



IN REPLY REFER TO:

FOIA 2013-01992

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Pacific Regional Office

2800 Cottage Way

Sacramento, California 95825

SEP 26 2013

Cheryl A. Schmit, Director
Stand Up For California
P.O. Box 355
Penryn, CA 95663

Dear Mrs. Schmit:

We are acknowledging and responding to your Freedom of Information Act (FOIA) request that was received on August 28, 2013. We have assigned FOIA control number 2013-01992 to this request; please refer to the number in any future correspondence.

You had requested us to search for the following:

All documents related generally to the MOU between the Bureau of Indian Affairs and the "California Fee to Trust Consortium"

All documents associated with the MOU related to the Santa Ynez Band of chumash Indians including financial contributions. Documents related to other tribes or individuals involved in, or relationship to, the MOU need not be provided.

In your request you have authorized fees associated with processing this request up to \$50.00 without further authorization. We have determined your request category to be a commercial user. Commercial user requestors are charged fees for cost incurred in document search, review and duplication.

In response to your request, the Bureau of Indian Affairs, Pacific Regional office, has enclosed twenty-two (22) pages of documents. However, the Department of the Interior does not bill for FOIA fees when they do not exceed \$50.00. (43 C.F.R. §2.49). The fee incurred in responding to your request did not exceed \$50.00 and has been waived.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. See U.S.C. §552(c) (2006) & Supp. IV (2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requestors and should not be taken as an indication that excluded records do, or do not, exist.

"As part of the 2007 FOIA amendments, the Office of Government Information Services (OGIS) was created to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. If you are requesting access to your own records (which is considered a Privacy Act request), you should know that OGIS does not have the authority to handle requests made under the Privacy Act of 1974. You may contact OGIS in any of the following ways:

Office of Government Information Services
National Archives and Records Administration
(OGIS) 8601 Adelphi Road
College Park, MD 20740-6001
E-mail: ogis@nara.gov
Web: <http://ogis.archives.gov>
Telephone: 202-741-5770
Facsimile: 202-741-5769
Toll-free: 1-877-684-6448"

Should you have any additional questions, please contact Douglas Garcia, Regional FOIA Coordinator, at (916) 978-6052 or Janice Whipple-DePina, Alternate FOIA Coordinator, at (916) 978-6077.

Sincerely,



Regional Director

Enclosure

cc: BIA FOIA Officer, CO
Realty, PRO

SANTA YNEZ BAND OF CHUMASH INDIANS

P.O. BOX 517

SANTA YNEZ, CA 93460

Tel. 805-688-7997 Fax. 805-686-9578

BUSINESS COMMITTEE

VINCENT ARMENTA, CHAIRMAN
RICHARD GOMEZ, VICE CHAIRMAN
KENNETH KAHN, SECRETARY-TREASURER
DAVID DOMINGUEZ, COMMITTEE MEMBER
GARY PACE, COMMITTEE MEMBER

2011 SEP 12 PM 4:20
PACIFIC REGIONAL
OFFICE

Tad ✓
TZ ✓
cf RPM
9/19/11 you
ET

September 9, 2011

Bureau of Indian Affairs – Pacific Region Office
Attn: Amy Dutschke, Regional Director
2800 Cottage Way, Room 2810
Sacramento, CA 95825

Ms. Dutschke:

Enclosed is the signed original Memorandum of Understanding between California Fee-To-Trust Consortium Tribes and Bureau of Indian Affairs Pacific Regional Office (the MOU) and the Santa Ynez Band of Chumash Indians' Tribal Resolution No. 855-C approving the reprogramming of ATTG funds for the next three years for the purpose of funding the California Fee-To-Trust Program.

Please provide us with a copy of the MOU once you have signed it.

Please contact me with any questions you may have. I can be reached at (805) 688-7997 ext. 10.

