



Oneida Business Committee

**Emergency Meeting
8:30 AM Friday, May 03, 2019
BC Conference Room, 2nd floor, Norbert Hill Center**

Agenda

Meeting agenda is available here: oneida-nsn.gov/government/business-committee/agendas-packets/. Materials for the "General Tribal Council" section of the agenda, if any, are available to enrolled members of the Oneida Nation; to obtain a copy, visit the BC Support Office, 2nd floor, Norbert Hill Center and present a valid Tribal I.D. or go to <https://goo.gl/uLp2jE>. Scheduled times are subject to change.

I. CALL TO ORDER

II. OPENING

III. ADOPT THE AGENDA

IV. NEW BUSINESS

- A. Approve the agreement and a limited waiver of sovereign immunity - Joint Effort Marketing Grant Agreement - file # 2019-0468**
Sponsor: Trish King, Treasurer

V. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov pursuant to the Open Records and Open Meetings law (§ 107.14.)

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: oneida-nsn.gov/government/business-committee/agendas-packets/

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214

Oneida Business Committee Agenda Request

Approve the agreement and a limited waiver of sovereign immunity - Joint Effort Marketing Grant...

1. Meeting Date Requested: 05 / 03 / 19

2. General Information:

Session: Open Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve JEM Grant Contract which has a "waiver of sovereign immunity."

3. Supporting Materials

Report Resolution Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brian A Doxtator, Executive Assistant to Tribal Treasurer
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

Describe the purpose, background/history, and action requested:

Background:

Thornberry Creek at Oneida has provided a grant contract which includes a waiver of sovereign immunity. This contract comes from the Wisconsin Department of Tourism where grant funds are utilized the L.P.G.A. event.

Requested Action:

Approve Contract with Wisconsin Department of Tourism which includes Waiver of Sovereign Immunity.

1) Save a copy of this form for your records.

2) Print this form as a *.pdf *OR* print and scan this form in as *.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

ONEIDA LAW OFFICE


CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Patricia "Trish" King
Treasurer, Business Committee

Use this number on future correspondence:

FROM: Jo Anne House, Chief Counsel

2019-0468

 Digitally signed by Jo Anne House
Date: 2019.04.25 16:16:27 -05'00'

DATE: April 25, 2019

RE: Wisconsin State-Tourism-JEM Marketing Grant Agreement

Purchasing Department Use

~~Contract Approved~~

~~Contract Not Approved~~

(see attached explanation)

If you have any questions or comments regarding this review, please call 869-4327.

The attached agreement, contract, policy and/or guaranty has been reviewed by the Oneida Law Office for legal content only. Please note the following:

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee limited waiver of sovereign immunity approval prior to execution, pursuant to application of State of Wisconsin laws and agreement to courts in Dane County. If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.
 1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
 2. Were three bids obtained? If not, why not?
 3. Was any other vendor willing to remove sovereign immunity issues?
 4. What is the cost of going to another vendor?

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
No. This is a grant from the Wisconsin Department of Tourism. No negotiations occurred.
2. Were three bids obtained? If not, why not?
No. This is a grant from the Wisconsin Department of Tourism.
3. Was any other vendor willing to remove sovereign immunity issues?
No. This is a grant from the Wisconsin Department of Tourism.
4. What is the cost of going to another vendor?
This was not assessed since this is a grant from the Wisconsin Department of Tourism.

JOINT EFFORT MARKETING (JEM) GRANT AGREEMENT
between the
WISCONSIN DEPARTMENT OF TOURISM
and the
ONEIDA NATION

This agreement is entered into pursuant to s. TOUR 1.06, of the Wisconsin Administrative Code by and between the Wisconsin Department of Tourism ("the Department") and the Oneida Nation, Federal Employee Identification Number: 39-6081138 ("the Recipient").

