

**INTERGOVERNMENTAL AGREEMENT FOR
THE ONEIDA TRIBE OF INDIANS
CONTRIBUTION TO BROWN COUNTY HOUSEHOLD
HAZARDOUS WASTE FACILITY**

This Agreement ("Agreement") is made as of the last date of execution set forth opposite any signature hereto, between The Oneida Tribe Of Indians Of Wisconsin ("Oneida Tribe"), a sovereign nation, having its business office located at N7210 Seminary Road, Oneida, WI 54155 and Brown County ("Brown County"), a quasi-municipal corporation, organized pursuant to Chapter 59 of the Wisconsin Statutes, through its Port and Resource Recovery Department, with business offices located at 2561 South Broadway, Green Bay, WI 54304. Hereinafter, Oneida Tribe and Brown County referred to collectively as "Parties" and singularly as "Party."

RECITALS

WHEREAS, Brown County, acting through the Brown County Solid Waste Board ("Board"), has owned and operated a Household Hazardous Waste Collection Facility ("Facility") since 1996; and,

WHEREAS, Brown County, the Green Bay Metropolitan Sewer District ("GBMSD"), Oneida Tribe and other participating municipalities located in Brown County, Wisconsin contributed to the costs for construction of the Facility in 1996 and for its operation and maintenance since that time; and,

WHEREAS, Brown County and the Oneida Tribe desire to continue to operate the Facility.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter described and for other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above recitals are true, correct and incorporated herein.
2. **Operation of Facility.** Brown County shall continue operation of the Facility until December 31, 2021 ("Operational Term"), unless terminated sooner.
3. **Term.** The term of this Agreement between Brown County and the Oneida Tribe shall be for approximately five (5) years commencing March 1, 2016 through December 31, 2021.
4. **Oneida Tribe Contribution to Operation and Maintenance of Facility.** During each calendar year of the Operational Term, a contribution amount is to be made on or before March 1 of each year. The Oneida Tribe's contribution for the operation and maintenance expenses of the Facility shall be Fourteen Thousand Dollar (\$14,000) for 2016. The Oneida Tribe's contributions for the years following 2016, during the Operational Term, shall be equal to the previous year's contribution adjusted to reflect any annual increase in the June Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), Midwest Urban Area, not to exceed 3% in any given year.
5. **Contribution by Other Municipalities.** During the Operational Term, Brown County shall use its best efforts to obtain contributions to the operation and maintenance of the Facility from municipalities in Brown County that are not members of GBMSD.
6. **Obligations and Responsibility.** Brown County shall be responsible for operation of the

Facility, including the receipt and disposal of household hazardous waste accepted at the Facility. The Oneida Tribe shall have no obligation in connection with operation of the Facility other than making the contributions referred to in Paragraph 4 above, and as otherwise noted in this Agreement. The Oneida Tribe does not assume any liability for claims or damages arising out of Brown County's operation of the Facility.

7. **Use of Facility.** During the Operational Term, Brown County shall allow Oneida Tribal members to use the Facility pursuant to the rules of said Facility and those promulgated by the Board.
8. **No Partnership or Joint Venture.** This Agreement shall not be interpreted as a partnership or joint venture between Brown County and the Oneida Tribe for operation of the Facility.
9. **Choice of Law.** This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Brown County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Brown County, Wisconsin, waiving all claims of sovereign immunity.
10. **Termination.** Either Party may terminate this Agreement for any reason or no reason with one year prior written notice to the other Party without further obligation or penalty. Either Party may terminate this Agreement due to breach of any term of this Agreement with thirty (30) days written notice to the other Party. The non-breaching Party may allow a right to cure, if it is deemed reasonable by the non-breaching Party.
11. **Assignment.** The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by either Party without the prior written consent of the other Party.
12. **Waiver.** Waiver by either Party of a breach or a violation of any provision or term of this Agreement shall not be construed to be a waiver of any subsequent breach or violation.
13. **Notice.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

THE ONEIDA TRIBE OF INDIANS:

Name and title: Jeff Mears, Environmental Area Manager
Address: N7332 Water Circle Place
Oneida, WI 54155
Phone: 920-869-4555
Email: jmears@oneidanation.org

BROWN COUNTY:

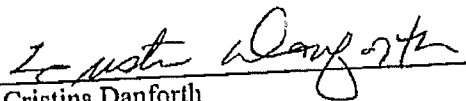
Name and title: Dean Haen, Port & Resource Recovery Director
Address: 2561 South Broadway
Green Bay, WI 54304
Phone: 920-492-4953
Email: haen_dr@co.brown.wi.us

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

14. **Severability.** The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.
15. **Binding Effect.** This Agreement is binding upon the Parties hereto, and their respective parents, subsidiaries, predecessors, successors, assigns, representatives, principals, agents, officers, directors, and employees, but only if assignment is approved in writing and signed by duly authorized representatives of the Parties.
16. **Headings.** The headings used in this Agreement are inserted for convenience only and shall not constitute a part hereof. If a conflict exists as to the heading and text, the text shall control.
17. **Entire Agreement.** This Agreement is the entire agreement between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this Agreement.
18. **Acknowledgment.** The undersigned, by execution hereof, acknowledge that they have read and understand this Agreement, fully agree to each and every provision hereof, and are authorized to sign the Agreement.

ONEIDA TRIBE

Date: 11/15/15

By: 
Cristina Danforth
Oneida Business Committee Chairperson

BROWN COUNTY

Date: 12/8/15

By: 
Troy Streckenbach
Brown County Executive