Very truly yours,



Pat Shoemaker
Tribal Executive Assistant

Enclosures: FTT Consortium MOU
Tribal Resolution No. 855-C

Received
RES 9-14-11



Santa Ynez Band of Chumash Indians

P.O. Box 517 • Santa Ynez, CA 93460
805-688-7997 • Fax 805-686-9578
www.santaynezchumash.org

TRIBAL OPERATIONS

Res. No.:

Date Rec'd. 10/12/11

Initials NCR

BUSINESS COMMITTEE

Vincent Armenta, *Chairman*
Richard Gomez, *Vice Chairman*
Kenneth Kahn, *Secretary/Treasurer*
David D. Dominguez, *Committee Member*
Gary Pace, *Committee Member*

SCA-SZ-01-12

RESOLUTION #855-C

Re: **Approving the reprogramming of ATTG funds in the amount of \$50,000 annually for the next three years for the purpose of funding the California Fee-to-Trust Program.**

WHEREAS: The Santa Ynez Band of Chumash Indians is a federally-recognized Indian Tribe under the Department of the Interior, Bureau of Indian Affairs; and

WHEREAS: The lack of land for housing, community and economic development is one of the foremost issues facing California tribes; and

WHEREAS: The Tribe has identified land acquisition as a priority and desires to preserve land by putting fee land into trust for the Tribe; and

WHEREAS: The Santa Ynez Band of Chumash Indians and other California Indian Tribes presently have Fee-to-Trust applications pending with the Bureau of Indian Affairs or contemplate filing applications within the near future; and

Whereas: The Bureau of Indian Affairs has limited resources due to staffing cutbacks and other internal problems that has resulted in a back log of Fee-to-Trust applications; and

Whereas: The Tribal Business Council has met with other California Tribes and developed a strategy to assist in the timely processing of applications; and

Whereas: The strategy requires the Tribe to reprogram \$50,000.00 of its ATTG for FY2012, FY2013, FY2014 into a special Bureau account for the express purpose of expanding the Realty and Environmental Services in the area of Fee-to-Trust acquisitions by funding the California Fee-to-Trust Program.

NOW, THEREFORE BE IT RESOLVED that the Santa Ynez General Council as the governing body of the Santa Ynez Band of Mission Indians hereby authorizes the reprogramming of \$50,000.00 of the FY2012, FY2013 and FY2014 ATTG funds into the California Fee-to-Trust Program.

BE IT FURTHER RESOLVED that the activities conducted with these funds will be in accordance with the California Fee-to-Trust Project Memorandum of Understanding, attached to and incorporated as part of this resolution and which the Tribe shall become a signatory of and be bound by its terms.

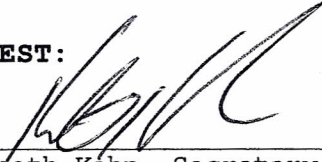
CERTIFICATION

This is to certify that the above Resolution was approved and adopted by the General Council of the Santa Ynez Band of Chumash Indians. The above Resolution was mailed out to ballot pursuant to the governing document of the Tribe, the Articles of Organization, on June 24, 2011 and the votes were counted on July 8, 2011 and the count was: 56 in favor, 13 opposed, and 2 abstaining.



Vincent Armenta, Tribal Chairman

ATTEST:



Kenneth Kahn, Secretary-Treasurer

Santa Ynez

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA FEE TO TRUST CONSORTIUM TRIBES
And
BUREAU OF INDIAN AFFAIRS PACIFIC REGIONAL OFFICE

This Memorandum of Understanding (hereinafter the "Agreement") is entered into by and between the California Fee-to-Trust Consortium Tribes (hereinafter the "Consortium") and the Department of the Interior, Bureau of Indian Affairs Pacific Regional Office, (hereinafter "PRO") (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 Consortium tribes (hereinafter the "Project").

RECITALS

- A. The need for increased land base is imperative to the tribes of California. Most tribes do not have sufficient land to meet current housing; community and economic development needs and a significant number have no land at all.
- B. A number of factors have combined to make it difficult for current California Regional and Agency staff to manage the fee-to-trust acquisition needs. Consequently a backlog of applications currently exists which is compounded by the increasing number of applications filed each year.
- C. The gap between land into trust applications and land being accepted into trust by the Secretary of the Interior is widening.
- D. The authority of the Bureau of Indian Affairs to re-program TPA funds to this Project is found at 25 U.S.C § 123c, § 458 cc (b) (3) and § 450j (j), 516 DM 6, appendix 4, National Environmental Policy Act Revised Implementing Procedures, 602 DM 2, Land Acquisitions; Hazardous Substances Determinations, and 151 Cong. Rec. S7336 (2005).
- E. The reference to the Pacific Regional Office acknowledges that the Pacific Regional Office has responsibility, and accountability for the administration of the California Regional and Agency staff.

