

II. PURPOSE

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 Program for Fiscal Year 2008. Pursuant to the Fiscal Year 2008 Annual Funding Agreement (AFA), this MOU is an attachment to the Fiscal Year 2008 AFA and is incorporated into and made a part of the Fiscal Year 2008 AFA as if set out in full in the AFA. This MOU shall be attached to the AFA for this year and subsequent years and remain in effect unless modified and such modification is agreed to in writing by both parties.

III. THE TRIBE'S DUTIES AND RESPONSIBILITIES IN PERFORMING REAL ESTATE APPRAISAL SERVICES

A. Program Guidance

Real estate appraisal 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 (UASFLA), including updates and revisions. OST-Office of Appraisal Services (OST-OAS) Regional Appraisers are available to provide guidance for the interpretation and use of these standards.

B. Program Responsibilities

1. Appraisal Procedures

- a. The Tribe agrees to conduct all appraisals or valuations, as required, to support real estate transactions on trust or restricted property¹
- b. Appraisals must
 - i) Identify the BIA as the Client in all appraisal reports of trust/restricted property;
 - ii) Identify the OST-OAS as an Intended User in the body of the appraisal report; and
 - iii) Identify any third party Intended Users of the report, such as the Tribe, Agencies, individual Indians, etc.
- c. Consultation reports to analyze a Fair Market Rent for grazing or agricultural leases will be performed in accordance with USPAP Standards 4 and 5
- d. The Tribe agrees not to submit an appraisal for use in a trust transaction until the appraisal has been reviewed and approved by the OST-OAS.
- e. Appraisers must not disclose confidential information or assignment results prepared for the trust landowner to anyone other than the Client, Intended Users or persons specifically authorized by the Client.
- f. The Tribe shall submit one (1) original appraisal report and one (1) copy with original signatures to the OST-OAS Regional Appraiser for review.
- g. The Tribe agrees that all appraisals submitted for review must be signed by a state-certified general appraiser.
- h. 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 provide notice to OST before the expiration of the 60 days if the complexity of the appraisal warrants extending this time period.
- i. Appraisals must be submitted to the Regional Appraiser in either a self-contained or summary format

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

¹ Appraisals are conducted to support real estate transactions on trust or restricted property including negotiated sales, leases, homesite or residential leases, gift deeds, subdivisions and partitions, property exchanges, back rent and simple interest for trespass purposes, various types of easements and rights-of-way, special use permits, or removal of restrictions

OST does not perform appraisals for mortgage purposes, probates, subleases, mineral evaluations, acquisitions or sales of fee lands. such appraisals are not included in this MOU

to submit the appraisal log to the OST-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) Due date, i.e., the agreed upon date that the appraisal is needed
 - v) Purpose of appraisal
 - vi) Legal descriptions
 - vii) Size of property appraised
 - viii) Intended use of appraisal
 - ix) Effective date of appraisal
 - x) Ownership information
 - xi) Appraiser of record
 - xii) Approval date of the appraisal
 - xiii) Conclusion of value
 - xiv) Date transmitted
 - xv) Intended Users, if any
- 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, 2008, April 15, 2008, July 15, 2008, October 15, 2008, 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 due date

3. Conflict of Interest

- a. To avoid a conflict of interest or the appearance of a conflict of interest, neither a Tribal appraiser employed, nor a fee appraiser contracted, by the Tribe shall complete an appraisal on land held by an immediate relative as defined by Tribal law and policy.
- b. If applicable, when the Tribe is conducting an appraisal for trust property that an individual landowner has offered for sale to the Tribe the Tribe's appraiser, whether an employee or a fee 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. System Security Access

a. Training

Prior to being granted access to DOI automated trust information technology systems, Tribe employees must successfully complete OST trust automated technology systems training (and complete annually thereafter), the costs of which will be met by the OST.

b. Security Requirements for Access to DOI Information Technology Systems

- i) 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 that its employees and employees of its contractors must be favorably screened and a final favorable suitability determination issued by the OST Security Office pursuant to OMB Circular No A-130 and DM 441. In addition, pursuant to Homeland Security Presidential Directive 12 (HSPD-12) (OST is reciprocal with other federal agencies' background investigations), Tribe employees and employees of its 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 OST or the BIA.
- ii) The Tribe agrees to take logical and physical steps necessary to secure trust information as required by OMB, and in the event of a security related incident (i.e. theft, network compromise) affecting Government Furnished Equipment (GFE) or tribal equipment utilized in the performance of the Real Estate Appraisal Services Program also agrees to notify the OST or BIA IT Security Manager, or the designated representative, within 24 hours of discovery of the incident. The Tribe will notify the Director, Office of Information Technology Services, OST, within 24 hours, of exiting employees who no longer require systems access.

