



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

Telephone: 920-869-4364 • Fax: 920-869-4040

### RESOLUTION # 7-13-05-G

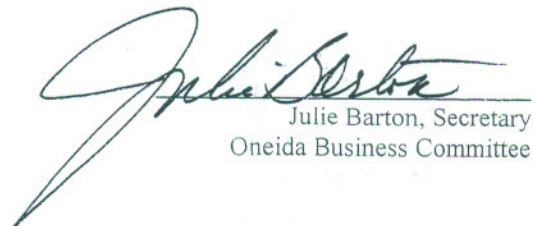
#### CY 2006 Department of Interior/Bureau of Indian Affairs Annual Funding Agreement

- 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 2006 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 Chairwoman 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. 5 members were present at a meeting duly called, noticed, and held on the 13th day of July, 2005; that the foregoing resolution was duly adopted at such meeting by a vote of 4 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 2006**  
**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, & Families
3. Welfare Services

C. Conservation & Natural Resources

1. Forestry
2. Wildlife & Parks



D. Economic & Community Development

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

E. Environmental Services

1. Environmental Quality Services
2. Safety Management

F. Government and Administration

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

**Section 3**

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

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

#### Section 4

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

#### Section 5

**Amount of funds** - Subject only to Congressional action and the terms of this Agreement, the Secretary shall make available to the Tribe the total amount of funds negotiated as they are identified in the attached REPROGRAMMING REQUEST for calendar year 2006.

#### Section 6

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

#### Section 7

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

#### Section 8

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

#### Section 9

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



## Section 10

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

## Section 11

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

## Section 12

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

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

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

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

### Section 13

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

### Section 14

**Trust Programs** - Prior to being granted access to DOI automated trust information technology systems, Tribal employees must successfully complete BIA trust automated technology systems training, the costs of which will be met by the BIA. Further, prior to being granted access to DOI automated information technology systems and DOI trust records in any electronic data or hardcopy format, the Tribe agrees its employees and employees of its contractors must be favorably screened 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 and Secretary agree to the following:  
The Tribe agrees to:

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



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

The Secretary agrees to:

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

## Section 16

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

## Section 17

**Effective Date** - The effective date of this Agreement will be 90 days following the submission of the signed Agreement to the Congress and to the other tribes served by the BIA Agency

Office. The planned effective date is January 1, 2006. Terms of the Agreement and funding amounts will remain in effect unless changed by Congressional action, the promulgation of Federal regulations, or an FA amendment. This Agreement will remain in effect in the event that the effective date of its successor FA is not on or before the expiration date of this FA.

Oneida Tribe of Indians of Wisconsin

BY: \_\_\_\_\_  
Cristina Danforth, Chairwoman  
Oneida Business Committee

DATE: \_\_\_\_\_

UNITED STATES OF AMERICA

BY: \_\_\_\_\_  
Deputy Assistant Secretary,  
Policy and Economic Development

DATE: \_\_\_\_\_



Office of Self Governance  
Self Governance 2006 Annual Funding Agreement - Reprogramming Request

