

**WISCONSIN DEPARTMENT OF  
ADMINISTRATION**

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GOVERNOR

**MARC MAROTTA**  
SECRETARY

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June 4, 2004

Mr. Nelsen Wahlstrom  
Oneida Law Office  
PO Box 109  
Oneida WI 54155

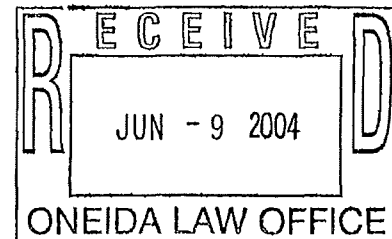
Re: Transfer of Bond From Oneida Utilities Commission to Oneida Tribe

Dear Nelsen,

Enclosed please find one counter-signed Assignment and Assumption Agreement. I think this finishes the process as far as we are concerned. Thank you for your assistance in putting the documents together.

Regards,

Ed Brinson  
Capital Finance Office



**COOPERATIVE WORKING AGREEMENT**  
Between the  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**NATURAL RESOURCES CONSERVATION SERVICE**  
and  
**THE ONEIDA TRIBE OF INDIANS OF WISCONSIN**

**For their Cooperation in the**  
**Conservation of Natural Resources**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), and the Oneida Tribe of Indians of Wisconsin, collectively referred to as the parties, to define clearly the roles and responsibilities of the parties.

**AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

The (Tribal) authority for participation is defined in "Oneida Tribal Constitution, Article IV, Section 1(a)".

The purpose of this agreement is to supplement the Mutual Agreement between the United States Department of Agriculture and Oneida Tribe of Indians of Wisconsin. This cooperative working agreement documents those areas of common interest of the state, federal and local partnership in natural resources conservation.

The customers of the parties to this agreement are individual landowners/land users, Federal and state land management agencies, other individuals, groups, and units of government. The parties mutually agree to provide leadership in resource conservation. To accomplish this we share a commitment to listen, anticipate and respond to our customers' needs; anticipate, identify, and address issues; maintain and improve our grass-roots delivery system; build new alliances to expand our partnership; foster economically viable environmental policies; improve the quality of life for future generations; and conserve and enhance our natural resources.

The parties pledge to work together by advancing and practicing teamwork; including input in the decision making process; communicating, coordinating, and cooperating; sharing training opportunities; promoting mutual respect, support, trust, and honesty; and sharing the leadership and ownership, the credit and the responsibility. A mutual goal is to improve our efficiency and effectiveness by putting quality first; empowering people to make decisions; demonstrating professionalism and dedication; and striving for continuous improvement.

## ROLES AND RESPONSIBILITIES

Each party is responsible for the hiring, management, supervision, development, and evaluation of its own personnel, including creating an environment that supports a diverse workforce. The District Conservationist located in the Green Bay Field Office will be the Liaison for NRCS.

### \*TRAINING

The parties will provide appropriate leadership in administrative and technical training as determined by program needs. Training also includes the orientation of all employees and officials in organization philosophies, programs, authorities, roles and responsibilities of the parties.

Training needs will be assessed for technical staffs involved in current and future technical work and training opportunities will be made available to such staff.

### \*EMPLOYMENT

NRCS will locate one (1) employee at the Tribal Development Headquarters.

1. This employee will be the coordinator for Glacierland RC&D projects and will provide assistance to the Tribe on various projects as required up to twenty percent of his time. *should change*

2. This employee will provide on-site technical assistance, staff training, and local technical assistance under the technical direction of the Brown County District Conservationist. This employee will also assess the needs of Tribe to be addressed by the NRCS and develop such relationships and arrangements as are necessary to fill these needs. The Oneida Nation will participate in the recruitment and selection of the individual to fill this position.

The technical assistance provided by these personnel will remain the responsibility of the District Conservationists of Brown and Outagamie County.

Technical assistance will include soil scientists, soil conservationists, engineers, engineering technicians, soil conservation technicians, and resource specialists as the composite workforce available through the district conservationist in Brown County.

*\**

The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources in developing comprehensive natural resource plans that have mutual interests of the Tribe and surrounding communities.

**\*RESOURCE INVENTORIES**

The parties agree to identify, define, and coordinate the collection and use of resource inventory data. Soils assistance and interpretations will be provided through soil scientists working with current staff to customize soils information, and interpretation as a top priority of staff assistance.

**\*INFORMATION/DATA SHARING**

The parties will designate who has responsibility for collection and maintenance of particular resource information.

*KEY*

The parties will agree to work toward establishing and maintaining accessible data bases.

**\*BOUNDARIES**

The boundaries are exterior boundaries of the 1838 Treaty between the United States and the Oneida tribe. Assistance will be coordinated with the landowners who own land inside the 1838 treaty exterior boundaries and are not tribally owned lands.

**\*MARKETING**

The parties will coordinate their efforts in the communication of program information to their customers.

A mutual presentation of the success of this cooperative effort will be made at the 1996 Intertribal Agriculture Council Meeting.

*P\**

**TECHNICAL STANDARDS**

The parties will adopt the NRCS Field Office Technical Guide (FOTG) and other science-based technical standards, as appropriate, for any technical assistance NRCS provides to the Tribe.

*OK*

**\*JOB APPROVAL**

Each party will assign conservation practice (job approval) authority to its personnel based on employee knowledge, skill and ability levels and within applicable laws and guidelines.

**\*MAINTENANCE OF STANDARDS**

The parties will develop a process to establish and maintain consistent standards in place.

**RECORDS, FACILITIES AND EQUIPMENT**

**\*WORKING SPACE**

OK

The parties will work together to provide office space for the staff personnel specified in \*Employment, above. Desks, phones lines, and computer work spaces will be provided free, and any long distance calls will be charged to or paid for by NRCS.

**\*EQUIPMENT**

The parties will agree to share equipment for common use within established guidelines and procedures.

**\*VEHICLES**

HAVE  
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The parking of one (1) government vehicle at the designated office location is agreed to and the parking of the NRCS employee's private vehicle is also permitted at the office location.

**\*RECORDS MANAGEMENT**

The parties will define legal requirements and limitation for access and use of relevant records.

The parties will agree on the maintenance, update, and disposition of relevant records.

**FUNDING**

The parties will work together to maximize available resources and actively seek funding to accomplish natural resources priorities and programs.

## **FEE FOR SERVICES**

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services which are not provided through federal financial or technical assistance.

## **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal, tribal, and state laws.

## **ACCOUNTABILITY**

The parties will design and implement an outcome based-evaluation system to determine if resource and customer needs are being met. Review will be conducted by mutual consent twice a year to evaluate the effectiveness of this relationship and to make necessary adjustment.

## **SCOPE OF AGREEMENT**

Authority to carry out specific projects or activities, such as transfer of funds, acquisition of services and property, will be established under separate agreement.

## **CIVIL RIGHTS**

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended. The Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

TERMINATION

This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party's giving 60 days written notice to the other parties.

ONEIDA TRIBE OF INDIANS  
OF WISCONSIN

By: Deborah J. Doxtator  
Deborah J. Doxtator, Tribal Chairwoman

Date: 5-8-96

By: Artley Skenandore  
Artley Skenandore, General Manager

Date: 4-4-96

By: Ernest L. Stevens, Sr.  
Ernest L. Stevens, Sr., Development Dir.

Date: 4-3-96

UNITED STATES DEPARTMENT  
OF AGRICULTURE  
NATURAL RESOURCE  
CONSERVATION SERVICE

By: Fernando Monzon

Date: 6-21-96

By: \_\_\_\_\_

Date: \_\_\_\_\_