7. Reports

- a. The Tribe and OST agree to cooperate in the identification and provision of applicable data and information pursuant to the Government Performance and Results Act (GPRA) of 1993 (P.L. 103-62). Before providing the information, the Tribe will work with OST-OAS to determine applicable data and information needed to meet the GPRA requirements.
- b. 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 September 15, and each year thereafter. 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 OMB Circulars

The Tribe agrees that, pursuant to 25 C.F.R. § 1000.395, OMB circulars and revisions apply, except for:

- a. listed exceptions for Tribes and Tribal Consortia;
- b. exceptions in 25 U.S.C. 450j-1(k); and
- c. additional exceptions that OMB may grant.

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 report²
- C. If an appraisal cannot be approved, OST-OAS will contact the appraiser of record within five business days of receipt in an attempt to resolve any divergencies.
- D. 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.
- E. Third-party Appraisals
 1. As used in this document, third-party appraisals are those procured by non-federal parties, including individual Indian landowners, commercial enterprises, or Indian tribes. Upon request by the appropriate BIA line officer, OAS shall review a third-party appraisal if:
 - a. the third party consults with the appropriate tribal appraiser or OAS Regional Appraiser prior to the initiation of the appraisal on the scope of work of the appraisal and the selection of the appraiser of record;
 - b. OAS is designated as the Intended User of the third-party appraisal; and

² If an appraisal review will take longer than 30 days to complete, the Regional Appraiser will keep the Tribe informed about when the appraisal review is expected to be completed

- c. the appraiser-of-record selected to perform the appraisal is a state-certified appraiser, competent to appraise the subject property at issue, and meets applicable appraisal standards for the intended use.
 - 2. OAS review of a third-party appraisal does not create an expectation that such appraisal will be approved.
 - 3. In cases where a third-party appraisal is reviewed by OAS, a second appraisal may be required. If so, OAS shall conduct or oversee the appraisal, which shall be performed in accordance with procedures determined by OAS, as applicable.
- F. OST agrees to compensate the Tribe for the cost of security clearances for up to three tribal, employee or fee, appraisers per year

SIGNATURES

The foregoing is hereby agreed to as stated on this _____ day of _____, 2007, will become effective on January 1, 2008, and remain in effect unless modified and such modification is agreed to in writing by the parties

ONEIDA TRIBE OF INDIANS OF WISCONSIN

TRIBAL GOVERNMENT REPRESENTATIVE

 Date

OFFICE OF THE SPECIAL TRUSTEE FOR AMERICAN INDIANS

 Carne Moore, Director, OST Office of External Affairs
 Secretary's Delegated Official

 Date

BUREAU OF INDIAN AFFAIRS
MIDWEST REGIONAL OFFICE

MEMORANDUM OF UNDERSTANDING

07 APR -3 AMIC 34

Between

Oneida Tribe of Indians of Wisconsin

And

THE BUREAU OF INDIAN AFFAIRS-MIDWEST REGIONAL OFFICE

FY 2008 - FY 2010

This Memorandum of Understanding (hereafter the "Agreement") is entered into by and between participating tribes of the Midwest Region Division of Fee to Trust (hereinafter the "Division") and the Department of the Interior (DOI), Bureau of Indian Affairs (BIA), Midwest Regional Office (hereinafter "MWRO") (collectively referred to as the "Parties") as of the date 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 Division Tribes (hereinafter the "Project") Through funds provided by participating tribes to supplement BIA staff, the MWRO will hire employees/contract staff whose sole duties and responsibilities will be to process Fee-to-Trust applications in a manner consistent with the terms contained 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 backlog 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 § 450 (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 MWRO shall have oversight, responsibility and accountability for the administration of the regional and agency staff funded and supported by this agreement.

TERMS AND CONDITIONS

1. Conditions Precedent/Eligibility

- a. The Tribal Resolution. Participation in the Project will not become effective until the Division Project Leader (as defined in Section 7) has received a signed Tribal Resolution from the interested Tribe that 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 terms.
- b. The Agreement and Contribution. The Tribe must also sign the Agreement and complete any additional paperwork necessary to facilitate the re-programming of TPA funds, if applicable, to the Project or the tribe and MWRO sign an agreement detailing outside funds being committed to the Division.
- c. In addition to the Tribal Resolution, the Tribe will submit a letter identifying the designated tribal representative and alternates for the purpose of representation at Division meetings. A Division Tribe reserves the right to change the names of their individual tribal representative at their discretion.

2. Qualifications for Participation/Minimum Financial Participation

- a. The following shall serve as the minimum criteria for participation in the Division.
 - i. The tribe must have the internal administrative support system necessary to process the intra-tribe portion of the fee-to-trust application.
 - ii. The tribe understands that it shall be their responsibility to work with their local or neighboring municipal governments
- b. Minimum financial participation:
 - i. The budget for the Division will be funded by the participating tribes and divided evenly between the tribes for the 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 Division is renewed, the Division shall be funded by the participating tribes on a pro-rata basis

3. Division 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 year and the terms and conditions contained herein will terminate.