June 24 200  
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	(Info) TRIBAL SHARE	A OSG CUM. BASE	B OSG SHORTFALL BASE	C OSG SHORTFALL REQUEST	D BIA REPROGRAM REQUEST	E=A+B+C+D TOTAL AFA	FN
5	Other Aid to Tribal Government - TPA/AGENCY	39220	0	13,560	0	0	13,560	
10	Self-Governance Compacts - TPA/TRIBAL	39240	0	-166,085	0	0	-166,085	
12	Contract Support (Ongoing) - TPA/AREA	39270	0	0	0	0	0	1
20	Social Services - TPA/AREA	39310	0	6,966	0	0	6,966	
21	Indian Child Welfare Act - TPA/TRIBAL	39320	0	75,000	0	0	75,000	
24	Welfare Assistance Grants - TPA/TRIBAL	39330	0	0	0	0	0	3
25	Housing Improvement Program - TPA/TRIBAL	39370	0	78,700	0	0	78,700	2
29	Scholarships - TPA/AREA	39110	0	336,100	0	0	336,100	
33	Johnson-O'Halley Educational Assis - TPA/TRIBAL	39140	0	133,100	0	0	133,100	
39	Law Enforcement - TPA/AREA	39420	0	0	0	0	0	
40	Community Fire Protection - TPA/TRIBAL	39430	0	12,000	0	0	12,000	
41	Community Fire Protection - TPA/AGENCY	39430	0	1,600	0	0	1,600	
44	Job Placement and Training - TPA/TRIBAL	39535	0	206,000	0	0	206,000	
45	Job Placement and Training - TPA/AGENCY	39535	0	2,991	0	0	2,991	
50	Road Maintenance - TPA/TRIBAL	39550	0	15,672	0	0	15,672	4
56	Agriculture - TPA/TRIBAL	39610	0	3,500	0	0	3,500	
60	Forestry - TPA/AGENCY	39630	0	2,663	0	0	2,663	
75	Other Rights Protection - TPA/AGENCY	39720	0	3,353	0	0	3,353	
78	Real Estate Services - TPA/AGENCY	39770	0	37,280	0	0	37,280	7
81	Real Estate Appraisals (Moved to O - TPA/AGENCY)	39780	0	5,516	0	0	5,516	8
94	Executive Direction - TPA/AGENCY	39810	0	10,029	0	0	10,029	
97	Administrative Services - TPA/AGENCY	39820	0	32,470	0	0	32,470	
102	TPA General Increase - TPA/TRIBAL	39901	0	125,695	0	0	125,695	
103	638 Pay Costs - TPA/TRIBAL	39902	0	94,079	0	0	94,079	
104	Retirement Adjustment - TPA/TRIBAL	39903	0	600	0	0	600	
106	Area and Agency Technical Support - NON TPA	30800	0	9,384	0	0	9,384	
114	Fish Hatchery Operations - NON TPA	31950	0	0	0	0	0	6
115	Fish Hatchery Maintenance - NON TPA	31960	0	0	0	0	0	6
116	Tribal Management and Development - NON TPA	31970	0	59,745	0	0	59,745	6
121	Forestry - NON TPA	33900	0	0	0	0	0	6
122	Water Mgmt. Planning & Pre-Develop - NON TPA	34020	0	0	0	0	0	6
126	Litigation Support - NON TPA	34410	0	0	0	0	0	6
130	Environmental Management - NON TPA	34730	0	0	0	0	0	6
131	Central Office Operations - NON TPA	35000	0	45,000	0	0	45,000	6
149	All Other Aid to Tribal Government - NON TPA	36420	0	7,032	2,344	0	9,376	
150	Social Services - NON TPA	36510	0	4,921	0	0	4,921	
151	Housing Development - NON TPA	36530	0	16,943	0	0	16,943	
153	Economic Development - NON TPA	36710	0	2,062	3,587	0	5,649	
155	Agriculture - NON TPA	36820	0	958	0	0	958	

156 Forestry - NON TPA	36830	0	3,985	0	0	0	3,985
157 Forest Marketing Assistance - NON TPA	36831	0	61	0	0	0	61
159 Wildlife and Parks - NON TPA	36850	0	1,370	0	0	0	1,370
163 All Other Indian Rights Protection - NON TPA	36920	0	1,714	0	0	0	1,714
167 Environmental Quality Services - NON TPA	36970	0	2,226	0	0	0	2,226
168 Executive Direction - NON TPA	36100	0	6,646	1,794	0	0	8,440
169 Administrative Services - NON TPA	36200	0	39,006	13,003	0	0	52,009
171 Safety Management - NON TPA	36210	0	4,812	1,604	0	0	6,416
172 Facilities Management - NON TPA	36270	0	13,476	0	0	0	13,476
176 Law Enforcement - NON TPA	37700	0	0	0	0	61,912	61,912
TOTAL		0	1,250,130	22,332	0	61,912	1,334,374

5

AUTHORIZED FINANCIAL OFFICERS:

Bureau of Indian Affairs - Regional Office

Tribe

Office of Self Governance

1. Funds will be based on a national distribution methodology used by BIA.
2. Funds will be distributed based on HIP eligible applicant data and shall be used in accordance with HIP regulations unless waived.
3. Total funds will be distributed based upon estimated welfare assistance need as reflected in the current mid-year Analysis of Funds Report.
4. Road Maintenance funds that the Tribe is eligible to receive are to be included in the Tribes Funding Agreement for CY 2006. 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 2005 inventory, which is based on accepted updates submitted before June 15, 2005.
5. Any eligible new law enforcement program funding will be determined and added to the funding agreement 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. Any formal agreement entered into will be attached to the FA as an amendment.
8. An MOU between the Tribe and the OST will be attached to the FA.



