Oneida Business Committee



Executive Session 8:30 a.m. Tuesday, February 13, 2018 Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting 8:30 a.m. Wednesday, February 14, 2018 BC Conference Room, 2nd floor, Norbert Hill Center

5 genda

To get a copy of the agenda, go to: oneida-nsn.gov/government/business-committee/agendas-packets/

I. CALL TO ORDER AND ROLL CALL

- II. OPENING
 - A. Special recognition for years of service Twenty-five (25) Oneida Nation employees
- III. ADOPT THE AGENDA
- IV. OATHS OF OFFICE (No Requested Action)

V. MINUTES

- A. Approve January 24-25, 2018, regular meeting minutes Sponsor: Lisa Summers, Secretary
- B. Approve February 8, 2018, special meeting minutes Sponsor: Lisa Summers, Secretary

VI. **RESOLUTIONS**

- A. Adopt resolution entitled Temporary Assistance to Needy Families (TANF) 2018-2021 Sponsor: George Skenandore, Division Director/Governmental Services
- B. Adopt resolution entitled Restated Elected Business Committee Retirement Program and Restated Elected Business Committee Deferred Compensation Plan Sponsor: Larry Barton, Chief Financial Officer
- C. Adopt resolution entitled Restated Deferred Compensation Plan Sponsor: Larry Barton, Chief Financial Officer

VII. STANDING COMMITTEES

- A. Legislative Operating Committee Chair: David P. Jordan, Councilman
 - 1. Accept December 20, 2017, Legislative Operating Committee meeting minutes
 - 2. Adopt Membership Ordinance rule #2 Voiding Unlawful Membership
- B. Finance Committee Chair: Trish King, Treasurer
 - 1. Approve February 5, 2018, Finance Committee meeting minutes

VIII. APPOINTMENTS

- A. Accept recommendation and appoint Emily Johnson and Bridget John to the Oneida Community Library Board Sponsor: Tehassi Hill, Chairman
- B. Accept recommendation and appoint Lloyd Ninham and Kathryn LaRoque to the Southeastern Oneida Tribal Services Advisory Board Sponsor: Tehassi Hill, Chairman
- C. Accept recommendation and appoint Dale Webster to the Oneida Nation Veterans Affairs Committee Sponsor: Tehassi Hill, Chairman
- D. Accept recommendation and appoint Tonya Webster and Kalene White to the Oneida Powwow Committee Sponsor: Tehassi Hill, Chairman
- E. Accept recommendation and appoint Carol Silva and Donna Richmond as alternates to the Pardon and Forgiveness Screening Committee Sponsor: Tehassi Hill, Chairman
- F. Accept Chief of Police recommendation and appoint Eric Boulanger, member, Ron King Jr., alternate, and Latsiklanunha Hill, alternate, to the Pardon and Forgiveness Screening Committee Sponsor: Lisa Summers, Secretary
- G. Accept Governmental Services Division Director recommendation and appoint Delia Smith, member, Jodi Skenandore, alternate, and Jamie Stevens, alternate, to the Pardon and Forgiveness Screening Committee Sponsor: Lisa Summers, Secretary

IX. TABLED BUSINESS (No Requested Action)

X. UNFINISHED BUSINESS

A. Accept recommendation and set 2018 Special Election date – July 14, 2018 Liaison: Tehassi Hill, Chairman Requested by: Racquel Hill, Chair/Oneida Election Board

<u>EXCERPT FROM JANUARY 24-25, 2018</u>: Motion by Jennifer Webster to request the Oneida Election Board to come back with an alternate date for the 2018 Special Election at the February 14, 2018, regular Business Committee meeting, seconded by Ernie Stevens III. Motion carried unanimously.

XI. NEW BUSINESS

- A. Approve limited waiver of sovereign immunity Welter Realty, LLC, property tax consultation agreement file # 2018-0083 Sponsor: Patrick Pelky, Division Director/Environmental Health Safety & Land
- B. Approve 2018 amended Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement Liaison: Kirby Metoxen, Councilman Requested by: Barbara Webster, Chairwoman/Oneida Trust Enrollment Committee
- C. Approve William Cornelius attorney contract file # 2018-0036 Liaison: Kirby Metoxen, Councilman Requested by: Matthew W. Denny, Chairman/Oneida Gaming Commission
- D. Approve limited waiver of sovereign immunity Transamerica and Valley Investment Solutions, Enterprise Plan Securities Service Network, LLC – file # 2017-1511 Sponsor: Larry Barton, Chief Financial Officer
- E. Approve limited waiver of sovereign immunity Transamerica and Valley Investment Solutions, Governmental Plan Securities Service Network, LLC – file # 2017-1511 Sponsor: Larry Barton, Chief Financial Officer
- F. Approve limited waiver of sovereign immunity Brown County/Green Bay Austin Straubel International Airport – file # 2017-0869 Sponsor: Louise Cornelius, Gaming General Manager

XII. TRAVEL

- A. TRAVEL REPORTS
 - Accept travel report Councilman Kirby Metoxen Native American Tourism of Wisconsin regular meeting and reporting at Great Lakes Inter-tribal Council, Inc. – Lac du Flambeau, WI – January 10-11, 2018
 - Approve travel report Councilman Kirby Metoxen and Secretary Lisa Summers U.S. Department of the Interior, Office of the Secretary Consultation – Prior Lake, MN – January 17-18, 2018

B. TRAVEL REQUESTS

- Approve travel request in accordance with the Travel and Expense Policy Fifteen (15) Individuals – 2018 Annual Wisconsin Gaming Regulators Association (WGRA) Conference – Bowler, WI – June 13-15, 2018 Liaison: Kirby Metoxen, Councilman Requested by: Matthew W. Denny, Chairman/Oneida Gaming Commission
- 2. Approve travel request Councilwoman Jennifer Webster Inter-Tribal Monitoring Association on Indian Trust April 24-28, 2018
- Approve travel request Up to three (3) OBC members 2018 Nation Indian Gaming Association (NIGA) Trade Show – Las Vegas, NV – April 16-21, 2018 Sponsor: Tehassi Hill, Chairman
- 4. Enter E-Poll results into the record in accordance with OBC SOP entitled Conducting Electronic Voting: Sponsor: Lisa Summers, Secretary
 - a) Approved travel request Councilwoman Webster IHCIF Work Group Meeting Washington DC – January 29-February 1, 2018
 - b) Approved travel request Councilman Guzman King 1st Annual Anishinaabe Hemp Conference - Callaway, MN - March 1-2, 2018

XIII. OPERATIONAL REPORTS

- A. Defer Environmental Health Safety and Land Division FY-2018 1st quarter report to the February 28, 2018, regular Business Committee meeting Sponsor: Patrick Pelky, Division Director/Environmental Health Safety & Land
- **B.** Accept Comprehensive Housing Division FY-2018 1st quarter report Sponsor: Dana McLester, Division Director/Comprehensive Housing
- **C.** Accept Human Resources Department FY-2018 1st quarter report Sponsor: Geraldine Danforth, Area Manager/ Human Resources Department
- **D.** Accept Retail Enterprise FY-2018 1st quarter report Sponsor: Michele Doxtator, Area Manager/Retail Profits

XIV. GENERAL TRIBAL COUNCIL

A. Approve March 19, 2018, special GTC meeting materials Sponsor: Lisa Summers, Secretary

XV. EXECUTIVE SESSION (Please Note: Scheduled times are approximate & subject to change)

A. REPORTS

- 1. Accept Chief Counsel report Jo Anne House, Chief Counsel
- Accept Environmental Health Safety and Land Division FY-2018 1st quarter report Patrick Pelky, Division Director/Environmental Health Safety & Land (Scheduled for 8:30 a.m.)
- Accept Comprehensive Housing Division FY-2018 1st quarter report Dana McLester, Division Director/Comprehensive Housing (Scheduled for 9:00 a.m.)
- Accept Human Resources Department FY-2018 1st quarter report Geraldine Danforth, Area Manager/ Human Resources Department (Scheduled for 9:30 a.m.) (Not Submitted)
- Accept Retail Enterprise FY-2018 1st quarter report Michele Doxtator, Area Manager/Retail Profits (Scheduled for 11:00 a.m.)

B. STANDING ITEMS

- 1. Land Claims Strategy (No Requested Action)
- 2. Oneida Golf Enterprise Corporation Ladies Professional Golf Association
 - a) Approve monthly reporting format
 - Sponsors: Trish King, Treasurer; Tehassi Hill, Chairman; Lisa Summers, Secretary; Ernie Stevens III, Councilman

<u>EXCERPT FROM JANUARY 24-25, 2018</u>: Motion by Jennifer Webster to direct the Oneida Golf Enterprise Corporation liaisons [Treasurer Trish King, Chairman Tehassi Hill, Secretary Lisa Summers, and Councilman Ernie Stevens] to seek input from the full OBC and bring back a reporting format for approval at the February 14, 2018, regular Business Committee meeting, seconded by Brandon Stevens. Motion carried with one abstention.

- C. AUDIT COMMITTEE (No Requested Action)
- D. TABLED BUSINESS (No Requested Action)
- E. UNFINISHED BUSINESS (No Requested Action)
- F. NEW BUSINESS
 - Review business/investment proposal Innovative Technologies Supply (Scheduled for 10:00 a.m.) Sponsor: Daniel Guzman King, Councilman
 - 2. Approve Stenzel Law Office, LLC attorney contract file # 2018-0118 Sponsor: Gerald L. Hill, Chief Judge/Judiciary Court of Appeals
 - 3. Review Per Capita Endowment Fund resolution, move to open session and forward to Finance Committee Sponsor: Trish King, Treasurer

- 4. Approve thirty-seven (37) new enrollments Liaison: Kirby Metoxen, Councilman Requested by: Barbara Webster, Chairwoman/Oneida Trust Enrollment Committee
- Accept verbal update regarding Agricultural Systems Strategies as information (Scheduled for 4:00pa.m.)
 Sponsor: Patrick Pelky, Division Director/Environmental Health Safety & Land
- 6. Review complaint 2018-DR08-01 (Scheduled for 1:30 p.m.) Sponsor: Lisa Summers, Secretary

XVI. ADJOURN

Posted on the Oneida Nation's official website, www.oneida-nsn.gov, at 4:00 p.m., Saturday, February 10, 2018, pursuant to the Open Records and Open Meetings Law, section 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: <u>https://oneida-nsn.gov/government/business-committee/agendas-packets/</u>

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



7 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 24 / 18		
2. General Information:		
Session: 🔀 Open 🗌 Execu	itive - See instructions for the applicable laws, then choose one:	
L		
Agenda Header: Announceme	nt/Recognition	
Accept as Information only		
 Action - please describe: 		
Presentation of Years of Serv supervisor along with the Bu	ice Certificates to approximately twenty-five (25) employees by their immediate siness Committee.	
3. Supporting Materials ☐ Report ☐ Resolution ☑ Other: 1.List of employees to be reference.	Contract ecognized 3.	
2.	4.	
Business Committee signatur	e required	
4. Budget Information		
🔲 Budgeted - Tribal Contributio	on 📄 Budgeted - Grant Funded 🔄 Unbudgeted	
5. Submission	Heraldine R Danfelt	
Authorized Sponsor / Liaison:	Geraldine R. Danforth, HRD Area Manager	
Primary Requestor:	Maureen Metoxen, Exec Assist 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:

HRD coordinates efforts on a quarterly basis, with all supervisors and the Business Committee to recognize employees who have reached the 25+ years milestone. With the assistance from each supervisor, HRD will create the certificate to be presented to the Years of Service recipient.

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

Years of Service Commendations 1st Quarter - 2018

Name	Supervisor Name	ADOH	Years
1st Quarter FY'18			
MELCHERT,ROSE M	BOYLE, JACQUE/YELLOBIRD-STEVENS	Oct 10, 1977	40
CORNELISSEN, MARY J	VIR,RAVINDER/TEHASSI	Dec 5, 1977	40
BAIN,ARLOUINE	HOUSE,SUSAN M/GEORGE SKENANDORE	Oct 4, 1982	35
SKENANDORE, DOROTHY A	HILL-KELLY, JENNIFER/GEORGE SKENANDORE	Oct 4, 1982	35
CORNELIUS, VINCENT G	CLUCKEY, RICHARD D/JOANIE BUCKLEY	Oct 27, 1982	35
NINHAM, DOROTHY M	SKENANDORE, TONIA/BRENDA MENDOLLA-BUCKLEY	Dec 20, 1982	35
KING,KATHLEEN E	DOXTATOR,MICHELE M/TEHASSI	Dec 27, 1982	35
MOORE, PATRICIA S	SKENANDORE,LORNA G/LOUISE CORNELIUS	Oct 1, 1992	25
MONTANO,RUTH	SANTIAGO, CHERICE A/BRENDA MENDOLLA-BUCKLEY	Oct 7, 1992	25
Hock,LISA L	CLOSE, MARIANNE J/GERALDINE DANFORTH	Oct 19, 1992	25
JORDAN, JUDITH J	MELCHERT,ROSE M/JACQUE BOYLE	Oct 23, 1992	25
REITER,WARREN L	DANFORTH-ANDERSON, MICHELLE M/JOANIE BUCKLEY	Oct 26, 1992	25
VAUGHN,AMMY J	TRUTTMANN, BARBARA J/TIMOTHY SKENANDORE	Oct 26, 1992	25
WHITE, LENNETTE	LALUZERNE, KIM A/FRANK CORNELIUS	Oct 29, 1992	25
KING,PATRICIA M	DANFORTH,CRISTINA S/TEHASSI	Nov 2, 1992	25
MORENO, ADRIENNE	DANFORTH,SUSAN M/ANDREW DOXTATOR	Nov 4, 1992	25
STUIBER,DOUGLAS	FISH,SARAH A/ANDREW DOXTATOR	Nov 5, 1992	25
HETZEL, TERRY J	DENNY, MATTHEW J/GERALDINE DANFORTH	Nov 9, 1992	25
MILLER, MICHELLE L	DELGADO, TSYOSHAAHT/GEORGE SKENANDORE	Nov 9, 1992	25
GOWER,LARAE A	NEVILLE,LUCY A/LOUISE CORNELIUS	Nov 16, 1992	25
DAMMERICH, DAWN M	LALUZERNE,KIM A/FRANK CORNELIUS	Nov 19, 1992	25
SPRUCE, TONI	LALUZERNE,KIM A/FRANK CORNELIUS	Nov 19, 1992	25
VANNIEUWENHOVEN,LINDA N	BRAATEN, BLAIR A/DAVID EMERSON	Nov 23, 1992	25
JONES, SANDRA J	LALUZERNE, KIM A/FRANK CORNELIUS	Dec 3, 1992	25
ROSENTHAL, TINA M	ANTONE, DOROTHY A/DAVID EMERSON	Dec 4, 1992	25
WEBSTER, MELISSA A	HARVATH, JESSALYN/FAWNE RASMUSSEN	Dec 10, 1992	25
REITER,RITA	DENNY, MATTHEW J/GERALDINE DANFORTH	Dec 14, 1992	25
CROSSMAN, JAMES D	LALUZERNE, KIM A/FRANK CORNELIUS	Dec 21, 1992	25
SKENANDORE, DAVID W	LALUZERNE, KIM A /FRANK CORNELIUS	Dec 21, 1992	25
SPIERING,MICHAEL S	LALUZERNE, KIM A /FRANK CORNELIUS	Dec 21, 1992	25
THOMAS,ROBERTA L	BAIN,ARLOUINE/SUSAN HOUSE	Dec 21, 1992	25
JOURDAN, JANICE	POWLESS,SR.,MARK	Dec 21, 1992	25

Public Packet

10 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	02	/ 14	/ 18
----------------------------	----	------	------

2. General Information:

Session: 🛛 Open 🔲 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Minutes
Accept as Information only
Action - please describe:
Approve January 24-25, 2018, regular meeting minutes
3. Supporting Materials
Report Resolution Contract
∑ Other:
1.1/24-25/18 regular BC meeting minutes DRAFT 3.
2. 4.
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Lisa Summers, Secretary
Primary Requestor/Submitter: Lisa Liggins, Information Management Specialist Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor:

Oneida Business Committee

Regular Meeting and Executive Session 8:30 a.m. Wednesday, January 24, 2018 and 8:00 a.m Thursday, January 25, 2018 BC Conference Room, 2nd floor, Norbert Hill Center

Minutes – DRAFT

REGULAR MEETING ON JANUARY 24, 2018

Present: Vice-Chairman Brandon Stevens, Treasurer Trish King, Council members: Daniel Guzman King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

Not Present: Secretary Lisa Summers, Councilman David P. Jordan;

Arrived at: Chairman Tehassi Hill at 8:33 a.m.;

Others present: Jo Anne House, Larry Barton, Lisa Liggins, Brooke Doxtator, Dianne McLester-Heim, Clorissa Santiago, Blair Braaten, Michelle Braaten, Stephanie Metoxen, Brooke Doxtator, Kristin Jorgenson, Shirley Barber, Teresa Barber-Buch, Wes Martin, Leyne Orosco, Tommy Danforth, Lesley Ness, Sue Martinez, Anita Barber, Brenda Metoxen, Tim Ninham, Diana King, Jen Falck, Rob Collins, Delia Smith, Dr. Ravinder Vir, George Skenandore, Joanie Buckley, Dave Cluckey, Michelle Danforth-Anderson, Cheryl Stevens, Richard Elm-Hill, Troy Parr, James Petitjean, Jacque Boyle, Racquel Hill;

EXECUTIVE SESSION ON JANUARY 24, 2018

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Treasurer Trish King, Council members: Daniel Guzman King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster; Not Present: Secretary Lisa Summers, Councilman David P. Jordan; Arrived at: ; Others present: Jo Anne House, Lisa Liggins, Larry Barton, Nate King, Tana Aquirre, Josh Doxta

Others present: Jo Anne House, Lisa Liggins, Larry Barton, Nate King, Tana Aguirre, Josh Doxtator, Louise Cornelius, Chad Fuss;

EXECUTIVE SESSION AND REGULAR MEETING ON JANUARY 25, 2018

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Secretary Lisa Summers, Treasurer Trish King, Council members: Daniel Guzman King, Jennifer Webster;

Not Present: Councilman David P. Jordan;

Arrived at: Councilman Ernie Stevens III at 8:04 a.m.; Councilman Kirby Metoxen at 8:08 a.m. Others present: Jo Anne House, Larry Barton, Lisa Liggins;

I. CALL TO ORDER AND ROLL CALL by Vice-Chairman Brandon Stevens at 8:31 a.m.

For the record:

Secretary Lisa Summers and Councilman David P. Jordan are out on funeral leave. Chairman Tehassi Hill is running a few minutes late.

II. OPENING by Councilman Daniel Guzman King

III. ADOPT THE AGENDA (00:01:03)

Motion by Trish King to adopt the agenda with one correction [under item VI.C., change "Patient" to "Purchased/"], seconded by Ernie Stevens III. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III,
Jennifer WebsterNot Present:Tehassi Hill, David P. Jordan, Lisa Summers

IV. OATHS OF OFFICE administered by Treasurer Trish King (00:02:11)

- A. Anna John Resident Centered Care Community Board Kristin Jorgenson
- B. Anna John Resident Centered Care Community Board Shirley Barber
- C. Oneida Gaming Commission Michelle Braaten

Chairman Tehassi Hill arrives at 8:33 a.m. and assumes the responsibilities of the Chair.

V. MINUTES

A. Approve January 5, 2018, emergency meeting minutes (00:06:05) Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to approve the January 5, 2018, emergency meeting minutes, seconded by Trish King. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer Webster
David P. Jordan, Lisa Summers

B. Approve January 10, 2018, regular meeting minutes (00:06:36) Sponsor: Lisa Summers, Secretary

Motion by Kirby Metoxen to approve the January 10, 2018, regular meeting minutes, seconded by Trish King. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer Webster
David P. Jordan, Lisa Summers

C. Approve January 15, 2018, emergency meeting minutes (00:06:56) Sponsor: Lisa Summers, Secretary

Motion by Ernie Stevens III to approve the January 15, 2018, emergency meeting minutes, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
	Stevens III, Jennifer Webster
Not Present:	David P. Jordan, Lisa Summers

VI. **RESOLUTIONS**

A. Adopt resolution entitled Amending resolution # BC 08-30-17-A Appointment of Liaison Responsibilities for Organization Entities (00:07:21) Sponsor: Lisa Summers, Secretary

Motion by Brandon Stevens to adopt resolution 01-24-18-A Amending resolution # BC 08-30-17-A Appointment of Liaison Responsibilities for Organization Entities, seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster Not Present: David P. Jordan, Lisa Summers

B. Adopt resolution entitled Modifying the GTC Legal Resource Center Transition Plan¹ (00:08:23) Sponsor: Wesley Martin, Jr., Advocate/GTC Legal Resource Center and Tsyoslake House, Advocate/GTC Legal Resource Center

Motion by Jennifer Webster to adopt resolution 01-24-18-B Amendment to Opening Date of the Legal Resource Center to August 1, 2018, seconded by Trish King. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster	
Not Present:	David P. Jordan, Lisa Summers	

Motion by Trish King to defer the discussion regarding the vacant attorney position to the February 20, 2018, Business Committee Work Session and for the GTC Legal Resource Center staff to be invited to that Work Session, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
-	Stevens III, Jennifer Webster
Not Present:	David P. Jordan, Lisa Summers

C. Adopt resolution entitled Temporary Amendment to BC Resolution 08-28-13-B; Authorization to Sign-Off on Purchase Referred Care – Health Care Payments (00:13:18) Sponsor: Dr. Ravinder Vir, Division Director/Comprehensive Health Medical

Motion by Kirby Metoxen to adopt resolution 01-24-18-C Temporary Amendment to BC Resolution 08-28-13-B; Authorization to Sign-Off on Purchase Referred Care – Health Care Payments, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer WebsterNot Present:David P. Jordan, Lisa Summers

VII. STANDING COMMITTEES

A. Legislative Operating Committee Chair: David P. Jordan, Councilman

1. Adopt rules regarding Community Support Fund law (00:14:09)

Motion by Brandon Stevens to adopt the rules regarding Community Support Fund law, seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Not Present: David P. Jordan, Lisa Summers

¹ Correct title for the resolution is "Amendment to Opening Date of the Legal Resource Center to August 1, 2018"

B. Finance Committee

Chair: Trish King, Treasurer

1. Approve January 15, 2018, Finance Committee meeting minutes (00:18:50)

Motion by Jennifer Webster to approve the January 15, 2018, Finance Committee meeting minutes, seconded by Trish King. Motion carried unanimously.

Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Ayes: Stevens III, Jennifer Webster

David P. Jordan, Lisa Summers Not Present:

C. Community Development Planning Committee Chair: Ernie Stevens III, Councilman

1. Accept November 2, 2017, Community Development Planning Committee meeting minutes (00:19:15)

Motion by Trish King to accept the November 2, 2017, Community Development Planning Committee meeting minutes, seconded by Kirby Metoxen. Motion carried unanimously.

Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Ayes: Stevens III, Jennifer Webster Not Present: David P. Jordan, Lisa Summers

VIII. **APPOINTMENTS** (No Requested Action)

IX. **TABLED BUSINESS (No Requested Action)**

Χ. **UNFINISHED BUSINESS**

A. Delete 2018 amended Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement from the agenda² (00:20:50) Sponsor: Lisa Summers, Secretary

EXCERPT FROM JANUARY 10, 2018: Motion by Lisa Summers to defer the 2018 amended Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement to the January 24, 2018, regular Business Committee meeting, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Ernie Stevens III to delete the 2018 amended Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement from the agenda, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:

Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III. Jennifer Webster

Not Present:

David P. Jordan, Lisa Summers

² This item was deleted at the request of the Trust Enrollment Director in order for the questions and concerns to be addressed by the Oneida Trust Enrollment Committee; the item will be placed back on the Oneida Business Committee agenda once any necessary revisions have been made.

XI. NEW BUSINESS

A. Approve request to post one (1) vacancy, for remainder of term ending July 31, 2019 – Oneida Election Board (00:21:24)

Sponsor: Lisa Summers, Secretary

Motion by Kirby Metoxen to approve the request to post one (1) vacancy, for remainder of term ending July 31, 2019 – Oneida Election Board, seconded by Jennifer Webster. Motion carried unanimously. Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster Not Present: David P. Jordan, Lisa Summers

B. Accept the Tribal Action Plan communication overview and strategy as information (00:22:03) Sponsor: Ernie Stevens III, Councilman

Motion by Daniel Guzman King to accept the Tribal Action Plan communication overview and strategy as information, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster David P. Jordan, Lisa Summers

C. Accept the recommendation and set the 2018 Special Election date of July 7, 2018 (00:22:40; 00:28:59)

Liaison: Tehassi Hill, Chairman Submitted by: Racquel Hill, Chair/Oneida Election Board

Motion by Jennifer Webster to defer this item to be addressed later on this agenda when the Oneida Election Board Chair is present, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer Webster
David P. Jordan, Lisa Summers

Motion by Jennifer Webster to request the Oneida Election Board to come back with an alternate date for the 2018 Special Election at the February 14, 2018, regular Business Committee meeting, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer Webster
David P. Jordan, Lisa Summers

XII. TRAVEL

A. Approve travel request – Vice-Chairman Brandon Stevens – Alliance for Boys and Men of Color Equity Summit – Chicago, IL – April 11-13, 2018 (00:23:25)

Motion by Jennifer Webster to approve the travel request for Vice-Chairman Brandon Stevens to attend the Alliance for Boys and Men of Color Equity Summit – Chicago, IL – April 11-13, 2018, seconded by Kirby Metoxen. Motion carried with one abstention:.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III,
	Jennifer Webster
Abstained:	Brandon Stevens
Not Present:	David P. Jordan, Lisa Summers

XIII. OPERATIONAL REPORTS

A. Accept Comprehensive Health Division FY-2018 1st quarter report (00:38:11)

Sponsor: Dr. Ravinder Vir, Division Director/Comprehensive Health Medical and Debra Danforth, Division Director/Comprehensive Health Operations

Motion by Jennifer Webster to accept the Comprehensive Health Division FY-2018 1st quarter report, seconded by Daniel Guzman King. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Jennifer WebsterNot Present:Tehassi Hill, David P. Jordan, Lisa Summers, Ernie Stevens III

B. Accept Governmental Services Division FY-2018 1st quarter report (01:03:40) Sponsor: George Skenandore, Division Director/Governmental Services

Motion by Jennifer Webster to accept the Governmental Services Division FY-2018 1st quarter report, seconded by Trish King. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Jennifer Webster
Not Present:	Tehassi Hill, David P. Jordan, Lisa Summers, Ernie Stevens III

Councilman Ernie Stevens III arrives at 2:30 p.m.

C. Accept Internal Services Division FY-2018 1st quarter report (01:32:41) Sponsor: Joanie Buckley, Division Director/Internal Services

Motion by Jennifer Webster to accept the Internal Services Division FY-2018 1st quarter report, seconded by Trish King. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III,
	Jennifer Webster
Not Present:	Tehassi Hill, David P. Jordan, Lisa Summers

D. Accept Community and Economic Development Division FY-2018 1st quarter report (01:50:01) Sponsor: Troy Parr, Division Director/Community and Economic Development

Motion by Ernie Stevens III to accept the Community and Economic Development Division FY-2018 1st quarter report, seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, David P. Jordan, Lisa Summers

E. Accept Public Works Division FY-2018 1st quarter report (02:06:01) Sponsor: Jacque Boyle, Interim Asst. Division Director/Public Works

Motion by Trish King to accept the Public Works Division FY-2018 1st quarter report, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III,
	Jennifer Webster
Not Present:	Tehassi Hill, David P. Jordan, Lisa Summers

XIV. GENERAL TRIBAL COUNCIL

A. Petitioner Frank Vandehei – E-polls

1. Accept legal analysis (00:25:33)

Sponsor: Jo Anne House, Chief Counsel

Motion by Jennifer Webster to accept the legal analysis regarding Petitioner Frank Vandehei – E-polls, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster esent: David P. Jordan, Lisa Summers

Not Present:

2. Accept financial analysis status update (00:26:23) Sponsor: Larry Barton, Chief Financial Officer

Motion by Ernie Stevens III to accept the financial analysis status updated regarding Petitioner Frank Vandehei – E-polls, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer Webster
David P. Jordan, Lisa Summers

XV. EXECUTIVE SESSION (00:27:46)

Motion by Ernie Stevens III to go into executive session at 8:59 a.m., seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster Not Present: David P. Jordan, Lisa Summers

Motion by Trish King to come out of executive session at 10:08 a.m. to address item XI.C. Accept the recommendation and set the 2018 Special Election date of July 7, 2018, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
Stevens III, Jennifer WebsterNot Present:David P. Jordan, Lisa Summers

Roll call for the record:

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Treasurer Trish King, Council members: Daniel Guzman King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

(00:36:33)

Motion by Brandon Stevens to go into executive session at 10:16 a.m., seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Daniel Guzman King, Trish King, Kirby Metoxen, Brandon Stevens, Ernie
	Stevens III, Jennifer Webster
Not Present:	David P. Jordan, Lisa Summers

Chairman Tehassi Hill departed at 11:20 a.m. Vice-Chairman Brandon Stevens assumed the responsibilities of the Chair.

The Oneida Business Committee, by consensus, took a one (1) hour recess at 12:30 p.m.

Public Packet

DRAFT

(00:36:56)

Called to order by Vice-Chairman Brandon Stevens at 1:35 p.m.

Roll call for the record:

Present: Vice-Chairman Brandon Stevens, Treasurer Trish King, Council members: Daniel Guzman King, Kirby Metoxen, Jennifer Webster;

Motion by Jennifer Webster to come out of executive session at 1:36 p.m., seconded by Daniel Guzman King. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Jennifer WebsterNot Present:Tehassi Hill, David P. Jordan, Lisa Summers, Ernie Stevens III

(02:21:36)

The Oneida Business Committee, by consensus, took a five (5) minute recess at 2:25 p.m.

(02:22:04)

Called to order by Vice-Chairman Brandon Stevens at 3:30 p.m.

Roll call for the record:

Present: Vice-Chairman Brandon Stevens, Treasurer Trish King, Council members: Daniel Guzman King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

Motion by Ernie Stevens III to go into executive session at 3:30 p.m., seconded by Daniel Guzman King. Motion carried unanimously.

Ayes:Daniel Guzman King, Trish King, Kirby Metoxen, Ernie Stevens III,
Jennifer WebsterNot Present:Tehassi Hill, David P. Jordan, Lisa Summers

The Oneida Business Committee, by consensus, recessed at 5:40 p.m. and with an agreement to resume executive session discussion the following day, January 25, 2018, at 8:00 a.m.

Called to order by Chairman Tehassi Hill at 8:03 a.m. on January 25, 2018.

Roll call for the record:

Present: Chairman Tehassi Hill, Vice-Chairman Brandon Stevens, Secretary Lisa Summers, Treasurer Trish King, Council members: Daniel Guzman King, Jennifer Webster;

Councilman Ernie Stevens III arrives at 8:04 a.m. Councilman Kirby Metoxen arrives at 8:08 a.m. Councilman Daniel Guzman King departed 9:15 a.m.