4. Division Employee Selection*

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

*Selection 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/MWRO Advisory Council (hereinafter the "Division") that will be composed of the MWRO Regional Director and one representative of each participating Tribe. The Division shall meet at least twice a year in a manner determined by the participating tribes.
- 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 Division shall be 100% of the participating tribes, only if the amount of tribes with an Agreement participating is less than four (4), or if there

are more than four (4) participating tribes, three-fourths of those tribes shall establish a quorum

- o Decision making for the Division shall be by consensus vote of the attending tribes after a quorum is established

6. Supervision of Office

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

7. Scope of Work

- a. The Division Project Leader will be the Division 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 Division staff will adhere to the duties described below in the Agreement as the basis for the processing of Fee-to-Trust Applications for the Division Tribes.

8. Fee-to-Trust Activities

- a. The LRS and 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:
 - i. Maintaining a master checklist for each transition consistent with the Activity log attached to this MOU as Exhibit 1
 - ii. Serving as liaison and maintaining communication between the MVRO and Tribe/Band of Fee-to-Trust issues
 - iii. Review and comment on any deficiencies in any current application package, and review and provide technical assistance in the preparation of any future applications, as requested by the Tribe/Band.
 - iv. Assuring that adequate notification is provided to all possible units of local government with current jurisdiction over the property
 - v. Review and provide technical assistance, where requested, of all Environmental Assessments, NEPA reports required of the Tribe/Band or the BIA, and Level I 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.
 - vi. Assisting the Field Solicitor in preparation of the Preliminary Title Opinions (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.

- vii Assisting Tribes where requested in developing responses to comments received from other units of government with jurisdiction.
- viii Preparation of the Notice of Determination on a requested parcel.
- ix Preparing the record for appeal under 25 CFR Part 2.
- x Assisting the Tribes in eliminating or migrating any of the Solicitor's objections, if any, in the PTO
- xi Assisting in the preparation of Notice for publication under 151.12(b).
- xii Preparing all documentation necessary for title examination required under 151.13.

9. Record Keeping

- a. Books of Account. The LRS shall cause to be kept complete books of account of the Project's operations in which each project transaction shall be fully and accurately entered into an appropriate data base.
- 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 the Agreement. The format of the Accounting Reports shall be that of the attached budget submitted by MWRO. The fiscal year of the Project shall be October 1st through September 30th.
- c. Records. At all times during the term of existence of the Project, the LRS shall keep or cause to be kept the books of account referred to in Section (9) (a), together with
 - i. A current list of contact information, which also identifies the Division member contribution.
 - ii. A copy of this Agreement and any other operating documents
 - iii. Financial statements of the Project.
 - iv. 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 MWRO-LRS shall cause to be prepared a Fee-to-Trust Division land into trust report.
- e. Budget justification should contain some, if not all, of the following.
 - i. Personal-Salary-Fringe
 - ii. Equipment, furnishing, facilities
 - iii. Material and supplies
 - iv. Travel
 - v. Sub-Contracts
 - vi. Other items of cost: television, radio, newspaper if necessary
 - vii. Printing costs
 - viii. Other real and personal property

10. Freedom of Information Act (FOIA)

- a. 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.

11. Periodic Consultation

- a. In addition to consultation concerning specific applications or activities, the Division 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

- a. Any dispute as to interpretation of any provision of this Agreement will be submitted to the Division who will review all relevant material pertaining to the dispute. The Division will issue the written decision. The decision of the Division 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

- a. 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 the Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the Parties to bound thereby, and this Agreement may not be changed or modified except by an agreement in writing by the Parties.

14. Amendment

- a. The parties may, from time to time, amend the provisions of the Agreement as may be deemed necessary or appropriate. Either party may request amendment of this Agreement, or it shall be incumbent upon the other part 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 representative of the Tribes and the MWRO

15. Dissolution/Withdrawal

- a. The Division may be dissolved by the affirmative vote of the 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 Division for the remainder of the term of this Agreement by giving written notice, by Tribal Resolution, of such intent to the Division LRS at least 90 days prior to the end of the then-current fiscal year

16. Sovereign Immunity

- a. Nothing in this MOU shall waive the Sovereign Immunity of the Tribe/Band or its subsidiaries to suit in any court of competent jurisdiction.