TERMS AND CONDITIONS

I. CONSORTIUM AGREEMENT TERM

- 1. This Agreement shall be in effect for three (3) years beginning the Fiscal Year October 1, 2011 through FY ending September 30, 2014, at which time it shall be reviewed for possible extension.

2. If the Consortium has not voted to renew this Agreement 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 fiscal year and the terms and conditions contained herein will terminate.

II. MEMBERSHIP

1. Conditions Precedent/Eligibility

- (a) The Tribal Resolution: Participation in the Project will not become effective until the Consortium Project Leader (as defined Section IV(1)) has received a signed Tribal Resolution from the interested Tribe (a sample is attached), which contains an acknowledgement of the minimum required financial contribution and 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 sign the Agreement and complete any additional paperwork necessary to facilitate the re-programming of TPA funds to the Project.
- (c) In addition to the Tribal Resolution, Tribes will submit a letter identifying the designated tribal representative and alternates for the purpose of representation at Consortium meetings. Consortium Tribes reserve the right to change the names of individual tribal representatives at their discretion.

2. Minimum Financial Participation

- (a) Tribes may participate by contributing a minimum of three thousand dollars (\$3,000.00) per fiscal year from their TPA funds for three consecutive years.
- (b) Newly recognized Tribes that have not received their TPA funds may have their minimum contribution waived until they have received their TPA.

III. ADVISORY COMMITTEE

1. Purpose

- (a) The Fee-To-Trust Consortium Advisory Committee (hereinafter the "Committee") comprised of Consortium members, will serve in an advisory capacity acting as a liaison between the Consortium tribes and the PRO staff to assure that the terms and conditions of this Memorandum of Understanding are fulfilled.
- (b) The Committee will help Consortium staff develop agenda and provide assistance in facilitating regular Consortium and Committee meetings and will develop procedures and guidelines to govern the conduct of the Committee.

IV. CONSORTIUM EMPLOYEES

1. Scope of Work.

- (a) The Consortium Project leader will be the PRO Lead Realty Specialist, hereinafter "PRO-LRS"). The PRO-LRS will be responsible for seeing that the BIA

Consortium staff will adhere to the duties and responsibilities required for the processing of Fee-To-Trust Applications for Consortium Tribes.

- (b) The Parties agree that the BIA personnel for the Consortium shall be governed by the terms of this Agreement. Any conflict involving the duties and/or responsibilities of the personnel shall be resolved in accordance with this Agreement and the PRO personnel policies. Federal employee personnel rights are governed by Title 5 of the U.S.C.A. Statutory rights and obligations will not be superceded by this Agreement.

2. Selection of Employees.

- (a) It is agreed that the process for selecting Consortium staff for filling of the Consortium positions will follow federal personnel rules and regulations. The position descriptions and interviewing of prospective candidates will be performed by the PRO.
- (b) The PRO will inform the Advisory Committee of selection criteria and the Advisory Committee may make recommendations.
- (c) The PRO will make the final employee selections and will inform the Consortium of the selected employees.

V. RECORD KEEPING

1. Accounts.

- (a) Complete books of account of the Project's operations, in which each Project transaction shall be fully and accurately entered, shall be kept at the Project's principal office (the PRO), under the care of the PRO-LRS, and at such other locations as the PRO-LRS and Committee shall determine from time to time and shall be open to inspection and copying on reasonable notice by any authorized Consortium member representative during normal business hours. The costs of such inspection and copying shall be borne by the particular Consortium member.
- (b) PRO acknowledges that it has established a separate and distinct account from other BIA Realty operations for the Project.

2. 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 provisions of this Agreement. The fiscal year of the Project shall be October 1 through September 30.