(02:22:23)

Motion by Lisa Summers to come out of executive session at 9:56 a.m., seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

A. REPORTS

1. Accept Chief Counsel report – Jo Anne House, Chief Counsel (02:22:45)

Motion by Jennifer Webster to accept the Opioid Litigation report dated January 22, 2018, as information, seconded by Trish King. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer
Abstained:	Webster Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

Motion by Jennifer Webster to approve participation in NCAI Amicus Brief regarding Upper Skagit Indian Tribe v Lundgren, seconded by Ernie Stevens III. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

Motion by Jennifer Webster to approve a limited waiver of sovereign immunity for the Internet Access Agreement with Brown County Register of Deeds, contract #2017-1510, seconded by Ernie Stevens III. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer
	Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

2. Accept Intergovernmental Affairs and Communications report – Nathan King, Director (02:24:09)

Motion by Trish King to accept the Intergovernmental Affairs and Communications report, seconded by Ernie Stevens III. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

3. Accept Gaming General Manager report – Louise Cornelius, General Manager/Gaming (02:24:36)

Motion by Jennifer Webster to accept the Gaming General Manager report, seconded by Trish King. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

Motion by Jennifer Webster to direct the Oneida Gaming Commission liaisons [Councilman Kirby Metoxen and Vice-Chairman Brandon Stevens] to follow up with the Oneida Gaming Commission on the Gaming General Manager concern, seconded by Trish King. Motion carried with one abstention. Aves: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Je Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

B. STANDING ITEMS

1. Land Claims Strategy (No Requested Action)

2. Oneida Golf Enterprise Corporation – Ladies Professional Golf Association

a) Accept LPGA January 2018 update (02:25:50) Liaison: Trish King, Treasurer Submitted by: Josh Doxtator, Chief Operational Officer/Oneida Golf Enterprise Corporation

Motion by Jennifer Webster to accept the LPGA January 2018 update, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster Not Present: Daniel Guzman King, David P. Jordan

b) Review of the options regarding capital sourcing for LPGA Tournament year two (02:26:29)

Sponsor: Larry Barton, Chief Financial Officer

Motion by Trish King to accept the discussion and the information provided by the Chief Financial Officer, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

Motion by Jennifer Webster to schedule a special Business Committee meeting on Wednesday, January 31, 2018³, at 8:00 a.m. to finalize the capital sourcing for LPGA Tournament year two, seconded by Lisa Summers. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, David P. Jordan

C. AUDIT COMMITTEE

Chair: David P. Jordan, Councilman

1. Accept November 16, 2017, Audit Committee meeting minutes (02:28:42)

Motion by Lisa Summers to accept the November 16, 2017, Audit Committee meeting minutes, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

2. Accept December 14, 2017, Audit Committee meeting minutes (02:29:05)

Motion by Lisa Summers to accept the December 14, 2017, Audit Committee meeting minutes, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer WebsterNot Present:Daniel Guzman King, David P. Jordan

³ As agreed upon during the executive session discussion, the special Business Committee meeting is scheduled for February 8, 2018, at 8:00 a.m.; the date indicated in this motion is inaccurate.

3. Accept Bingo compliance audit and lift confidentiality requirement allowing Oneida Nation members to view⁴ (02:29:18)

Motion by Jennifer Webster to accept the Bingo compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously. Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa

Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, David P. Jordan

4. Accept Cage/Vault compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:32:24)

Motion by Jennifer Webster to accept the Cage/Vault compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Brandon Stevens. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster Not Present: Daniel Guzman King, David P. Jordan

5. Accept final Employee Advocacy Department performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view⁵ (02:32:44)

Motion by Kirby Metoxen to accept the final Employee Advocacy Department performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

6. Accept final Environmental Health and Safety Division performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:33:32)

Motion by Jennifer Webster to accept the final Environmental Health and Safety Division performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

7. Accept final Grants performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:33:51)

Motion by Kirby Metoxen to accept the final Grants performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer Webster
Daniel Guzman King, David P. Jordan

⁴ Secretary Summers initially opposed this action. After clarification, she withdrew her opposition and supported the action. Chairman Hill recognized this change in voting for the record. The final, correct results are reflected here.

⁵ Duplicate action was inadvertently taken on this item. At time stamp 02:33:07, Motion by Brandon Stevens to accept the final Employee Advocacy Department performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

8. Accept final Kalihwisaks performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:34:06)

Motion by Jennifer Webster to accept the final Kalihwisaks performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

9. Accept final Oneida Community Integrated Food Services performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:34:24)

Motion by Kirby Metoxen to accept the final Oneida Community Integrated Food Services performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

10. Accept final Tourism performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:34:45)

Motion by Trish King to accept the final Tourism performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

11. Accept final Utilities performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:35:03)

Motion by Jennifer Webster to accept the final Utilities performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

12. Accept final Veterans Services performance assurance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:35:18)

Motion by Jennifer Webster to accept the final Veterans Services performance assurance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

13. Accept Gaming Contracts audit and lift confidentiality requirement allowing Oneida Nation members to view (02:35:37)

Motion by Kirby Metoxen to accept the Gaming Contracts audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Trish King. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, David P. Jordan

14. Accept Information Technology audit and lift confidentiality requirement allowing Oneida Nation members to view (02:35:54)

Motion by Brandon Stevens to accept the Information Technology audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster Not Present: Daniel Guzman King, David P. Jordan

15. Accept Let it Ride rules of play audit and lift confidentiality requirement allowing Oneida Nation members to view (02:36:13)

Motion by Trish King to accept the Let it Ride rules of play audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

16. Accept Parimutuel Wagering audit and lift confidentiality requirement allowing Oneida Nation members to view (02:36:28)

Motion by Kirby Metoxen to accept the Parimutuel Wagering audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Trish King. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P, Jordan

17. Accept Player Tracking compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:36:42)

Motion by Ernie Stevens III to accept the Player Tracking compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Trish King. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

18. Accept Slot Year End compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:37:00)

Motion by Kirby Metoxen to accept the Slot Year End compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Ernie Stevens III. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

19. Accept Surveillance compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:37:16)

Motion by Ernie Stevens III to accept the Surveillance compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Kirby Metoxen. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

20. Accept Table Games compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:37:36)

Motion by Kirby Metoxen to accept the Table Games compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Jennifer Webster. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

21. Accept Title 31 compliance audit and lift confidentiality requirement allowing Oneida Nation members to view (02:37:52)

Motion by Ernie Stevens III to accept the Title 31 compliance audit and lift the confidentiality requirement allowing Oneida Nation members to view, seconded by Jennifer Webster. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Not Present: Daniel Guzman King, David P. Jordan

- D. TABLED BUSINESS (No Requested Action)
- E. UNFINISHED BUSINESS (No Requested Action)
- F. NEW BUSINESS
 - 1. Review draft OBC SOP entitled Oneida Golf Enterprise (ODE) Equity Transfer (02:38:11)

Sponsor: Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to defer the draft OBC SOP entitled Oneida Golf Enterprise (OGE) Equity Transfer to the Treasurer's Office to work with Finance to finalize an internal Finance SOP, seconded by Kirby Metoxen. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer
	Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

Motion by Jennifer Webster to direct the Oneida Golf Enterprise Corporation liaisons [Treasurer Trish King, Chairman Tehassi Hill, Secretary Lisa Summers, and Councilman Ernie Stevens] to seek input from the full OBC and bring back a reporting format for approval at the February 14, 2018, regular Business Committee meeting, seconded by Brandon Stevens. Motion carried with one abstention.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster
Abstained:	Lisa Summers
Not Present:	Daniel Guzman King, David P. Jordan

2. Review applications for two (2) vacancies – Oneida Library Board (02:39:16) Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer Webster
Daniel Guzman King, David P. Jordan

 Review applications for five (5) vacancies – Southeastern Oneida Tribal Services Advisory Board (02:39:16) Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer WebsterNot Present:Daniel Guzman King, David P. Jordan

- Hot Hoodin. Daniol Cazinan King, Davia F. Cordan
- 4. Review applications for one (1) vacancy Oneida Nation Veteran Affairs Committee (02:39:16)

Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

5. Review applications for two (2) vacancies – Oneida Pow-wow Committee (02:39:16) Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer Webster
Daniel Guzman King, David P. Jordan

6. Review applications for two (2) vacancies – Pardon and Forgiveness Screening Committee (02:39:16)

Sponsor: Tehassi Hill, Chairman

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
-	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

 Review recommendations for two (2) vacancies and four (4) alternates – Pardon and Forgiveness Screening Committee (02:39:16) Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to accept the discussion regarding items XV.F.2.-XV.F.7. as information, seconded by Brandon Stevens. Motion carried unanimously.

Ayes:	Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
	Summers, Jennifer Webster
Not Present:	Daniel Guzman King, David P. Jordan

Oneida Business Committee

Regular Meeting Minutes DRAFT Page 15 of 16

8. Accept the community budget input meeting packet and forward to special Work Session on February (02:40:12)

Sponsor: Trish King, Treasurer

Motion by Kirby Metoxen to accept the community budget input meeting packet and forward to special Business Committee Work Session on February 9, 2018, at 8:30 a.m., seconded by Trish King. Motion carried unanimously.

Åyes:Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa
Summers, Jennifer WebsterNot Present:Daniel Guzman King, David P. Jordan

II. ADJOURN (02:40:46)

Motion by Trish King to adjourn at 10:14 a.m., seconded by Ernie Stevens III. Motion carried unanimously.

Ayes: Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster Not Present: Daniel Guzman King, David P. Jordan

Minutes prepared by Lisa Liggins, Information Management Specialist Minutes approved as presented on _____.

Lisa Summers, Secretary ONEIDA BUSINESS COMMITTEE

Public Packet

27 of 409

Oneida Business Committee Agenda Request

1.	Meeting	Date	Requested:	02	/	14	/	18
----	---------	------	-------------------	----	---	----	---	----

2. General Information:

Session: 🛛 Open 🔲 Executive - See instructions for the applicable laws, then choose one:				
Agenda Header: Minutes				
Accept as Information only				
\square Action - please describe:				
Approve February 8, 2018, special meeting minutes				
Approve rebruary 6, 2016, special meeting minutes				
3. Supporting Materials				
Report Resolution Contract				
⊠ Other:				
1. 2/8/18 special BC meeting minutes DRAFT3.				
2 4				
Business Committee signature required				
4. Budget Information				
Budgeted - Tribal Contribution				
5. Submission				
Authorized Sponsor / Liaison: Lisa Summers, Secretary				
Primary Requestor/Submitter: Lisa Liggins, Information Management Specialist				
Your Name, Title / Dept. or Tribal Member				
Additional Requestor:				
Name, Title / Dept.				
Additional Requestor: Name, Title / Dept.				
nume, nue, bep.				

Public Packet

28 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested: <u>2</u> / <u>14</u> / <u>18</u>

2. General Information:

Session: 🔀 Open 🔲 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Resolutions
Accept as Information only
☑ Action - please describe:
The Administration for Children and Families is requesting a resolution for the 2018-2021 Tribal Temporary Assistance for Needy Families (TANF) plan be approved and signed by the Tribal Council. A required public meeting was held on January 31, 2018.
 3. Supporting Materials □ Report ⊠ Resolution □ Contract ☑ Other:
1.Updated May 2018-April 2021 plan 3.
2.Signed copy of letter of Intent 4.
🔀 Business Committee signature required
4. Budget Information □ Budgeted - Tribal Contribution ⊠ Budgeted - Grant Funded □ Unbudgeted
5. Submission
Authorized Sponsor / Liaison: George Skenandore
Primary Requestor/Submitter: Delia Smith, Community Economic Support Director, Economic Support Your Name, Title / Dept. or Tribal Member
Additional Requestor: Barbara Metoxen, Economic Support Program Manager, Economic Support Name, Title / Dept.
Additional Requestor:

Oneida Business Committee Agenda Request

6. Cover Memo:

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

The TANF Program provides assistance to needy families so that children may be cared for in their own home or in the home of a relative; to reduce dependency on public benefits by promoting job preparation, work and marriage; to help prevent and reduce the incident of out-of-wedlock (unplanned) pregnancies; and encourage the formation and maintenance of two-parent families. The Oneida Nation has continued to support the TANF program for several years. Per ACF policy, the program has to submit a new plan every three years.

Program management and staff continue to explore ways to address the community needs through each plan and make the necessary changes that support those needs. The program expects to become more involved and active within the community through outreach and education. There are several resources available through the program, our goal to reach as the families that can benefit from the services.

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 Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____ Temporary Assistance to Needy Families (TANF) 2018-2021

- WHEREAS, the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- **WHEREAS,** the Oneida Nation has determined that the overall goal of the Oneida Nation is to protect, maintain and improve the standard of living and the environment in which the Oneida people live; and
- WHEREAS, the Oneida Business Committee recognizes and supports the efforts of the Tribal TANF Program to ensure the primary purposes of the Federal Personal Responsibilities and Work Opportunities Reconciliation Act; and
- WHEREAS, the Oneida Business Committee hereby supports implementation of the proposed Tribal TANF Plan for the 2018-2021 Period; and

NOW THEREFORE BE IT RESOLVED, that upon approval by the Administration of Children and Families, the Oneida Nation TANF Program will be implemented according to the provisions set forth within the Plan in the broadest manner possible, while meeting established standards.

BE IT FINALLY RESOLVED, that the Oneida Nation authorizes and supports the submission of a grant application to the Administration for Children and Families, U.S. Department of Health and Human Services for the Temporary Assistance to Needy Families (TANF) in the amount of \$835,924.00.

GRANT SYNOPSIS

GRANT:	Tribal Temporary Assistance to Needy Families (TANF)
PROGRAM:	Economic Support
PROGRAM DIRECTOR:	Delia Smith, Community Economic Support Director
MATCH:	None
SUMMARY:	The TANF Program will provide assistance to needy families so that children may be cared for in their own home or in the home of a relative; to reduce dependency on public benefits by promoting job preparation, work and marriage; to help prevent and reduce the incident of out-of-wedlock (unplanned) pregnancies; and encourage the formation and maintenance of two-parent families.

31 of 409

Oneida Nation Chairman Oneida Business Committee



December 7, 2017

Administration for Children and Families Thomas Schindler ACF 233 N Michigan Avenue – Suite 400 Chicago IL 60601

Dear Mr. Schindler:

This letter serves as notice to the Administration for Children and Families that the intent of Oneida Nation of Wisconsin is to continue operating a Tribal Temporary Assistance to Needy Families (TANF) program. There are no significant changes from the previous plan set to expire on April 30, 2018; therefore, the Community Economic Support Department will be submitting the continuation TANF plan no later than February 28, 2018. The plan will be sent via US mail and will encompass May 1, 2018- April 30, 2021.

The contact person for the administration of the Oneida Nation's TANF Program is Delia Smith, Community Economic Support Director. Ms. Smith can be reached directly at (920) 490-3776 or by e-mail <u>dsmith1@oneidanation.org</u>. I can be reached at (920) 869-4389 or by email <u>Thill7@oneidanation.org</u>.

Respectfully,

Tethoso Hill

Tehassi Hill, Chairman Oneida Nation of Wisconsin

CC: George Skenandore- Division Director- Governmental Services Tsyoshaaht Delgado- Social Services Area Manager Barbara Metoxen- Economic Support Program Manager

ONEIDA NATION OF WISCONSIN TRIBAL TANF PLAN

For grant period May 1, 2018 through April 30, 2021



MISSION STATEMENT

The Oneida Nation TANF program's mission is to promote work and personal responsibility to strengthen Oneida and other enrolled Native American families. We will work together with the customers and other community resources to promote program goals in a comprehensive manner while respecting individual dignity, culture, and self-worth.

Table of Contents

Definition	ns & Acronyms
Disclaime	er
I.	TRIBAL TANF GOALS 10
II.	DESIGNATED AGENCY 11
III.	PERIOD COVERED BY ONEIDA TRIBAL TANF PLAN 11
IV.	SERVICE DELIVERY AREA
V.	SERVICE POPULATION 11
VI.	REVIEW AND COMMENT ON ONEIDA TRIBAL TANF PLAN 12
VII.	INDIAN FAMILIES RELOCATING INTO SERVICE DELIVERY AREA 12
VIII.	TANF ASSISTANCE AND SERVICES DESCRIPTION
IX.	TANF SUPPORTIVE SERVICES
X.	TANF DIVERSION SERVICES 15
XI.	EARNED AND UNEARNED INCOME 16
XII.	RESOURCES AND ASSETS 16
XIII.	ELIGIBILITY AS RELATED TO THE PURPOSES OF TANF
XIV.	COORDINATION/COLLABORATION WITH OTHER PROGRAMS 17
XV.	CHILD SUPPORT ENFORCEMENT 18
XVI.	CHILD CARE PROVISIONS
XVII.	EMPLOYMENT OPPORTUNITIES 18
XVIII.	TRIBAL TANF WORK ACTIVITIES/PARTICIPATION
XIX.	MANDATORY WORK REQUIREMENTS 19
XX.	LIMITATIONS AND SPECIAL RULES
XXI.	DOMESTIC VIOLENCE OPTION
XXII.	TIME LIMITS
XXIII.	HARDSHIP EXEMPTIONS
XXIV.	PENALTIES/SANCTIONS
XXV.	GOOD CAUSE FOR EXEMPTION FROM WORK PARTICIPATION

XXVI.	APPEAL RIGHTS AND PROCESS	25
XXVII.	TRIBAL OPTIONS	26
XXVIII.	CONFIDENTIALITY	26
XXIX.	NON-DUPLICATION OF SERVICES	26
XXX.	FAIR AND EQUITABLE SERVICES	27
XXXI.	FISCAL ACCOUNTABILITY	27
XXXII.	DATA COLLECTION AND REPORTING	27
XXXIII.	RETROCESSION	27
Signature	Signatures	
U		

Public Packet

Definitions & Acronyms

AODA : Alcohol or Other Drug Abuse

ASE: Automotive Service Excellence

<u>Caretaker:</u> Relative 18 years of age or older caring for a dependent child(ren) for whom they are not legally responsible for

<u>Case Manager</u>: the Economic Support Specialist worker assigned to handle the TANF case <u>Child Care related service</u>: Direct care for a child while a parent/caretaker is involved in an approved activity, to include registration fee, transportation fee, activity fee and this list is not all inclusive

<u>Crisis</u>: a temporary interruption of income or loss of earned/unearned income, job loss or layoff of working families member, major appliance repair or replacement, illness of more than 5 consecutive days from employment, vehicle repairs that exceed \$100.00, major home repair (furnace), or emergency medical travel-of more than 100 miles

<u>Crisis Assistance</u>: a non-recurring benefit that may assist with rent/security deposit or utility disconnection

<u>Culturally relevant activities</u>: Native American ceremonies, events or meetings

<u>Cultural/Spiritual Advisor</u>: Person/s recognized within the Native American community, i.e. Longhouse such as a Chief, Faithkeeper, Clanmother, Seer; Native American Church Leader <u>Custodial Parent</u>: A biological parent who has physical placement of their minor dependent child/ren <u>Dependent child(ren)</u>: 45 CFR (Code of Federal Regulations) 286.5 Minor child is (1) an individual who has not attained 18 years of age; or (2) has not attained 19 years of age and is a full time student in a high school.

<u>Diversion</u>: A component of the TANF program that provides support services to families as an alternative to applying for cash assistance and to promote employment retention

Earned income: is defined as, but is not limited to, wages from employment

Education Review Team (ERT): Three (3) TANF case management staff not currently managing the case. This excludes staff if they are an immediate relative to the family member. In this situation, an alternate of the agency who is knowledgeable of the TANF program will be requested. The ERT meets to approve or deny a post-secondary education student for cash payment assistance based on financial aid resources and other factors according to the post-secondary policy and procedure Exemption: verified conditions that exist which inhibit an ability to participate

<u>Extenuating Circumstances</u>: Unforeseen circumstances and/or conditions that affect the stability of a families ability to become and maintain self-sufficiency as determined by the TANF Review team <u>Extreme weather</u>: treacherous, hazardous road/travel conditions, dangerous temperatures, severe thunder storm, snow or tornado watch or warning

Family: Social group consisting of parents/caretakers and their minor dependent children

<u>FPL</u>: Federal Poverty Level

Incentive: A reward for an action which motivates effort toward success

Immediate Family Member: Husband, wife, mother-in-law, father-in-law, mother, father, son, daughter, brother, sister, grandparent, grandchildren, great grandparents, great-grandchildren, spouse's great grandparents, spouse's grand-parents, son-in-law, daughter-in-law, brother-in-law,

sister-in-law. Immediate family member also includes legally-recognized family members that establish the following relationships, such as step-parent, step-grandparent, step-great grandparents/grandchildren adopted child, foster child, and guardian.

<u>Non-Custodial Parent</u>: The biological parent as established through paternity by Child Support agency records or voluntary paternity acknowledgement form, who is not residing in the home with the child/ren.

<u>Per capita payments</u>: payments made to enrolled tribal members from gaming revenue or other natural resources

<u>Qualified health professional</u>: State Certified Counselor, Psychotherapist, Psychologist, Social Worker, Physician, or Physician Assistant

<u>Self-Sufficiency</u>: The state of providing for oneself without the help of others; independent <u>Serious illness or injury</u>: communicable/contagious medical condition, physical injury resulting from accident or traumatic situation

Short-term education/training: education courses/training less than one year in duration from an accredited institution of higher learning

Social Security Administration benefits: Federal Supplemental Security Income, Surviving Spouse or Child Benefits, Social Security Disability Income, Social Security Retirement, Social Security Spouse, Social Security Disabled Widow or Widower, Social Security Supplemental Income Exceptional (Special Needs person), State Supplemental Security Income and Caretaker Supplement Benefits income for child/ren of disabled parent(s)

<u>Support Services</u>: Assistance identified specifically to assist a family in addressing barriers to selfsufficiency <u>TANF</u>: Temporary Assistance for Needy Families

TANF Review Committee: Community Economic Support Director (or designee), Intake

Coordinator, and two other TANF case managers.

TANF Child Only Grant: Payment for child/ren being cared for by a relative caregiver

TANF Manager: The Economic Support Program Manager

Temporary Absence: When a parent/caretaker is out of the home for a defined period of time

<u>Transportation assistance</u>: Vehicle repair and/or replacement, bus pass, fuel assistance, towing, diagnostic testing, interlock ignition installation costs and/or fees

<u>Unearned income</u>: is defined as, but is not limited to, unemployment compensation benefits, social security (retirement, survivor and disability) benefits, child support, tribal per capita, veterans benefits

W.I.O.A.: Wisconsin Investment and Opportunity Act

Work Activity: An allowable activity designed to promote family wellness and self-sufficiency

<u>Disclaimer</u>

All forms of monetary assistance described in this plan, are subject to funding availability. All crisis and diversion support services may require up to 10% customer contribution.

I. TRIBAL TANF GOALS

The TANF Program will promote work and personal responsibility to strengthen families. The Program will provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; reduce dependency on public benefits by promoting job preparation, work and marriage; prevent and reduce the incidence of out-of-wedlock (unplanned) pregnancies; and encourage the formation and maintenance of two-parent families. The goals of the program are:

- A. To provide comprehensive services to TANF eligible Native American families with children (or expecting a child), in need of temporary assistance.
- B. To provide parent(s) or caretaker(s) with employment preparation and/or supportive services that promotes self-sufficiency and responsibility to strengthen families and to decrease the need for public assistance.
- C. To provide essential assistance for the preservation of Native American family life and culture.
- D. To collaborate with the Pregnancy Prevention and other programs in the community in an effort to educate customers on personal responsibility and prevention of out-of-wedlock births.
- E. To assist non-custodial parents with support services to obtain or maintain employment allowing for monetary support for their child/ren, where no other resources exist.
- F. The TANF program will provide training opportunities for TANF relevant training for staff (such as Case Management, TAS-Eaglesun Data Collection training, etc).

G. The Nation is committed to meeting a 35% work participation rate.

II. DESIGNATED AGENCY

The Oneida Nation's Oneida Economic Support Services is the authorized agency responsible for the administration of the TANF program for the Oneida Nation and will be responsible for the delivery of TANF services to eligible enrolled Native Americans residing within Brown and Outagamie counties in the State of Wisconsin. The agency is located at 2640 West Point Road in Green Bay, Wisconsin 54313.

III. PERIOD COVERED BY ONEIDA TRIBAL TANF PLAN

The Oneida Nation intends to operate a Tribal TANF Program for a three (3) year period beginning May 1, 2018 through April 30, 2021.

IV. SERVICE DELIVERY AREA

The program may serve TANF eligible families defined as enrolled members of the Oneida Nation residing within Brown or Outagamie counties, or other income-eligible family consisting of enrolled members of a federally recognized Indian tribe/nation residing within the Oneida Nation reservation boundaries.

V. SERVICE POPULATION

The program may serve only enrolled members of federally recognized Indian Tribes. The Oneida Nation TANF reflects a total population of approximately, 7,575 Native Americans. The program defines needy families as those meeting the service population description that have a family income equal or less than 185% of the Federal Poverty Level (FPL). Families are defined as:

A. Custodial parent(s) eighteen (18) years of age or older with dependent child/ren

- B. Step-parent eighteen (18) years of age or older with dependent child/ren
- C. Legal guardian eighteen (18) years of age or older with dependent child/ren
- D. Enrolled Native American pregnant (with first born child) woman eighteen (18) years of age or older, in 3rd trimester (at least seven (7) months)
- E. Caretaker relative eighteen (18) years of age or older, of dependent enrolled Native American child/ren
- F. Enrolled Native American caretaker eighteen (18) years of age or older, of dependent child(ren)

Note: Dependent child according to 45 CFR 286.5, Minor child is one (1) an individual who has not attained eighteen (18) years of age; or two (2) has not attained nineteen (19) years of age and is enrolled as a full time high school student and regularly attending classes.

VI. REVIEW AND COMMENT ON ONEIDA TRIBAL TANF PLAN

The Oneida Nation Economic Support Services administers the TANF Program under Oneida Nation's tribal Resolution #12-11-02-B which supports implementation of the Oneida Tribal TANF Plan. Opportunity for public comment has been provided through two (2) community meetings held January 31, 2018 at 10 a.m. and at 5:30 p.m.

VII. INDIAN FAMILIES RELOCATING INTO SERVICE DELIVERY AREA

Families moving into the service delivery area will be required to verify the following information:

- A. A minimum of 30 days of residency in service delivery area and;
- B. Tribal enrollment for at least one (1) member of the family group and;
- C. If applicant was a former TANF customer, verification of case closure from previous

county/state/ tribal agency is required.

VIII. TANF ASSISTANCE AND SERVICES DESCRIPTION

With the exception of Crisis and Diversion Assistance, which has its own eligibility criteria, all other services and assistance are limited to families that meet the Nation's definition of needy. The program may provide assistance as follows:

- A. Cash assistance
- B. Child care related services
- C. Crisis support services
- D. Diversion support services
- E. Pregnancy prevention and educational services
- F. Life skills training
- G. Youth employment

IX. TANF SUPPORTIVE SERVICES

The program may assist TANF cash payment, and non-custodial parent(s) of TANF eligible child/ren with the following supportive services to obtain or maintain employment:

- A. Short-term vocational education to promote job training and employability
- B. Required work activity expenses not covered by any other resource
- C. Child care transportation costs, a portion of parent payment, or registration fee unable to be met by the parent(s) not otherwise allowed by other child care resources
- D. Employment related or educational supportive expenses required for TANF work participation or employment/training including but not limited to:

- a. Uniforms/work clothing, shoes, safety shoes
- b. Safety glasses, work tools
- c. Books and tuition (not covered by any other resource)
- d. Professional license or certification fees
- E. Transportation assistance to include:
 - a. Gas assistance, transit pass and/or cab fare (where no other resources are available)
 - b. Auto repair
 - c. Drivers' license exam, reinstatement, Drivers safety course (Group Dynamics class) and/or Driving Instruction Course
 - d. Auto insurance
 - e. AODA assessment fee
 - f. Ignition Interlock assistance

F. Vehicle replacement for employed applicant

- G. Incentives:
 - a. Education
 - b. Employment retention
 - c. Savings account match

Miscellaneous supportive incentives

- d. Newborn basic necessities
- e. Marriage
- f. Healthy relationships
- g. Birth certificates and/or tribal enrollment fees

- h. General household assistance (personal hygiene/cleaning supplies)
- i. School preparation assistance (supplies and/or clothing)
- j. Life skills training
- H. Cultural and Educational outreach activities & cultural family activities

X. TANF DIVERSION SERVICES

Diversion services provide assistance that diverts a family from having to apply for TANF cash payment assistance. Eligibility for diversion will be determined using up to 200% of the Federal Poverty Level (FPL). Services available may include but are not limited to:

- A. Domestic Violence counseling
- B. Culturally relevant support services that promote wellness
- C. Child care transportation costs, a portion of parent payment, or registration fee unable to be met by the parent(s) not otherwise allowed by other child care resources
- D. Juvenile services
- E. AODA/ Mental Health Counseling/Treatment
- F. Relocation expenses related to secured employment
- G. Short-term accredited education
- H. Transportation assistance
- I. Employment expenses
- J. Vehicle repair/replacement
- K. Life skills training
- L. Outpatient Services for AODA and/or Mental Health

XI. EARNED AND UNEARNED INCOME

A 20% deduction will be applied to gross earned income, and will be counted as available income in determining a TANF grant amount. The program will disregard child support being deducted from current employment pay stubs for child/ren not residing in the household. The program will disregard any minor dependent's trust funds or earned income up to age 19 if still attending high school. All unearned income will be counted as available income in determining a TANF grant amount. The program will disregard the first \$200.00 of child support received.

EXCLUSIONS:

The program will exclude all Indian Judgment funds, other disbursements that are excluded under Federal Law, and a percentage of tribal per capita payment(s).

XII. RESOURCES AND ASSETS

One automobile per TANF eligible adult can be excluded from the asset limit of \$2,500.00. Any additional vehicles (including recreational vehicles) will be counted toward the asset limit using value listed in the NADA or Kelly Blue book. All other assets, i.e., property (other than primary residence), mineral rights, stocks/bonds, Individual Retirement Accounts, Certificates of Deposits, Savings or Checking Accounts, will be considered as available assets, if they can be converted to cash in excess of the asset limit.

XIII. ELIGIBILITY AS RELATED TO THE PURPOSES OF TANF

Eligibility for TANF assistance and services is as established in the Oneida Nation's approved TANF Plan.

Only needy families, as defined in the TANF Plan, may receive: (a) any form of Federally or State

48 of 409

MOE funded "assistance" (as defined in 45 CFR 286.10); or (b) any benefits or services pursuant to TANF purposes 1 or 2. "Needy" means financially deprived, according to income and resource (if applicable) criteria established in the TANF plan by the Oneida Nation to receive the particular "assistance," benefit or service. The Nation may use segregated Federal TANF funds to provide services (and related activities) that do not constitute "assistance" (as defined in 45 CFR 286.10) to individuals and family members who are not financially deprived but who need the kind of services that meet TANF purposes 3 or 4. Objective criteria will be established for participation in these programs.

XIV. COORDINATION/COLLABORATION WITH OTHER PROGRAMS

The program will collaborate with other Tribal, State and Federal service providers to assist applicants with obtaining comprehensive services. Team case management may be conducted with behavioral health professionals in an effort to holistically address identified barriers to employment. The Program will collaborate with local school systems, daycare providers and Head Start/Early Head Start, the Nurturing Fathers (Fatherhood Initiative), Juvenile Diversion, Parenting, Pregnancy Prevention, Indian Child Welfare (ICW), Arts and other Cultural programs, Domestic Violence program and Child Support Enforcement programs to promote healthy families.

The Oneida Economic Support Services administers numerous public and private programs, including State Food Share and Medicaid programs, State and Federally funded child care subsidy programs, tribal Vocational Rehabilitation, Energy Assistance, Job Center. The Economic Support Services department has a drop-in, on-site daycare for customer convenience.

XV. CHILD SUPPORT ENFORCEMENT

The Oneida Tribal TANF Program will work collaboratively with the Oneida Nation Child Support Enforcement Program whose purpose is to establish paternity, locate and enforce child support orders and work with the absent parent(s) in financially providing support for their child/ren. Noncooperation with child support agency will result in the immediate denial of eligibility until compliance is verified.

In accordance with the provisions set forth in 45 C.F.R., section 286.75(8), the TANF agency will require cooperation with child support agencies, except when good cause is verified and approved. Any child support collections will be passed through to the family or caretaker of the dependent(s).

XVI. CHILD CARE PROVISIONS

Child Care Services Program will be responsible for resources to cover expenses associated with child care needs for TANF eligible families. The Child Care Services Program administers various grant-funded programs to assist with child care subsidies for low-income families and families experiencing a need for respite child care. Providers of the program are licensed daycare facilities, certified providers, or provisionally-certified family care-givers.