WHEREAS, the Recipient has applied to the Department for assistance under the Joint Effort Marketing (JEM) Grant Program to pay for eligible advertising and marketing costs necessary to undertake a tourism project consistent with the program requirements specified in s.41.17 Statutes and CH. TOUR 1 Wis. Adm. Code, and

WHEREAS, the Department, relying upon representations in the Recipient's application, shall provide a grant of up to \$19,170.00, to the Recipient under the terms and conditions specified in this agreement,

THEREFORE, based upon the mutual promises contained in this agreement, the Department and Recipient agree as follows:

I. REPRESENTATIONS AND WARRANTIES

The Recipient hereby represents and warrants that:

- A. It is a non-profit entity duly organized, validly existing and in good standing under the laws of the State of Wisconsin, and it has complied with all conditions prerequisite to doing business in Wisconsin;
- B. It has the power and authority to carry on its business as now conducted in the State of Wisconsin;
- C. It is qualified to do business in every jurisdiction in which the nature of its business makes such qualifications necessary;
- D. It is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it;
- E. It has authorized its signatory hereto to bind it with respect to all terms and conditions in this agreement;
- F. All of the promises and representations in the Recipient's JEM Grant application, and any other documents submitted subsequent thereto are truthful and accurate as of the date of this agreement; and
- G. The Recipient's warranties and representations shall survive the execution and delivery of this agreement.

II. SCOPE OF SERVICES TO BE PROVIDED BY THE RECIPIENT

The 3rd year of the Thornberry Creek LPGA Classic will take place July 2-7, 2019 in the Greater Green Bay area at Thornberry Creek at Oneida Golf Course. This Year 3 New Event will feature 144 of the world's best women golfers competing for \$2,000,000 and will be televised worldwide via NBC's Golf Channel. This is the third year of a three-year sanctioning agreement (2017, 2018, 2019) between the Oneida Nation of Wisconsin and the LPGA. The anticipated attendance for this tournament is 70,000 for the week.

Promotional Budget

	<i>JEM Dollars</i>	<i>Recipient Dollars/In-Kind</i>	<i>Total Dollars</i>
<u>Billboard</u>			
Digital Billboards	2,000.00	10,000.00	12,000.00
Total Billboard	\$2,000.00	\$10,000.00	\$12,000.00
<u>Internet</u>			
WFRV (CBS5): Digital campaign with geotargeting and retargeting capabilities via social media and digital on WeAreGreenBay.com	1,000.00	4,000.00	5,000.00
Social Media Campaign: Geotargeted ads promoting the tournament beginning in May through the tournament. The goal is to increase social media reach and post-event details on tournament social media accounts.	1,500.00	3,500.00	5,000.00
GolfWisconsin.com: Website featuring information regarding golf course information in addition to tournament taking place in the state.	1,000.00	3,000.00	4,000.00
Total Internet	\$3,500.00	\$10,500.00	\$14,000.00
<u>Other Destination Marketing</u>			
Milwaukee Brewers Spring Training Ad Board: Thornberry Creek LPGA Classic branded ad board in the outfield during spring training in Arizona.	500.00	1,500.00	2,000.00
Total Other Destination Marketing	\$500.00	\$1,500.00	\$2,000.00
<u>Print Media</u>			
Insight for Business Magazine: content focused on targeting potential pro-am participants and sponsors. Advertising focus in May and June,	1,000.00	3,000.00	4,000.00
Green Bay Press Gazette and other USA Today outlets: In print and digital campaign beginning in May through the conclusion of the tournament. 600,000 multi-platform impressions anticipated.	2,000.00	8,000.00	10,000.00
Wisconsin Golf Yearbook: Tournament ad featured in this statewide publication to help target golf enthusiasts to sell tickets and recruit volunteers.	500.00	2,500.00	3,000.00
Midwest Golf Magazine: Thornberry Creek LPGA Classic added to "Tournament Trail" section of the magazine that is distributed throughout the Midwest and targets golf enthusiasts.	200.00	200.00	400.00
Total Print Media	\$3,700.00	\$13,700.00	\$17,400.00
<u>Radio</u>			
ESPN Milwaukee (Good Karma Brands): content focused on sports fans in the Greater Milwaukee area through :30 ad spots during weekday shows	500.00	1,500.00	2,000.00
Midwest Communications: content focused on Greater Green Bay listeners through :30 ads on multiple stations promoting the event and ticket sales	3,000.00	16,950.00	19,950.00
Cumulus Green Bay: content focused on listeners through :30 ads on multiple stations promoting the event and ticket sales	500.00	2,000.00	2,500.00
Woodward Marketing: content focused on listeners through :30 ads on multiple stations promoting the event and ticket sales	500.00	2,000.00	2,500.00
Total Radio	\$4,500.00	\$22,450.00	\$26,950.00
<u>Television</u>			
Spectrum Reach: :30 commercial ad units run on various channels focusing on promoting the event and ticket sales	1,450.00	4,550.00	6,000.00
WFRV (CBS5): :30 commercial ads units run throughout May and June focusing on promoting the event and ticket sales	3,020.00	12,480.00	15,500.00
NBC26: :30 commercial ad units run throughout June focusing on promoting the event and ticket sales	500.00	1,500.00	2,000.00
Total Television	\$4,970.00	\$18,530.00	\$23,500.00
Total Promotional Budget	\$19,170.00	\$76,680.00	\$95,850.00