3. Records. At all times during the term of existence of the Project, the PRO-LRS shall keep or cause to be kept the books of account referred to in Section IV, together with:

- (a) A current list of the contact information, which also identifies the Consortium member contribution;
- (b) A copy of this Agreement and any other operating documents (if any);
- (c) Financial statements of the Project for the six most recent fiscal years;
- (d) The books and Records (including budgets) of the Project as they relate to the

Project's internal affairs for the current and past four fiscal years.

4. Status Reports. A minimum of once per quarter, the PRO-LRS shall cause to be prepared a Fee-To-Trust Consortium member land into trust status report. The reports shall be delivered at the quarterly Fee-To-Trust Consortium meetings or by mail; whichever is reasonably calculated to provide the member with the information in a timely manner.

VI. **MEETINGS: REGULAR, SPECIAL, LOCATION, NOTICE, CALL, AND QUORUM.**

1. Regular meetings. Regular meetings of the Consortium shall be held once every quarter, unless waived by a quorum of the Consortium.
2. Special Meetings. The PRO-LRS, the Committee, or Consortium members representing at least 50% of the Consortium members shall call special meetings at any time. If a meeting of the Consortium is called by the Consortium members, notice of the call shall be delivered to the PRO-LRS and the Fee-to-Trust Advisory Committee.
3. Location. Meetings may be held at the PRO or at such other location as may be designated by the Consortium. Effort shall be made to assure that a reasonable split between locations throughout Northern, Central and Southern California is achieved.
4. Notice. Following the call of a meeting, the PRO-LRS shall give notice of the meeting no less than fourteen, or more than 60 calendar days prior to the date of the meeting to all Consortium members. The notice shall state the place, date, and hour of the meeting and the general nature of business to be discussed.
5. Quorum/Voting.
 - (a) A quorum at any meeting of the Consortium members shall consist of at least thirty percent (30%) of the Consortium members.
 - (b) There will be one vote per tribe.
6. Minutes.
 - (a) The PRO-LRS, Fee-to-Trust Advisory Committee and/or Consortium will dedicate an individual to serve as secretary of the meetings.
 - (b) A draft of the minutes will be prepared and distributed to Consortium members within 14 days of the meeting for comment and verification before becoming part of the record of the Project.

VII. **GENERAL PROVISIONS**

1. Freedom of Information Act (FOIA). 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 and a copy of the response and enclosures.

2. Notices. All notices hereunder shall be given in writing by mail (postage prepaid), messenger or facsimile. The earlier of: (a) actual receipt; (b) the date of messengering, telecopying or of personal delivery (provided written confirmation is received); or (c) 3 business days after the date of mailing, shall be deemed to be the date of service.

Mail and Messenger:

United States Department of the Interior	Consortium Members
Bureau of Indian Affairs	Addresses attached
2800 Cottage Way	
Sacramento, California 95825	
Attention: California Tribal Fee to Trust Consortium PRO Lead Realty Specialist	

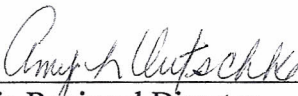
3. Dispute Resolution. Any dispute as to the interpretation of any provision of this Agreement will be submitted to the Committee who will review all relevant material pertaining to the dispute. The Committee will issue a written decision. The Committee may not issue any decision in contravention of 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.
4. Entire Agreement. 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, warranty or representation other than expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, duly enacted pursuant to Section VII(5) of this Agreement or set forth in writing and signed by the Parties to be bound thereby; and this Agreement may not be changed or modified except by a duly enacted amendment pursuant to Section VII(5) of this Agreement or an agreement in writing signed by the Parties.
5. Amendment. This agreement may be amended by a majority of the Consortium Tribes at a duly noticed and held meeting of the Consortium and with the concurrence of the BIA Pacific Regional Office.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Consortium Members, Consortium staff and its successors and assigns, and executive and employees, agents, and legal representatives.
7. Dissolution/Withdrawal
- The Consortium may be dissolved by the affirmative vote of a 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.
 - A Tribe may withdraw from the Consortium for the remainder of the term of this

agreement by giving written notice, by Tribal Resolution, of such intent to the Consortium PRO-LRS at least 90 days prior to the end of the then-current fiscal year.