XVII. EMPLOYMENT OPPORTUNITIES

Employment opportunities are accessible by private vehicle, Oneida Public Transit, Green Bay Metro and the Fox Valley Transit systems. The Oneida Nation is one of the largest employers in northeast Wisconsin, with opportunities available in areas including; gaming, health care, retail, social services, education, hospitality, recreation, agriculture, and the business entities of the organization. The TANF program also provides funding for youth employment. The Green Bay and Appleton areas provide employment opportunities in the areas of manufacturing, retail, hospitality/restaurants and other businesses.

XVIII. TRIBAL TANF WORK ACTIVITIES/PARTICIPATION

The following is a list of acceptable, but not all-inclusive work activities,:

- A. Work supplementation
- B. Subsidized employment
- C. Work experience
- D. Work search/job readiness
- E. Education/Vocational training
- F. Job skills, life-skills classes/training
- G. Individual or group counseling
- H. Other- barrier related appointments, medical, physical therapy, counseling, groups such as domestic violence classes, children IEP meetings, parent-teacher conferences and home visits, children's medical and/or counseling, physical therapy appointments and other therapeutic appointments, providing constant care of severely ill child or other immediate family member and self-care when medical limitations exist due to illness or injury
- I. Small business, entrepreneurial training
- J. Culturally-relevant work activities

XIX. MANDATORY WORK REQUIREMENTS

The Oneida Nation TANF program participation rates are:

Work Participation Rates

Population: All families (except non-needy caretaker)

Minimum participation rate for year one = 35%

Minimum participation rate for year two = 35%

Minimum participation rate for year three = 35%

Weekly Work Hour Requirements

Population: All families (except TANF Child Only) will be required to participate in the following work hours to maintain eligibility for TANF assistance unless medically exempt as verified by a physician statement:

FY2018 (May 2018 through April 2019) minimum 32 hours

FY2019 (May 2019 through April 2020) minimum 32 hours

FY2020 (May 2020 through April 2021) minimum 32 hours

The case manager reserves the right to determine whether one or both parents are required to participate to meet the minimum work hour requirements

XX. LIMITATIONS AND SPECIAL RULES

An individual shall be considered engaged in a work activity by participating in any work activity specified in this plan. If placing a customer in job search and job readiness assistance, as the sole work activity, this can only count for six (6) weeks in any fiscal year. To comply with 45CFR 286.105 (b) and (c) if job search/job readiness is an ancillary part of other activities, there is no limitation for time (weeks) spent in job search/readiness. If the Oneida Nation's unemployment rate in the TANF service delivery area is at least 50 percent greater than the United States' total unemployment rate for that fiscal year, then an individual's participation in job search or job

readiness assistance activities only can be counted for up to twelve (12) weeks in that fiscal year. Caretaker of Newborn (CNB) cash payment assistance may be available for single or two parent families until the child reaches the age of twelve (12) weeks.

No penalty will be assessed for a parent caring for a child under the age of six (6) years that cannot complete their work activities for the following verified reasons:

- Unavailability of "appropriate child care", within a reasonable distance from the participant's home or work site; or unavailability of appropriate and affordable child care in certain circumstances such as third shift employment. "<u>Appropriate child care</u>" is defined as a
- Formal or informal child care arrangement. Formal child care means at least one licensed or certified child care facility. If formal child care is unavailable within a reasonable distance from the parent(s) home or work site no penalty will be assessed. "<u>Informal child care</u>" is defined as an arrangement in which the child care provider is neither licensed nor certified (family or relative care). Participants who use this type of arrangement are not eligible for TANF child care assistance and other resources will be sought to assist a family.
- "<u>Reasonable distance</u>" is defined as child care within one hour (one-way), commuting, using available transportation, from parent(s) home to the child care provider's location to the parent(s) work activity site. Travel time may be extended on a case by case basis.
- "<u>Unsuitability of informal child care</u>", because a TANF participant cannot be required to use informal child care, the participant will be allowed to determine whether informal child care is unsuitable. The Nation's CCDF program guides the participant in selecting child care.
- "Affordable child care" is care that is not above the State of Wisconsin's Shares Child Care

Subsidy program rates for licensed and certified child care. A TANF participant who has formal (i.e., licensed or certified) care available within a reasonable distance (as defined in policy) is deemed to have access to affordable child care arrangements.

A teen parent (age 18) who has not graduated high school or obtained their GED/HSED may be considered for a TANF grant with satisfactory attendance as their only required activity, attending school for a minimum of four (4) hours per day to meet the minimum work requirements. When school is not in session for summer months, the teen parent(s) must fully engage in work participation activities. Sanctions may be imposed for failure to participate.

Upon verification from a certified/licensed counselor/caseworker, or cultural advisor(s) that a customer is actively and successfully participating in an AODA/Mental Health inpatient treatment, the hours will count toward work participation. Outpatient customers will be required to complete the required forty (40) hours of work participation per week which includes the scheduled outpatient hours. Failure to successfully participate will result in sanction or suspension from the program.

XXI. DOMESTIC VIOLENCE OPTION

The Program elects to support the Domestic Violence Resolution as certified by the Oneida Business Committee 6-27-01-H. Verification from a domestic violence program that the participant is currently attending scheduled appointments is required. Domestic violence victims may be exempt from full work participation, not to exceed three (3) months, with verification from a current police report and a certified/licensed counselor or cultural/spiritual advisor. Individual and group counseling sessions will count towards meeting the thirty two (32) hour/week work participation requirements according to federal regulations. The Oneida Domestic Violence program provides an intensive case management program that includes a women's and men's support group and other follow-up services. The program certifies assurance of compliance to CFR 286.140 regarding special provisions applied to victims of domestic violence. Support service assistance may be available to TANF eligible families who are victims of domestic violence where no other resources exist and as verified by a current police report and domestic violence program. Services can include lodging, food, clothing/footwear, school supplies, transportation, storage costs, shelter cost. Collaboration between the TANF and Domestic Violence programs will occur prior to the above services being rendered to avoid duplication.

XXII. TIME LIMITS

The Oneida Nation establishes a sixty (60) month cumulative (whether consecutive or not) lifetime limit for Oneida Nation TANF recipients to receive TANF cash payment assistance. The Oneida Nation reserves the right to request an extension beyond the sixty (60) month time limit for federally funded cash assistance based on case documentation. Such requests shall be routed through both the Regional ACF Office (Chicago) and Federal ACF Office (Washington, D.C.) authorizing agencies, prior to implementation. The Nation will count prior months of assistance from any State or Nation funded with TANF block grant funds, except for any month that was exempt or disregarded by statute, regulations, under any experimental pilot, or demonstration project approved under Section 1115 of the Social Security Act.

Oneida Nation TANF will not count benefits received by another Tribal/State TANF program if the applicant lived on an Indian reservation that had 50% unemployment rate or higher, during the time of eligibility for assistance.

When the TANF family reaches the sixty (60) month time limit, cash assistance will end if there are

no extenuating circumstances that indicate a request for an extension should be made. Child only grants are exempt from the 60 month time limit.

XXIII. HARDSHIP EXEMPTIONS

Hardship exemptions are defined as verified conditions that exist which inhibit an ability to participate in work activities. The program may consider the following categories as exemptions from the sixty (60) month time limit on a case-by-case joint consultation between the case manager, other qualified health care professionals:

- A. Individual unable to maintain gainful employment as verified by physician and/or other qualified health care professional
- B. A participant caring for an immediate family member age fifty-five (55) and older, a disabled immediate family member, or dependent child in need of medical care
- C. An individual that is temporarily absent from the family assistance group
 NOTE: The Oneida Nation TANF program affirms it will not exempt more than 20% of total
 caseload without an ACF-approved plan amendment.

XXIV. PENALTIES/SANCTIONS

If a participant in a family receiving TANF cash assistance refuses to comply with the employability plan, without good cause, the program can reduce or terminate the TANF grant. Work participation hours missed will be sanctioned. Any TANF adult(s) in non-compliance with Child Support will not be eligible for TANF assistance until the program has been notified by the Child Support Agency that compliance has been met.

56 of 409

XXV. GOOD CAUSE FOR EXEMPTION

The program may exempt a participant from work requirement penalties (sanctions) for good cause, defined as but not limited to the following:

- A. Serious illness or injury limiting participation
- B. Extreme weather conditions
- C. Family crisis

XXVI. APPEAL RIGHTS AND PROCESS

The following appeal process shall apply to all customers of the program:

- A. During the application process and when action is taken on a case, customers will be advised of their right to appeal.
- B. Customers at risk of losing benefits will be mailed written notice of action to be taken on their case, within ten (10) working days prior to the action being taken.
- C. An initial appeal to the decision of a case manager can be filed with the TANF program manager who will respond within ten (10) business days of receiving the appeal.
- D. An appeal of the TANF Program manager's decision can be made to the TANF Review Committee who will respond within ten (10) business days of receiving the appeal.
- E. The decision of the TANF Review Committee is final and may not be appealed to the Oneida Nation Judicial system or any other entity.

NOTE: TANF Review Committee will be composed Community Economic Support Director (or designee), Intake Coordinator, and two other TANF case managers. All members of the review committee will have a designee appointed in their absence.

XXVII. TRIBAL OPTIONS

- A. Child Only grants may not exceed the monthly State Kinship Care rate per child.
- B. The TANF program may provide support for a Youth Work Experience Program administered by Oneida Nation TANF program, subject to funding availability.
- C. All school-age children will be required to attend school full-time in accordance with current State requirement.
- D. The program will institute and enforce a maximum of twelve (12) months denial of TANF assistance to customer determined to have collected TANF benefits fraudulently.
- E. Drug testing for TANF cash payment eligibility will be required.

XXVIII. CONFIDENTIALITY

All program staff, contractors and subcontractors are required to sign a Confidentiality Statement prohibiting the disclosure of any information relevant to any customer or their family, and that they also understand any violation of the right of the customers' confidentiality may result in immediate termination.

XXIX. NON-DUPLICATION OF SERVICES

All customers are required to sign the Tribal TANF application certifying that family members are not receiving assistance from any other Tribal TANF or State TANF (W-2) program. Case eligibility information may be exchanged with other Tribal TANF and State agencies to ensure non-duplication of TANF/W-2 benefits and/or services.

XXX. FAIR AND EQUITABLE SERVICES

The program will provide assistance and/or benefits to eligible Native Americans that meet all program requirements, in an equitable and fair method, according to custom, tradition and federal requirements.

XXXI. FISCAL ACCOUNTABILITY

The Oneida Nation will comply with the Fiscal Accountability provision of Section 5(F)(1) of the Indian Self-Determination and Education Assistance Act (U.S.C. 450c(f)(1), relating to the submission of a single-agency report required by Chapter 75 of Title 31, U S Code.

XXXII. DATA COLLECTION AND REPORTING

The Oneida Nation will comply with all the regulatory and statutory TANF reporting requirements.

XXXIII. RETROCESSION

Should the Oneida Nation of Indians of Wisconsin ever need to retrocede back to the State of Wisconsin, the Nation shall adhere to all required regulations and related laws.

59 of 409

Signatures:

Tehassi Hill Tribal Chairman

Delia Smith, Community ES Director

Barbara Metoxen, Economic Support Program Manager

Date

Date

Date

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
 Accept as Information only Action - please describe: Review/Approve the Restated Elected Business Committee Retirement Program and Restated Elected Business Committee Deferred Compensation Plan & Resolution
3. Supporting Materials
Report I Resolution I Contract S Other:
1.Resolution_Restated BC Retiremt Prog & BC DCP 3.BC Deferred Compensation Plan
2.BC Retirement Program 4.SOE
Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Larry Barton, Chief Financial Officer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO 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:

Restated plans to update the name from Oneida Tribe of Indians of Wisconsin to Oneida Nation. No changes to the benefits in the plans. Plans previously approved through resolution 12-10-08-E.

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

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____ Restated Elected Business Committee Retirement Program and Restated Elected Business Committee Deferred Compensation Plan

- **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through Resolution 12-10-08-E, previously adopted the Oneida Tribe of Indians of Wisconsin Elected Business Committee Retirement Program and the Oneida Tribe of Indians of Wisconsin Elected Business Committee Deferred Compensation Plan; and
- WHEREAS, legal counsel has prepared updated versions of the Retirement Program and the Deferred Compensation Plan to update the name of the Nation and the benefit programs, and to incorporate the Business Committee's prior action to modify the investment options available under the Deferred Compensation Plan; and
- WHEREAS, no changes to the benefits available to Business Committee members under the Retirement Program or the Deferred Compensation Plan are being proposed at this time; and
- **NOW, THEREFORE, BE IT RESOLVED**, that the amended and restated Oneida Nation Elected Business Committee Retirement Program effective as of January 1, 2018 is hereby authorized and approved, in the form submitted to the Business Committee this date.
- **BE IT FURTHER RESOLVED**, that the amended and restated Oneida Nation Elected Business Committee Deferred Compensation Plan effective as of January 1, 2018 is hereby authorized and approved, in the form submitted to the Business Committee this date.
- **BE IT FINALLY RESOLVED**, that any and all accounts, insurance policies or other investments held in connection with either the Business Committee Retirement Program or the Business Committee Deferred Compensation Plan shall be retitled to reflect the correct name of the Nation.

63 of 409

Oneida Nation Oneida Business Committee Legislative Operating Committee PO Box 365 • Oneida, WI 54155-0365 Oneida-nsn.aov



Statement of Effect

Resolution to Adopt Restated Elected Business Committee Retirement Program and Restated Elected Business Committee Deferred Compensation Plan

Summary

The resolution updates the name of the Nation and the benefit programs in the previously adopted Oneida Tribe of Indians of Wisconsin Elected Business Committee Retirement Program and the Oneida Tribe of Indians of Wisconsin Elected Business Committee Deferred Compensation Plan.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office Date: February 8, 2018

Analysis by the Legislative Reference Office

The Oneida Business Committee, through resolution BC-12-10-08-E, previously adopted the Oneida Tribe of Indians of Wisconsin Elected Business Committee Retirement Program and the Oneida Tribe of Indians of Wisconsin Elected Business Committee Deferred Compensation Plan.

This resolution updates the name of the Nation and the benefit programs in the Retirement Program and the Deferred Compensation Plan, as well as incorporates the Oneida Business Committee's prior action to modify the investment options available under the Deferred Compensation Plan. No changes to the benefits available to Oneida Business Committee members under the Retirement Program or the Deferred Compensation Plan are proposed at this time.

This resolution authorizes and approves the amended and restated Oneida Nation Elected Business Committee Retirement Program as well as the Oneida Nation Elected Business Committee Deferred Compensation Plan, both of which were effective as of January 1, 2018.

Additionally, this resolution clarifies that all accounts, insurance policies or other investments held in connection with either the Business Committee Retirement Program or the Business Committee Deferred Compensation Plan shall be retitled to reflect the correct name of the Nation.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

ONEIDA NATION

ELECTED BUSINESS COMMITTEE

RETIREMENT PROGRAM

Restatement Effective Date: January 1, 2018

ONEIDA NATION ELECTED BUSINESS COMMITTEE RETIREMENT PROGRAM

PREAMBLE

Pursuant to Revenue Ruling 59-354, compensation for elected council service to an Indian tribal government is not treated as "wages" for purposes of Social Security. The Oneida Nation, a federally recognized Indian tribal government and treaty tribe recognized by the laws of the United States of America (the "Nation"), has excluded Business Committee wages from Social Security taxes as required by Revenue Ruling 59-354.

Because Business Committee members are required to work full-time to carry out the duties of their offices, and in recognition by the General Tribal Council of the need to attract concerned and knowledgeable members to run for these positions to guide the Nation, the General Tribal Council directed that a "benefits package" be developed for the Oneida Business Committee members. The benefits package was to be designed to allow Business Committee members to earn a retirement benefit during their years of service on the Oneida Business Committee in lieu of the Social Security retirement credits they are excluded from earning during this period of service.

The benefits package over the years has included participation in the Oneida Nation Governmental 401(k) Plan, "run-out" benefits, and the choice between having an amount equal to the Social Security tax rate invested in a tax qualified government status retirement plan sponsored by the Nation or through an insurance / annuity contract outside of a tax qualified plan.

ARTICLE I PURPOSE

By action of the Business Committee taken in December 2008, the Nation consolidated the foregoing benefits package and incorporated deferred compensation options in a format in line with the Nation's other non-qualified plans. By this instrument, the Nation intends to update the documentation for the Elected Business Committee Retirement Program to reflect the change to the Nation's name.

ARTICLE II DOCUMENTATION

2.1 PLAN DOCUMENTS.

(a) <u>GENERAL</u>. The Oneida Nation Elected Business Committee Retirement Program (the "Program") consists of separate plan documents (the "Plans") comprising each option within the benefits package made available to Business Committee members. The Plan documents that apply to a Business Committee participant will depend on the selections that Business Committee member has made. The options may also vary over time. (b) <u>AVAILABLE PLANS</u>. Subject to the participant designation requirements and other individual Plan eligibility terms and conditions, Plans included in the Elected Business Committee Retirement Program have included the following:

(1) <u>Oneida Nation Governmental 401(k) Plan</u> (the "Nation's 401(k) Plan"). Through December 31,2008, Business Committee members who otherwise satisfied the eligibility requirements therein were permitted to participate in the Nation's 401(k) Plan. Business Committee wages have been reported on Form W-2 at the request of the Internal Revenue Service, Indian Tribal Governments Division ("ITG"). ITG has also indicated that elected officials may be included in 401(k) and other tribal benefit programs. However, participation by Business Committee members in the Nation's 401(k) Plan has added administrative burdens to the Nation's 401(k) Plan by including both Social Security eligible and non-Social Security eligible participants. To simplify administration, the Nation discontinued Business Committee participation effective December 31, 2008.

(2) <u>Oneida Nation Business Committee Retirement Plan</u>, now known as the "Oneida Nation Business Committee 401(k) Plan" (the "BC Tax Qualified Plan").

(i) <u>Social Security Replacement Benefits</u>. Effective January 1, 2001, Business Committee members who are exempt from Social Security taxes under Revenue Ruling 59-354 were permitted to have their 7.65% employee Social Security taxes and the 7.65% employer Social Security taxes invested in mutual and other investment funds offered under the BC Tax Qualified Plan. Participants electing to participate in this plan are also eligible to receive a lump sum contribution, called run-out benefits, for the final year of an elected term equal to the Social Security tax amount for such participant multiplied by three. Run-out benefits may be adjusted from year to year and are described more fully in the BC Tax Qualified Plan. The plan is currently invested in mutual fund options. Mutual fund providers may change from time to time.

(ii) <u>Tribal Plan Replacement Feature</u>. Effective January 1, 2009, the 401(k), matching and profit sharing benefits previously available to Business Committee members through the Nation's 401(k) Plan, are now included as options within a 401(k) feature under the BC Tax Qualified Plan.

(iii) <u>Irrevocable Election</u>. Each Business Committee member must elect between receiving Social Security Replacement Benefits under the BC Tax Qualified Plan or another Program option at the start of an elected term. The decision is irrevocable for that term. Failure to elect, or delay in making an election, shall result in a forfeiture of the contributions that would have otherwise been paid.

(3) <u>Member Owned Insurance / Annuity Option</u>. Business Committee members who do not elect to receive Social Security Replacement Benefits to be invested in mutual funds within the BC Tax Qualified Plan may elect to enroll in a life insurance or variable annuity investment product. Providers may change from time to time. Enrollees in this option make 7.65% contributions to the product they select on a post tax basis. The Nation contributes the 7.65% amount that would have otherwise been paid in employer Social Security taxes. Participants electing this option are also eligible to receive run out benefits equal to continued contributions based on the Social Security tax amount for such participant while a Business Committee member for the next 6 years following the final year of an elected term. Run-out benefits may be adjusted from year to year. Run-out benefits cease upon distribution before the end of the run-out period. Each Business Committee member must elect between receiving Social Security Replacement Benefits under this or another Program option at the start of an elected term. The decision is irrevocable for that term. Failure to elect, or delay in making an election, shall result in a forfeiture of the contributions that would have otherwise been paid.

(4) <u>Elected Business Committee Deferred Compensation Plan.</u>

Business Committee members may, upon satisfying the eligibility requirements therein, elect to make voluntary pre-tax deferrals to the Elected Business Committee Deferred Compensation Plan (the "DCP") in addition to or in lieu of those available under the 401(k) feature of the BC Tax Qualified Plan. The DCP is also available as an option for providing Social Security Replacement Benefits through mutual fund or other investments available under the DCP, or as a pre-tax alternative to the purchase of life insurance or annuity benefits in lieu of the Member Owned Insurance / Annuity Option. Each Business Committee member must elect between receiving Social Security Replacement Benefits under this or another Program option at the start of an elected term. The decision is irrevocable for that term. Failure to elect, or delay in making an election, shall result in a forfeiture of the contributions that would have otherwise been paid. DCP benefits are subject to all election, change and other benefit payment restrictions imposed by Internal Revenue Code Section 409A; provided that the Nation shall preserve all exemptions to which it may be entitled to under Code Section 409A for grandfathered benefits or those benefits which do not constitute deferred compensation thereunder.

(c) <u>ADDITIONAL PLANS</u>. The Nation reserves the right to remove or designate new plans as part of the Elected Business Committee Retirement Program.

2.2 CONSTRUCTION.

(a) <u>GOVERNING LAW/SOVEREIGN IMMUNITY</u>. The terms of a Plan shall control in the event of a conflict between the Plan and its description herein. All of the provisions of the Program shall be construed and enforced according to the laws of the Nation except as otherwise required by the Code or other applicable federal law. Nothing in this Section or in any other provision of the Program or individual plans incorporated herein shall be construed to make applicable any laws or regulations which the Nation is entitled to exemption from in accordance with its sovereign status. Nothing in this Program or any plan incorporated herein shall be construed as a waiver of the Nation's immunity unless expressly and unequivocally waived by express Resolution of the Business Committee and in accordance with Oneida law.

(b) <u>PENSION PROTECTION ACT AND ERISA EXEMPTIONS</u>. The nonqualified plan(s) incorporated into this Program are offered primarily for the benefit of a select group of management or highly compensated officials. The plans are further intended to qualify under Section 906 of the Pension Protection Act of 2006 (the "PPA") and to preserve all other exemptions provided under the Code, the PPA and ERISA. The Nation does not intend to waive any exemptions or relief provided under ERISA, the PPA or Code by its voluntary adoption of policies, procedures, or provisions otherwise not required by ERISA, the PPA or Code. Rather, the Nation's voluntary adoption of any such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with the Nation's desire to provide sound benefits for its Business Committee Members.

(c) CODE SECTION 409A. Those non-qualified plan options or features of the Program which constitute deferred compensation as regulated by Code Section 409A shall be operated in compliance with the final Treasury Regulations issued under Code Section 409A (the "final 409A Regulations") and, for periods preceding the final 409A Regulations, in good faith compliance with IRS Notice 2005-1 and the prior proposed regulations under Code Section 409A as supplemented through all transition periods. Nothing herein shall subject grandfathered amounts, as defined in Notice 2005-1 and the final 409A Regulations to the requirements of Code Section 409A. Nothing herein shall be construed as a limitation on the Nation's ability to adopt conforming amendments up to the extended remedial amendment periods offered under Code Section 409A. The non-qualified plan options hereunder shall be construed to reserve all flexibility and compliance options available under Code Section 409A. Notwithstanding anything herein to the contrary, the Nation further reserves any and all other exemptions from Code Section 409A to which it may be entitled, including without limitation those Benefits that are not considered "deferred compensation" within the meaning of Code Section 409A.

ARTICLE III AMENDMENT, MERGER AND TERMINATION

3.1 <u>AMENDMENT</u>.

Subject to directions from the General Tribal Council regarding the establishment of an Elected Business Committee Retirement Program, the Business Committee shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the plan administrator and trustee, if applicable, to the affected Plans, to modify, alter or amend this Program, in whole or in part, prospectively or retroactively; provided, however, that (1) any changes that require amendment to an underlying Plan must be coordinated with the underlying Plan change and amendment rules; and (2) the amendment shall not reduce any Participant's interest in the Program benefits, calculated as of the date on which the amendment is adopted.

3.2 <u>TERMINATION</u>.

It is the expectation of the Nation that this Program will be continued indefinitely. However, continuance of the Program or any underlying plans is not assumed as a contractual obligation of the Nation, and the right is reserved at any time to terminate this Program or any of the underlying plans (subject to individual plan termination restrictions) incorporated hereunder.

ARTICLE IV GENERAL PROVISIONS

4.1 LIMITATION ON PARTICIPANT'S RIGHTS.

Participation in the Program shall not give any Business Committee Member the right to a position on the Business Committee or to be retained in the Nation's employ or any right or interest in the Trust Fund other than as herein provided.

4.2 **HEIRS AND SUCCESSORS.**

All of the provisions of this Plan shall be binding upon all persons who shall be entitled to any benefits hereunder, and their heirs and legal representatives.

IN WITNESS WHEREOF, the Nation has caused this Plan to be executed by its duly authorized representative on this _____ day of _____, 2018.

ONEIDA NATION

By: ______ Tehassi Hill, Oneida Tribal Chairman

ONEIDA NATION ELECTED BUSINESS COMMITTEE DEFERRED COMPENSATION PLAN

Restatement Effective Date (409A Required Provisions): January 1, 2005 Restatement Effective Date (Optional Provisions): January 1, 2009 Restatement Effective Date (Name Change): January 1, 2018

ONEIDA NATION ELECTED BUSINESS COMMITTEE DEFERRED COMPENSATION PLAN

PREAMBLE

The Oneida Nation, a federally recognized Indian Tribal government and treaty tribe recognized by the laws of the United States of America (the "Nation"), previously established a supplemental retirement benefits package, now known as the "Oneida Nation Business Committee Retirement Program" (the "Program") to address the exclusion of elected Business Committee members from Social Security eligibility pursuant to IRS Revenue Ruling 59-354. The Program includes various benefit options and plans, including this Deferred Compensation Plan.

By this instrument, the Nation hereby amends and restates those features of the Program that include non-qualified deferred compensation arrangements to reflect the change to the Nation's name enacted by a 2015 amendment to the Nation's Constitution. Effective January 1, 2018, this Deferred Compensation Plan is retitled as the "Oneida Nation Elected Business Committee Deferred Compensation Plan" (the "Plan").

ARTICLE I PURPOSE

The Plan is intended to provide a tax-deferred savings vehicle for individuals who serve the Nation as elected members of the Nation's Business Committee.

The Plan is intended to preserve all exemptions to which the Nation may be entitled under the Employee Retirement Income Security Act ("ERISA"), section 906 of the Pension Protection Act (the "PPA") and the Internal Revenue Code (the "Code") as a result of its sovereign status.

ARTICLE II DEFINITIONS AND CONSTRUCTION

2.1. <u>DEFINITIONS</u>.

When a word or phrase shall appear in this Plan with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be a term defined in this Section 2.1. The following words and phrases utilized in the Plan with the initial letter capitalized shall have the meanings set forth in this Section 2.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "<u>ACT</u>" - The Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(b) "<u>AUTHORIZED LEAVE OF ABSENCE</u>" - A leave of absence granted in writing in accordance with the Business Committee's uniformly applied rules regarding leaves of absence from Business Committee service or a leave of absence for service as a member of the armed forces of the United States, provided that the Participant left the Business Committee directly to enter the armed services and returns to service within the period during which his Business Committee service rights are protected by law. The service relationship is treated as continuing while a Participant is on military leave, sick leave, or other bona fide leave of absence (if the period of such leave does not exceed six months, or if longer, so long as the Participant's right to return to service with the Business Committee is protected either by statute or contract. If the period of leave exceeds six months and the Participant's right to return to service is not protected either by statute or by contract, the service relationship is deemed to terminate on the first day immediately following the expiration of such six-month period. Whether a termination has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Section 409A of the Code.

(c) "<u>BENEFICIARY</u>" - The person or persons entitled to receive benefits under this Plan in the event of death of the Participant.

(d) "<u>BENEFIT COMMENCEMENT DATE</u>" - The first day on which all events (including the passing of the day on which benefit payments are scheduled to commence) have occurred which entitle the Participant to receive his first benefit payment from the Plan.

(e) "<u>BUSINESS COMMITTEE</u>" - The recognized elected body of the Oneida Nation, vested with those delegated governmental duties pursuant to the Constitution and By-Laws of the Oneida Nation and the Oneida General Tribal Council.

(f) "<u>BUSINESS COMMITTEE MEMBER</u>" - Each person receiving remuneration, or who is entitled to remuneration, for services rendered to the Nation in the capacity as an elected member of the Business Committee. Business Committee Members are elected officials within the meaning of Revenue Ruling 59-354 and Code Section 7701(a)(26).

(g) "<u>CODE</u>" - The Internal Revenue Code of 1986, as amended.

(h) "<u>COMPENSATION</u>" - All of the Participant's wages or other compensation (including Social Security exempt elected official compensation) paid to the Participant by the Nation for which the Participant is furnished a written statement on IRS Form W-2. For purposes of this paragraph Compensation for a Plan Year shall include amounts (such as pre-tax deferrals to the 401(k) Plan and deferrals under this Plan) which are not currently includible in the Participant's gross taxable income by reason of the application of Sections 125, 402(e)(3), 402(h)(1)(B), 403(b) or other provisions of the Code, if such amounts are attributable to the performance of services in an eligible position hereunder. Compensation for elected officials included for participation in this Plan shall include elected official pay whether reported on IRS Form W-2 or IRS Form 1099. Use of a Form W-2 shall not waive an elected official's status, if any, under Code Section 7701(a)(26) or Revenue Ruling 59-354. The Deferred Compensation Committee may adopt uniform and non-discriminatory rules regarding the exclusion of other amounts from Compensation for purposes of the Plan.

(i) "<u>DEFERRED COMPENSATION COMMITTEE</u>" - The individual, department or committee appointed to act as the plan administrator of the Plan pursuant to Article X.

(j) "<u>DISABILITY</u>" - A determination by the Deferred Compensation Committee that the Participant is unable to engage in any gainful activity, or is receiving income replacement benefits for a period of 3 or more months from an accident and health plan of the Nation by reason of a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of 12 or more months. The Deferred Compensation Committee may, but need not, deem a Participant to be disabled who is determined to be totally disabled by the Social Security Administration or Railroad Retirement Board. (k) "DISCRETIONARY CONTRIBUTIONS" - The amounts contributed to the Trust Fund, if any, pursuant to Section 5.1. Discretionary Contributions may include Social Security Replacement Benefits in the form of Matching Contributions, Tribal 401(k) Replacement Benefits in the form of Matching and or bonus / profit sharing style contributions, or other Discretionary Contributions permitted under Section 5.1.

(I) "DISCRETIONARY CONTRIBUTIONS ACCOUNT" - The book keeping Account and sub-accounts as necessary established pursuant to Section 6.1, to which a Participant's Discretionary Contributions are credited, along with any increases and decreases in value attributed thereto.

(m) "<u>EFFECTIVE DATE</u>" - Except as otherwise provided with respect to specific provisions herein, the general effective date of this amendment and restatement of the Plan is January 1, 2009. All plan provisions and operational requirements added by Code Section 409A shall, notwithstanding anything herein to the contrary, be effective as of the Code Section 409A required effective date(s) (generally, January 1, 2005).

(n) "<u>NATION</u>" - The Oneida Nation, a federally recognized Indian Tribal government and treaty tribe recognized by the laws of the United States of America.

(o) "<u>PARTICIPANT</u>" - Each Business Committee Member who as of or after the Effective Date has satisfied the eligibility requirements specified in Section 3.1 and whose participation in the Plan has not been terminated. If so indicated by the context, the term Participant shall also include former Participants whose active participation in the Plan has terminated but who have not received all amounts to which they are entitled pursuant to the terms and provisions of this Plan. Whether former Participants are allowed to exercise an option or election extended to "Participants" will be determined by the Deferred Compensation Committee in the exercise of its discretion.

