

INTERGOVERNMENTAL AGREEMENT

Between

ONEIDA TRIBE OF INDIANS OF WISCONSIN

and

OUTAGAMIE COUNTY, WISCONSIN

THIS AGREEMENT, entered into in duplicate, by and between the ONEIDA TRIBE OF INDIANS OF WISCONSIN, a federally recognized and treaty tribe, P.O. Box 365, Oneida, Wisconsin 54155, hereinafter referred to as "Oneida Nation", and Outagamie County, a local government organized under the laws of the State of Wisconsin, hereinafter referred to as "County," 410 S. Walnut Street, Appleton, Wisconsin, 54911.

WITNESSETH:

WHEREAS, the County and the Oneida Nation have been good neighbors and desire the spirit of cooperation to continue between the two governments; and

WHEREAS, the Oneida Nation owns property both within the Oneida Indian Reservation and within the County; and

WHEREAS, Oneida Nation submits periodically applications to the United States Department of Interior to place real property owned in fee simple absolute by the Oneida Nation into trust to be held by the United States government for the benefit of the Oneida Nation, and

WHEREAS, such acquisition into trust may impact the budget planning process of the County, and

WHEREAS, the Oneida Nation desires to develop a land into trust process that is efficient and recognizes the interests of the County, and

WHEREAS, the County supports the transmission of Oneida Nation fee land to federal trust protection and desires to be noticed prior to the Oneida Nation's submission of a trust land acquisition, and

WHEREAS, the County, under the laws of the State of Wisconsin and the United States of America, is required to provide certain services to the Oneida Nation properties regardless of fee or trust status of the land; and

WHEREAS, the parties desire the impact of land into trust on the parties to be governed by the terms of this Agreement, and

WHEREAS, the Oneida Nation and the County enjoy a relationship of mutual trust and respect; and

WHEREAS, it is mutually beneficial to both governments to put their understandings in writing.

NOW, THEREFORE, BE IT RESOLVED, Oneida Nation and County mutually agree on terms and conditions as follows:

1. **TERM:** The term of this Agreement begins on January 1, 2006 and terminates on December 31, 2016. The Agreement will renew automatically for two subsequent five year terms after the aforementioned initial term, with the same terms and conditions, or modifications as agreed upon by the parties. It is further intended by the Oneida Nation and the County that the terms of this Agreement are binding only for so long as the gaming compact between the Oneida Nation and the State of Wisconsin exists.
2. **FEE TO TRUST IMPACT MITIGATION AND PROCESS:**
 - a. **FEE TO TRUST MITIGATION:** Oneida Tribe shall contribute to County for the purpose of mitigating the impact on the County of land taken into trust by the United States for the benefit of the Oneida Nation ninety thousand dollars and 00/100 (\$90,000.00) for the first year of this agreement. Contributions for subsequent years will increase six thousand six hundred fifty dollars and 00/100 (\$6,650.00) per annum in years two (2) through ten (10) year of this Agreement. Maximum payment shall not exceed one hundred forty nine thousand eight hundred fifty dollars and 00/100 (\$149,850.00) per annum during the term of this Agreement.
 - b. **PAYMENT:** Aforementioned contributions will be due on or before January 31st of each year by the Oneida Nation to the County. The County will generate an invoice for the Oneida Nation for the amount due and owed to the County no less than thirty days prior to the above due date.
 - i. Contributions may be withheld for violation of this Agreement. Contributions withheld will be made upon resolution of outstanding violations of the Agreement.
3. **ONEIDA LAND INTO TRUST:** The County will not oppose the Oneida Nation's application to place fee land into trust if the parcel meets any of the following conditions:
 - (1) the parcel is land which the Oneida Nation owns in fee simple as of the date of this Agreement and the County has reviewed the list and indicated no objections to said list;
 - (2) the parcel is land in which the Oneida Nation acquires a fee simple interest

subsequent to the date of this Agreement provided the land had previously been owned by a tax exempt entity for five or more years prior to acquisition by the Oneida Nation, (3) the parcel is other land in which the Oneida Nation acquires a fee simple interest subsequent to the date of this Agreement and the land sits within the exterior boundaries of the original 1838 reservation provided that the County determines on a case by case basis that such status will not be contrary to the best interests of the County. In its determination on a case-by-case basis, the County agrees that its rationale for any opposition for land into trust will be based on the following grounds that are recognized under applicable federal law for objecting to the acquisition of trust land. For parcels governed under sub. (3), the Oneida Nation shall submit the trust land acquisition request to the County for review prior to filing an acquisition request with the Bureau of Indian Affairs or any other applicable federal authority. The County shall have 30 days to determine whether to object to the acquisition and shall state its reasons for doing so. If an objection is filed, the County and the Oneida Nation will enter into mediation. If the mediation process exceeds 60 days, Oneida Nation may file the application for trust acquisition with the applicable federal authorities unless the parties agree to an extension of the mediation process. Unresolved objections shall be processed through the review procedures set forth in 25 CFR Section 151. If the Oneida Nation does not submit the trust land acquisition request to the County prior to filing with the applicable federal authorities, the County retains all rights to comment and object to the acquisition request pursuant to 25 CFR Section 151.