CERTIFICATION

This Agreement entered into by the between the Consortium members set forth below, and the Pacific Regional Director does hereby take effect beginning the Fiscal Year October 1, 2011 through FY ending September 30, 2014 at which time this Agreement may be extended, amended, or rescinded.

Bureau of Indian Affairs, Pacific Regional Office

By: 
Pacific Regional Director

Dated: 10/19/11

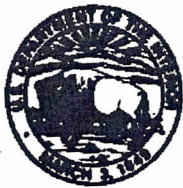
Consortium Member (Tribe): Santa Ynez Band of Chumash Indians

By: 
Vincent Armenta
Tribal Chairman

Dated: 8-3-11

Tribal Resolution # 855-C

Dated: 7-8-11



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

APR 20 2011

Dear Fee to Trust Consortium Members:

The California Fee-to-Trust Consortium has scheduled its next quarterly meeting for May 11, 2011 at the San Pasqual Band of Mission Indians Casino Events Center, located at 16300 Nyemii Pass Road, Valley Center, California 92082.

A block of rooms has been set aside for the evening of May 10th, and also for May 11, 2011, under FTT meeting at a rate of \$99-109.00 per night. Reservations can be made at (760) 291-5500.

As a reminder, it is time to renew the California Fee-to-Trust Consortium MOU for FY 2012-2014. For those tribes who plan to renew their Consortium membership, we request the submission of the following documents to the above address as soon as possible, but no later than September 30, 2011.

Enclosed is a tentative agenda for the upcoming quarterly meeting for your review and input. Additionally, we are including a copy of the "draft" minutes from our previous quarterly meeting that was held on August 11, 2010.

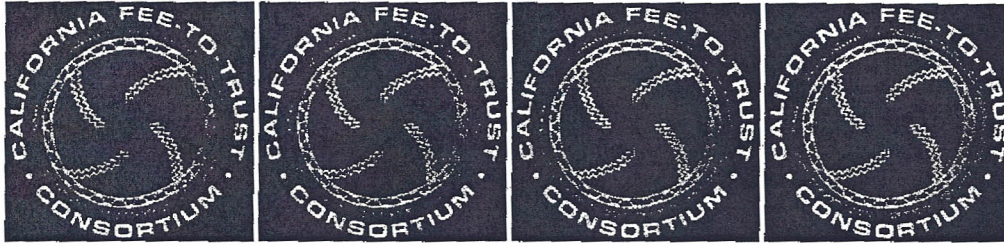
If you have any questions, please contact Lorrae Russell, at (916) 978-6071 or Arvada Wolfen, at (916) 978-6069.

Sincerely,


Acting Regional Director

Enclosures

TAKE PRIDE
IN AMERICA 



California Fee to Trust Consortium

Quarterly Meeting
Wednesday, May 11, 2011
San Pasqual Reservation
Valley Center, CA

- 8:30 a.m. – 9:00 a.m. Breakfast- Sponsored by San Pasqual Tribe
- 9:00 a.m. – 9:15 a.m. Welcome by Consortium Advisory Committee
Chairman
- Prayer
 - Roll Call
 - Approve minutes from the August 11, 2010 meeting
- 9:15 a.m. – 10:00 a.m. BIA reports:
- Budget
 - Status of Pending Fee-to-Trust Applications
 - Environmental report
 - MOU for FY 2012-2014
- 10:00 a.m. – 11:00 a.m. Presentations (plug in)/Legislative Updates
- 11:00 a.m. – 12:00 p.m. Presentations (plug in)/Spotlight Tribe
- 12:00 p.m. - 1:00 p.m. Lunch
- 1:15 p.m. – 3:30 p.m. Presentations (plug in)/Environmental or Technical Assistance
- 3:30 p.m. – 4:00 p.m. New Business
- 4:00 p.m. Set next meeting/Adjourn

Schedule date and location of next Fee-to-Trust Consortium meeting

ADJOURN



IN REPLY REFER TO

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Pacific Regional Office
2800 Cottage Way
Sacramento, California 95825

JAN 12 2011

Dear Fee to Trust Consortium Members:

The California Fee-to-Trust Consortium has scheduled its next quarterly meeting for February 9, 2011 at the Pacific Regional Office, located at 2800 Cottage Way, Sacramento, California 95825 in the Conference Room No. C1001, located in the cafeteria building.