(p) "<u>PLAN</u>" - The Oneida Nation Elected Business Committee Deferred Compensation Plan (formerly known as the Oneida Tribe of Indians of Wisconsin Elected Business Committee Deferred Compensation Plan) as set forth in this instrument, and as it may hereafter be amended.

(q) "<u>PLAN YEAR</u>" - The twelve consecutive month period beginning each January 1 and ending each December 31.

(r) "<u>SALARY REDUCTION CONTRIBUTIONS</u>" - The pre-tax elective deferrals directed by Participants pursuant to Section 4.1(a). A Participant electing to receive Social Security Replacement Benefits under this Plan must make minimum Salary Reduction Contributions at a rate of 7.65% (called "Basic Contributions").

(s) "<u>SALARY REDUCTION CONTRIBUTIONS ACCOUNT</u>" - The book keeping Account and sub accounts as appropriate established pursuant to Section 6.1, to which a Participant's Salary Reduction Contributions are credited, along with any increases and decreases in value attributed thereto.

(t) "<u>SOCIAL SECURITY REPLACEMENT BENEFITS</u>" - The benefits available to Business Committee Members, pursuant to Sections 3.2 and 5.1(a), who are excluded under the federal Social Security program for periods of elected service and who do not receive Social Security Replacement Benefits under another Program option. (u) "<u>TERMINATION DATE</u>" - The date a Business Committee Member separates from service as a member of the Business Committee. The term "separation from service" means the termination of service due to death, retirement or other reasons where it is reasonably anticipated that no further Business Committee services will be performed after a certain date. A Participant on an Authorized Leave of Absence shall not be deemed to be terminated. Whether a separation from service has occurred will be determined based on all of the facts and circumstances and in accordance with the final Treasury Regulations issued pursuant to Code Section 409A.

(v) "<u>TRIBAL 401(k) REPLACEMENT BENEFITS</u>" - The benefits available to Business Committee Members, pursuant to Sections 4.1 and 5.1(b), who are excluded under the Nation's 401(k) Plan and do not participate in the Oneida Nation Business Committee 401(k) Plan.

(w) "<u>TRUST AGREEMENT</u>" - The Trust Agreement or Agreements, if any, which may be used under the Plan pursuant to Section 12.3. A Trust Agreement, if adopted, shall be administered in substantial conformity with the model IRS Rabbi trust appearing in Revenue Procedure 92-64.

(x) "<u>TRUST FUND</u>" or "<u>TRUST</u>" - The fund established by the Nation pursuant to the terms of the Trust Agreement.

(y) "<u>TRUSTEES</u>" - The individual, individuals or entity appointed pursuant to the Trust Agreement. The Trustees shall acknowledge acceptance of their appointment by the execution of the Trust Agreement or, in the case of a successor Trustee, by the execution of an appropriate written instrument. If the Business Committee appoints two or more individuals or entities to act jointly as a successor Trustee, the term "Trustee" shall refer collectively to all of said individuals or entities. In the absence of an appointment, the Business Committee shall serve as Trustee.

(z) "<u>UNFORESEEABLE EMERGENCY</u>" - A severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The Deferred Compensation Committee shall determine the existence of an Unforeseeable Hardship in accordance with Code Section 409A and the final Treasury Regulations issued thereunder.

(aa) "<u>VALUATION DATE</u>" - The date for valuing the assets of the Trust Fund, which shall be the last business day of the Nation's fiscal year (September 30) and such other dates as the Deferred Compensation Committee may designate.

2.2. <u>CONSTRUCTION</u>.

(a) <u>GENERAL</u>. The masculine gender, where appearing in the Plan, shall include the feminine gender (and vice versa), and the singular shall include the plural, unless the context clearly indicates to the contrary. The term "delivered to the Deferred Compensation Committee," or similar terms as used in the Plan or the Trust Agreement, shall include delivery to a person or persons designated by the Deferred Compensation Committee for the disbursement and receipt of administrative forms. Headings and subheadings are for the purpose of reference

only and are not to be considered in the construction of this Plan. The Plan shall be construed in a manner consistent with the Nation's intentions as set forth herein.

(b) <u>SAVINGS PROVISION</u>. If any provision of the Plan is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(c) <u>GOVERNING LAW/SOVEREIGN IMMUNITY</u>. All of the provisions of the Plan shall be construed and enforced according to the laws of the Nation except as otherwise required by the Code or other applicable federal law. Nothing in this Section or in any other provision of the Plan or Trust Agreement shall be construed to make applicable any laws or regulations which the Nation is entitled to exemption from in accordance with its sovereign status. Nothing in this Program or any plan incorporated herein shall be construed as a waiver of the Nation's immunity unless expressly and unequivocally waived by express Resolution of the Business Committee and in accordance with Oneida law.

(d) <u>TOP HAT PLAN AND OTHER EXEMPTIONS</u>. The Plan is intended to be treated as an "unfunded top hat" plan exempt from Title 1 of the Act as a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated officials. The Plan is further intended to preserve all other exemptions provided under the Code, the PPA and the Act. The Nation does not intend to waive any exemptions or relief provided under the Act, the PPA or Code by its voluntary adoption of policies, procedures, or provisions otherwise not required by the Act, the PPA or Code. Rather, the Nation's voluntary adoption of any such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with the Nation's desire to provide sound benefits for its Business Committee Members.

CODE SECTION 409A. The Plan shall be construed and operated in (e) compliance with Code Section 409A, effective January 1, 2005. Those features of the Plan which constitute deferred compensation as regulated by Code Section 409A shall be operated in compliance with the final Treasury Regulations issued under Code Section 409A (the "final 409A Regulations") and, for periods preceding the final 409A Regulations, in good faith compliance with IRS Notice 2005-1 and the prior proposed regulations under Code Section 409A as supplemented through all transition periods. Nothing herein shall subject grandfathered amounts, as defined in Notice 2005-1 and the final 409A Regulations to the requirements of Code Section 409A. Nothing herein shall be construed as a limitation on the Nation's ability to adopt conforming amendments up to the extended remedial amendment periods offered under Code Section 409A. The Plan shall be construed to reserve all flexibility and compliance options available under Code Section 409A. Notwithstanding anything herein to the contrary, the Nation further reserves any and all other exemptions from Code Section 409A to which it may be entitled, including without limitation those Benefits that are not considered "deferred compensation" within the meaning of Code Section 409A.

(f) <u>PENSION PROTECTION ACT</u>. Nothing herein shall be construed as a waiver of rights under Section 906 of the Pension Protection Act (the "PPA").

ARTICLE III ELIGIBILITY AND PARTICIPATION

3.1. ELIGIBILITY AND PARTICIPATION.

Individuals who serve in elected positions on the Nation's Business Committee shall be eligible for designation as a participant in the Plan during their entire term of Business Committee service, subject to the terms and conditions of the Plan.

3.2. ENROLLMENT IN SOCIAL SECURITY REPLACEMENT FEATURE.

(a) <u>GENERAL</u>. Each Business Committee Member who is (1) no longer receiving Social Security credits under Revenue Ruling 59-354, (2) who is designated for participation in the Social Security Replacement Feature of this Plan, and (3) who is not otherwise receiving Social Security Replacement Benefits under another Program option is eligible for participation in the Social Security Replacement Feature of the Plan. A Business Committee Member electing to participate in the Social Security Replacement Feature of the Plan. A Business Committee Basic Contributions in the amount of 7.65% of his or her Compensation pursuant to a Salary Reduction Agreement that satisfies Section 3.3(b).

(b) <u>ENROLLMENT FORMS</u>. A Participant may be required to complete participation agreements, investment elections, beneficiary designations, distribution elections and other forms required by the Deferred Compensation Committee.

3.3. ENROLLMENT IN VOLUNTARY SAVINGS FEATURE.

(a) <u>GENERAL</u>. Each Business Committee Member who is selected for participation pursuant to Section 3.1 may elect to make Salary Reduction Contributions to the Plan by entering into a Salary Reduction Agreement that satisfies the requirements of Section 3.3(b), along with any other administrative forms or participation agreements as may be required by the Deferred Compensation Committee.

SALARY REDUCTION AGREEMENTS. (b) Each Salary Reduction Agreement (for Participants seeking to make Salary Reduction Contributions) shall be entered into prior to the first day of a Plan Year for which it is to go into effect unless the Participant is first offered (or eligible for) a Participation Agreement mid-year, in which case the agreement must be entered into within 30 days thereafter. Salary Reduction Agreements shall apply only with regard to Compensation for services performed after the election is entered into. All Salary Reduction Agreements shall, except in the case of Unforeseeable Hardship or a hardship distribution pursuant to Treasury Regulation Section 1.401(k)-1(d)(3), be irrevocable and remain in effect throughout the entire Plan Year for which they are effective. Each Salary Reduction Agreement shall be in a form approved by the Deferred Compensation Committee, the terms of which shall be arrived at through agreement between the Deferred Compensation Committee and the Participant, to the extent consistent with this Plan. In the event a Salary Reduction Agreement is cancelled as a result of an Unforeseeable Emergency or a Code Section 401(k) hardship distribution, such Salary Reduction Agreement shall be cancelled and not merely suspended, and the Participant shall thereafter be subject to the initial deferral election rules of Code Section 409A.

(c) <u>COORDINATION WITH 401(K)</u>. Unless the Deferred Compensation Committee approves a Salary Reduction Agreement which is expressly intended to operate on a coordinated basis with the Participant's 401(k) Plan, all Salary Reduction Agreements with respect to a Participant who also participates in a 401(k) Plan shall be administered independently of the 401(k) Plan. To the extent 401(k) plan coordination is employed, that coordination shall be subject to compliance with Treasury Regulation Section 1.409A-2(a)(9), as the same may hereafter be supplemented or modified by further guidance or regulations. The Deferred Compensation Committee shall implement such other restrictions and procedures as may be required for compliance with Code Section 409A.

(d) <u>ENROLLMENT FORMS</u>. A Participant may be required to complete participation agreements, investment elections, beneficiary designations, distribution elections and other forms required by the Deferred Compensation Committee.

3.4. <u>RETURN TO SERVICE</u>.

(a) <u>GENERAL</u>. In the event that a Participant separates from service with the Nation during a Plan Year and later returns to service in an eligible position before the end of that Plan Year, and before his Benefit Commencement Date, such Participant shall resume participation in the Plan upon commencement of his new Business Committee term. If a Participant returns to service after the end of the Plan Year in which his service was terminated or after his Benefit Commencement Date, he must (i) satisfy the eligibility criteria of Section 3.1 following his return, and (ii) enter into a new participation agreement or other enrollment forms required by the Deferred Compensation Committee (within 30 days of his or her eligibility designation) prior to participating or recommencing participation in the Plan. Notwithstanding the foregoing, a Participant's ability to enter into a new Salary Reduction Agreement upon rehire shall be governed by the rules set forth in paragraph (b) below and Code Section 409A.

(b) <u>SALARY REDUCTION AGREEMENT FOLLOWING REHIRE</u>. If a rehired Participant has not received a full distribution of the Benefit previously accrued under the Plan, the Participant may enter into a Salary Reduction Agreement within 30 days of the date on which he or she reenters the Plan, as determined in paragraph (a) above, provided, however, that the Participant was not eligible to participant has received a full distribution of the Benefit previously accrued under the Plan, the Participant has received a full distribution of the Benefit previously accrued under the Plan, the Participant may enter into a Salary Reduction Agreement within 30 days of the date on which he or she reenters the Plan, as determined in paragraph (a) above, without regard to his or her status as an eligible person during the preceding twenty-four (24) months. Any re-elected Participant who is not eligible to enter into a mid-year Salary Reduction Agreement shall be provided the opportunity to complete a Salary Reduction Agreement prior to the beginning of the next Plan Year.

3.5. **TERMINATION OF PARTICIPATION**.

A Participant's participation in the Plan, but not his right, if any, to payment of benefits, shall be terminated upon the Participant's separation from service with the Nation or upon his transfer from an eligible class as provided in Section 3.6.

3.6. TRANSFERS TO AND FROM AN ELIGIBLE CLASS.

(a) <u>TRANSFERS OUT OF PLAN</u>. A Participant will automatically become ineligible to participate in the Plan as of the effective date of a change in his classification if as a result of the change he is no longer an eligible person under the Plan. All sums credited to the former Participant's accounts will continue to be held pursuant to the terms

of this Plan and will be distributed to the former Participant only upon the occurrence of an event permitting a distribution pursuant to the provisions of this Plan.

(b) <u>TRANSFERS TO PLAN</u>. If an individual who was previously not eligible to participate in the Plan becomes eligible during a Plan Year, such eligible person's participation may not begin until (1) he is designated for Participation pursuant to Section 3.1, and (2) he completes a participation agreement or other required enrollment forms and (if applicable) a Salary Reduction Agreement pursuant to Section 3.3.

ARTICLE IV EMPLOYEE CONTRIBUTIONS

4.1. <u>ELECTIVE CONTRIBUTIONS</u>.

(a) <u>SALARY REDUCTION CONTRIBUTIONS</u>. Participants who are eligible to make Salary Reduction Contributions to the Plan must enter into a Salary Reduction Agreement meeting the requirements of Section 3.3. The amount otherwise includible as a Participant's taxable Compensation shall then be reduced by an amount equal to the contributions made pursuant to his Salary Reduction Agreement. Each Participant may direct the Nation to make contributions to the Plan pursuant to the elections expressly set forth in his Salary Reduction Agreement. A Business Committee Member electing to receive Social Security Replacement Benefits under this Plan pursuant to section 3.2 must elect to contribute Basic Contributions in the amount of 7.65% of his or her Compensation.

(b) <u>TRANSFER TO TRUSTEE</u>. Contributions made pursuant to a Salary Reduction Agreement shall be forwarded to the Trustee as soon as practicable following the end of the payroll period for which the contribution is made.

(c) <u>ELECTION PROCEDURES</u>. A Participant's contributions shall be subject to such restrictions regarding minimum and maximum amounts that may be directed as the Deferred Compensation Committee shall determine and announce to Plan Participants.

(d) <u>COMPLIANCE WITH CODE SECTION 409A</u>. All deferral elections are subject to the requirements of Code Section 409A, which shall supercede any provisions in this Plan or a Participation and Salary Reduction Agreement to the contrary.

ARTICLE V EMPLOYER CONTRIBUTIONS

5.1. DISCRETIONARY CONTRIBUTIONS.

(a) <u>SOCIAL SECURITY REPLACEMENT BENEFITS</u>. A Participant who is receiving Social Security Replacement Benefits pursuant to Section 3.2 of this Plan shall receive Discretionary Matching Contributions equal to the Participant Basic Contributions (7.65%) plus additional run out contributions as follows:

> (I) DCP mutual fund investment option pursuant to Section 12.2(a): lump sum contribution for the final year of an elected term equal to the Social Security tax amount for such Participant while a Business Committee Member multiplied by three. Run-out benefits may be adjusted from year to year.

(II) Life insurance / annuity contract investment option pursuant to Section 12.2(b): continued contributions equal to the Social Security tax amount for such participant while a Business Committee member for the next 6 years following the final year of an elected term. Runout benefits may be adjusted from year to year. Run-out benefits cease upon distribution of Benefits before the end of the run-out period.

(b) <u>TRIBAL 401(k) REPLACEMENT BENEFITS</u>. A Participant who does not participate in the Oneida Nation Governmental 401(k) Plan or the Oneida Nation Business Committee 401(k) Plan (the "401(k) Plan") shall receive Discretionary Contributions (match and profit sharing as appropriate) at rates that the Participant would have received had he or she participated in the 401(k) Plan and, with regard to matching contributions, provided that the Participant makes voluntary Salary Reduction Contributions to the Plan.

(c) <u>OTHER</u>. The Nation reserves the right to declare other Discretionary Contributions in addition to a Participant's regular Compensation. The Nation shall determine the amount of Discretionary Contributions to be made on behalf of Business Committee Members. Discretionary Contributions are wholly discretionary, and may (without limitation) be tied to performance goals and profitability. Discretionary Contributions may take the form of matching contributions or bonus / profit sharing style contributions.

(d) <u>SOURCE</u>. Discretionary Contributions are in addition to a Participant's regular Compensation. Such contributions are not available for payment in cash, except pursuant to the terms of the Plan, and are not subject to a deferral or salary reduction election.

(e) <u>TRANSFER TO TRUSTEE</u>. Discretionary Contributions shall be forwarded to the Trustee or other funding medium within a reasonable time following the payroll period to which the contribution relates. Discretionary Contributions may be made as of the last day of a Plan Year.

(f) <u>ELIGIBLE PARTICIPANTS (LAST DAY RULE)</u>. Discretionary Contributions for a Plan Year may be made contingent on the Participant performing services through the last day of the Plan Year (or elected term if earlier).

ARTICLE VI ACCOUNTING; UNFUNDED PLAN

6.1. BOOKKEEPING ACCOUNTS ONLY.

(a) <u>Accounts.</u> All accounts called for hereunder are bookkeeping accounts only. A separate Salary Reduction Contributions Account, a separate Discretionary Contributions Account, and sub-accounts as appropriate will be maintained for each Participant in the Plan. Each such account shall be adjusted as hereinafter provided to reflect any withdrawals and distributions and the hypothetical investment earnings and losses credited to the Accounts maintained on behalf of the Participant. The establishment and maintenance of separate accounts shall not be construed as giving any person any interest in any specific asset of the Trust which, for investment purposes, shall be administered as a single fund unless and until otherwise directed by the Deferred Compensation Committee or otherwise provided herein. (b) <u>Unfunded Arrangement.</u> This Plan shall be treated as an unfunded plan of deferred compensation wherein benefits are to be paid from the general assets of the Nation. Assets shall not be set aside for purposes of paying benefits hereunder except as may be permitted pursuant to Section 12.3.

(c) <u>Grandfather Accounts.</u> Separate accounts, sub-accounts, or other record keeping sufficient to track and preserve grandfather status under Code Section 409A for contributions made and vested prior to January 1, 2005 shall be maintained for each type of contribution identified in (a) above.

6.2. VALUATION AND ACCOUNT ADJUSTMENTS.

Within a reasonable time after each Valuation Date, the Deferred Compensation Committee shall apportion changes in the net fair market value of each Participants' bookkeeping accounts for the period ending on the most recent Valuation Date.

ARTICLE VII VESTING

7.1. <u>FULL VESTING</u>.

Except as provided in Section 7.2 below, the contributions made to the Plan on behalf of each Participant shall be fully vested and non-forfeitable.

7.2. OPTIONAL VESTING RULES.

Notwithstanding Section 7.1 above, the Nation may incorporate a different vesting schedule or forfeiture provisions for Discretionary Contributions that may, but need not, be tied to the vesting schedule under the Nation's 401(k) or the Business Committee 401(k) Plan. An optional vesting schedule must be communicated to the Participant in advance.

ARTICLE VIII DISTRIBUTION OF BENEFITS

8.1. <u>LIFE TIME BENEFITS</u>.

(a) <u>Standard Payment Date</u>: Unless an optional distribution schedule is selected in accordance with (b) below, the distribution of Benefits under the Plan shall normally commence as soon as practicable following the Participant's Termination Date.

(b) <u>Deferred Payment / Changes</u>: Notwithstanding the foregoing, a Participant may elect to defer the commencement of Benefits to a later date (a "Deferred Payment Date"); provided that such election is made upon initial enrollment, prior to the start of the Plan Year to which the contributions relate or, at any time thereafter, provided that (i) the election may not take effect until at least twelve (12) months after the date on which the election is made, (ii) the election is made no less than twelve (12) months prior to the date benefits would otherwise begin, and (iii) the deferred period is no less than five (5) years past the then expected distribution date. Any election to defer benefits shall be made in accordance with rules and procedures adopted by the Deferred Compensation Committee, and pursuant to a written form approved by the Deferred Compensation Committee. In no event may a Participant change his Benefit Commencement Date or form of distribution after benefits become distributable. The Plan may allow separate elections for each installment and/or each deferral year to the extent permitted by Code Section 409A. The Plan may also allow changes under any additional circumstances permitted pursuant to Treasury Regulation Section 1.409A-0, et seq., as the same may hereafter be supplemented, amended or superseded. Initial and change elections called for herein shall be limited by Code Section 409A except to the extent contributions are entitled to grandfather treatment or are otherwise exempt from Code Section 409A.

(c) <u>No Acceleration:</u> Subject to Section 8.7 (Unforeseeable Emergency), a Participant may not thereafter accelerate his or her payment date to an earlier commencement date once a Deferred Payment Date is selected. The Nation, however, may accelerate payments as provided in Section 8.8 (Small Account Cash Outs), Section 8.9 (Taxes), Section 8.10 (Income Inclusion), Section 8.11 (Offsets), and / or Section 8.12 (Termination and Liquidation).

(d) <u>Grandfather Benefits:</u> Notwithstanding anything herein to the contrary, to the extent permitted under Code Section 409A, Notice 2005-1 and/or subsequent IRS guidance or regulations, amounts deferred into the Plan and vested prior to January 1, 2005 ("Grandfathered Amounts") are subject to the distribution and change rules in effect under the Plan prior to the enactment of Code Section 409A. In no event, however, may a Participant change his Benefit Commencement Date or form of distribution after benefits become distributable. The Deferred Compensation Committee may restrict changes as necessary to avoid premature taxation due to constructive receipt, economic benefit, or the application of Code Section 409A.

8.2. <u>DEATH BENEFITS</u>.

Upon the death of a Participant prior to payment of all of his or her Benefits, the balance of such Benefits shall be paid to his or her Beneficiary or Beneficiaries as soon as practicable following the date of death in a lump sum unless the Participant elects an optional form or deferred payment date upon becoming a Participant hereunder or at such other times (at least 12 months prior to his or her date of death) in compliance with Plan election and change rules required for compliance with Code section 409A.

8.3. <u>METHOD OF DISTRIBUTION</u>.

(a) <u>Standard Form Benefits</u>. The standard form of benefit shall be in the form of a single lump sum.

(b) <u>Optional Forms</u>. The Participant may elect to receive Benefits (lifetime or death) in a lump sum or in installment payments other than those provided for in the Standard Form; provided that: (1) such elections must be consistent with, and limited by, forms and procedures adopted by the Deferred Compensation Committee for that purpose; and (2) such elections must be consistent with, and limited by, Code Section 409A (except to the extent exempt).

8.4. **DESIGNATION OF BENEFICIARY**.

Each Participant shall have the right to designate, on forms supplied by and delivered to the Deferred Compensation Committee, a Beneficiary or Beneficiaries to receive his benefits hereunder in the event of the Participant's death. If the Participant is married when the Beneficiary designation is filed, the designation will be ineffective unless the Participant's spouse consents to the election. Subject to the spousal consent requirements, each Participant

may change his Beneficiary designation from time to time in the manner described above. Upon receipt of such designation by the Deferred Compensation Committee, such designation or change of designation shall become effective as of the date of the notice, whether or not the Participant is living at the time the notice is received. There shall be no liability on the part of the Nation, the Deferred Compensation Committee or the Trustee with respect to any payment authorized by the Deferred Compensation Committee in accordance with the most recent valid Beneficiary designation of the Participant in its possession before receipt of a more recent and valid Beneficiary designation. If no designated Beneficiary is living when benefits become payable, or if there is no designated Beneficiary, the Beneficiary shall be the Participant's spouse; or if no spouse is then living, such Participant's issue, including any legally adopted child or children, in equal shares by right of representation; or if no such designated Beneficiary and no such spouse or issue, including any legally adopted child or children, is living upon the death of a Participant, or if all such persons die prior to the full distribution of such Participant's benefits, then the Beneficiary shall be the estate of the Participant.

8.5. <u>PAYMENTS TO DISABLED</u>.

If a person entitled to any payment hereunder shall be under a legal disability, or in the sole judgment of the Deferred Compensation Committee shall otherwise be unable to apply such payment to his own interest and advantage, the Deferred Compensation Committee in the exercise of its discretion may direct the Trustee to make any such payment in any one (1) or more of the following ways: (a) directly to such person, (b) to his legal guardian or conservator, or (c) to his spouse or to any person charged with the legal duty of his support, to be expended for his benefit. The decision of the Deferred Compensation Committee shall in each case be final and binding upon all persons in interest.

8.6. <u>UNDERPAYMENT OR OVERPAYMENT OF BENEFITS.</u>

In the event that, through misstatement or computation error, benefits are underpaid or overpaid, there shall be no liability for any more than the correct benefit sums under the Plan. Overpayment may be deducted from future payments under the Plan, and underpayment may be added to future payments under the Plan. In lieu of receiving reduced benefits under the Plan, a Participant or beneficiary may elect to make a lump sum repayment of any overpayment. This Section shall be implemented in a manner designed to comply with Code Section 409A.

8.7. UNFORESEEABLE EMERGENCY - ANNUITY BENEFITS ONLY.

Notwithstanding any other provisions of the Plan to the contrary, benefits may become payable prior to the general distribution dates provided above in the case of an Unforeseeable Emergency. Amounts distributed with respect to an Unforeseeable Emergency, however, may not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). The Deferred Compensation Committee, in its discretion, shall determine when a distribution shall be made pursuant to this Section 8.7.

8.8. <u>SMALL ACCOUNT CASH OUTS</u>.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee, in its discretion, may accelerate payments by requiring a mandatory lump sum payment of amounts deferred under the Plan; provided that (1) the payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan and all other deferred compensation arrangements that must be aggregated under Code Section 409A, and (2) the payments do not exceed the applicable dollar amount under Code Section 402(g)(1)(B).

8.9. <u>TAXES</u>.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee may accelerate payments, to the full extent permitted under Code Section 409A, for: (1) the payment of the Federal Insurance Contributions Act (FICA) tax imposed under Code Section 3101 and 3121(v)(2) on Compensation deferred under the Plan (the FICA Amount), (2) payment of the income tax at source on wages imposed under Code Section 3401 on the FICA Amount, (3) payment of the additional income tax at source on wages attributable to the pyramiding of Code Section 3401 wages and taxes, and (4) payment of state, local and foreign taxes arising from participation in the Plan.

8.10. INCOME INCLUSION.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee may accelerate payments that are included in income as a result of a failure to meet Code Section 409A.

8.11. <u>OFFSETS</u>.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee may accelerate payments, of up to \$5,000 in any of the participant's taxable years, to satisfy a Participant's debts to the Nation which are incurred in the ordinary course of the service relationship and which reductions are made at the same time and amount as the debt would have otherwise been due and collected from the Participant.

8.12. **TERMINATION AND LIQUIDATION**.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee may accelerate payments, to the full extent permitted under Code Section 409A, in connection with the termination and liquidation of the Plan.

8.13. <u>ACTUARIAL EQUIVALENTS</u>.

Notwithstanding any other provisions of the Plan to the contrary, the Deferred Compensation Committee may, to the full extent permitted under Code Section 409A, allow a Participant the choice between different forms of actuarial equivalent payments.

ARTICLE IX INALIENABILITY OF BENEFITS

9.1. <u>ANTI-ALIENATION</u>.

Except as set forth in Section 8.11 of the Plan, a Participant's rights to benefit payments under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by third party creditors of the Participant or the Participant's Beneficiaries.

ARTICLE X ADMINISTRATION

10.1. BUSINESS COMMITTEE.

The Business Committee shall be the plan administrator of the Plan, unless a committee (pursuant to Section 10.5) is appointed by the Business Committee for all or some of the administration functions hereunder.

10.2. ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The Business Committee is the named fiduciary with respect to the administration of the Plan. The Business Committee shall not be responsible for any fiduciary functions or other duties assigned to the Trustee pursuant to this Plan or the Trust Agreement.

10.3. ADMINISTRATION POWERS.

(a) <u>GENERAL POWERS</u>. The Business Committee shall have the power and discretion to perform the administrative duties described in this Plan or required for proper administration of the Plan and shall have all powers necessary to enable it to properly carry out such duties. Without limiting the generality of the foregoing, the Business Committee shall have the power and discretion to construe and interpret this Plan, to hear and resolve claims relating to this Plan, and to decide all questions and disputes arising under this Plan. The Business Committee shall determine, in the exercise of its discretion, the eligibility of Business Committee Members to participate in the Plan, the status and rights of a Participant, and the identity of the Beneficiary or Beneficiaries entitled to receive any benefits payable here-under on account of the death of a Participant.

(b) <u>BENEFIT PAYMENTS</u>. Except as is otherwise provided hereunder, the Business Committee shall determine the manner and time of payment of benefits under this Plan. All benefit disbursements by the Trustee shall be made upon the instructions of the Business Committee.

(c) <u>EXERCISE OF DISCRETION; DECISIONS FINAL</u>. All powers and duties conferred on the Business Committee shall be exercised or performed by the Business Committee in the exercise of its discretion regardless of whether the Plan provision conferring such power or imposing such duty specifically refers to the Business Committee's discretion. All decisions of the Business Committee upon all matters within the scope of its authority shall be binding and conclusive upon all persons.

(d) <u>REPORTING AND DISCLOSURE</u>. The Business Committee shall file all reports and forms lawfully required to be filed by the Business Committee with any governmental agency or department, Tribal, federal or state, and shall distribute any forms, reports, statements or plan descriptions lawfully required to be distributed to Participants and others by any governmental agency or department, Tribal, federal or state.

(e) <u>INVESTMENT</u>. The Business Committee shall have power to direct specific investments of the Trust Fund only where such power is expressly conferred by this Plan and only to the extent described in this Plan. All other investment duties shall be the responsibility of the Trustee.

10.4. <u>CLAIMS</u>.

(a) <u>FILING OF CLAIM</u>. A Participant or Beneficiary entitled to benefits need not file a written claim to receive benefits. If a Business Committee Member, Participant, Beneficiary or any other person is dissatisfied with the determination of his benefits, eligibility, participation or any other right or interest under this Plan, such person may file a written statement setting forth the basis of the claim with the Business Committee in a manner prescribed by the Business Committee. In connection with the determination of a claim, or in connection with review of a denied claim, the claimant may examine this Plan and any other pertinent documents generally available to Participants relating to the claim and may submit comments in writing.

(b) <u>NOTICE OF DECISION</u>. A written notice of the disposition of any such claim shall be furnished to the claimant within thirty (30) days after the claim is filed with the Business Committee.

(c) <u>REVIEW</u>. If the claim is denied, in whole or in part, the claimant shall also be notified in writing that a review procedure is available. Thereafter, within ninety (90) days after receiving the written notice of the Business Committee's disposition of the claim, the claimant may request in writing a review meeting with the Business Committee to present reasons why the claim should be allowed. The claimant also may submit a written statement of his claim and the reasons for granting the claim. Such statement may be submitted in addition to, or in lieu of, the review meeting with the Business Committee. The Business Committee shall have the right to request of and receive from a claimant such additional information, documents or other evidence as the Business Committee may reasonably require. If the claimant does not request a review meeting within ninety (90) days after receiving written notice of the Business Committee's disposition of the claim, the claimant shall be deemed to have accepted the Business Committee's written disposition, unless the claimant shall have been physically or mentally incapacitated so as to be unable to request review within the ninety (90) day period.

(d) <u>DECISION FOLLOWING REVIEW</u>. A decision on review shall be rendered in writing by the Business Committee ordinarily not later than sixty (60) days after review, and a written copy of such decision shall be delivered to the claimant. If special circumstances require an extension of the ordinary period, the Business Committee shall so notify the claimant. In any event, if a claim is not determined within one hundred twenty (120) days after submission for review, it shall be deemed to be denied.

(e) <u>DECISIONS FINAL; PROCEDURES MANDATORY</u>. To the extent permitted by law, a decision on review by the Business Committee shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the

claims procedures described in this Section shall be a mandatory precondition that must be complied with prior to commencement of a legal or equitable action in connection with the Plan by a person claiming rights under the Plan or by another person claiming rights through such a person.

(f) <u>NO WAIVER</u>. Nothing herein shall be construed as a waiver of the Nation's sovereign immunity.

