ONEIDA TRUST/ENROLLMENT COMMITTEE
ONEIDA BUSINESS COMMITTEE
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 28th day of January 2015 by and between the Oneida Business Committee and the Oneida Trust/Enrollment Committee f/k/a Oneida Trust Committee, and both parties agree to respect and abide by the provisions set forth herein.

WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and

WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust/Enrollment Committee to be responsible for the administration and deposition of the trust monies; and

WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," as established by the Oneida Trust/Enrollment Committee; and

WHEREAS, the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at least one member of the Oneida Trust/Enrollment Committee shall be from and represent the Oneida Business Committee; and

WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust/Enrollment Committee to implement the areas of Trust; and

WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust/Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Tribe; and

WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Tribe of Indians of Wisconsin to the Oneida Trust/Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida tribal roll to be located in the Offices of the Oneida Indian Reservation in Wisconsin; and

WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust/Enrollment Committee to hire financial consultants and investment advisors; and

WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to tribal members sixty-five years of age and older, and has authorized the Oneida Trust/Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three of the following: Oneida General Tribal Council, Oneida Trust/Enrollment Committee and Oneida Business Committee, and

WHEREAS, the Oneida General Tribal Council, through the Per Capita Trust Agreement of November 9, 1994, transferred authority to the Oneida Trust/Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust/Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and

WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust/Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and

WHEREAS, the Oneida Business Committee, through BC Resolution 7-12-00-B and the Per Capita Ordinance, has delegated authority to the Oneida Trust/Enrollment Committee to manage trust accounts, to maintain membership rolls to identify persons eligible for per capita payments, to hold administrative hearings regarding eligibility to receive per capita payments, and to approve Tribal Revenue Allocation Plans; and

WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust/Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and

WHEREAS, the Oneida Trust/Enrollment Committee is the official Governing and final authoritative body to carry out all policy and procedures in the operation of the Trust/Enrollment Department; and

WHEREAS, the Oneida Business Committee and the Oneida Trust/Enrollment Committee have each determined that it is in the best interest of the Oneida Tribe that an agreement be reached between the Oneida Business Committee and the Oneida Trust/Enrollment Committee regarding the autonomous administration of the Trust/Enrollment Department and the exercise of the authority delegated to the Oneida Trust/Enrollment Committee; and

WHEREAS, this Memorandum of Agreement is consistent with existing Tribal laws, policies, and procedures concerning the administrative responsibilities of the Oneida Trust/Enrollment Department and the Oneida Trust/Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust/Enrollment Committee have each by resolution approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

1. The administrative duties and governing activities related to the operation and planning of the Trust/Enrollment Department will be by sole approval and sign off authority of the Oneida Trust/Enrollment Committee in accordance with existing Tribal Laws and Policies.

2. The Oneida Trust/Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and approve all enrollment applications pursuant to the Membership Ordinance of July 2, 1984, with final approval of new enrollees by the Oneida Business Committee.

3. All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.

4. The Oneida Trust/Enrollment Committee will direct the Trust/Enrollment Department to expand the data processing base and records located within the Trust/Enrollment Department to include:

   A. The establishment and maintenance of a tribal census on a computerized database and, in the discretion of the Oneida Trust/Enrollment Committee, the distribution of such statistical data to tribal departments upon written request.

   B. The planning and implementation of a program to record and maintain the family tree records of the Tribal Membership for the use of the Oneida Tribe and convenience of Tribal Members who may be authorized by the Oneida Trust/Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.

C. Enrollment information maintained in a computerized database, notwithstanding of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust/Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust/Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust/Enrollment Committee.

D. The Trust/Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.

5. All Trust/Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.

6. Grievances of the Trust/Enrollment Director will be processed by the Oneida Tribal Judical System. All other employee grievances will be processed in accordance with the Oneida Tribal Personnel Policy & Procedures.

7. All contracts, grants, and proposals related to the operation or planning for the Trust/Enrollment Department will be first reviewed and endorsed by the Oneida Trust/Enrollment Committee. Copies will be provided to the Oneida Business Committee as "Information only."

8. The Oneida Trust/Enrollment Committee shall receive 50% of the gross receipts of the Vendors Licensing Revenue collected by the Oneida Tribe's Licensing Department each year upon completion of the Oneida Tribe's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan pursuant to GTC Resolution 6-30-90-A Addendum.

9. The Oneida Trust/Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust/Enrollment Department prior to submission to Oneida General Tribal Council for final approval.

A. The Oneida Tribe's general fund will provide no less than 75% of the Trust/Enrollment Department and the Oneida Trust/Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.

B. In the event the Tribal contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust/Enrollment Committee.

C. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.

10. Long and short-range planning of the Trust/Enrollment Department and the Oneida Trust/Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.

    A. A quorum of both the Oneida Trust/Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.

11. The Oneida Trust/Enrollment Committee will provide written annual and semiannual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.

12. The Oneida Trust/Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust/Enrollment Committee.

13. Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.

14. This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust/Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.

15. In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.

16. This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust/Enrollment Committee election.

17. In the event that there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.

18. Upon satisfaction of the provisions of paragraph 19 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.

19. Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair
Oneida Business Committee
P O Box 365
Oneida WI 54155-0365

Chair
Oneida Trust/Enrollment Committee
P O Box 365
Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

Carole Liggins

Carole Liggins, Chair
Oneida Trust/Enrollment Committee

07/07/15
Date

Cristina Danforth

Cristina Danforth, Chair
Oneida Business Committee

7/7/15
Date

Approved 01-28-2015
Approved 07-25-2012
Approved 06-23-2010
Approved 07-05-2006
Approved 01-12-2005
Approved 04-16-2003
Approved 03-13-2002
Approved 12-31-1992
Approved 02-22-1988