As a reminder, it is time to renew the California Fee-to-Trust Consortium MOU for FY 2012-2014. For those tribes who plan to renew their Consortium membership, we request the submission of the following documents to the above address as soon as possible, but no later than September 30, 2011.

1. MOU signed and dated by the Tribal Chairperson.
2. Tribal Resolution from the Tribe (sample enclosed) which contains an acknowledgement of the financial contribution and commitment of the required TPA funds. Tribes may participate by contributing a minimum of three thousand dollars (\$3,000) per fiscal year from their TPA funds for three consecutive years.
3. A letter from the Tribe identifying the designated tribal representative and alternates for the purpose of representation at the Consortium meetings.

Enclosed is a tentative agenda for the upcoming quarterly meeting for your review and input. Additionally, we are including a copy of the "draft" minutes from our previous quarterly meeting that was held on August 11, 2010.

If you have any questions, please contact Lorrae Russell, at (916) 978-6071 or Arvada Wolfen, at (916) 978-6069.

Sincerely,

Regional Director

Enclosures

TAKE PRIDE
IN AMERICA 



California Fee to Trust Consortium

Quarterly Meeting
Wednesday, February 9, 2011
Pacific Regional Office
2800 Cottage Way
Sacramento, CA 95825

Cafeteria building room C-1001

- 8:30 a.m. – 9:00 a.m. Breakfast- Sponsored by BIA
- 9:00 a.m. – 9:15 a.m. Welcome by Dale Miller, Consortium Advisory
Committee Chairman
- Prayer
 - Roll Call
 - Approve minutes from the August 11, 2010 meeting
- 9:15 a.m. – 9:45 a.m. BIA reports:
- Budget
 - Status of Pending Fee-to-Trust Applications
 - Environmental report
 - MOU for FY 2012-2014
- 9:45 a.m. – 10:15 a.m. Harvard Honoring Nations Award discussion
- 10:15 a.m. – 11:00 a.m. New Business
Election for one position on the Advisory Committee
Southern California

Schedule date and location of next Fee-to-Trust Consortium meeting

ADJOURN

MEMORANDUM OF UNDERSTANDING
Between
CALIFORNIA FEE TO TRUST CONSORTIUM TRIBES
And
BUREAU OF INDIAN AFFAIRS PACIFIC REGIONAL OFFICE

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RECITALS

- A. The need for increased land base is imperative to the tribes of California. Most tribes do not have sufficient land to meet current housing; community and economic development needs and a significant number have no land at all.
- B. A number of factors have combined to make it difficult for current California Regional and Agency staff to manage the fee-to-trust acquisition needs. Consequently a backlog of applications currently exists which is compounded by the increasing number of applications filed each year.
- C. The gap between land into trust applications and land being accepted into trust by the Secretary of the Interior is widening.
- D. The authority of the Bureau of Indian Affairs to re-program TPA funds to this Project is found at 25 U.S.C § 123c, § 458 cc (b) (3) and § 450j (j), 516 DM 6, appendix 4, National Environmental Policy Act Revised Implementing Procedures, 602 DM 2, Land Acquisitions; Hazardous Substances Determinations, and 151 Cong. Rec. S7336 (2005).
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2. If the Consortium has not voted to renew this Agreement 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 fiscal year and the terms and conditions contained herein will terminate.

II. MEMBERSHIP

1. Conditions Precedent/Eligibility

- (a) The Tribal Resolution: Participation in the Project will not become effective until the Consortium Project Leader (as defined Section IV(1)) has received a signed Tribal Resolution from the interested Tribe (a sample is attached), which contains an acknowledgement of the minimum required financial contribution and 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 sign the Agreement and complete any additional paperwork necessary to facilitate the re-programming of TPA funds to the Project.
- (c) In addition to the Tribal Resolution, Tribes will submit a letter identifying the designated tribal representative and alternates for the purpose of representation at Consortium meetings. Consortium Tribes reserve the right to change the names of individual tribal representatives at their discretion.