10.5. <u>CREATION OF DEFERRED COMPENSATION COMMITTEE.</u>

The Business Committee may appoint a Deferred Compensation Committee or Sub-Committee to perform the duties of the Administer. The Deferred Compensation Committee may consist of a single individual or individuals, or a department, who shall hold office during the pleasure of the Business Committee. The Deferred Compensation Committee members shall serve without compensation but shall be reimbursed for all expenses by the Nation. The Deferred Compensation Committee shall conduct itself in accordance with the provisions of this ARTICLE. The members of the Deferred Compensation Committee may resign with thirty (30) days notice in writing to the Business Committee and may be removed immediately at any time by written notice from the Business Committee. In the absence of the appointment of a Deferred Compensation Committee, the Business Committee shall serve as the Deferred Compensation Committee.

10.6. CHAIRMAN AND SECRETARY.

If a Deferred Compensation Committee is appointed, the Deferred Compensation Committee shall elect a chairman from among its members and shall select a secretary who is not required to be a member of the Deferred Compensation Committee and who may be authorized to execute any document or documents on behalf of the Deferred Compensation Committee. If the Deferred Compensation Committee consists of a single individual, that individual shall be deemed to be the chairman. The secretary of the Deferred Compensation Committee or his designee shall record all acts and determinations of the Deferred Compensation Committee and shall preserve and retain custody of all such records, together with such other documents as may be necessary for the administration of this Deferred Compensation Committee or as may be required by law.

10.7. <u>APPOINTMENT OF AGENTS</u>.

If a Deferred Compensation Committee is appointed, the Deferred Compensation Committee may appoint such other agents, who need not be members of the Deferred Compensation Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Deferred Compensation Committee may deem expedient or appropriate. The compensation of any agents who are not Business Committee Members of the Nation shall be fixed by the Deferred Compensation Committee within any limitations set by the Business Committee.

10.8. MAJORITY VOTE AND EXECUTION OF INSTRUMENTS.

In all matters, questions and decisions, the action of any Deferred Compensation Committee shall be determined by a majority vote of its members. They may meet informally or take any ordinary action without the necessity of meeting as a group. All instruments executed by the Deferred Compensation Committee shall be executed by a majority of its members or by any member of the Deferred Compensation Committee designated to act on its behalf.

10.9. ALLOCATION OF RESPONSIBILITIES AMONG DEFERRED COMPENSATION COMMITTEE MEMBERS.

If a Deferred Compensation Committee is appointed, the Deferred Compensation Committee may allocate responsibilities among its members or designate other persons to act on its behalf. Any allocation or designation, however, must be set forth in writing and must be retained in the permanent records of the Deferred Compensation Committee.

10.10. <u>CONFLICT OF INTEREST</u>.

No member of the Business Committee or any Deferred Compensation Committee who is a Participant shall take any part in any action in connection with his participation as an individual. Such action shall be voted or decided by the remaining members of the Business Committee or Deferred Compensation Committee, or by another individual appointed by the Business Committee to vote on or decide such action if no Deferred Compensation Committee member is permitted to take action pursuant to this Section.

10.11. OTHER FIDUCIARY CAPACITIES.

The members of the Business Committee or any Deferred Compensation Committee may also serve in any other fiduciary capacity, and, specifically, all or some members of the Deferred Compensation Committee may serve as Trustee. Notwithstanding any other provision of this Plan, if and so long as any two (2) members of the Business Committee or a Deferred Compensation Committee also serve as Trustee, any provision of this Plan or the Trust Agreement which requires a direction, certification, notification, or other communication from the Business Committee or Deferred Compensation Committee to the Trustee shall be inapplicable. If and so long as any two (2) members of the Business Committee or committee also serve as Trustee, any action taken by either the committee, Business Committee or the Trustee shall be deemed to be taken by the appropriate party.

10.12. ACTION BY NATION.

Action to be taken by the Nation hereunder may be taken by the Business Committee or its designee if within the Business Committee's scope of authority or delegation under the Constitution and By-Laws of the Oneida Nation and / or by action of the General Tribal Council.

ARTICLE XI SCOPE OF RESPONSIBILITY.

11.1. <u>SCOPE OF RESPONSIBILITY</u>.

(a) <u>GENERAL</u>. The Business Committee, the Nation, the Deferred Compensation Committee, any investment manager and the Trustee shall perform the duties respectively assigned to them under this Plan and the Trust Agreement and shall not be responsible for performing duties assigned to others under the terms and provisions of this Plan or the Trust Agreement. No inference of approval or disapproval is to be made from the inaction of any party described above or the Business Committee Member or agent of any of them with regard to the action of any other such party. Persons, organizations or corporations acting in a position of any fiduciary responsibility with respect to the Plan or the Trust Fund may serve in more than one fiduciary capacity. (b) <u>ADVISORS</u>. The Business Committee, the Nation, the Deferred Compensation Committee and the Trustee shall have authority to employ advisors, legal counsel, accountants and investment managers in connection with the administration of the Trust Fund, as set forth herein and in the Trust Agreement. To the extent permitted by applicable law, the Nation, the Deferred Compensation Committee and the Trustee shall not be liable for complying with the directions of any advisors, legal counsel, accountants or investment managers appointed pursuant to this Plan or the Trust Agreement.

INDEMNIFICATION. To the extent permitted by law, the Nation shall (c) and does hereby jointly and severally indemnify and agree to hold harmless its Business Committee Members, Deferred Compensation Committee members, officers and directors who serve in fiduciary capacities with respect to the Plan and the Trust Agreement from all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly appointed agents, which acts, omissions, or conduct constitute or are alleged to constitute a breach of such individual's fiduciary or other responsibilities under the Act or any other law, except for those acts, omissions, or conduct resulting from his own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

(d) <u>INSURANCE</u>. The Nation may obtain insurance covering itself and others for breaches of fiduciary obligations under this Plan or the Trust Agreement to the extent permitted by law, and nothing in the Plan or the Trust Agreement shall restrict the right of any person to obtain such insurance for himself in connection with the performance of his duties under this Plan or the Trust Agreement. No bond shall be required of the Trustee unless required by law notwithstanding this provision. The Trustee, the Business Committee, the Deferred Compensation Committee and the Nation do not in any way guarantee the Trust Fund from loss or depreciation. The Nation does not guarantee the payment of any money which may be or become due to any person hereunder.

ARTICLE XII INVESTMENT OF CONTRIBUTIONS

12.1. <u>EMPLOYEE SAVINGS FEATURE</u>.

Contributions to the voluntary savings or 401(k) replacement features of the plan will be invested by the Trustees of the Plan who shall be appointed by the Business Committee from time to time. The Business Committee shall serve as the Trustees if no further appointment is made. The Trustees shall invest contributions in accordance with any investment policy which the Business Committee (or designee) may adopt and may amend from time to time. The investment policy may include an investment structure whereby the Trustee is directed to meet (to the extent possible) hypothetical investment selections made by Participants based on limited options similar to those offered under the Nation's 401(k) Plan or the Business Committee 401(k) Plan. The Plan may also provide earnings credits (and reductions) to a Participant's account based on the hypothetical earnings / losses attributable to his or her selections. However, the Trustees, rather than Participants or Beneficiaries, shall have ultimate authority as to which investments or investment funds are selected for actual investment of Trust assets, and the direction of those funds. If the Trustee is a directed trustee,

the directions must be from a person, committee or entity other than the Participant. No Participant or Beneficiary may be provided authority over investments that would cause premature taxation through the IRS doctrines of constructive receipt and / or economic benefit.

12.2. SOCIAL SECURITY REPLACEMENT FEATURE.

Those Participants who receive Social Security Replacement Benefits under this Plan may elect to have their Supplemental Retirement Contributions invested in an Approved Investment Option as of the start of an election term. Once made, the election is irrevocable for the remainder of the term. An election will remain in force for future terms unless the Participant submits a valid change form in accordance with requirements of the Deferred Compensation Committee prior to the start of the term for which the change is to become effective. As of the date of this restatement, the Approved Investment Options are as follows:

- (a) Mutual Fund Option: Participants may election to have their Supplemental Retirement Contributions invested in mutual or other investment funds under rules that comply with Section 12.1.
- (b) Annuity Contract / Life Insurance Option: Participants may elect to have their Supplemental Retirement Contributions invested in a life insurance or annuity contract, subject to the terms and conditions of the contracts entered into between the Nation and in insurance company. Annuity contracts or life insurance policies shall be owned by the Nation and subject to restrictions to access in a manner designed to prevent premature taxation through the IRS doctrines of constructive receipt or economic benefit.
- (c) Notwithstanding the foregoing, Social Security Replacement Contributions made in relation to Business Committee terms beginning on or after August 2014 shall be invested solely in the mutual fund savings product available under this Plan and no new life insurance products shall be purchased as of August 2014. Ongoing Social Security replacement contributions and run out contributions being made by or on behalf of elected Business Committee members who take office prior to August 2014 shall continue until completion. Business Committee members who establish an insurance investment under the DCP prior to August 2014 and who are re-elected to the Business Committee on or after August 2014 shall not be permitted to make additional Social Security replacement contributions to their existing DCP insurance investments.

12.3. <u>FUNDING MECHANISMS/TRUST</u>.

The Plan shall at all times remain an unfunded plan of deferred compensation. It is the intention of the Nation that the Plan be unfunded for tax purposes and for purposes of Title I of ERISA. Deferrals under the Plan and earnings thereon shall remain part of the general assets of the Nation and subject to the claims of the Nation's general creditors, and the benefit provisions of the Plan shall constitute a mere promise by the Nation to make benefit payments in the future. However, all Plan funds may be held in a separate trust designed in conformance with the Internal Revenue Service' model "Rabbi Trust" as set forth in Revenue Procedure 92-64 and referred to herein as the "Trust Agreement".

ARTICLE XIII AMENDMENT, MERGER AND TERMINATION

13.1. <u>AMENDMENT</u>.

The Nation shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the Deferred Compensation Committee, if one is appointed, and the Trustee, to modify, alter or amend this Plan, in whole or in part, prospectively or retroactively; provided, however, that (1) the duties and liabilities of the Business Committee, Deferred Compensation Committee and the Trustee hereunder shall not be substantially increased without their written consent; (2) the amendment shall not reduce any Participant's interest in the Plan, calculated as of the date on which the amendment is adopted; (3) the amendment shall not reduce or impair a Participant's right (form or timing) to receive a distribution, with regard to Benefits determined as of the date on which the amendment is adopted, adopted, and (4) no amendment shall violate Code Section 409A.

13.2. TERMINATION OF PLAN.

(a) <u>TERMINATION</u>. It is the expectation of the Nation that this Plan and the payment of contributions hereunder will be continued indefinitely. However, continuance of the Plan is not assumed as a contractual obligation of the Nation, and the right is reserved at any time to terminate this Plan (subject to Code Section 409A) or to reduce, temporarily suspend or discontinue future contributions hereunder.

(b) <u>NO ACCELERATED DISTRIBUTION</u>. Except as provided in subsection (c) herein, termination of the Plan shall not automatically result in a termination of the Trust or an acceleration of the distribution of Benefits, which shall be maintained in Trust and distributed at the times and in the manner specified in ARTICLE VIII.

(c) <u>EARLY LIQUIDATION: TIME LIMITS FOR REPLACEMENT PLANS</u>. The Nation may elect to terminate the Plan and Trust and/or accelerate the distribution of Benefits following the termination if: (1) the termination does not occur proximate to a downturn in the financial health of the Nation, (2) all plans of the same type maintained by the Nation are terminated with respect to all participants, (3) no payments are made within twelve (12) months of the Plan termination (other than those that would have been paid absent the termination), (4) all payments are made within twenty four (24) months of the Plan termination, and (5) the Nation does not adopt a plan of the same type for a period of three (3) years following the date of the Plan termination. The Plan may also be terminated and liquidated upon bankruptcy subject to the requirements of Code Section 409A. This Section shall be construed in accordance with the termination and liquidation requirements of Code Section 409A and the final Treasury regulations issued thereunder.

ARTICLE XIV GENERAL PROVISIONS

14.1. LIMITATION ON PARTICIPANT'S RIGHTS.

Participation in the Plan shall not give any Business Committee Member the right to a position on the Business Committeeor to be retained in the Nation's employ or any right or interest in the Trust Fund other than as herein provided.

14.2. HEIRS AND SUCCESSORS.

All of the provisions of this Plan shall be binding upon all persons who shall be entitled to any benefits hereunder, and their heirs and legal representatives.

14.3. **CODE SECTION 409A.**

All of the provisions of this Plan shall be construed in a manner consistent with Code Section 409A; provided that all exceptions for grandfather contributions and for Program benefits that do not constitute deferred compensation under Code Section 409A are hereby preserved notwithstanding the general Code Section 409A rules otherwise applicable hereunder. In the event of a conflict between Code Section 409A and this Plan, a Participation Agreement, a Salary Reduction Agreement, or any other Plan document or form. Code Section 409A shall control. The Plan shall be construed to allow the Deferred Compensation Committee discretion to approve any options permitted under Code Section 409A. Notwithstanding anything herein to the contrary, Participants may exercise all transition rights and elections provided by the IRS or Treasury Department under Code Section 409A.

IN WITNESS WHEREOF, the Nation has caused this Plan to be executed by

its duly authorized representative on this _____ day of _____, 2018.

ONEIDA NATION

By:_____ Tehassi Hill, Oneida Tribal Chairman

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information:
Session: 🔀 Open 🔲 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
Accept as Information only
X Action - please describe:
Review/Approve the Restated Deferred Compensation Plan & Resolution
3. Supporting Materials
🗌 Report 🛛 Resolution 🔲 Contract
⊠ Other:
1.Resolution_Restated Deferred Comp Plan 3.SOE
2. Restated Deferred Compensation Plan 4.
Business Committee signature required
4 Dudget lufe weeking
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Larry Barton, Chief Financial Officer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO
Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor:
Name, Title / Dept.
Page 1 of 2

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Restated plan to update the name from Oneida Tribe of Indians of Wisconsin to Oneida Nation. No changes to the benefits in the plan. Plans previously approved through resolution 12-10-08-D.

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

< A

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # _____ Restated Deferred Compensation Plan

- **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and
- WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Nation; and
- **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through Resolution 12-10-08-D, previously adopted the Oneida Tribe of Indians of Wisconsin Deferred Compensation Plan (the "DCP") effective as of January 1, 2007 as a replacement retirement plan for the individuals excluded from the Tribe's tax-gualified 401(k) Plans; and
- WHEREAS, legal counsel has prepared an amended and restated DCP document to update the name of the Nation and the Plan, to incorporate the increase in the employer matching contribution formula into the DCP effective January 1, 2018 to be consistent with the employer matching contribution formula approved for the Nation's 401(k) Plans and to make certain other compliance related changes; and
- **NOW, THEREFORE, BE IT RESOLVED**, that the amended and restated Oneida Nation Deferred Compensation Plan effective as of January 1, 2018 is hereby authorized and approved, in the form submitted to the Business Committee this date.
- **BE IT FURTHER RESOLVED**, that the Trust account held by Associated Trust Company in connection with the DCP, as well as any Trust Agreement entered into by the Nation and Associated Trust Company, shall be retitled to reflect the correct name of the Nation and the updated name of the DCP.
- **BE IT FINALLY RESOLVED**, that the previous appointment of Terry Cornelius as the DCP Administrator, to serve in accordance with the terms of the DCP, hereby is ratified and confirmed.

95 of 409



Oneida Nation Oneida Business Committee Legislative Operating Committee PO Box 365 • Oneida, WI 54155-0365 Oneida-nsn.gov



Statement of Effect

Resolution to Adopt Restated Deferred Compensation Plan

Summary

The resolution updates the name of the Nation and the Plan in the previously adopted Oneida Tribe of Indians of Wisconsin Deferred Compensation Plan.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office Date: February 8, 2018

Analysis by the Legislative Reference Office

The Oneida Business Committee, through resolution BC-12-10-08-D, previously adopted the Oneida Tribe of Indians of Wisconsin Deferred Compensation Plan effective as of January 1, 2007, as a replacement retirement plan for the individuals excluded from the Tribe's taxqualified 401(k) Plans.

This resolution updates the name of the Nation and the Deferred Compensation Plan, as well as incorporates the increase in the employer matching contribution formula into the Oneida Nation Deferred Compensation Plan effective January 1, 2018, to be consistent with the employer matching contribution formula approved for the Nation's 401(k) Plans and to make certain other compliance related changes.

This resolution authorizes and approves the amended and restated Oneida Nation Deferred Compensation Plan, which was effective as of January 1, 2018.

Additionally, this resolution clarifies that the Trust account held by Associated Trust Company in connection with the Oneida Nation Deferred Compensation Plan, as well as any Trust Agreement entered into by the Nation and Associated Trust Company, shall be retitled to reflect the correct name of the Nation and the updated name of the Oneida Nation Deferred Compensation Plan. The previous appointment of Terry Cornelius as the Administrator of the Oneida Nation Deferred Compensation Plan, to serve in accordance with the terms of the Oneida Nation Deferred Compensation Plan, hereby is ratified and confirmed by this resolution.

Conclusion

Adoption of this resolution would not conflict with any of the Nation's laws.

ONEIDA NATION

DEFERRED COMPENSATION PLAN

Initial Effective Date: January 1, 2007 Restatement Effective Date: January 1, 2018

TABLE OF CONTENTS

PAGE

ADOPTION AND AMENDMENTS 1
ARTICLE I - EFFECTIVE DATE
ARTICLE II - DEFINITIONS 2
ARTICLE III - ELIGIBILITY AND PARTICIPATION
ARTICLE IV - EMPLOYEE CONTRIBUTIONS
ARTICLE V - EMPLOYER CONTRIBUTIONS
ARTICLE VI - ACCOUNTING
ARTICLE VII - VESTING
ARTICLE VIII - DISTRIBUTION OF BENEFITS
ARTICLE IX - CHANGE OF CONTROL
ARTICLE X - INALIENABILITY OF BENEFITS
ARTICLE XI - ADMINISTRATION
ARTICLE XII - SCOPE OF RESPONSIBILITY
ARTICLE XIII - INVESTMENT OF CONTRIBUTIONS
ARTICLE XIV - AMENDMENT, MERGER AND TERMINATION
ARTICLE XV - GENERAL PROVISIONS

ONEIDA NATION DEFERRED COMPENSATION PLAN

ADOPTION AND AMENDMENTS

Effective January 1, 2007, the Oneida Nation, a Federally recognized Indian tribal government with reserved rights of sovereignty (the "Nation"), established the Oneida Tribe of Indians of Wisconsin Deferred Compensation Plan. The Plan was amended and restated in its entirety effective January 1, 2007 to reflect the requirements of Internal Revenue Code Section 409A. By this instrument, the Nation hereby amends and restates the Deferred Compensation Plan in its entirety to reflect a change in the Employer Matching Contributions formula, to make certain administrative and compliance related changes, and to reflect a change in the Nation consistent with a 2015 change to the Nation's Constitution. Effective January 1, 2018, the Deferred Compensation Plan" (the "Plan").

ARTICLE I PURPOSE

1.1. <u>PURPOSE</u>.

The Plan is intended to provide tax deferred savings and investment opportunities to attract, reward, and retain employees who are in key positions to promote the successful operations of the Nation and other Participating Employers. The Plan is designed to provide an alternative savings mechanism for individuals who are not eligible to participate in the Internal Revenue Code (the "Code") Section 401(k) cash or deferred arrangements sponsored by the Nation or Participating Employers (the "401(k) Plans") and to allow qualified individuals to defer amounts above the contribution limits currently permitted under the 401(k) Plans.

The Plan is intended to constitute a non-qualified plan of deferred compensation which is unfunded for tax purposes and maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. With respect to the management and highly compensated employees who dedicate substantially all of their employment to the performance of commercial activities for the Nation or a Participating Employer, as determined in accordance with a reasonable and good faith interpretation of Section 906 of the Pension Protection Act of 2006, this Plan is intended to constitute a "top-hat plan," exempt from the requirements of Parts 2 through 5 of Title I of the Employee Retirement Income Security Act of 1974 (the "Act").

The Plan includes those provisions necessary for compliance with Internal Revenue Code (the "Code) Section 409A.

ARTICLE II DEFINITIONS AND CONSTRUCTION

2.1. DEFINITIONS.

When a word or phrase shall appear in this Plan or in the Trust with the initial letter capitalized, and the word or phrase does not commence a sentence, the word or phrase shall generally be a term defined in this Section 2.1. The following words and phrases utilized in the Plan with the initial letter capitalized shall have the meanings set forth in this Section 2.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "<u>ACT</u>" - The Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

(b) "AUTHORIZED LEAVE OF ABSENCE" - A leave of absence granted in writing in accordance with the Employer's uniformly applied rules regarding leaves of absence or a leave of absence for service as a member of the armed forces of the United States, provided that the Participant left the Employer directly to enter the armed services and returns to the service of the Employer within the period during which his employment or service rights, as applicable, are protected by law. A Participant's employment relationship is treated as continuing while on military leave, sick leave, or other bona fide leave of absence (if the period of such leave does not exceed six months, or if longer, so long as the Participant's right to reemployment (to return to service) is protected either by statute or contract). If a period of leave exceeds six months and the right to reemployment (or to return to service) is not protected either by statute or by contract, the service relationship is deemed to terminate on the first day immediately following the expiration of such six-month period. Where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes the Employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29 month period of absence may be substituted for the six month period set forth above. Whether a bona fide leave or termination has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Section 409A of the Code.

(c) "<u>BASE ANNUAL SALARY</u>" - The Participant's annualized rate of Compensation excluding Bonus Compensation.

(d) "<u>BENEFICIARY</u>" - The person or persons entitled to receive benefits under this Plan in the event of death of the Participant.

(e) "<u>BENEFIT</u>" - The Participant's accumulated account balances under the Plan, including investment earnings.

(f) "<u>BENEFIT COMMENCEMENT DATE</u>" - The first day on which all events (including the passing of the day on which benefit payments are scheduled to commence) have occurred which entitle the Participant to receive his first benefit payment from the Plan. (g) "<u>BOARD</u>" - The board or governing body authorized to manage the affairs of a Participating Employer.

(h) "<u>BONUS COMPENSATION</u>" - The term "Bonus Compensation" refers to Compensation (in addition to Base Annual Salary) where (a) the payment of such Compensation or amount of Compensation is contingent on the satisfaction of organizational or individual performance criteria, and (b) the performance criteria are not substantially certain to be met at the time a deferral election is permitted. Bonus Compensation, if any, is determined by the Employer on a basis independent from this Plan.

the Nation.

(i)

"BUSINESS COMMITTEE" - The publically elected governing body of

(j) "<u>CHANGE IN CONTROL</u>"- A "Change in Control" shall mean a change in the ownership or effective control of the Employer, or in the ownership of a substantial portion of the assets of the Employer, as defined in Code Section 409A and the Treasury Regulations issued thereunder. At the time of the writing of this Plan, published guidance on Code Section 409A does not address tribal governments, entities and enterprises controlled by tribal governments, or corporations or other limited liability companies in which the Nation is a primary investor or shareholder.

(k) "<u>CODE</u>" - The Internal Revenue Code of 1986, as amended.

(I) "<u>COMPENSATION</u>" - All of the Participant's wages or other compensation (including Social Security exempt elected official compensation) paid to the Participant by the Employer for which the Employer furnishes the Participant a written statement on IRS Form W-2. For purposes of this paragraph Compensation for a Plan Year shall include amounts (such as pre-tax deferrals to the 401(k) Plan and deferrals under this Plan) which are not currently includible in the Participant's gross taxable income by reason of the application of Sections 125, 402(e)(3), 402(h)(1)(B), 403(b) or other provisions of the Code, if such amounts are attributable to the performance of services for the Employer in an eligible position hereunder. If elected officials or board members are included for participation in this Plan, their "compensation" shall include elected official or board pay whether reported on IRS Form W-2 or IRS Form 1099.

(m) "<u>DCP ADMINISTRATOR</u>" - The individual or individuals appointed by the Business Committee to administer the Plan pursuant to Article IX. If the Business Committee appoints two or more individuals or entities to act jointly as DCP Administrator, the term "DCP Administrator" shall refer collectively to all of said individuals or entities.

(n) "<u>DISABILITY</u>" - A determination by the DCP Administrator that the Participant is unable to engage in any gainful activity, or is receiving income replacement benefits for a period of 3 or more months from an accident and health plan of the Employer by reason of a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of 12 or more months. The DCP Administrator may, but need not, deem a Participant to be disabled who is determined to be totally disabled by the Social Security Administration or Railroad Retirement Board.

(o) "<u>DISPUTE RESOLUTION FORUM</u>" - The internal or external dispute resolution mechanism approved by the Business Committee when necessary to resolve disputes arising out of this Plan.

(p) "<u>EFFECTIVE DATE</u>" - The original effective date of the Plan was January 1, 2007. An individual's participation in the Plan, however, shall not become effective until after a binding Participation Agreement is entered into. All plan provisions and operational requirements added by Code Section 409A shall, notwithstanding anything herein to the contrary, be effective as of the Code Section 409A required effective date(s). The effective date of this restatement is January 1, 2018, except as otherwise set forth herein.

(q) "<u>ELIGIBLE PERSON</u>" - Each person receiving remuneration, or who is entitled to remuneration, for services rendered to the Nation or a Participating Employer in a position designated for participation under this Plan. Only key managers or highly compensated employees may be designated for participation in this plan pursuant to Section 3.1(a).

(r) "<u>EMPLOYER</u>" or "<u>NATION</u>" - The Oneida Nation, a federally recognized Indian tribal government, as well as any Participating Employer as the context so dictates.

(s) "<u>EMPLOYER DISCRETIONARY CONTRIBUTIONS</u>" - The amounts contributed to the Trust Fund, if any, by the Employer pursuant to Section 5.1.

(t) "<u>EMPLOYER DISCRETIONARY CONTRIBUTIONS ACCOUNT</u>" - The book keeping Account and sub-accounts as necessary established pursuant to Section 6.1, to which a Participant's Employer Discretionary Contributions are credited, along with any increases and decreases in value attributed thereto.

(u) "<u>EMPLOYER MATCHING CONTRIBUTIONS</u>" - The amounts contributed to the Trust Fund, if any, by the Employer pursuant to Section 5.2.

(v) "<u>EMPLOYER MATCHING CONTRIBUTIONS ACCOUNT</u>" - The book keeping Account and sub-accounts as necessary established pursuant to Section 6.1, to which a Participant's Employer Matching Contributions are credited, along with any increases and decreases in value attributed thereto.

(w) "401(k) PLANS" - The 401(k) plan or plans maintained by the Nation and each Participating Employer. When the singular term "401(k) Plan" is used herein, it refers to the 401(k) Plan maintained by the Employer for which an individual Participant performs services.

(x) "<u>PARTICIPANT</u>" - Each Employee who as of or after the Effective Date has satisfied the eligibility requirements specified in Section 3.1, who has elected to participate pursuant to Section 3.2 and whose participation in the Plan has not been terminated. If so indicated by the context, the term Participant shall also include former Participants whose active participation in the Plan has terminated but who have not received all amounts to which they are entitled pursuant to the terms and provisions of this Plan. Whether former Participants are allowed to exercise an option or election extended to "Participants" will be determined by the DCP Administrator in the exercise of its discretion. (y) "<u>PARTICIPATING EMPLOYER</u>" - Any governmental enterprise, unit, division or operation of the Nation that adopts this Plan for the benefit of its Employees with the consent of the Business Committee.

(z) "<u>PARTICIPATION AGREEMENT</u>" - An agreement entered into between the DCP Administrator and a Participant pursuant to Section 3.2, acknowledging an individual's participation in the Plan. All Participants must enter into a Participation Agreement.

(aa) "<u>PLAN</u>" - The Oneida Nation Deferred Compensation Plan (formerly known as the Oneida Tribe of Indians of Wisconsin Deferred Compensation Plan), as set forth in this instrument, and as it may hereafter be amended.

(bb) "<u>PLAN YEAR</u>" - The Plan Year shall refer to a twelve (12) month period, commencing on each January 1 and ending each following December 31.

(cc) "<u>SALARY REDUCTION AGREEMENT</u>" - An agreement that: (1) satisfies the requirements of Section 3.2(c); and (2) must be entered into as a condition to receive Salary Reduction Contributions.

(dd) "<u>SALARY REDUCTION CONTRIBUTIONS</u>" - The pre-tax elective deferrals directed by Participants pursuant to Section 4.1(a).

(ee) "<u>SALARY REDUCTION CONTRIBUTIONS ACCOUNT</u>" - The book keeping Account and sub-accounts as necessary established pursuant to Section 6.1, to which a Participant's Salary Reduction Contributions are credited, along with any increases and decreases in value attributed thereto.

(ff) "<u>STANDARD MONTHLY ANNUITY</u>" - The amount of monthly benefits which shall be used in determining payments under the standard form of benefit as provided in Section 8.3.

"TERMINATION DATE" - The date of the Participant's separation from (gg) service with the Nation or any Participating Employer. The term "separation from service" means either (1) the termination of employment with the Employer due to death, retirement or other reasons where it is reasonably anticipated that no further services will be performed after a certain date or (2) if approved by the Employer, a permanent reduction in the level of bona fide services provided by the Participant to the Employer to an amount that is 20% or less of the average level of bona fide services provided to the Employer in the immediately preceding thirty six (36) month period (or full period of services to the Employer if the Employee has been providing services to the Employer less than 36 months), with the level of bona fide service calculated in accordance with Treas. Reg. § 1.409A-1(h)(1)(ii). The above 20% reduction rule is a presumptive rule that may be rebutted as provided in Treas. Reg. § 1.409A-1(h)(1)(ii). A Participant on an Authorized Leave of Absence shall not be deemed to be terminated. Whether a separation from service has occurred will be determined based on all of the facts and circumstances and in accordance with regulations issued by the United States Treasury Department pursuant to Section 409A of the Code.

(hh) "<u>TRUST AGREEMENT</u>" - The Oneida Nation Deferred Compensation Plan Irrevocable Trust Agreement, entered into between the Nation and the Trustees with respect to the investment of contributions hereunder. Unless directed otherwise with regard to a specific provision or aspect of the Plan or Trust, the Trust Agreement shall be administered at all times in conformance with all provisions required for favorable tax treatment under Revenue Procedure 92-64.

(ii) "<u>TRUST FUND</u>" or "<u>TRUST</u>" - The fund established by the Nation pursuant to the terms of the Trust Agreement, to provide for the investment of contributions made pursuant to this Plan.

(jj) "<u>TRUSTEES</u>" - The individual, individuals or entity selected by the Business Committee to act as such. The Trustees shall acknowledge acceptance of their appointment by the execution of the Trust Agreement or, in the case of a successor Trustee, by the execution of an appropriate written instrument. If the Business Committee appoints two or more individuals or entities to act jointly as a successor Trustee, the term "Trustee" shall refer collectively to all of said individuals or entities.

(kk) "<u>UNFORESEEABLE EMERGENCY</u>" - A severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The DCP Administrator shall determine the existence of an Unforeseeable Emergency.

(II) "<u>VALUATION DATE</u>" - The date for valuing the assets of the Trust Fund, which shall be the last business day of the Plan Year and such other dates as the DCP Administrator may designate.

(mm) "<u>YEAR OF SERVICE</u>" - Shall be determined under the same service calculation rules applied under the 401(k) Plans.

2.2. <u>CONSTRUCTION</u>.

(a) <u>GENERAL</u>. The masculine gender, where appearing in the Plan, shall include the feminine gender (and vice versa), and the singular shall include the plural, unless the context clearly indicates to the contrary. The term "delivered to the DCP Administrator," or similar terms as used in the Plan or the Trust Agreement, shall include delivery to a person or persons designated by the DCP Administrator for the disbursement and receipt of administrative forms. Headings and subheadings are for the purpose of reference only and are not to be considered in the construction of this Plan. The Plan shall be construed in a manner consistent with the Employer's intentions as set forth herein.

(b) <u>SAVINGS PROVISION</u>. If any provision of the Plan is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect.