CERTIFICATION

This Agreement entered into by and between the Division members set forth below, and the Midwest Regional Director does hereby take effect beginning the Fiscal Year October 1, 2007 through Fiscal Year ending September 30, 2010 at which time this Agreement may be extended, amended or rescinded

Midwest Regional Office

By [Signature] Regional Director Date 4-13-07

Division Member

By [Signature] Tribal Representative Date 3/30/07

03-28-07-B
Tribal Resolution #

03-28-07
Date

Oneida Tribe of Indians of Wisconsin

BUSINESS COMMITTEE

DEPARTMENT OF INDIAN AFFAIRS
NATION'S MAIL OFFICE



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



07 MAR 29 AM 9:59



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 # 3-28-07 B

Approval of Memorandum of Understanding Between Midwest Fee to Trust Consortium Tribes and the BIA

- WHEREAS,** the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States, 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 the authority of Article IV, Section 1 of the Oneida Tribal Constitution by the Oneida General Tribal Council, and
- WHEREAS,** it is the mission of the Oneida Tribe of Indians 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 Tribe of Indians of Wisconsin has determined that regaining control over the land within the original Oneida Reservation in Wisconsin is one of its highest priorities, and
- WHEREAS,** the Oneida Tribe of Indians participated in the prior *Memorandum of Understanding Between Midwest Fee to Trust Consortium Tribes and the BIA*, found that the agreement resulted in more a responsive trust application process and has determined that continued participation is in the best interests of the Tribe, and
- WHEREAS,** the Oneida Business Committee approved the *Memorandum of Understanding Between Midwest Fee to Trust Consortium Tribes and the BIA* by motion on December 20, 2006 at a regular meeting of the Oneida Business Committee, and has determined that more formal action is necessary to complete the approval process,

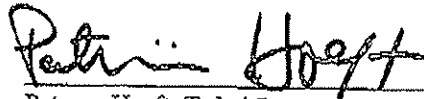
NOW, THEREFORE, BE IT RESOLVED: the Oneida Tribe of Indians of Wisconsin
1 Approves signing the *Memorandum of Understanding Between Midwest Fee to Trust Consortium Tribes and the BIA* by the Chair of the Oneida Business Committee as authorized by the December 20, 2006 action of the Oneida Business Committee.

Page Two
Resolution # 3-28-07 B

2. Authorizes the commitment of the necessary funds to carry out the activities of the *Memorandum of Understanding Between Midwest Fee to Trust Consortium Tribes and the BIA* and to direct that such funds be budgeted in the FY2008 budget of the Tribe as well as future budgets during the term of the agreement.

CERTIFICATION

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. 5 members were present at a meeting duly called, noticed and held on the 28th day of 2007, that the foregoing resolution was duly adopted at such meeting by a vote of 4 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way



Patricia Hoeft, Tribal Secretary
Oneida Business Committee





Shakopee Mdewakanton Sioux Community

2330 SIOUX TRAIL NW • PRIOR LAKE, MINNESOTA 55372
TRIBAL OFFICE: 952•445-8900 • FAX 952•445-8906

OFFICERS

Stanley R. Crooks
Chairman

Glynn A. Crooks
Vice Chairman

Keith B. Anderson
Secretary/Treasurer

July 25, 2007

Chairman Gerald Danforth
Oneida Business Committee
N7210 Seminary Road
Oneida, Wisconsin 54155

RE: Funding for Bureau of Indian Affairs (BIA) Trust Consortium

Dear Chairman Danforth:

As you know the Oneida Nation and the Shakopee Mdewakanton Dakota Community (SMSC) are two of the parties currently participating in the Midwest Region BIA Trust Consortium. The Fiscal Year 2008 proposed budget for the Consortium totals \$645,000 with a participant share of \$215,000 each. As you know, the agreement between the BIA and several tribal governments allows for the tribes to reallocate federal TPA funding to the Trust Consortium to assist the BIA to pay for its staffing needs to handle fee to trust applications.

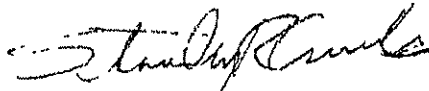
Due to federal budget cuts, the total available Fiscal Year 2008 TPA funding for the SMSC is \$147,213. The SMSC therefore does not have enough TPA funding to cover its share of the Trust Consortium's costs. I am informed that the BIA is willing to amend its agreement with the Oneida Nation to allow it to reallocate its TPA funding to cover the \$67,787 shortfall and have the SMSC reimburse that difference directly to the Oneida Nation.

Again, with the understanding that this letter will be made of a part of the amendment between the BIA and the Oneida Nation, the SMSC will reimburse the Oneida Nation its additional reallocated amount of \$67,787. This will make the Consortium funding equal between the tribal government partners as was the intent of the parties.

Chairman Gerald Danforth
July 25, 2007
Page 2

If you have any questions regarding this matter, please feel free to contact me or have your staff contact Mr. Stanley Ellison, our Land and Natural Resources Manager (952-496-6158). Mr. Ellison has been working with the Consortium and Oneida staff on the Consortium project

Sincerely,



Stanley R. Crooks
Tribal Chairman