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III. ADVISORY COMMITTEE

1. Purpose

- (a) The Fee-To-Trust Consortium Advisory Committee (hereinafter the "Committee") comprised of Consortium members, will serve in an advisory capacity acting as a liaison between the Consortium tribes and the PRO staff to assure that the terms and conditions of this Memorandum of Understanding are fulfilled.
- (b) The Committee will help Consortium staff develop agenda and provide assistance in facilitating regular Consortium and Committee meetings and will develop procedures and guidelines to govern the conduct of the Committee.

IV. CONSORTIUM EMPLOYEES

1. Scope of Work.

- (a) The Consortium Project leader will be the PRO Lead Realty Specialist, hereinafter "PRO-LRS"). The PRO-LRS will be responsible for seeing that the BIA

Consortium staff will adhere to the duties and responsibilities required for the processing of Fee-To-Trust Applications for Consortium Tribes.

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- (b) The PRO will inform the Advisory Committee of selection criteria and the Advisory Committee may make recommendations.
- (c) The PRO will make the final employee selections and will inform the Consortium of the selected employees.

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1. Accounts.

- (a) Complete books of account of the Project's operations, in which each Project transaction shall be fully and accurately entered, shall be kept at the Project's principal office (the PRO), under the care of the PRO-LRS, and at such other locations as the PRO-LRS and Committee shall determine from time to time and shall be open to inspection and copying on reasonable notice by any authorized Consortium member representative during normal business hours. The costs of such inspection and copying shall be borne by the particular Consortium member.
- (b) PRO acknowledges that it has established a separate and distinct account from other BIA Realty operations for the Project.

2. 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 provisions of this Agreement. The fiscal year of the Project shall be October 1 through September 30.

3. Records. At all times during the term of existence of the Project, the PRO-LRS shall keep or cause to be kept the books of account referred to in Section IV, together with:

- (a) A current list of the contact information, which also identifies the Consortium member contribution;
- (b) A copy of this Agreement and any other operating documents (if any);
- (c) Financial statements of the Project for the six most recent fiscal years;
- (d) The books and Records (including budgets) of the Project as they relate to the

Project's internal affairs for the current and past four fiscal years.

4. Status Reports. A minimum of once per quarter, the PRO-LRS shall cause to be prepared a Fee-To-Trust Consortium member land into trust status report. The reports shall be delivered at the quarterly Fee-To-Trust Consortium meetings or by mail; whichever is reasonably calculated to provide the member with the information in a timely manner.

VI. MEETINGS: REGULAR, SPECIAL, LOCATION, NOTICE, CALL, AND QUORUM.

1. Regular meetings. Regular meetings of the Consortium shall be held once every quarter, unless waived by a quorum of the Consortium.
2. Special Meetings. The PRO-LRS, the Committee, or Consortium members representing at least 50% of the Consortium members shall call special meetings at any time. If a meeting of the Consortium is called by the Consortium members, notice of the call shall be delivered to the PRO-LRS and the Fee-to-Trust Advisory Committee.
3. Location. Meetings may be held at the PRO or at such other location as may be designated by the Consortium. Effort shall be made to assure that a reasonable split between locations throughout Northern, Central and Southern California is achieved.
4. Notice. Following the call of a meeting, the PRO-LRS shall give notice of the meeting no less than fourteen, or more than 60 calendar days prior to the date of the meeting to all Consortium members. The notice shall state the place, date, and hour of the meeting and the general nature of business to be discussed.
5. Quorum/Voting.
 - (a) A quorum at any meeting of the Consortium members shall consist of at least thirty percent (30%) of the Consortium members.
 - (b) There will be one vote per tribe.
6. Minutes.
 - (a) The PRO-LRS, Fee-to-Trust Advisory Committee and/or Consortium will dedicate an individual to serve as secretary of the meetings.
 - (b) A draft of the minutes will be prepared and distributed to Consortium members within 14 days of the meeting for comment and verification before becoming part of the record of the Project.

VII. GENERAL PROVISIONS

1. Freedom of Information Act (FOIA). 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 and a copy of the response and enclosures.

2. Notices. All notices hereunder shall be given in writing by mail (postage prepaid), messenger or facsimile. The earlier of: (a) actual receipt; (b) the date of messengering, telecopying or of personal delivery (provided written confirmation is received); or (c) 3 business days after the date of mailing, shall be deemed to be the date of service.