(c) <u>GOVERNING LAW/SOVEREIGN IMMUNITY</u>. All of the provisions of the Plan shall be construed, enforced, and administered according to the laws of the Nation, except to the extent preempted by federal law. It is the position of the Employer that the Act does not

apply to the Plan or to the Employer with respect to those Employees who are not engaged in the performance of commercial activities for the Employer, as determined by the Employer in accordance with the Employer's reasonable and good faith interpretation of Section 906 of the Pension Protection Act of 2006. Nothing in this Section or in any other provision of the Plan, a Participation Agreement, or Trust Agreement shall be construed to make applicable any laws or regulations which a Participating Employer or the Nation is entitled to exemption from in accordance with its sovereign status. Nothing herein (including without limitation Article X) shall be deemed a general waiver of sovereign immunity. To the extent that a Participant is deemed to have satisfied all of the contractual conditions for payment under this Plan after following the administrative claim procedures herein, however, immunity shall not be used as an independent ground to avoid payment of benefits to a Participant hereunder. This limited waiver shall not be used in favor of any individual or entity other than an approved and duly designated Participant or Beneficiary hereunder. The rights expressed herein are to allow only enforcement of the express contractual promises made herein, and shall not be expanded without express approval of the Business Committee. No rights granted under this Plan may be assigned in any manner.

(d) <u>TOP HAT AND GOVERNMENTAL EXEMPTIONS</u>. The Plan is intended to be treated as an unfunded "top hat plan" exempt from Parts 2 through 5 of Title I of the Act as it is a plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees. The Nation and the Participating Employers also preserve all government exemptions to which it / they may be entitled under Section 414(d) of the Code and Section 3(32) of the Act. Neither the Nation nor any Participating Employer intends to waive any exemptions or relief provided to top hat or governmental plans under the Act, the Code or the Pension Protection Act of 2006 by its voluntary adoption of policies, procedures, or provisions otherwise not required by the Act or Code with respect to governmental or top hat plans. Rather, the voluntary adoption of any such policies, procedures, or provisions reflects its determination that such policies, procedures, or provisions are consistent with the Employer's desire to provide sound benefits for Participants. The Plan is not subject to Code Section 457.

(e) <u>CODE SECTION 409A</u>. The Plan shall be operated and construed in compliance with Code Section 409A, and the final Treasury Regulations issued thereunder. Prior to the effective date of the final regulations, the Plan was administered in accordance with IRS Notice 2005-1, the Proposed Regulations issued under Code Section 409A, and the Code Section 409A transition guidance published by the Internal Revenue Service. Nothing herein shall be construed as a limitation on the Employer's ability to adopt conforming amendments up to the extended remedial amendment periods offered under Code Section 409A.

ARTICLE III ELIGIBILITY AND PARTICIPATION

3.1. ELIGIBILITY AND PARTICIPATION.

(a) <u>General</u>. Participation in the Plan shall be limited, at all times, to a select group of management or highly compensated Employees of the Nation or a Participating Employer.

(b) <u>Participation Designations for Nation</u>. Subject to (a) above, the Business Committee shall designate Eligible Persons employed by the Nation by class or name for participation in the Plan.

(c) <u>Participation Designations for Participating Employers</u>. Subject to (a) above, each Board shall designate Eligible Persons employed by the Participating Employer under direction of that Board by class or name for participation in the Plan.

3.2. <u>APPLICATION; PARTICIPATION AGREEMENTS</u>.

(a) <u>General</u>. Each Eligible Person who is selected for participation pursuant to Section 3.1 will become a Participant by completing and signing a Participation Agreement provided by the DCP Administrator and delivering the signed agreement to the DCP Administrator.

(b) <u>Participation Agreements</u>. All Participants in the Plan must enter into a Participation Agreement acknowledging the terms of his participation in the Plan. A Participation Agreement must be entered into before an Employee becomes a Participant hereunder. All Participation Agreements shall remain in effect throughout the period of time during which the Participant remains eligible to participate in the Plan. Participation Agreements are intended to be completed only upon the initial participation designation, unless a Participant's terms of participation are modified by the Employer. Each Participation Agreement shall be in a form approved by the DCP Administrator, the terms of which shall be arrived at through agreement between the DCP Administrator and the Participant, to the extent consistent with this Plan.

Salary Reduction Agreements. Any Participant who is eligible to and (c) wishes to make Salary Reduction Contributions to the Plan must enter into a fully executed Salary Reduction Agreement before the Participant may make Salary Reduction Contributions. Each Salary Reduction Agreement shall be entered into prior to the first day of a Plan Year for which it is to go into effect unless the Participant is first offered a Participation Agreement mid-year, in which case the agreement must be entered into within 30 days after the Employer's offer of participation and must comply with the Bonus Compensation provisions set forth in paragraph (d) below. All Salary Reduction Agreements shall, except in the case of Unforeseeable Emergency and a hardship as defined in Treasury Regulation Section 1.401(k)-1(d)(3), be irrevocable and remain in effect throughout the entire Plan Year for which they are effective. Each Salary Reduction Agreement shall be in a form approved by the DCP Administrator, the terms of which shall be arrived at through agreement between the DCP Administrator and the Participant, to the extent consistent with this Plan. In the event that a Salary Reduction Agreement is cancelled as a result of an Unforeseeable Emergency or a Code Section 401(k) hardship, such Salary Reduction Agreement shall be cancelled and not merely suspended, and the Participant shall thereafter be subject to the deferral election rules of Code Section 409A.

(d) <u>Covered Compensation</u>. A Salary Reduction Agreement may permit separate deferral elections with regard to Base Salary or Bonus Compensation; provided those elections separately satisfy all requirements set forth in (c) above. A Salary Reduction Agreement which includes an election to defer Bonus Compensation shall be filed with the DCP Administrator prior to the beginning of the calendar year during which the Participant may earn the Bonus Compensation, as opposed to the calendar year during which the Bonus Compensation will be paid to the Participant. If the Participant is first offered a Participation Agreement mid-year, the Participant shall be permitted to make a deferral of Bonus Compensation on or before the date that is six months before the end of the period during which the Bonus Compensation is earned and provided further that no election to defer Bonus Compensation shall be made after such Bonus Compensation has become readily ascertainable.

(e) <u>Coordination with 401(k)</u>. Unless the DCP Administrator approves a Salary Reduction Agreement which is expressly intended to operate on a coordinated basis with the Employer's 401(k) Plan, all Salary Reduction Agreements with respect to a Participant who also participates in the Employer's 401(k) Plan shall be administered independently of the 401(k) Plan. To the extent 401(k) plan coordination is employed, that coordination shall be subject compliance with Treasury Regulation Section 1.409A-2(a)(9), as the same may hereafter be supplemented or modified by further guidance or regulations. The DCP Administrator shall implement such other restrictions and procedures as may be required for compliance with Code Section 409A.

(f) <u>Coordination with Payroll</u>. Elections made pursuant to Salary Reduction Agreements may be coordinated with the start of payroll periods on or after the effective date of any such election, provided that such practices are applied in a uniform manner and in compliance with Code Section 409A.

3.3. <u>RETURN TO SERVICE</u>.

(a) <u>GENERAL</u>. In the event that a Participant separates from service with the Employer during a Plan Year and later returns to service in an eligible position before the end of that Plan Year, and before his Benefit Commencement Date, such Participant shall resume participation in the Plan upon rehire. If a Participant returns to service after the end of the Plan Year in which his service was terminated or after his Benefit Commencement Date, he must (i) satisfy the eligibility criteria of Section 3.1 following his return, and (ii) enter into a new Participation Agreement (within 30 days of his or her eligibility designation) pursuant to Section 3.2 prior to participating or recommencing participation in the Plan. Notwithstanding the foregoing, a Participant's ability to enter into a new Salary Reduction Agreement upon rehire shall be governed by the rules set forth in paragraph (b) below and Code Section 409A.

(b) <u>SALARY REDUCTION AGREEMENT FOLLOWING REHIRE</u>. If a rehired Participant has not received a full distribution of the Benefit previously accrued under the Plan, the Participant may enter into a Salary Reduction Agreement within 30 days of the date on which he or she reenters the Plan, as determined in paragraph (a) above, provided, however, that the Participant was not an Eligible Person at any time during the preceding twenty-four (24) months. If a rehired Participant has received a full distribution of the Benefit previously accrued under the Plan, the Participant may enter into a Salary Reduction Agreement within 30 days of the date on which he or she reenters the Plan, as determined in paragraph (a) above, without regard to his or her status as an Eligible Person during the preceding twenty-four (24) months. Any rehired Participant who is not eligible to enter into a mid-year Salary Reduction Agreement shall be provided the opportunity to complete a Salary Reduction Agreement prior to the beginning of the next Plan Year. All Years of Service credited to a Participant, including fractional Years, shall be aggregated.

3.4. TERMINATION OF PARTICIPATION.

A Participant's participation in the Plan, but not his right, if any, to payment of benefits, shall be terminated upon the Participant's separation from service with the Employer or upon his transfer from an eligible class as provided in Section 3.5.

3.5. TRANSFERS TO AND FROM AN ELIGIBLE CLASS.

(a) <u>TRANSFERS OUT OF PLAN</u>. A Participant will automatically become ineligible to participate in the Plan as of the effective date of a change in his classification if as a result of the change he is no longer an Eligible Person under the Plan. All sums credited to the former Participant's accounts will continue to be held pursuant to the terms of this Plan and will be distributed to the former Participant only upon the occurrence of an event permitting a distribution pursuant to the provisions of this Plan.

(b) <u>TRANSFERS TO PLAN</u>. If a individual who was previously not eligible to participate in the Plan becomes eligible during a Plan Year, such Eligible Person's participation may not begin until (1) he is designated for Participation pursuant to Section 3.1, and (2) he completes a Participation and Salary Reduction Agreement pursuant to Section 3.2.

ARTICLE IV EMPLOYEE CONTRIBUTIONS

4.1. SALARY REDUCTION RULES AND PROCEDURES.

(a) <u>GENERAL RULE</u>. All Salary Reduction Contributions made hereunder must be made pursuant to a Salary Reduction Agreement meeting the requirements of Section 3.2. The amount otherwise includible as a Participant's taxable salary or wages shall then be reduced by an amount equal to the contributions made pursuant to his Participation and Salary Reduction Agreement. Each Participant may direct his Employer to make contributions to the Plan pursuant to the elections expressly set forth in his Participation and Salary Reduction Agreement. Two types of deferral elections are permitted under this Plan: (1) Participants may elect to defer a portion of their Base Annual Salary into the Plan; (2) Participants may also elect to defer a portion of their Bonus Compensation into this Plan.

(b) <u>TRANSFER TO TRUSTEE</u>. Salary Reduction Contributions shall be forwarded to the Trustee as soon as practicable following the end of the payroll period for which the contribution is made.

(c) <u>ELECTION PROCEDURES</u>. A Participant's contributions shall be subject to such restrictions regarding minimum and maximum amounts that may be directed as the DCP Administrator shall determine and announce to Plan Participants.

(d) <u>COMPLIANCE WITH CODE SECTION 409A</u>. All deferral elections are subject to the requirements of Code Section 409A, which shall supercede any provisions in this Plan or a Participation and Salary Reduction Agreement to the contrary.

ARTICLE V EMPLOYER CONTRIBUTIONS

5.1. EMPLOYER DISCRETIONARY CONTRIBUTIONS.

(a) <u>AMOUNT</u>. The Nation and each Participating Employer reserves the right to make "Employer Discretionary Contributions" for any Plan Year on behalf of each of its Participants or on behalf of any class of its Participants. The Business Committee shall determine the amount of Employer Discretionary Contributions to be made on behalf of Participants working for the Nation. The amount of Employer Discretionary Contributions to be made on behalf of Participating Employer's respective Board. Employer Discretionary Contributions are wholly discretionary, and may (without limitation) be tied to performance goals and profitability. Employer Discretionary Contributions may be declared on an annual or quarterly basis, subject to limitations established by the Business Committee for coordination with the Plan's recordkeeping and other service provider agreements. All contribution declarations shall be evidenced by duly adopted resolutions of the Business Committee or Board, as applicable.

(b) <u>SOURCE</u>. Employer Discretionary Contributions are in addition to an employee's regular Compensation. Such contributions are not available for payment in cash, except pursuant to the terms of the Plan, and are not subject to a deferral or salary reduction election. The Nation is not responsible for making contributions on behalf of any Employee of a Participating Employer. Nor is a Participating Employer responsible for making contributions on behalf of any Employee of the Nation or another Participating Employer.

(c) <u>TRANSFER TO TRUSTEE</u>. Employer Discretionary Contributions shall be forwarded to the Trustee or other funding medium within a reasonable time following the date as established in the Business Committee or Board declaration.

(d) <u>INITIAL DECLARATION AND CHANGES</u>. An initial declaration of Employer Discretionary Contributions may, but need not, be designated by the Employer in each Participation Agreement. Prospective declarations or changes to the rate of Employer Discretionary Contributions shall be documented as an addendum to the affected Participant's initial Participation Agreement, signed by an Employer representative and the DCP Administrator.

5.2. EMPLOYER MATCHING CONTRIBUTIONS.

(a) <u>AMOUNT</u>. The Nation and each Participating Employer reserves the right to make "Employer Matching Contributions" for any Plan Year on behalf of each of its Participants, or on behalf of any class of its Participants, who elects to make Employee Salary Deferral Contributions to the Plan. The amount of any Employer Matching Contributions to be made on behalf of a Participant who makes Salary Reduction Contributions shall equal the Employer Matching Contributions that would have been allocated to the Participant under the Employer's 401(k) Plan, if the Participant was eligible to make pre-tax deferrals to the Employer's 401(k) Plan. Employer Matching Contributions are wholly discretionary, and shall be subject to the declaration rules set forth in the Employer's 401(k) Plan.

(b) <u>SOURCE</u>. Employer Matching Contributions are in addition to an employee's regular Compensation. Such contributions are not available for payment in cash, except pursuant to the terms of the Plan. Such contributions are expressly contingent on the Participant making Employee Salary Deferral Contributions to this Plan. The Nation is not responsible for making contributions on behalf of any Employee of a Participating Employer. Nor is a Participating Employer responsible for making contributions on behalf of any Employee of the Nation or another Participating Employer.

(c) <u>TRANSFER TO TRUSTEE</u>. Employer Matching Contributions shall be forwarded to the Trustee or other funding medium within a reasonable time following the payroll period to which the contribution relates.

(d) <u>INITIAL DECLARATION AND CHANGES</u>. An initial declaration of Employer Matching Contributions may, but need not, be designated by the Employer in each Participation Agreement. Prospective declarations or changes to the rate of Employer Matching Contributions shall be made as set forth in the Employer's 401(k) Plan. The DCP Administrator shall have the authority and discretion to adjust Employer Matching Contributions as necessary to accommodate changes in Employer Matching Contribution rates under the Employer's 401(k) Plan.

5.3. <u>CORRECTIVE CONTRIBUTIONS</u>.

Notwithstanding anything herein to the contrary, but subject to all applicable limitations of the Code, the Employer has reserved the right to make additional contributions to the Plan as needed to correct any errors in administration which may occur from time to time. Administrative corrections may relate to periods prior to the effective date of this restatement provided all requirements of the Code are met. Such corrective contributions shall not exceed the amount needed (including earnings as applicable) to place affected Participants in the position they would have been in but for such error or errors, and shall be allocated to the account or accounts in which the error was made, subject to all rules and procedures otherwise applicable to such accounts. All corrective measures shall be in accordance with Code Section 409A.

ARTICLE VI ACCOUNTING; UNFUNDED PLAN

6.1. BOOKKEEPING ACCOUNTS ONLY.

All accounts called for hereunder are bookkeeping accounts only. A separate Salary Reduction Contributions Account, a separate Employer Discretionary Contributions Account, and a separate Employer Matching Contributions Account, along with sub-accounts as appropriate, will be maintained for each Participant in the Plan. Each such account shall be adjusted as hereinafter provided to reflect any withdrawals and distributions and the hypothetical investment earnings and losses credited to the Accounts maintained on behalf of the Participant. The establishment and maintenance of separate accounts shall not be construed as giving any person any interest in any specific asset of the Trust which, for investment purposes, shall be administered as a single fund unless and until otherwise directed by the DCP Administrator or otherwise provided herein. This Plan shall be treated as an unfunded plan of deferred compensation wherein benefits are to be paid from the general assets of the Employer; assets of the Employer shall not be set aside for purposes of paying benefits hereunder except as may be permitted pursuant to Section 13.2.

6.2. VALUATION AND ACCOUNT ADJUSTMENTS.

Within a reasonable time after each Valuation Date, the DCP Administrator (or its contracted record keeper) shall apportion changes in the net fair market value of each Participants' bookkeeping accounts for the period ending on the most recent Valuation Date.

ARTICLE VII VESTING AND FORFEITURES

7.1. VESTING.

All Employee Contributions to the Plan shall be fully vested and nonforfeitable. Except as set forth in Section 7.2 below, all Employer Contributions to the Plan shall be fully vested and nonforfeitable.

7.2. OPTIONAL VESTING AND FORFEITURE PROVISIONS.

The Participant Agreements entered into pursuant to the Plan may incorporate additional risk of forfeiture provisions as may be approved by the DCP Administrator as it deems appropriate or necessary in order to achieve the purposes of this Plan. Without limiting the foregoing, a Participant's Participation Agreement may incorporate a vesting schedule applicable to Employer Contributions, or may provide for the forfeiture of benefits upon violation of a reasonable covenant not to compete, or upon failure to provide consulting services pursuant to the consulting provisions incorporated into a particular Participation Agreement. Prospective declarations or changes to the vesting schedule applicable to Employer Discretionary or Employer Matching Contributions shall be documented as an addendum to the affected Participant's initial Participation Agreement, signed by an Employer representative and the DCP Administrator.

ARTICLE VIII DISTRIBUTION OF BENEFITS

8.1. <u>LIFE TIME BENEFITS</u>.

(a) <u>Standard Payment Date</u>: Unless an optional distribution schedule is selected in accordance with (b) below, the distribution of Benefits under the Plan shall normally commence as of the next calendar year following the Participant's Termination Date. Benefits of less than the Small Account Cash Out amounts (Section 8.8), however, shall not be postponed into the next calendar year, except as may be necessary in the normal course and timing required to process, liquidate and properly account for such distribution.

(b) <u>Deferred Payment / Changes</u>: Notwithstanding the foregoing, a Participant may elect to defer the commencement of Benefits to a later date (a "Deferred Payment Date"); provided that such election is made upon initial enrollment in the Plan or, at any time thereafter, provided that (i) the election may not take effect until at least twelve (12) months after the date on which the election is made, (ii) the election is made no less than twelve (12) months

prior to the date benefits would otherwise begin, and (iii) the deferred period is no less than five (5) years past the then expected distribution date. Any election to defer benefits shall be made in accordance with rules and procedures adopted by the DCP Administrator, and pursuant to a written form approved by the DCP Administrator. In no event may a Participant change his Benefit Commencement Date or form of distribution after benefits become distributable. Separate elections for each installment and/or each deferral year may be permitted only to the extent permitted by Code Section 409A. Plan change rules may be amended under any additional circumstances permitted pursuant to Treasury Regulation Section 1.409A-0, et seq.

(c) <u>No Acceleration:</u> Subject to Section 8.7 (Unforeseeable Emergency), a Participant may not thereafter accelerate his or her payment date to an earlier commencement date once a Deferred Payment Date is selected. The Employer, however, may accelerate payments as provided in Section 8.8 (Small Account Cash Outs), Section 8.9 (Taxes), Section 8.10 (Income Inclusion), Section 8.11 (Offsets), Section 8.12 (Termination and Liquidation), and/or Article IX (Change in Control Provisions)..

8.2. <u>DEATH BENEFITS</u>.

Upon the death of a Participant prior to payment of all of his Benefits, the balance of such Benefits shall be paid to his Beneficiary or Beneficiaries as soon as practicable following the date of his death. Death Benefits shall be paid in a single lump sum unless the Participant elects an optional form of payment upon becoming a Participant hereunder or at such other times (at least 12 months prior to his or her date of death) in compliance with Plan election and change rules required for compliance with Code Section 409A.

8.3. <u>METHOD OF DISTRIBUTION</u>.

(a) <u>Standard Form Benefits</u>. The standard form of benefit shall be in the form of annual distributions equal to the Participant's Base Annual Salary immediately preceding his Termination Date, until his or her Benefit is fully exhausted.

(b) <u>Optional Forms</u>. The Participant may elect to receive Benefits (lifetime or death) in a lump sum or in installment payments other than those provided for in the Standard Form; provided that: (1) such elections must be consistent with, and limited by, forms and procedures adopted by the DCP Administrator for that purpose; and (2) such elections must be consistent with, and limited by, Code Section 409A. Any installment payments processed under the Plan shall be in the form of declining balance installment payments, where the Participant's account balance as of the year end Valuation Date is divided by the number of years of payments remaining in the installment payment schedule selected by the Participant.

8.4. **DESIGNATION OF BENEFICIARY**.

Each Participant shall have the right to designate, on forms supplied by and delivered to the DCP Administrator, a Beneficiary or Beneficiaries to receive his benefits hereunder in the event of the Participant's death. If the Participant is married when the Beneficiary designation is filed, the designation will be ineffective unless the Participant's spouse consents to the election. Subject to the spousal consent requirements, each Participant may change his Beneficiary designation from time to time in the manner described above. Upon receipt of such

designation by the DCP Administrator, such designation or change of designation shall become effective as of the date of the notice, whether or not the Participant is living at the time the notice is received. There shall be no liability on the part of the Employer, the Business Committee, a Board, the DCP Administrator or the Trustee with respect to any payment authorized by the DCP Administrator in accordance with the most recent valid Beneficiary designation of the Participant in its possession before receipt of a more recent and valid Beneficiary designation. If no designated Beneficiary is living when benefits become payable, or if there is no designated Beneficiary, the Beneficiary shall be the Participant's spouse; or if no spouse is then living, such Participant's issue, including any legally adopted child or children, in equal shares by right of representation; or if no such designated Beneficiary and no such spouse or issue, including any legally adopted child or children, is living upon the death of a Participant, or if all such persons die prior to the full distribution of such Participant's benefits, then the Beneficiary shall be the estate of the Participant.

8.5. <u>PAYMENTS TO DISABLED</u>.

If a person entitled to any payment hereunder shall be under a legal disability, or in the sole judgment of the DCP Administrator shall otherwise be unable to apply such payment to his own interest and advantage, the DCP Administrator in the exercise of its discretion may direct the Trustee to make any such payment in any one (1) or more of the following ways: (a) directly to such person, (b) to his legal guardian or conservator, or (c) to his spouse or to any person charged with the legal duty of his support, to be expended for his benefit. The decision of the DCP Administrator shall in each case be final and binding upon all persons in interest.

8.6. UNDERPAYMENT OR OVERPAYMENT OF BENEFITS.

In the event that, through misstatement or computation error, benefits are underpaid or overpaid, there shall be no liability for any more than the correct benefit sums under the Plan. Overpayment may be deducted from future payments under the Plan, to the extent sufficient payments remain due, and underpayments may be added to future payments under the Plan. A Participant or beneficiary may be required to immediately repay any material overpayment in lieu of future benefit reductions to the extent the DCP Administrator determines, in its sole discretion, that such repayment is necessary or appropriate for compliance with Code Section 409A. The Plan shall be entitled to recover any overpayment in excess of the Participant's Benefit.

8.7. UNFORESEEABLE EMERGENCY.

Notwithstanding any other provisions of the Plan to the contrary, benefits may become payable prior to the general distribution dates provided above, and Participation Agreements (including Salary Reduction Agreements as applicable) entered into pursuant to Section 3.2 may be modified, in the case of an Unforeseeable Emergency. Amounts distributed with respect to an Unforeseeable Emergency, however, may not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). Any modification of a Participation or Salary Reduction Agreement consistent with the Unforeseeable Emergency rules hereunder may only be made on a prospective basis. The DCP Administrator, in its discretion, shall determine when a distribution shall be made pursuant to this Section 8.7.

8.8. SMALL ACCOUNT CASH OUTS.

Notwithstanding any other provisions of the Plan to the contrary, the Business Committee, in its discretion, may accelerate payments by requiring a mandatory lump sum payment of amounts deferred under the Plan; provided that (1) the payment results in the termination and liquidation of the entirety of the Participant's interest in the Plan and all other deferred compensation arrangement that must be aggregated under Code Section 409A, and (2) the payments do not exceed the applicable dollar amount under Code Section 402(g)(1)(B).

8.9. <u>TAXES</u>.

Notwithstanding any other provisions of the Plan to the contrary, the DCP Administrator may accelerate payments, to the full extent permitted under Code Section 409A, for: (1) the payment of the Federal Insurance Contributions Act (FICA) tax imposed under Code Section 3101 and 3121(v)(2) on Compensation deferred under the Plan (the FICA Amount), (2) payment of the income tax at source on wages imposed under Code Section 3401 on the FICA Amount, and (3) payment of the additional income tax at source on wages attributable to the pyramiding of Code Section 3401 wages and taxes.

8.10. INCOME INCLUSION.

Notwithstanding any other provisions of the Plan to the contrary, the DCP Administrator may accelerate payments that are included in income as a result of a failure to meet Code Section 409A.

8.11. OFFSETS.

Notwithstanding any other provisions of the Plan to the contrary, the Business Committee may accelerate payments, of up to \$5,000 in any of the participant's taxable years, to satisfy a Participant's debts to the Employer which are incurred in the ordinary course of the service relationship and which reductions are made at the same time and amount as the debt would have otherwise been due and collected from the Participant.

8.12. TERMINATION AND LIQUIDATION.

Notwithstanding any other provisions of the Plan to the contrary, the Business Committee may accelerate payments, to the full extent permitted under Code Section 409A, in connection with the termination and liquidation of the Plan.

8.13. ACTUARIAL EQUIVALENTS.

Notwithstanding any other provisions of the Plan to the contrary, the Business Committee may, to the full extent permitted under Code Section 409A, allow a Participant the choice between different forms of actuarial equivalent payments.

ARTICLE IX CHANGE IN CONTROL PROVISIONS

9.1. NON-REMOVAL OF TRUSTEE. The Employer may not remove the Trustee for a period of twelve (12) months following a Change in Control.

9.2. <u>NO AMENDMENTS</u>. Notwithstanding anything in this Plan or the Trust Agreement to the contrary, during the twelve (12) month period following a Change of Control, neither the Plan nor the Trust shall be amended in a manner inconsistent with this Article IX, Article VIII, or Article XI.

9.3. <u>ACCELERATION</u>. Notwithstanding anything in this Plan or the Trust Agreement to the contrary, the Business Committee or Board, as applicable, may in its discretion, elect to terminate its participation in the Plan, and accelerate the distribution of all Benefits for its Participants hereunder; provided that such election is made within twelve (12) months of a Change in Control and otherwise satisfies the requirements of Code Section 409A.

ARTICLE X INALIENABILITY OF BENEFITS

10.1. <u>ANTI-ALIENATION</u>. A Participant's rights to benefit payments under the Plan are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Participant or the Participant's Beneficiaries.

ARTICLE XI ADMINISTRATION

11.1. DCP ADMINISTRATOR.

The DCP Administrator shall be the Plan administrator.

11.2. ALLOCATION OF FIDUCIARY RESPONSIBILITY.

The DCP Administrator is the named fiduciary with respect to the administration of the Plan. The DCP Administrator shall not be responsible for any fiduciary functions or other duties assigned to the Trustee pursuant to this Plan or the Trust Agreement.

11.3. **POWERS OF THE DCP ADMINISTRATOR.**

(a) <u>GENERAL POWERS</u>. The DCP Administrator shall have the power and discretion to perform the administrative duties described in this Plan or required for proper administration of the Plan and shall have all powers necessary to enable it to properly carry out such duties. Without limiting the generality of the foregoing, and subject to the review and appeal rights set forth herein, the DCP Administrator shall have the power and discretion to construe and interpret this Plan, to hear and resolve claims relating to this Plan, and to decide all questions and disputes arising under this Plan. The DCP Administrator shall determine, in the exercise of its discretion, the eligibility of employees to participate in the Plan, the status and rights of a Participant,

and the identity of the Beneficiary or Beneficiaries entitled to receive any benefits payable hereunder on account of the death of a Participant. The DCP Administrator shall not, however, have the power or discretion to contradict the express terms and provisions of this Plan document or the Trust Agreement.

(b) <u>REPORTING AND DISCLOSURE</u>. The DCP Administrator shall file all reports and forms lawfully required to be filed by the DCP Administrator with any governmental agency or department, federal, state, or tribal laws of the Nation, and shall distribute any forms, reports, statements or plan descriptions lawfully required to be distributed to Participants and others by any governmental agency or department, federal, state, or Nation.

(c) <u>INVESTMENT</u>. The DCP Administrator shall have power to direct specific investments of the Trust Fund only where such power is expressly conferred by this Plan and only to the extent described in this Plan. All other investment duties shall be the responsibility of the Trustee.

(d) <u>PARTICIPATION AND SALARY REDUCTION AGREEMENTS</u>. The DCP Administrator shall have the power and authority to negotiate the specific terms of each Participation and Salary Reduction Agreement consistent with the purposes of this Plan, but which are subject to all conditions and limitations of this Plan.

GENERAL CLAIM PROCEDURES. If an Eligible Person, Participant, (e) Beneficiary or any other person is dissatisfied with the determination of any right or interest under this Plan, such person may file a written statement setting forth the basis of the claim with the DCP Administrator in a manner prescribed by the DCP Administrator. In connection with the determination of a claim, or in connection with review of a denied claim, the claimant may examine this Plan and any other pertinent documents generally available to Participants relating to the claim and may submit comments in writing. A written notice of the disposition of any such claim shall be furnished to the claimant within thirty (30) days after the claim is filed with the DCP Administrator. If the claim is denied, in whole or in part, the claimant shall also be notified in writing that a review procedure is available. Thereafter, within ninety (90) days after receiving the written notice of the DCP Administrator disposition of the claim, the claimant may request in writing a review meeting with the DCP Administrator to present reasons why the claim should be allowed. The claimant also may submit a written statement of his claim and the reasons for granting the claim. Such statement may be submitted in addition to, or in lieu of, the review meeting with the DCP Administrator. The DCP Administrator shall have the right to request of and receive from a claimant such additional information, documents or other evidence as the DCP Administrator may reasonably require. If the claimant does not request a review meeting within ninety (90) days after receiving written notice of the DCP Administrator's disposition of the claim, the claimant shall be deemed to have accepted the DCP Administrator's written disposition, unless the claimant shall have been physically or mentally incapacitated so as to be unable to request review within the ninety (90) day period. A decision on review shall be rendered in writing by the DCP Administrator ordinarily not later than sixty (60) days after review, and a written copy of such decision shall be delivered to the claimant. If special circumstances require an extension of the ordinary period, the DCP Administrator shall so notify the claimant. In any event, if a claim is not determined within one hundred twenty (120) days after submission for review, it shall be deemed to be denied. To the extent permitted by law, a decision on review by the DCP Administrator shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the claims procedures described in this Section shall be a mandatory precondition that must be complied with

prior to commencement of a legal or equitable action in connection with the Plan by a person claiming rights under the Plan or by another person claiming rights through such a person. The DCP Administrator may, in its sole discretion, waive these procedures as a mandatory precondition to such an action.

11.4. DISTRIBUTION PROCEDURES.

(a) <u>POWERS OF THE TRUSTEE RELATED TO PLAN DISTRIBUTIONS</u>. All distributions under the Plan shall be processed by the Trustee. Notwithstanding anything herein to the contrary, the Trustee shall have exclusive authority to direct the payment or cessation of Plan benefits. The Trustee shall oversee the processing of distributions in accordance with the express terms and conditions herein. The Trustee is not authorized to amend, or disregard the terms of the Plan.