Operational Budget

	<i>JEM Dollars</i>	<i>Recipient Dollars/In-Kind</i>	<i>Total Dollars</i>
Player Purse	0.00	2,000,000.00	2,000,000.00
Television Broadcast - NBC's Golf Channel	0.00	546,000.00	546,000.00
Staffing & Health Benefits	0.00	475,000.00	475,000.00
Construction (skyboxes, bleachers, signage, ecology, permitting, etc.)	0.00	583,500.00	583,500.00
Support Services (golf carts, shuttle buses, first aid, tournament insurance, ambulance services, police, private security, volunteer uniforms, pro-am gifting, player gift, printing, lanyards, caddie bibs, event photography, etc.)	0.00	537,700.00	537,700.00
Catering (ice, player dining, on-course beverages, volunteer dining, caddie dining, media dining, pro-am food and beverage, corporate skybox catering, LPGA childcare, etc.)	0.00	315,250.00	315,250.00
Miscellaneous (vendor lodging, staff travel, sponsor engagement, volunteer appreciation party, etc.)	0.00	349,250.00	349,250.00
Total Operational Budget	\$0.00	\$4,806,700.00	\$4,806,700.00
Total Budget	\$19,170.00	\$4,883,380.00	\$4,902,550.00

III. BUDGET

The budget for the Recipient's Tourism Project shall be as follows:

	Department	Recipient	Total
A. Billboard	2,000.00	10,000.00	12,000.00
B. Internet	3,500.00	10,500.00	14,000.00
C. Other Destination Marketing	500.00	1,500.00	2,000.00
D. Print Media	3,700.00	13,700.00	17,400.00
E. Radio	4,500.00	22,450.00	26,950.00
F. Television	4,970.00	18,530.00	23,500.00
G. Operations	0.00	4,806,700.00	4,806,700.00
<i>Grand Total:</i>	<u>\$19,170.00</u>	<u>\$4,883,380.00</u>	<u>\$4,902,550.00</u>