Mail and Messenger:

United States Department of the Interior	Consortium Members
Bureau of Indian Affairs	Addresses attached
2800 Cottage Way	
Sacramento, California 95825	
Attention: California Tribal Fee to Trust Consortium PRO Lead Realty Specialist	

3. Dispute Resolution. Any dispute as to the interpretation of any provision of this Agreement will be submitted to the Committee who will review all relevant material pertaining to the dispute. The Committee will issue a written decision. The Committee 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.
4. Entire Agreement. 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, warranty or representation other than expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, duly enacted pursuant to Section VII(5) of this Agreement or set forth in writing and signed by the Parties to be bound thereby; and this Agreement may not be changed or modified except by a duly enacted amendment pursuant to Section VII(5) of this Agreement or an agreement in writing signed by the Parties.
5. Amendment. This agreement may be amended by a majority of the Consortium Tribes at a duly noticed and held meeting of the Consortium and with the concurrence of the BIA Pacific Regional Office.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Consortium Members, Consortium staff and its successors and assigns, and executive and employees, agents, and legal representatives.
7. Dissolution/Withdrawal
 - (a) The Consortium may be dissolved by the affirmative vote of a 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 Consortium for the remainder of the term of this

agreement by giving written notice, by Tribal Resolution, of such intent to the Consortium PRO-LRS at least 90 days prior to the end of the then-current fiscal year.

CERTIFICATION

This Agreement entered into by the between the Consortium members set forth below, and the Pacific Regional Director does hereby take effect beginning the Fiscal Year October 1, 2011 through FY ending September 30, 2014 at which time this Agreement may be extended, amended, or rescinded.

Bureau of Indian Affairs, Pacific Regional Office

By: _____
Pacific Regional Director

Dated: _____

Consortium Member (Tribe): <your Tribe's name here>

By: _____
<name of Tribal leader>
Tribal Chairperson

Dated: _____

Tribal Resolution # _____

Dated: _____

SAMPLE RESOLUTION

A RESOLUTION APPROVING THE REPROGRAMMING OF TPA FUNDS IN THE AMOUNT OF \$____ ANNUALLY FOR THE NEXT THREE YEARS FOR THE PURPOSE OF FUNDING THE FEE-TO-TRUST PROGRAM

WHEREAS, _____ IS A FEDERALLY RECOGNIZED Indian Tribe with the inherent sovereignty to make its own law and be governed by them; and

WHEREAS, _____ adopted a Constitution and Bylaws and the Tribal Resolution adopting such Constitution and Bylaws was accepted and approved by the Department of Interior, Bureau of Indian affairs; and

WHEREAS, _____ Constitution and Bylaws authorizes the Tribal Council to plan and manage all economic affairs of the Reservation/Rancheria; and

WHEREAS, the Tribe has identified land acquisition as a priority and desires to preserve land by putting fee land into trust for the Tribe and/or Tribal members; and

WHEREAS, the Tribe and other California Indian Tribes presently have fee-to-trust applications pending with the Bureau of Indian Affairs or contemplate filing applications within the near future; and

WHEREAS, the Bureau of Indian Affairs has limited resources due to staffing cutbacks and other internal problems that has resulted in a back log of Fee-to-Trust applications, and

WHEREAS, the Tribal Council has met with other California Tribes and developed a strategy to assist in the timely processing of applications, and

WHEREAS, the strategy requires the Tribe to reprogram \$____ of its TPA for FY 2012, 2013, and 2014 for the express purpose of expanding the Realty and Environmental Services in the area of Fee-to-Trust acquisitions by funding the California Fee-to-Trust Program.

NOW THEREFORE BE IT, the Tribal Council approves the reprogramming of \$____ of its TPA funds for FY 2012, 2013 and 2014 for the express purpose of expanding the Realty and Environmental Services in the area of Fee-to-Trust acquisitions by funding the California Fee-to-Trust Program.

BE IT FURTHER RESOLVED that the activities conducted with these funds will be in accordance with the Fee-to-Trust Project Memorandum of Understanding, which the Tribe shall become a signatory of and be bound by its terms.

CERTIFICATION