GENERAL DISTRIBUTION PROCEDURES. Upon any distribution or (b) forfeiture event, the Participant and the DCP Administrator, and any other interested party shall forward complete copies of all agreements and other documents related to the distribution / forfeiture for review by the Trustee. The Trustee shall then determine, based on such documentation, the timing and form of benefit payment or forfeiture, and shall prepare a written statement setting forth a proposed payment schedule to be followed. The Trustee shall then forward the proposed distribution schedule to the Participant (or Beneficiary if the Participant is deceased) and the DCP Administrator, for their concurrence. If the Participant and the DCP Administrator concur with the proposed distribution schedule, the Trustee shall authorize the disbursement of payments from the Trust consistent therewith. If the Participant and the DCP Administrator fail to concur with a proposed distribution schedule within 10 calendar days after receiving a proposed distribution schedule (the "Concurrence Date"), the Trustee will call a meeting of the parties, in an effort to determine whether all parties can reach an agreement short of dispute resolution as set forth below. If the parties are unable to reach an agreement within 30 days after the Concurrence Date (or such other extended period as agreed and stipulated to by all parties). the distribution will be processed as a contested distribution pursuant to (c) below.

(c) <u>CONTESTED DISTRIBUTION PROCEDURES</u>. If either the Participant or the DCP Administrator fail to concur with a proposed distribution schedule, the Trustee shall take all action to cease any distributions from the Trust (other than those on account of insolvency) until the matter is resolved. Thereafter, the Trustee shall submit the dispute to the Nation's Judiciary. The decision reached by the Oneida Judiciary shall be final and binding. There shall be no further judicial review. Any enforcement rights hereunder are expressly limited to claims under the Plan and Trust.

(d) <u>DISTRIBUTION EXPENSES; INDEMNIFICATION</u>. The fees and expenses of the Trustee, including insurance and/or bonding, shall be paid by the Employer. The Participant, Employer, and DCP Administrator indemnify and hold the Trustee harmless for any liability or damages of any nature arising out of this Section 11.4, except to the extent of the Trustee's negligence or willful misconduct.

11.5. <u>APPOINTMENT OF DCP ADMINISTRATOR</u>.

The Business Committee shall appoint one or more individuals or entities to perform the duties of the DCP Administrator and who shall hold office during the pleasure of the Business Committee. The individuals serving as DCP Administrator shall serve without compensation but shall be reimbursed for all expenses by the Employer. The DCP Administrator shall conduct itself in accordance with the provisions of this ARTICLE. The individuals appointed to serve as DCP Administrator may resign with thirty (30) days notice in writing to the Business Committee and may be removed immediately at any time by written notice from the Business Committee (subject to any Change in Control restrictions). If no individual DCP Administrator remains, the Business Committee shall serve as the DCP Administrator until successors are appointed.

11.6. <u>RECORDS OF ADMINISTRATOR</u>.

The DCP Administrator or a designee shall record all material acts and determinations regarding Plan administrative decisions, and shall preserve and retain custody of all such records, together with such other documents as may be necessary for the administration of this Plan or as may be required by law.

11.7. <u>APPOINTMENT OF AGENTS</u>.

The DCP Administrator may appoint such other agents as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the DCP Administrator may deem expedient or appropriate. The compensation of any agents who are not employees of the Employer shall be fixed by the DCP Administrator within any limitations set by the Business Committee.

11.8. AUTHORITY TO ACT AND EXECUTE INSTRUMENTS.

So long as two Employees serve as the DCP Administrator, they shall act in concert in all matters, questions and decisions. They may meet informally or take any ordinary action without the necessity of meeting as a group. Following an administrative decision, instruments may be executed by either individual serving as a DCP Administrator.

11.9. <u>CONFLICT OF INTEREST</u>.

No individual DCP Administrator who is a Participant shall take any part in any action in connection with his participation as an individual. Such action shall be voted or decided by the remaining individual DCP Administrators, or by another individual appointed by the Business Committee to vote on or decide such action if no individual DCP Administrator is permitted to take action pursuant to this Section.

11.10. OTHER FIDUCIARY CAPACITIES.

The individuals appointed to serve as DCP Administrator may also serve in any other fiduciary capacity, and, specifically, all or some may serve as Trustee. Notwithstanding any other provision of this Plan, if and so long as any two (2) members of the DCP Administrator also serve as Trustee, any provision of this Plan or the Trust Agreement which requires a direction,

certification, notification, or other communication from the DCP Administrator to the Trustee shall be inapplicable. If and so long as any two (2) members of the DCP Administrator also serve as Trustee, any action taken by either the DCP Administrator or the Trustee shall be deemed to be taken by the appropriate party.

ARTICLE XII SCOPE OF RESPONSIBILITY.

12.1. SCOPE OF RESPONSIBILITY.

(a) <u>GENERAL</u>. The Employer, the Business Committee, a Board, the DCP Administrator, any investment manager and the Trustee shall perform the duties respectively assigned to them under this Plan and the Trust Agreement and shall not be responsible for performing duties assigned to others under the terms and provisions of this Plan or the Trust Agreement. No inference of approval or disapproval is to be made from the inaction of any party described above or the employee or agent of any of them with regard to the action of any other such party. Persons, organizations or corporations acting in a position of any fiduciary responsibility with respect to the Plan or the Trust Fund may serve in more than one fiduciary capacity.

(b) <u>ADVISORS</u>. The DCP Administrator and the Trustee shall have authority to employ advisors, legal counsel, accountants and investment managers in connection with the administration of the Trust Fund, as set forth herein and in the Trust Agreement. To the extent permitted by applicable law, the Employer, the Business Committee, a Board, the DCP Administrator and the Trustee shall not be liable for complying with the directions of any advisors, legal counsel, accountants or investment managers appointed pursuant to this Plan or the Trust Agreement. Fees for such advisors shall be paid by the Employer, subject to parameters established by the Business Committee.

(c) <u>INDEMNIFICATION</u>. To the extent permitted by law, the Employer shall and does hereby jointly and severally indemnify and agree to hold harmless its employees, officers, elected officials, and directors who serve in fiduciary capacities with respect to the Plan and the Trust Agreement from all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly appointed agents, which acts, omissions, or conduct constitute or are alleged to constitute a breach of such individual's fiduciary or other responsibilities under the Act or any other law, except for those acts, omissions, or conduct resulting from his own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

(d) <u>INSURANCE</u>. The Employer may obtain insurance covering itself and others for breaches of fiduciary and other obligations under this Plan or the Trust Agreement to the extent permitted by law, and nothing in the Plan or the Trust Agreement shall restrict the right of any person to obtain such insurance for himself in connection with the performance of his duties under this Plan or the Trust Agreement. The Trustee, the DCP Administrator, and the Employer

do not in any way guarantee the Trust Fund from loss or depreciation. The Employer does not guarantee the payment of any money that may become due to any person hereunder.

ARTICLE XIII INVESTMENT OF CONTRIBUTIONS

13.1. INVESTMENT OF CONTRIBUTIONS.

Contributions to the Trust will be invested by the Trustees of the Plan, who shall be appointed by the Business Committee from time to time. The Trustees shall invest contributions in accordance with any investment policy which the DCP Administrator may adopt and may amend from time to time. The investment policy may include an investment structure whereby the Trustee is directed to mirror (to the extent possible) hypothetical investment selections made by Participants based on limited options similar to those offered under the 401(k) Plan. The Plan may also provide earnings credits (and reductions) to a Participant's account based on the hypothetical earnings / losses attributable to his or her selections. However, the Trustees, rather than Participants or Beneficiaries, shall have ultimate authority as to which investments or investment funds are selected for actual investment of Trust assets, and the direction of those funds. Neither the Trustees nor the DCP Administrator guarantee that investment results or earnings credited to Participant accounts will equal the actual investment returns achieved on Trust investments.

13.2. FUNDING MECHANISMS/TRUST.

The Plan shall at all times remain an unfunded plan of deferred compensation. It is the intention of the Nation that the Plan be unfunded for tax purposes and for purposes of Title I of ERISA. Deferrals under the Plan and earnings thereon shall remain part of the general assets of the Nation and subject to the claims of the Nation's general creditors, and the benefit provisions of the Plan shall constitute a mere promise by the Nation to make benefit payments in the future. However, all Plan funds may be held in a separate trust designed after the Internal Revenue Service' model "Rabbi Trust" as set forth in Revenue Procedure 92-64 and referred to herein as the "Trust Agreement".

ARTICLE XIV AMENDMENT, MERGER AND TERMINATION

14.1. <u>AMENDMENT</u>.

The Business Committee shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the DCP Administrator and the Trustee, to modify, alter or amend this Plan, in whole or in part, prospectively or retroactively; provided, however, that (1) the duties and liabilities of the DCP Administrator and the Trustee hereunder shall not be substantially increased without their written consent; (2) the amendment shall not reduce any Participant's interest in the Plan, calculated as of the date on which the amendment is adopted; (3) the amendment shall not reduce or impair a Participant's right (form or timing) to receive a distribution, with regard to Benefits determined as of the date on which the amendment is adopted, (4) the effective dates of amendments following a Change of Control may be postponed in accordance with Section 9.1 and 9.2; (5) no amendment shall make the Trust revocable, and (6) no amendment shall violate Code Section 409A. If the Plan is amended after it is adopted by a

Participating Employer, unless otherwise expressly provided, it shall be treated as so amended by such Participating Employer without the necessity of any action on the part of the Participating Employer.

14.2. TERMINATION OF PLAN.

(a) <u>TERMINATION</u>. It is the expectation of the Employer that this Plan and the payment of contributions hereunder will be continued indefinitely. However, continuance of the Plan is not assumed as a contractual obligation of the Employer, and the right is reserved at any time to terminate this Plan (subject to Section 9.1, 9.2 and Code Section 409A) or to reduce, temporarily suspend or discontinue future contributions hereunder.

(b) <u>NO ACCELERATED DISTRIBUTION</u>. Except as provided in Section 9.3 (Change in Control) or subparagraph (c) herein, termination of the Plan shall not automatically result in a termination of the Trust or an acceleration of the distribution of Benefits, which shall be maintained in Trust and distributed at the times and in the manner specified in ARTICLE VIII.

(c) <u>EARLY LIQUIDATION: TIME LIMITS FOR REPLACEMENT PLANS</u>. The Employer may elect to terminate the Plan and Trust and/or accelerate the distribution of Benefits following the termination if: (1) the termination does not occur proximate to a downturn in the financial health of the Employer, (2) all plans of the same type maintained by the Employer are terminated with respect to all participants, (3) no payments are made within twelve (12) months of the Plan termination (other than those that would have been paid absent the termination), (4) all payments are made within twenty four (24) months of the Plan termination, and (5) the Employer does not adopt a plan of the same type for a period of three (3) years following the date of the Plan termination. The Plan may also be terminated and liquidated as provided in Article IX (Change in Control) or upon bankruptcy subject to the requirements of Code Section 409A. This Section shall be construed in accordance with the termination and liquidation requirements of Code Section 409A and the final Treasury regulations issued thereunder.

ARTICLE XV GENERAL PROVISIONS

15.1. LIMITATION ON PARTICIPANT'S RIGHTS.

Participation in the Plan shall not give any individual the right to be retained in the Employer's employ or service, or any right or interest in the Trust Fund other than as herein provided. The Employer reserves the right to dismiss any individual without any liability for any claim either against the Trust Fund, except to the extent herein provided, or against the Employer.

15.2. HEIRS AND SUCCESSORS.

All of the provisions of this Plan shall be binding upon all persons who shall be entitled to any benefits hereunder, and their heirs and legal representatives.

15.3. CODE SECTION 409A.

All of the provisions of this Plan shall be construed in a manner consistent with Code Section 409A. In the event of a conflict between Code Section 409A and this Plan, a Participation Agreement, a Salary Reduction Agreement, or any other Plan document or form, Code Section 409A shall control. The Plan shall be construed to allow the DCP Administrator discretion to approve any options permitted under Code Section 409A. Notwithstanding anything herein to the contrary, Participants may exercise all transition rights and elections provided by the IRS or Treasury Department under Code Section 409A.

IN WITNESS WHEREOF, the Oneida Nation has caused this Plan to be executed

by its duly authorized representative on this _____ day of _____, 2018.

ONEIDA NATION

By:___

Tehassi Hill, Oneida Tribal Chairman

122 of 409

Oneida Business Committee Agenda Request

1.	Meeting	Date Requested	: 2	/	14	/	18
----	---------	-----------------------	-----	---	----	---	----

2. General Information:

Session: 🖂 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Standing Committees
Accept as Information only
🔀 Action - please describe:
Approve the December 20, 2017 LOC meeting minutes
3. Supporting Materials
 Report Resolution Contract Other:
1.12/20/17 LOC minutes 3.
2. 4.
Puringse Committee signature required
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: David P. Jordan, LOC Chairman
Authorized Sponsor / Liaison.
Primary Requestor/Submitter: Jennifer Falck, LRO Director
Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor:
Name, Title / Dept.

123 of 409





Oneida Nation Oneida Business Committee Legislative Operating Committee PO Box 365 • Oneida, WI 54155-0365 Oneida-nsn.gov



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES

Business Committee Conference Room-2nd Floor Norbert Hill Center

December 20, 2017

9:00 a.m.

Present: David P. Jordan, Kirby Metoxen, Ernest Stevens III, Jennifer Webster, Daniel Guzman King

Others Present: Maureen Perkins, Tani Thurner, Clorissa Santiago, Jen Falck, Lee Cornelius, Laura Laitinen-Warren, Jennifer Berg-Hargrove, Laura Marthe, Cathy Bachhuber

I. Call to Order and Approval of the Agenda

Motion by Ernest Stevens III to approve the agenda; seconded by Kirby Metoxen. Motion carried unanimously.

II. Minutes to be approved

1. December 6, 2017 LOC minutes

Motion by Kirby Metoxen to approve the December 6, 2017 LOC minutes and forward to the Oneida Business Committee for consideration; seconded by Ernest Stevens III. Motion carried unanimously.

III. Current Business

1. Children's Code

Motion by Kirby Metoxen to approve the Children's Code Quarterly Update and forward to the Oneida Business Committee; seconded by Daniel Guzman King. Motion carried unanimously.

IV. New Submissions

1. Wellness Court

Motion by Jennifer Webster to add Wellness Court to the Active Files List with a medium priority and assign Daniel Guzman King as the Sponsor; seconded by Kirby Metoxen. Motion arried unanimously.

2. Employee Protection Policy

Motion by Jennifer Webster to add Employee Protection Policy to the Active Fles List with a high priority and David P. Jordan as the sponsor; seconded by Daniel Guzman King. Motion carried unanimously.

V. Additions

VI. Administrative Updates

1. Domestic Animals- Emergency Rule

Motion by Kirby Metoxen to accept and forward the Domestic Animals Law Rule $\acute{e}1$ – Licensing, Fees, and Penalties to the Business Committee to consider emergency adoption on December 27, 20T; seconded by Jannifer Webster. Motion carried unanimously.

VII. Executive Session

VIII. Adjourn

Motion by Ernest Stevens III to adjourn the December 20, 2017 Legislative Operating Committee meeting at 9:25 a.m.; seconded by Daniel Guzman King. Motion carried unanimously.



A good mind. A good heart. A strong fire. Legislative Operating Committee Meeting Minutes of December 20, 2017 Page 2 of 2

125 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	2	/ 14	/ 18
----------------------------	---	------	------

2. General Information:

Session: 🖂 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Standing Committees
Accept as Information only
X Action - please describe:
Consider adoption of the Membership Ordinance Rule #2- Voidance Rule
3. Supporting Materials □ Report □ Resolution □ Contract ☑ Other:
1. Rule Certification Packet 3.
2. 4.
Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: David P. Jordan, LOC Chairman
Primary Requestor/Submitter: Jennifer Falck, LRO Director Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor:



TO:	Oneida Business Committee David P. Jordan, Legislative Operating Committee Chairman	
FROM:	David P. Jordan, Legislative Operating Committee Chairman	
DATE:	February 14, 2018	
RE:	Certification of Membership Ordinance Rule No. 2 – Voiding Unlawfu Membership	al

The Legislative Operating Committee (LOC) has reviewed and certified the Membership Ordinance Rule No. 2 -Voiding Unlawful Membership. The Membership Ordinance delegates rulemaking authority to the Oneida Trust Enrollment Committee for the purpose of carrying out the responsibility of maintaining the official rolls of the Oneida Nation.

Membership Ordinance Rule No. 2 – Voiding Unlawful Membership creates a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance under limited circumstances.

Requested Action

Consider the adoption of the Membership Ordinance Rule No. 2 – Voiding Unlawful Membership.

127 of 409



Trust Enrollment Department PO Box 365, Oneida WI 54155 (920) 869-6200 * 1-800-571-9902 Fax: (920) 869-2995 TrustEnrollments@oneidanation.org https://oneida.osn.gov/resources/enrollments/



TO:Legislative Operating Committee (LOC)FROM:Susan White, Trust Enrollment Department DirectorDATE:January 24, 2018RE:Voiding Unlawful Membership

This memorandum is being provided by the Trust Enrollment Department to outline the dates that the procedural timelines outlined in the Administrative Rulemaking law were complied with. Those dates are as follows:

- Notice published in Kaliwisaks and on the Oneida Register: November 16, 2017.
- Public meeting: December 21, 2017.
- Close of public comment period: January 2, 2018.
- Oneida Trust Enrollment Committee considered public comments: January 23, 2018.

The supporting documents submitted with this memorandum include:

- Draft of the rule (updated).
- · Summary Report.
- Statement of Effect.
- Financial Analysis.
 - o Trust Enrollment Department
 - o Judiciary
- Memorandum addressing public comments.
- Public meeting sign-in sheets.
- Public meeting notice.
- Draft of the rule (for public meeting)
- Minutes from the Oneida Trust Enrollment Committee's meetings during which the proposed rule was addressed as an agenda item.

I am requesting that the effective date of the rule be the date the Oneida Business Committee adopts the rule pursuant to section 106.8-2(a) of the Administrative Rulemaking law.

128 of 409



Title 1. Government and Finances – Chapter 124 MEMBERSHIP ORDINANCE Rule #2 – Voiding Unlawful Membership

1.1 Purpose and Delegation

- 1.2 Adoption and Authority
- 1.3 Definitions
- 1.4 Applicability

1.5 Voiding an Unlawful Membership

1.6 Implications of a Voided Membership

1.1. Purpose and Delegation

1.1-1. *Purpose*. The purpose of this rule is to create a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance under limited circumstances.

1.1-2. *Delegation*. The Membership Ordinance delegated the Oneida Trust Enrollment Committee rulemaking authority pursuant to the Administrative Rulemaking law.

1.2. Adoption and Authority

1.2-1. This rule was adopted by the Oneida Trust Enrollment Committee in accordance with the procedures of the Administrative Rulemaking law.

1.2-2. This rule may be amended or repealed pursuant to the procedures set out in the Administrative Rulemaking law.

1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.

1.2-5. This rule supersedes all prior rules, regulations, internal policies, or other requirements relating to the Membership Ordinance.

1.3. Definitions

1.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) "Clear and convincing evidence" means that a particular fact is substantially more likely than not to be true.

(b) "Committee" means the Oneida Trust Enrollment Committee.

(c) "Department" means the Trust Enrollment Department.

(d) "Judiciary" means the judicial system responsible for applying the laws of the Oneida Nation. The three branches, as identified in resolutions BC-05-08-13-A and GTC 01-07-13-B are the Family Court, Trial Court, and Court of Appeals.

(e) "Nation" means the Oneida Nation.

(f) "Tribal Member" means an individual who is an enrolled member of the Nation.

(g) "Void" or "Voidance" means to cancel an enrollment with the resulting Tribal membership having no legal effect.

1.4. Applicability.

1.4-1. This rule applies only to future enrollments that occur after the effective date of the rule.

1.5. Voiding an Unlawful Membership.

1.5-1. Limited Circumstances for Voiding an Unlawful Membership. Under the following limited circumstances, an enrolled party's Tribal membership may be voided as unlawful because it does not satisfy the qualifications for enrollment pursuant to the Membership Ordinance:

(a) When enrollment is based on a birth certificate or an acknowledgement of paternity and the father on the birth certificate or acknowledgement is later determined not to be the father based on a subsequent paternity determination by a court of competent jurisdiction and that determination affects eligibility; and/or

(b) When the person obtained membership rights by fraud, deceit, or misrepresentation; and/or

(c) When the person, who would otherwise not have been eligible for membership, obtained membership rights through an enrolled member who is subject to section 1.5-1(a) or (b).

1.5-2. *Initiating a Voidance*. A Tribal member or Tribal department who has knowledge of facts supporting one or more of the grounds listed in section 1.5-1(a)-(c) may initiate the voidance of the enrolled party's Tribal membership by filing a petition with the Judiciary's Tribal Court.

(a) The petition shall, at a minimum, include the following information:

(1) The name and address of the enrolled party in question; and

(2) A statement of the facts supporting that one of the grounds listed in section 1.5-1(a)-(c) has been satisfied.

(b) In regard to taking actions under this rule, petitions filed with the Judiciary shall be served on the Department who may intervene as an interested party to either oppose or support the proposed voidance. Regardless of whether the Department intervenes, a copy of all orders issued under this section shall be forwarded to the Department.

1.5-3. *Hearing*. The Petitioner has the burden to prove by clear and convincing evidence that one of the circumstances named in section 1.5-1(a)-(c) apply to the enrolled party in question.

1.5-4. *Appeal*. Decisions of the Trial Court under this section may be appealed to the Court of Appeals in accordance with the Rules of Appellate Procedure.

1.5-5. *Final Voidance of an Enrollment.* The Department shall officially void the subject individual's enrollment and remove the individual from the Nation's tribal roll by sending a notice of official voidance including the implications of the voidance under the following circumstances:

(a) If the time frame for filing a Notice of Appeal with the Oneida Judiciary Court of Appeals has expired; or

(b) If a Notice of Appeal was filed, upon receipt of a determination from the Oneida Judiciary Court of Appeals regarding the voidance.

1.5-6. Voidance Hearings Closed to the Public. Voidance hearings shall be closed to the public.

1.6. Implications of a Voided Membership.

1.6-1. *Termination of Benefits Contingent on Tribal Membership Status*. All benefits provided by the Nation that are contingent upon Tribal member status shall be terminated upon the

voidance of enrollment. Such benefits include, but are not limited to the following:

(a) *Per Capita Payments.* A party whose enrollment is voided is no longer eligible for per capita payments, provided that payments received while enrolled are not subject to repayment.

(b) *Per Capita Trust Accounts*. Should the party whose enrollment has been voided have a balance in a per capita trust account, the balance of the account shall be redirected to the Disability Fund.

(c) *Higher Education*. A party whose enrollment is voided is no longer eligible for the higher education or trust scholarships, provided that any scholarship payments received while enrolled are not subject to repayment. While the subject individual would be able to complete any classes that have already been paid for, any future higher education expenses shall be the responsibility of the subject individual.

(d) *Voting in the Nation's Elections.* A party whose enrollment is voided is no longer eligible to vote in the Nation's elections.

(e) *Health, Vision, and Dental Services at Oneida Community Health Center.* A party whose enrollment is voided may no longer qualify for enrolled membership services provided at the Oneida Community Health Center.

1.6-2. *Future Eligibility for Enrollment*. A party whose membership is voided is not eligible for re-enrollment with the Nation unless the party meets the qualifications for enrollment.

1.6-3. *Appeal of Eligibility for Re-Enrollment*. A party that is dissatisfied with the Committee's determination of eligibility for re-enrollment may appeal that determination in accordance with the Membership Ordinance.

End.

Original effective date:

131 of 409

Summary Report for Voiding Unlawful Membership

Original effective date: N/A

Amendment effective date: N/A

Name of rule: Voiding Unlawful Membership

Name of law being interpreted: Membership Ordinance

Rule number: 2

Other laws or rules that may be affected: N/A

Brief summary of the proposed rule: The purpose of this rule is to create a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance under limited circumstances.

In January 2017, the first draft of this rule went to public meeting. Since then, significant changes have been made to the rule including, but not limited to:

- The prospective nature of the rule was added (voidance will not apply to those who were enrolled prior to the rule going into effect).
- The circumstances for voiding membership were amended to be more limited in nature and only include:
 - Situations where enrollment was based on a birth certificate or an acknowledgement of paternity and the father is later determined not to be the father based on a subsequent paternity determination by a court of competent jurisdiction and that determination affects eligibility.
 - Situations where the person obtained membership rights by fraud, deceit, or misrepresentation.
- Additional due process was added such as: right to a hearing, intervention, burden
 of proof, and right to appeal.

Changes made based on the public comment(s): In response to the comment that questioned what should be done with descendants of those that obtained membership under the two limited circumstances identified in the rule, the Oneida Trust Enrollment Committee added section 1.5-1(c) which allows a petition to be filed "[w]hen the person, who would otherwise not have been eligible for membership, obtained membership rights through an enrolled member who is subject to section 1.5-1(a) or (b)." References to section 1.5-1(a)-(b) were then revised to state 1.5-1(a)-(c).

Statement of Effect: Obtained after requesting from the Legislative Reference Office.

Financial Analysis: See Attached.

132 of 409



Oneida Nation Oneida Business Committee Legislative Operating Committee PO Box 365 • Oneida, WI 54355-9365 Oneida PO Box 365



Statement of Effect

Membership Ordinance Law Rule No.2 – Voidance Rule

Summary

Membership Ordinance Law Rule No.2 – Voidance Rule creates a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance when:

- Enrollment is based on a birth certificate or an acknowledgement of paternity and the father on the birth certificate or acknowledgement is later determined not to be the father based on a subsequent paternity determination by a court of competent jurisdiction and that determination affects eligibility; and/or
- When the person obtained membership rights by fraud deceit, or misrepresentation.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office Date: October 19, 2017

Analysis by the Legislative Reference Office

The Administrative Rulemaking law states that authorized agencies must be granted rulemaking authority by a law of a Nation, and that once granted rulemaking authority the authorized agency can then create rules which interpret provisions of any law enforced or administered by it as long as the rule does not exceed the rulemaking authority granted under the law for which the rule is being created for. *[see Administrative Rulemaking law section 106.4-1]*.

The Membership Ordinance was adopted by the General Tribal Council pursuant to GTC Resolution 07-02-84-A. The Membership Ordinance states that the Oneida Trust Committee, now known as the Oneida Trust Enrollment Committee, is delegated the responsibility for maintaining the official rolls of the Oneida Nation, and is tasked with developing and drafting rules and procedures for carrying out that responsibility. *[see Membership Ordinance section 124.5-1]*. Minimum requirements for what should be included in the rules are then described in the Membership Ordinance. *[see Membership Ordinance section 124.5-1(a)-(f)]*. The Membership Ordinance then states that enrollment procedures developed by the Oneida Trust Enrollment Committee shall be strictly followed, and that Tribal Enrollment Officers shall implement such rules after they have been approved by the Oneida Business Committee. *[see Membership Ordinance section 124.5-2]*.

Although the Membership Ordinance was adopted thirty-two (32) years prior to the Administrative Rulemaking law, it may be interpreted that that the Membership Ordinance delegates administrative rulemaking authority to the Trust Enrollment Committee as authorized by the Administrative Rulemaking law since the Membership Ordinance delegates authority to the Trust Enrollment Committee to develop rules which must be adopted by the Oneida Business Committee, which is a similar process to that contained in the Administrative Rulemaking law.

A good mind. A good heart. A strong fire.

The purpose of the Membership Ordinance Law Rule No.2 – Voidance Rule ("the Rule") is to allow the Oneida Trust Enrollment Committee to maintain an accurate official roll for the Oneida Nation by voiding the memberships of those individuals who should not have rightfully qualified for membership, but received enrollment in the Oneida Nation due to fraud, deceit, misrepresentation, or enrollment due to an acknowledgement of paternity that was later determined to be an inaccurate paternity determination.

After reviewing applicable resolutions of the Nation it has been determined that there is at least one circumstance in which the Trust Enrollment Committee has dis-enrolled an individual from the official rolls of the Oneida Nation. Resolution #02-12-88-C adopted by the Oneida Business Committee approves the disenrollment of an individual based on research by the Oneida Enrollment Office that the individual was not a descendant of Oneida ancestry. The individual was given notice by certified mail of the disenrollment recommendation, and given thirty (30) days to request a hearing. The individual did not request a hearing so the Oneida Trust/Enrollment Committee approved the disenrollment on January 26, 1988 by formal action, and then the Oneida Business Committee approved the disenrollment of the individual and the removal of the individual's name from the Official 1967 Tribal Roll through resolution #02-12-88-C. This disenrollment was not due to fraud, deceit, misrepresentation, or enrollment due to an acknowledgement of paternity that was later determined to be an inaccurate paternity determination, but the disenrollment was based on the individual being an adopted child of a member of the Nation.

Conclusion

There are no legal bars to adopting Membership Ordinance Law Rule No.2 - Voidance Rule.



Financial Analysis for Voiding Unlawful Membership (Trust Enrollment Department)

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs	Would be absorbed within the current budget.	\$0
Personnel	N/A	\$0
Office	N/A	\$0
Documentation Costs	N/A	\$0
Estimate of time necessary for an individual or agency to comply with the rule after implementation	One week.	\$0
Other, please explain	N/A	\$0
Total Cost (Annual)		\$0

Financial Analysis for Voiding Unlawful Membership (Judiciary)

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs	Would be absorbed within the current budget.	\$0
Personnel	N/A	\$0
Office	N/A	\$0
Documentation Costs	N/A	\$0
Estimate of time necessary for an individual or agency to comply with the rule after implementation	One week.	\$0
Other, please explain	N/A	\$0
Total Cost (Annual)		\$0

Jo Anne House, PhD | Chief Counsel James R. Bittorf | Deputy Chief Counsel

Patricia M. Stevens Garvey Kelly M. McAndrews Michelle L. Gordon Krystal L. John Robert J. Collins, II 136 of 409

Law Office



TO:	Legislative Operating Committee (LOC)
FROM:	Robert J. Collins II, Oneida Law Office
DATE:	January 24, 2018
RE:	Voiding Unlawful Membership Rule: Public Meeting Comment Review

On December 21, 2017, a public meeting was held regarding the proposed Voiding Unlawful Membership Rule. This memorandum, which was approved by the Oneida Trust Enrollment Committee on January 23, 2018, is submitted as a review of the oral and written comments that were presented at the public meeting and submitted within the public comment period.

Comment 1.

him

Bonnie Pigman – Oral Comment: Good afternoon, my name is Bonnie Pigman. I'm enrolled tribal member, 5361. I was looking at section 1.6, "Implication of a voided membership." The Oneida Life Insurance Plan Plus is not indicated on there. There is a conversion privilege that as a staff member of the department, we have to be conscious of that. Technically they could participate in the conversion privilege of that particular benefit, so we need to make sure we identify with that particular area for the members that may be subject to this and how that works with that.

I understand that from what you said that, it goes into effect after the date of the rule is adopted. My question would be then, would anybody, effective with the date for example, let's say it's December 2018, would everybody from December 2018 forward regardless - so we would look back at those people that were enrolled as of December 2018 as being participants that you could go back and as far back as 2018 and, and look at those individuals and make them susceptible to this rule? So, for example, let's say my child is born in November and I enroll them in December 2018, and ten years later, 2028, it's found that he is no longer eligible because of this rule. Would that make him and all of his descendants ineligible too? So I think there's some other information that needs to be presented to it. Thank you.

Oneida Trust Enrollment Committee Response:

Section 1.6-1 lists some but not all of the benefits that may be affected by a voided membership. While the Oneida Life Insurance Plan Plus (OLIPP) would be affected by a voidance, those impacts are lengthy, complicated, and are currently outlined in the Term Life Certificate for Oneida Nation located on the Trust Enrollment Department website. As section 1.6-1 is not an exhaustive list, there are no recommended changes to the draft based on this comment.

The rule as currently drafted would potentially affect the Tribal membership of an individual who fits the limited circumstances outlined in sections 1.5-1(a) and (b). What was not addressed in the initial draft of the rule is what would happen to those individuals, who would otherwise have not been eligible, who became members based on the membership status of the individual

Page 2

who fits the limited circumstances outlined in sections 1.5-1(a) and (b). Based on this comment, the Oneida Trust Enrollment Committee made the following revision to section 1.5-1:

(a) When enrollment is based on a birth certificate or an acknowledgement of paternity and the father on the birth certificate or acknowledgement is later determined not to be the father based on a subsequent paternity determination by a court of competent jurisdiction and that determination affects eligibility; and/or

(b) When the person obtained membership rights by fraud, deceit, or misrepresentation; and/or

(c) When the person, who would otherwise not have been eligible for membership, obtained membership rights through an enrolled member who is subject to section 1.5-1(a) or (b).