IV. DISBURSEMENT OF FUNDS

- A. Payments shall be made to the Recipient Oneida Nation, P.O. Box 365 , Oneida, WI 54155. No JEM Grant funds shall be disbursed to the Recipient except as authorized and provided in this agreement.
- B. To receive payment, the Recipient must present receipted vouchers for Eligible Project Costs, and such other documentary evidence as may be required by the Department to evidence project costs actually incurred by the Recipient. Documentary evidence must establish the purpose of such costs, and include the invoices received and paid by the Recipient, with the check number and date of payment annotated on each invoice. The Recipient shall use forms provided by the Department when requesting reimbursement for Eligible Project Costs. For purposes of this agreement, the term "Eligible Project Costs" means advertising and marketing costs described in section II and budgeted in section III, and actually incurred and paid by the Recipient between **May 1 - August 21, 2019**.
- C. No JEM Grant funds shall be used to compensate any officer or employee of the Recipient for salaries or expenses.
- D. Ten (10) percent of the total JEM Grant shall be held and retained by the Department, pending receipt of the Recipient's final report (evaluation) in accordance with Section V.B. of this agreement.
- E. The Department reserves the right to withhold reimbursement if the Department determines, in its sole discretion, that the Recipient has not complied with any of the terms and conditions of this agreement.

V. RECORD KEEPING AND REPORTING

- A. The Recipient shall maintain books, records and other documents, as required by the Department, to document the amount and nature of all JEM grant funds provided by the Department, as well as the funds used by the Recipient in accordance with the terms of this agreement.
- B. The Recipient shall submit a written evaluation of the project and financial report provided by the Department no later than **August 21, 2019**. An extension of this deadline may be requested through the Department's representative.
- C. The Department shall, at all reasonable times, have access to and the right to examine, audit, excerpt, copy and transcribe any of the Recipient's books, documents, papers and records which relate directly to this agreement. The Recipient is responsible for retaining such materials for at least three (3) years following the conclusion of this Project.

VI. TERMINATION AND AMENDMENT

- A. The Department, in its sole discretion, may terminate this agreement and recover all JEM Grant funds if the Recipient fails to perform any of its obligations under this agreement, including accurate and timely submission of reimbursements and the evaluation. Such termination by the Department shall be effective thirty (30) days after the Department mails a written notice of termination to the Recipient's last known address by first class mail, postage prepaid.
- B. This agreement constitutes the entire understanding and agreement between the Department and the Recipient, relating to the Project. This agreement may not be amended except in a written document executed by the Department and the Recipient.

VII. GOVERNING LAW AND VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Recipient shall, at all times, comply with and observe all federal, state and local laws, ordinances, and regulations which are in effect during the period of this agreement and which in any manner affect the Project or its conduct. Any litigation arising out of this agreement shall be brought and venued in Dane County, Wisconsin.

VIII. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this agreement, the Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Statutes, sexual orientation or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Recipient further agrees to take affirmative action to ensure equal employment opportunities. The Recipient agrees to post in conspicuous places available for employee and applicant employment notices setting forth the provisions of the nondiscrimination clause.

IX. AFFIRMATIVE ACTION COMPLIANCE

- A. All contracts of \$50,000 or more require the submission of a written affirmative action plan. Recipients with an annual work force of less than twenty-five (25) employees are excluded from this requirement provided they submit an exemption request in writing utilizing the form attached.
- B. Within fifteen (15) days after the execution of this contract, a written affirmative action plan shall be submitted to the Department's representative, Wisconsin Department of Tourism, 201 W. Washington Ave., Madison, WI 53703.

C. An "Affirmative Action Plan" is a written document committing the vendor to a program designed to achieve a balanced work force within a reasonable period of time. It contains, at a minimum, a policy statement, work force analysis, program goals, internal monitoring system, and implementation of the Plan. An acceptable plan is one which satisfies s. 16.765, Wis. Statutes, and ADM 50, Wis. Adm. Code.

X. SEVERABILITY

The invalidity of any provision of this agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the conduct of the parties.

XI. BINDING ON SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, together with their respective successors, venders and assigns.

XII. ADVERTISING

Any advertising produced under this agreement shall acknowledge the financial support of the Wisconsin Department of Tourism unless otherwise approved by the Department's representative.

FOR THE DEPARTMENT OF TOURISM

By: _____
Sara Meaney, Secretary Designee Date

FOR THE RECIPIENT

By: _____
Patricia King, Treasurer Date