**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 2006**

**I. AUTHORITY**

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

**II. PURPOSE**

In fiscal year 2002, the management and operation of the Real Estate Appraisal function was transferred from the Bureau of Indian Affairs (BIA) to OST. In FY 2005, funding for the program was transferred to OST. The purpose of this MOU is to detail the coordination, implementation, duties and responsibilities of each party for the Tribe's operation of the OST Real Estate Appraisal function for FY 2006. This MOU shall be attached to the Annual Funding Agreement (AFA) and remain effective until modified and agreed to in writing by the parties.

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

**1. Program Guidance**

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

## 2. Program Responsibilities

### A. Appraisal Procedures

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

### B. Appraisal Log

- a) The Tribe agrees to maintain an appraisal tracking log of all appraisal requests received from the trust landowner. The appraisal log shall be available for review by OST-OAS for reporting purposes. The Tribe agrees to submit the appraisal log to OAS on an annual basis.
- 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 received)
  - iv. Purpose of appraisal
  - v. Legal descriptions



- vi. Size of property appraised
- vii. Intended use of appraisal
- viii. Effective date of appraisal
- ix. Ownership information
- x. Appraiser of record
- xi. Approval date of the appraisal
- xii. Conclusion of value
- xiii. Date transmitted

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

### C. Conflict of Interest

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

### D. Appraisal Contracts

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

### E. 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.

#### **F. Security Clearance**

The Tribe agrees its appraisal employees and contractors must be favorably screened by the OST Security Office pursuant to OMB Circular No. A-130 and DM 441. The Tribe agrees to comply if background investigation and adjudication becomes necessary.

#### **G. Reports**

- a) The Tribe and OST agree to cooperate in the identification and provision of applicable data and information pursuant to Government Performance and Results Act (GPRA) of 1993 (P.L. 103-62). Before providing the information, the Tribe will negotiate with OST-OAS to determine applicable data and information needed to meet the GPRA requirements.
- b) The Tribe agrees to submit its appraisal log to OAS on an annual basis no later than June 15, 2005.
- c) The Tribe agrees to provide backlog information to the Regional Appraiser on a quarterly basis (see B(c)).

#### **H. Miscellaneous Appraisal Issues**

- a) Market studies and consultation reports will be developed in coordination with the OST-OAS Regional Appraiser and in accordance with the USPAP. These market studies and consultation reports will be used to support leasing activities for agricultural and homesite leases. Also included are market studies and analyses for probate and gift deed transactions.
- b) Market analyses for grazing rate studies and appraisals for agricultural leases must be updated in five-year intervals, or as the market dictates, at the request of the Superintendent or the Tribe.

#### IV. OST DUTIES AND RESPONSIBILITIES

- a) 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 receipt by OST-OAS of the appraisal report.
- c) Once appraisals are reviewed and approved, the OST-OAS Regional Appraiser will return the appraisal and review reports to the BIA Superintendent and/or designee for processing.
- d) If an appraisal is not approved, OST-OAS will inform the Tribe within five business days of any deficiency in the appraisal. OST-OAS will work with the Tribe to resolve any deficiency.
- e) OST agrees to compensate the Tribe for the cost of security clearances for up to three tribal appraisers.



## SIGNATURES

The foregoing is hereby agreed to as stated on this \_\_\_\_ day  
of \_\_\_\_\_, 2005.

### Oneida Tribe of Indians of Wisconsin

\_\_\_\_ Representative

\_\_\_\_ Date

### Office of the Special Trustee for American Indians

Camille M. Brown Secretary's Designated Official

01/29/05 Date