4. **LIBRARY SERVICES:** Library services shall be provided by the Oneida Tribe of Wisconsin to residents of Outagamie County and compensation for such services shall be governed by this agreement. Compensation for library services provided by the Oneida Nation to the County will be as follows: Oneida Nation provides library services to the County and shall be compensated based on an annual review of the comparable cost of similar sized Libraries and similar cost structures. The negotiated amount for 2005 shall be \$26,726 and for 2006 shall be \$23,700 pursuant to the Outagamie Waupaca Library System amended formula.
5. **INFORMATION SHARING:** The Planning Departments of the Oneida Nation and the County will collaborate on mapping and share data bases concerning issues of mutual interest and concern such as, but not limited to, parcel information, zoning, land use, land ownership status, census information, archeological/historical background (with certain limitations on sensitive sites and public access), utilities, roads and rights of way, etc. Either party may restrict information that they determine should remain confidential.
6. **ANNUAL MEETING TO REVIEW AND ANALYZE COUNTY-TRIBE EMERGENCY SERVICES PLANNING:** Representatives of the parties will meet at least once annually to review emergency responder coordination, public safety strategy, disaster mitigation and recovery, and other issues related to emergency service short and long-range planning. These representatives will develop a report for submission to the

Tribe and County detailing readiness, suggestions for improvement, and recommendations for allocation of funds associated with this Agreement.

7. **DISPUTE RESOLUTION FOR AGREEMENT:** In the event either party believes that the other party has failed to comply with any requirements of this Agreement, or agreements associated with this Agreement, it may invoke the following procedures:
 - a. The party asserting the noncompliance will serve written notice on the other party, namely, the County Executive and the Oneida Tribal Chairperson. The notice will identify the specific statutory, regulatory, or Agreement provision alleged to have been violated and will specify the factual basis for the alleged noncompliance. The County and the Oneida Nation will thereafter meet within fifteen (15) days in an effort to resolve the dispute.
 - b. In the event the dispute is not resolved to the satisfaction of the parties within thirty (30) days after the service of the notice, the dispute may be adjudicated in Federal District Court.
 - c. The County and the Oneida Nation consent to suit in Federal District Court for enforcement of this Agreement. The County and Oneida Nation also specifically waive sovereign immunity for suits commenced in Federal District Court under this paragraph, but only for the limited purpose of securing enforcement of this Agreement and any award rendered pursuant to this Agreement. In any such proceedings or actions under this Agreement, neither party will raise sovereign immunity as a defense, an objection to jurisdiction, or as a basis for challenging the enforceability of any judicial judgment.
8. **ENTIRE AGREEMENT:** This Agreement and agreements associated with this Agreement contain the entire agreement of the parties and supersedes all prior oral and written agreements between the parties on the subject matter of services.
9. **MODIFICATION/TERMINATION:** No modification or termination of this Agreement will be effective unless set forth in writing and signed by both parties.
10. **NOTICE:** Notice provided under this Agreement will be in writing and must be sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, unless otherwise stated in this Agreement:

ONEIDA TRIBE OF INDIANS
OF WISCONSIN
Chairperson
P.O. Box 365
Oneida, WI 54155

OUTAGAMIE COUNTY
County Executive
410 S. Walnut Street
Appleton, WI 54911

- 11. **SEVERABILITY:** In the event that any provision of this Agreement is held to be invalid, the invalidity of any such provision shall in no way affect any other provision herein contained.
- 12. **INTENT:** This Agreement is intended to be interpreted within the scope of matter specifically addressed herein. Nothing is intended to restrict or limit the jurisdiction or responsibilities of the parties unless specifically addressed herein.

IN WITNESS WHEREOF the parties have set their hands and seal on the date below listed.

OUTAGAMIE COUNTY

(SEAL)

By: Robert Toby Peltzer
Dated: 3-10-06

ONEIDA TRIBE OF INDIANS OF WISCONSIN

(SEAL)

By: Amel L. Haynes
Dated: 3-10-06