Comment 2.

Deborah Marcisz – Oral Comment: I'm just trying to learn what this is really truly all about. Um, you're going by what's going on now or is going to affect those who already uh, taken advantage of lying about the enrollment?

Oneida Trust Enrollment Committee Response:

Section 1.4-1 states that the rule applies only to future enrollments that occur after the effective date of the rule. There are no recommended changes to the draft based on this comment.



Public Meeting Sign In Sheet

VOIDING UNLAWFUL MEMBERSHIP RULE

December 21, 2017; 1:00 p.m.

	Name	Phone or Email
1	Bobbi Webster	buebstereneidanation org
2	Deborah Marcisz	Callgil235@ aol.com
3	Bonnje Pigman	pigmana oneidenation. Dig
4	Susan White	SWHITE C ONEIDANATION. Org
5		
6		
7		
8		
9		
10		

www.kalihwisaks.com

November 16, 2017 • Wisk Yawá le 15

Review: Erdrich tries apocalyptic fiction in 'Future Home'

By Carla K. Johnson Associated Press

"Future Home of the Living God" (Harper), by Louise Erdrich

Evolution runs amok in Louise Erdrich's new novel, "Future Home of the Living God." Ladybugs are the size of cats. Dragonflies have threefoot wingspans. Few women survive childbirth because of a fatal autoimmune response, and because infants are bigger, some are too big for the birth canal.

These babies also walk sooner and are thought to be incapable of speech. An authoritarian government recruits patriotic women as "womb volunteers" to harbor embryos frozen before the mysterious calamity. Gourmet food is promised: "Our chefs are waiting for you!" intones Mother, the voice of the new regime.

Witnessing these alarming developments is Cedar Hawk Songmaker, who is pregnant and learning how valuable she may be to those who have assumed power in the United States. She begins her story _ in diary entries addressed to her unborn child as she reconnects with her birth mother, an Ojibwe gas station owner on a nearby reservation. Cedar is the adopted daughter of a liberal white couple in Minneapolis. She returns to the reservation to meet Mary Potts, known as "Sweetie," her birth mom, as society begins to disintegrate.

"This is how the world ends, I think, everything crazy yet people doing normal things," Cedar writes.

The details of normal life on the reservation, detached from the evolutionary goings-on and a larger political turmoil, make the story believable and therefore more frightening. Cedar accompanies Sweetie to a tribal council meeting - the entrance to the tribe's office sits under the "outspread wings of a cast fiberglass eagle" - and later to a casino parking lot where the pair lay sod for a shrine to Kateri, the first Native American Catholic saint.

Sweetie has worked out the potential financial boon to the reservation of a shrine at a spot where gamblers have sighted the saint. Cedar is impressed. She has been underestimating her birth mother.

Her growing appreciation of older women, who help her on an increasingly perilous journey, becomes one of many themes for Erdrich to explore.

Known for her fluid novels of families, reservation life and Catholic faith, Erdrich is new to speculative fiction. "Future Home" owes a debt to Margaret Atwood and P.D. James, but Erdrich

makes her own mark on the material.

The U.S. Postal Service is "still operating under a secular postmaster general" and postal employees not only deliver mail but also move dissidents along an underground railroad to safety.

In a tense and memorable scene, Cedar's adoptive mother, Sera, is reassuring and heroic with "the face of packing the car for a vacation ... the face of the household general." But Sera can still push Cedar's buttons, as only a mother can. Stuck hiding together in a mop closet at the Minneapolis Post Office, they play out old emotional dramas, wounding each other before coming to terms again.

Some threads are left unresolved by the time this short novel ends. Erdrich may be setting up a sequel, or leaving her options open. While the final pages are beautifully written, the unanswered questions feel unsatisfying rather than intriguing. Still, this is a journey worth taking and a worthy addition to contemporary apocalyptic fiction.

Online:

https://www.harpercollins.com/cr-100712/louise-erdrich PUBLIC MEETING

December 21, 2017 at 1:00 p.m. IN THE Business Committee Conference Room

In accordance with the Administrative Rulemaking Law, the Oncida Trust Enrollment Committee is hosting this Public Meeting to gather feedback from the community regarding the following rule(s).

TOPIC: Voiding Unlawful Membership

This is a proposal to adopt a rule which would create a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance under two limited circumstances.

A previous version of this rule went to public meeting in January 2017. Since that time, significant changes have been made to the rule including:

- Rule only applies to future enrollments that occur after the effective date of the rule.
- Grounds for voiding unlawful membership were narrowed down to only two limited circumstances.

To obtain copies of the Public Meeting documents for this proposal, please visit www.oneida-nsn.gov/Register/PublicMeetings.

PUBLIC COMMENT PERIOD OPEN UNTIL January 2, 2018.

During the Public Comment Period, all interested persons may submit written comments and/or a transcript of any testimony/spoken comments made during the Public Meeting. These may be submitted to the Oneida Trust Enrollment Committee by U.S. mail, intereffice mail, email or fax.

> Oneida Trust Enrollment Committee PO Box 365 Oneida, WI 54155 Enrollments@oneidanation.org Telephone: (920) 869-6200 Fax: (920) 869-2995

140 of 409

Draft #1 – For Public Meeting 11/06/2017



Title 1. Government and Finances – Chapter 124 MEMBERSHIP ORDINANCE Rule #2 – Voiding Unlawful Membership

1.1 Purpose and Delegation
 1.2 Adoption and Authority
 1.3 Definitions
 1.4 Applicability
 1.5 Voiding an Unlawful Membership
 1.6 Implications of a Voided Membership

1.1. Purpose and Delegation

1.1-1. *Purpose*. The purpose of this rule is to create a process by which the Oneida Nation may void the membership of a Tribal member who no longer qualifies for enrollment pursuant to the Membership Ordinance under two limited circumstances.

1.1-2. *Delegation.* The Membership Ordinance delegated the Oneida Trust Enrollment Committee rulemaking authority pursuant to the Administrative Rulemaking law.

1.2. Adoption and Authority

1.2-1. This rule was adopted by the Oneida Trust Enrollment Committee in accordance with the procedures of the Administrative Rulemaking law.

1.2-2. This rule may be amended or repealed pursuant to the procedures set out in the Administrative Rulemaking law.

1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule control.

1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to the Membership Ordinance.

1.3. Definitions

1.3-1. This section governs the definitions of words and phrases used within this rule. All words not defined herein are to be used in their ordinary and everyday sense.

(a) "Committee" means the Oneida Trust Enrollment Committee.

(b) "Clear and convincing evidence" means that a particular fact is substantially more likely than not to be true.

(c) "Department" means the Trust Enrollment Department.

(d) "Judiciary" means the judicial system responsible for applying the laws of the Oneida Nation. The three branches, as identified in resolutions BC-05-08-13-A and GTC 01-07-13-B are the Family Court, Trial Court and Court of Appeals.

(e) "Minor" means anyone who has not yet attained the age of eighteen (18).

(f) "Nation" means the Oneida Nation.

(g) "Tribal Member" means an individual who is an enrolled member of the Nation.

(h) "Void" or "Voidance" means to cancel an enrollment with the resulting Tribal membership having no legal effect.

1.4. Applicability.

1.4-1. This rule applies only to future enrollments that occur after the effective date of the rule.

1.5. Voiding an Unlawful Membership.

1.5-1. Limited Circumstances for Voiding an Unlawful Membership. Under the following limited circumstances, an enrolled party's Tribal membership may be voided as unlawful because it does not satisfy the qualifications for enrollment pursuant to the Membership Ordinance:

(a) When enrollment is based on a birth certificate or an acknowledgement of paternity and the father on the birth certificate or acknowledgement is later determined not to be the father based on a subsequent paternity determination by a court of competent jurisdiction and that determination affects eligibility; and/or

(b) When the person obtained membership rights by fraud, deceit, or misrepresentation.

1.5-2. *Initiating a Voidance*. A Tribal member or Tribal department who has knowledge of facts supporting one or more of the grounds listed in section 1.5-1(a)-(b) may initiate the voidance of the enrolled party's Tribal membership by filing a petition with the Judiciary's Tribal Court.

(a) The petition shall, at a minimum, include the following information:

(1) The name and address of the enrolled party in question; and

(2) A statement of the facts supporting that one of the grounds listed in section 1.5-1(a)-(b) has been satisfied.

(b) In regard to taking actions under this rule, petitions filed with the Judiciary shall be served on the Department who may intervene as an interested party to either oppose or support the proposed voidance. Regardless of whether the Department intervenes, a copy of all orders issued under this section shall be forwarded to the Department.

1.5-3. *Hearing.* The Petitioner has the burden to prove by clear and convincing evidence that one of the circumstances named in section 1.5-1(a)-(b) apply to the enrolled party in question.

1.5-4. *Appeal*. Decisions of the Trial Court under this section may be appealed to the Court of Appeals in accordance with the Rules of Appellate Procedure.

1.5-5. *Final Voidance of an Enrollment*. The Department shall officially void the subject individual's enrollment and remove the individual from the Nation's tribal roll by sending a notice of official voidance including the implications of the voidance under the following circumstances:

(a) If the time frame for filing a Notice of Appeal with the Oneida Judiciary Court of Appeals has expired; or

(b) If a Notice of Appeal was filed, upon receipt of a determination from the Oneida Judiciary Court of Appeals regarding the voidance.

1.5-6. Voidance Hearings Closed to the Public. Voidance hearings shall be closed to the public.

1.6. Implications of a Voided Membership.

1.6-1. *Termination of Benefits Contingent on Tribal Membership Status.* All benefits provided by the Nation that are contingent upon Tribal member status shall be terminated upon the voidance of enrollment. Such benefits include, but are not limited to the following:

(a) *Per Capita Payments.* A party whose enrollment is voided is no longer eligible for per capita payments, provided that payments received while enrolled are not subject to repayment.

Draft #1 – For Public Meeting 11/06/2017

(b) *Per Capita Trust Accounts*. Should the party whose enrollment has been voided have a balance in a per capita trust account, the balance of the account shall be redirected to the Disability Fund.

(c) *Higher Education*. A party whose enrollment is voided is no longer eligible for the higher education or trust scholarships, provided that any scholarship payments received while enrolled are not subject to repayment. While the subject individual would be able to complete any classes that have already been paid for, any future higher education expenses shall be the responsibility of the subject individual.

(d) *Voting in the Nation's Elections.* A party whose enrollment is voided is no longer eligible to vote in the Nation's elections.

(e) *Health, Vision, and Dental Services at Oneida Community Health Center.* A party whose enrollment is voided may no longer qualify for enrolled membership services provided at the Oneida Community Health Center.

1.6-2. *Future Eligibility for Enrollment*. A party whose membership is voided is not eligible for re-enrollment with the Nation unless the party meets the qualifications for enrollment.

1.6-3. *Appeal of Eligibility for Re-Enrollment*. A party that is dissatisfied with the Committee's determination of eligibility for re-enrollment may appeal that determination in accordance with the Membership Ordinance.

End.

Original effective date:

Old Business

V.

Regular Trust Enrollment Committee Minutes 22 August 2017 Page 3 of 5

B. Voiding Unlawful Memberships - Rob Collins

7-10-17 Motioned to pursue Option 3.a.i & ii as stated in the memo from Trust Barollment Staff Attorney Robert Collins II, dated June 14, 2017, and for the draft rule be presented to the Trust Barollment Committee at their regular monthly meeting in September. 8-22-17 Status Update – Needs Direction

Elaine Skenandore-Cornelius was not in favor of voiding unlawful memberships due to community feedback from the January 19, 2017 Public Meeting. Kirby Metoxen noted that Trust Enrollment Committee cannot turn a blind eye to their responsibility, and that clear communication is key to dispelling negative reactions from the community. Carole Liggins suggested moving the hearing body of unlawful membership cases to the Judiciany.

Norbert Hill Jr. motioned to pursue Option 3 in Attorney Collins memo dated sugust 16, 2017, "To pursue the Voiding Unlawful Membership rule and Enrollment Rule (without voidance included) as two separate rules; for Attorney Collins to provide information on potential cases for voiding unlawful memberships; and to revise the Voiding Unlawful Membership rule to include Judiciary as the hearing body of unlawful membership cases. Seconded Kirby Metoxen. Elaine Skenandore-Conelius abstained.

Discussion: Dylan Benton asked the committee to consider which on the two rules to put forward for a public meeting first. The final draft of both rules will be an item on September's Regular Trust Enrollment Committee Meeting agenda.

	- 0. - 0. - 0. - 0. - 0. - 0. - 0. - 0.		
Cul curve	11 1110-123 VIA		Chlosi protection
			and the second sec
B.		The second states	· · · · · ·
B. Anny			
		arround frantoment to not opt up and a	

A good mind. A good heart, A strong fire.



144 of 409

Regular Trust Enrollment Committee Minutes 28 September 2017 Page 2 of 5



V.

VI.



Attorney Business

A. Voiding Unlawful Memberships – Rob Collins

7-10-17 Motioned to pursue Option 3.a.i & ii as stated in the memo from Trust Enrollment Staff Attorney Robert Collins II, dated June 14, 2017, and for the draft rule be presented to the Trust Enrollment Committee at their regular monthly meeting in September. 8-22-17 motioned to pursue the Voiding Unlawful Membership rule and Enrollment Rule (without voidance included) as two separate rules; for Attorney Collins to provide information on potential cases for voiding unlawful membership; and to revise the Voiding Unlawful Membership rule to include Judiciary as the hearing body of unlawful membership cases. 9-28-17 Status Update

Cheryl Skolaski excused at 5:30pm

Loretta Metoxen in favor of voided unlawful memberships keeping their trust accounts. Debra Powless was not in favor of the Judiciary being the hearing body for cases of unlawful memberships. Bonnie Pigman noted the Per Capita Trust Agreement will need to be amended to coincide with the Voiding Unlawful Memberships Rule. Discussion of placement for trust account when an individual's membership is voided.

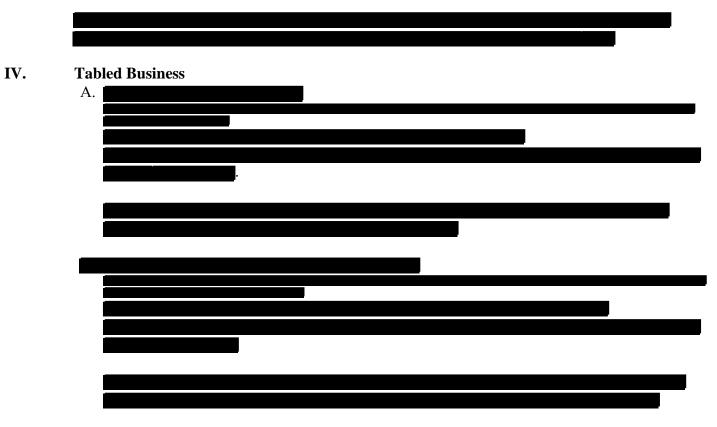
Debra Powless motioned to place trust accounts of voided members into the Disability Fund. Seconded Loretta Metoxen. Abstained Elaine Skenandore-Cornelius, Motion carried.

Debra Powless motioned to approve the Voiding Unlawful Memberships Rule with noted revisions, and for Attorney Robert Collins continue with the Administrative Rule Making Process for adoption. Seconded Dylan Benton. Abstained Elaine Skenandore-Cornelius. Motion carried.

A good mind. A good heart. A strong fire.



Regular Trust Enrollment Committee Minutes 23 January 2018 Page 2 of 5



V. Attorney Business

A. Voiding Unlawful Memberships – Rob Cdlins

11-28-17 Motion to approve the update; to direct the Trust Enrollment Department to revise the draft press rdease, and to circulate the revisions through the Trust Enrollment Committee for input. 12-28-17 Motion to approve the update.

1-23-18 Status Update – Update Needs Approval

Attorney Collins recommended a revision to he draft 'Voiding Unlawful Memberships' rule in his draft memo to the IOC under Option B The revision isto include sub-section () under 1.5-1 *Limited Circumstances for Voiding an Unlawful Membership*. Sub-section () would read 'When the prson, who would otherwise not have been digible for membership, obtained membership lights through an enrolled member who issubject to section 1.5-1(a) or (b)."

Debra Powless motioned to approve the updae and the recommended revision to he "Voiding Unhwful Memberships" rule under Option B of Atorney Collins' draft memo, and to forward toLOC for certification. Seconded Dylan Benton. Ekine Skenandore-Cornelius abstained. Motion carried.





Public Packet	146 of 409	
Oneid	da Business Committee Agenda Request	
1. Meeting Date Requested:	2 / 14 / 18	
2. General Information: Session: 🛛 Open 🗌 Exec	utive - See instructions for the applicable laws, then choose one:	
Agenda Header: Standing Co	mmittees	
 Accept as Information only Action - please describe: 		
BC approval of Finance Con	nmittee Meeting Minutes of February 5, 2018	
3. Supporting Materials	Contract	
1.FC E-Poll approving 2/5	/18 Minutes 3.	
2. FC Mtg Minutes of 2/5/1		
4. Budget Information		
Budgeted - Tribal Contributi	on 📋 Budgeted - Grant Funded 🔄 Unbudgeted	
5. Submission		
Authorized Sponsor / Liaison:	Trish King, Tribal Treasurer	
Primary Requestor:	Denise Vigue, Executive Assistant to the CFO /Finance Administration Your Name, Title / Dept. or Tribal Member	
Additional Requestor:	Name, Title / Dept.	
Additional Requestor:	Name, Title / Dept.	

• 1

6. Cover Memo:

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

Oneida Business Committee approval is required to approve all Finance Committee meeting actions as the FC is a standing committee of the OBC.

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.

ONEIDA NATION

P.O. Box 365

Oneida, WI 54115

MEMORANDUM

- **TO:** Finance Committee
- **CC:** Business Committee
- FR: Denise Vigue, Executive Assistant
- **DT:** Feb. 6, 2018

RE: E-Poll Results of: FC Meeting Minutes of Feb. 5, 2018

An E-Poll vote of the Finance Committee was conducted to approve the February 5, 2018 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority <u>4 YES</u> votes from Chad Fuss Patrick Stensloff, Larry Barton, and Jennifer Webster. to approve the Feb. 5, 2018 Finance Committee Meeting Minutes. Daniel Guzman-King and Shirley Barber did not vote.

The minutes will be placed on the next BC agenda of Feb. 14, 2018 for approval and the next Finance Committee agenda of Feb. 19, 2018 to ratify this E-Poll action.

Yaw^ko

* Per the Finance Committee By-Laws Article III-Meetings, 3-4 Quorum. Four (4) members of the Finance Committee shall constitute a quorum & 3-6 Voting. (d) The Finance Committee shall act by a majority of vote of the quorum present at any meeting.



A good mind. A good heart. A strong fire.

ONEIDA FINANCE COMMITTEE

FC WORK MEETING Feb. 5, 2018 – 9:00 A.M.

BC Executive Conference Room

FC REGULAR MEETING

Feb. 5, 2018 – 10:00 A.M. BC Executive Conference Room

REGULAR MEETING MINUTES

FC Work Meeting:

Patricia King, Treasurer/FC Chair Daniel Guzman King, BC Council Member Patrick Stensloff, Purchasing Director Larry Barton, CFO/FC Vice-Chair Chad Fuss, AGGM-Finance (Gam. Alt.) Shirley Barber, FC Elder Member

Members Excused: Jennifer Webster, BC Council Member

FC Regular Meeting:

Patricia King, Treasurer/FC Chair Jennifer Webster, BC Council Member Chad Fuss, AGGM-Finance (Gam. Alt.) Shirley Barber, FC Elder Member Larry Barton, CFO/FC Vice-Chair Daniel Guzman King, BC Council Member Patrick Stensloff, Purchasing Director

Others Present: Barb Truttmann, David Emerson, Kevin Rentmeester, Ray Olson, Judy Nicholas, Sandra Schuyler, Phillip Wisneski and Denise Vigue, taking minutes

I. CALL TO ORDER: The regular meeting was called to order by the FC Chair at 10:00 A.M.

II. APPROVAL OF AGENDA: FEBRUARY 5, 2018

Motion by Jennifer Webster to approve the FC meeting agenda of Feb. 5, 2018. With one ADD ON under CapEx #2. Seconded by Patrick Stensloff. Motion carried unanimously.

III. APPROVAL OF MINUTES: Jan. 15, 2017 (Approved via E-Poll on 1/16/18)

Motion by Patrick Stensloff to ratify the FC E-Poll action taken on 1/16/18 approving the 1/15/18 Finance Committee meeting minutes. Seconded by Jennifer Webster. Motion carried unanimously.

IV. TABLED BUSINESS: No Tabled Business

V. CAPITAL EXPENDITURES:

1. MS2 (OTIE)-Electrical @CasinoAmount: \$730,500.00Tim Skenandore, Gaming Facilities

Barb Truttmann was present to discuss this contract; large repair and replacement of electrical component at the casino, tentative work scheduled for this June; discussion of the way this contract was set up under a current purchase order; Larry asked staff to make sure all safety measures are in place during work; it was also noted this is an emergency repair.

Motion by Larry Barton to approve the MS2 Capital Expenditure purchase in the amount of \$730,500.00 contingent upon Gaming write this up as a separate agreement with a standalone PO making sure agreement is specific on scope of work and to send a copy of agreement to the Finance Committee. Seconded by Jennifer Webster. Motion carried unanimously.

2. ADD ON: Mavid Construction

Amount: \$208,938.00

Tim Skenandore, Gaming Facilities

Barb Truttmann explained this is for the carpet replacement at the West Mason Street Casino; all due diligence taken when bid out; Chad noted that this was in Gaming's budget the last three years but was taken out each year; the carpet is about 10 years old.

Motion by Daniel Guzman King to approve the Mavid Construction Capital Expenditure purchase in the amount of \$208,938.00. Seconded by Shirley Barber. Motion carried unanimously.

NOVOMATIC (6) Slot Games 3.

Amount: \$108,915.48

Amount: \$177,800.00

David Emerson, Gaming Slots Dept.

This is a new vendor; had pretrial games and converting to purchase them.

Motion by Patrick Stensloff to approve the Novomatic (6) Slot Games Capital Expenditure purchase in the amount of \$108,915.48. Seconded by Jennifer Webster. Motion carried unanimously.

4. EVERI (10) Slot Games

David Emerson, Gaming Slots Dept.

Motion by Jennifer Webster to approve the Everi (10) Slot Games Capital Expenditure purchase in the amount of \$177,800.00. Seconded by Patrick Stensloff. Motion carried unanimously.

5. CEC-Fire Alarm System Replacement Amount: \$160,600.00 Sharon Mousseau, ONES

Replacement for Fire Alarm System submitted for bid and approved by the BIE; expect to do work this summer.

Motion by Chad Fuss to approve the CEC-Firm Alarm System Replacement Capital Expenditure purchase in the amount of \$160,600.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VI. **COMMUNITY FUND:**

CF Update Report for February 2018 1.

Denise J. Vigue, Finance

Motion by Jennifer Webster to approve the Community Fund Update Report for February 2018. Seconded by Chad Fuss. Motion carried unanimously.

150 of 409

2. CF Update – Adjusted Amounts from 1/2/18

Denise J. Vigue, Finance

Denise provided a memo of two Community Fund request approved at the 1/2/18 meeting; they were both for the two sons of same requestor in the amounts of \$87 and \$465; FC asked at that time for an additional breakdown of costs; requestor provided additional information and noted for the \$87, \$15 is for a jersey which is not allowed under the CF, so actual request is \$72; and other request for \$465 was less as son would not be competing in as many tournaments as first thought; so request would be for \$115; both have been adjusted.

Motion by Jennifer Webster to approve the adjustment changes the FC made from the Community Fund for the sons of the requestor in the amounts of \$72, adjusted from \$87 and \$115, adjusted from \$465 noting son not attending all tournaments. Seconded by Chad Fuss. Motion carried unanimously.

3. Ideal Weight-Start-Up Costs – Resubmitted Amount: \$500.00 Judy Nicholas

Judy was present to discuss this request; she submitted additional breakdown of all costs and updated the FC on her progress; there isn't a program like this in Oneida; her own health depended upon her taking positive actions to complete her weight loss goals.

Motion by Larry Barton to approve from the Community Fund the Ideal Weight Start-Up Costs in the amount of \$500.00. Seconded by Jennifer Webster. Motion carried unanimously.

4. WI Power Volleyball Team feesAmount: \$500.00

Jeff Mears for daughter, Saffron

Motion by Chad Fuss to approve from the Community Fund the WI Power Volleyball Team fees for the daughter of the requestor in the amount of \$500.00. Seconded by Shirley Barber. Motion carried unanimously.

5. Team 1848 AAU Basketball fees Amount: \$500.00

Lisa Rauschenbach for son, Miles

Motion by Jennifer Webster to approve from the Community Fund the Team 1848 AAU Basketball fees for the son of the requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

6. UW-Whitewater Youth Football Camp Amount: \$500.00 Zandra John for son, Hawkins

Motion by Larry Barton to approve from the Community Fund the UW-Whitewater Youth Football Camp registration for the son of the requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

7. Oneida Future Thunderhawks Team Tournament fees Amount: \$750.00 Phillip Wisneski, Team Coach

Phil was present to discuss this request: it is for 7th grade girls; they have been together for 4 years; community team of all Oneida girls in the area including Green Bay; they won state in their age group last year.

Motion by Larry Barton to approve from the Community Fund the Oneida Future Thunderhawks Teams' Tournament fees in the amount of \$750.00. Seconded by Shirley Barber. Motion carried unanimously.

8. H.S. Student Class Trip to Washington, D.C. Amount: \$500.00 Timothy Ninham for daughter, Imani

Motion by Larry Barton to approve from the Community Fund the High School Student Class Trip fees to Washington, D.C. for the daughter of the requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

9. Better Body Fitness-class fees Amount: \$368.00 Angelina Sunshine Bain

Motion by Patrick Stensloff to approve from the Community Fund the Better Body Fitness class fees in the amount of \$368.00. Seconded by Daniel Guzman King. Motion carried unanimously.

10. ACA Instructor Certification-KayakAmount: \$440.00Kateri Baker

Motion by Patrick Stensloff to approve from the Community Fund the ACA Instructor Certification class for Kayaking in the amount of \$440.00. Seconded by Jennifer Webster. Motion carried unanimously.

11. ISA 15U Baseball Team Tournament feesAmount: \$500.00LeeAnn Schuyler for son, Jourdon

Motion by Jennifer Webster to approve from the Community Fund the ISA 15U Baseball Team Tournament fees for the son of the requestor in the amount of \$500.00. Seconded by Shirley Barber. Motion carried unanimously.

12. AAU – WI Blaze Team fees

Amount: \$500.00

Michelle Reed for daughter, Haley

Motion by Jennifer Webster to approve from the Community Fund the AAU –WI Blaze Team fees for the daughter of the requestor in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

13. Green Bay Purple Aces Team feesAmount: \$500.00

Karen S. Hill for daughter, Ly Cyia

Motion by Larry Barton to approve from the Community Fund the Green Bay Purple Aces Team fees for the daughter of the requestor in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

14. DePere Baseball Minor Leagues & Little Sluggers Amount: \$117.00

S. & M. VandenHeuvel for 3 sons, Gage, Colt & Gavin

Motion by Larry Barton to approve from the Community Fund the Baseball team fees for the three sons of the requestors for a total amount of \$117.00. Seconded by Jennifer Webster. Motion carried unanimously.

15. Hillcrest Elementary Family Fun NightAmount: 25 CasesDan Skenandore, PTO

Motion by Larry Barton to approve from the Community Fund the Coca-Cola Product request in the amount of 25 Cases for use at the Annual PTO Family Fun Night Fundraiser. Seconded by Jennifer Webster. Motion carried unanimously.

16. Holy Apostles Church Lentin Fish FrysAmount: 25 CasesAbby Webster, HACAmount: 25 Cases

Motion by Larry Barton to approve from the Community Fund the Coca-Cola Product request in the amount of 25 Cases for use at the Holy Apostles Church's Lentin Fish Fry events. Seconded by Patrick Stensloff. Jennifer Webster abstained. Motion carried.

17. Benefit for the Boucher Family Amount: 25 Cases Tonya Boucher

Cannot provide product as event is this Friday; suggestion is to approve (8) 12-packs of soda and 2 cases of water that was returned from a previous event and is currently in the Finance Office.

Motion by Larry Barton to approve from the Community Fund the Coca-Cola Product request in the amount of (8) 12packs of soda and 2 cases of water that is currently in the Finance Office for fundraising at the Benefit for the Boucher Family. Seconded by Patrick Stensloff. Motion carried unanimously.

VII. NEW BUSINESS:

1. Roche Diagnostics

Amount: \$75,000.00

Sandra Schuyler, Spl. Diabetes Prog.-OCHC

This is for Diabetic supplies for the pharmacy; if cost goes over the pharmacy will pick up additional costs.

Motion by Daniel Guzman King to approve the Purchase Order for Roche Diagnostics in the amount of \$75,000.00. Seconded by Jennifer Webster. Motion carried unanimously.

2. Gem Edwards, Inc.

Amount: \$75,000.00

Sandra Schuyler, Spl. Diabetes Prog.-OCHC

This is the clinic's insulin pump provider; they replace old pumps that breakdown; included in cost is supplies that go along with machines; this amounts to serving about 30 patients.

Motion by Jennifer Webster to approve the Purchase Order for Gem Edwards, Inc. in the amount of \$75,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

154 of 409

3. FY18 Blkt PO-INTERBLOCK Lease Payments David Emerson, Gaming Slots Dept.

Motion by Jennifer Webster to approve the FY18 Blanket Purchase Order for lease payments to Interblock in the amount of \$250,000.00. Seconded by Larry Barton. Motion carried unanimously.

4. Vertiv Services Inc.

Amount: \$90,000.00

Tim Skenandore, Gaming Facilities

Service agreement for annual UPS systems for all backup services; this is a compliance requirement.

Motion by Larry Barton to approve the Vertiv Services Inc contract in the amount of \$90,000.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VIII. EXECUTIVE SESSION: None

IX. FOLLOW UP: None

X. OTHER:

1. FC First Quarter Report to the BC

Larry Barton, CFO

Motion by Jennifer Webster to approve the Finance Committee First Quarter (FY18) Report to the Business Committee. Seconded by Patrick Stensloff. Motion carried unanimously.

XI. FYI and/or THANK YOU:

1. FYI: OTIE Sole Source

James Petitjean, Community & Econ Dev. Mgr.

Motion by Jennifer Webster to accept, as FYI, items #1 through #6. Seconded by Shirley Barber. Motion carried unanimously.

- 2. FYI: Aristocrat (12) Percentage Slot Games (Contract Changes) David Emerson, Gaming Slots Dept.
- See Motion in FYI #1.
- **3.** FYI: IGT (2) WOF, 3.9% of Gross Handle (Contract Changes) David Emerson, Gaming Slots Dept.
- See Motion in FYI #1.

4. FYI: EVERI (4) Lease Games

David Emerson, Gaming Slots Dept.

- See Motion in FYI #1.
- 5. FYI: BALLY (1) Elec. Tbl. System Lease Game David Emerson, Gaming Slots Dept.
- See Motion in FYI #1.

6. FYI: Aristocrat (4) Buffalo Grand Percentage Games David Emerson, Gaming Slots Dept.

- See Motion in FYI #1.

XII. ADJOURN: Motion by Patrick Stensloff to adjourn. Seconded by Daniel Guzman King. Motion carried unanimously. Time: 10:50 A.M.

Minutes taken & transcribed by: Denise Vigue, Executive Assistant to the CFO & Finance Committee Contact/Recording Secretary

Finance Committee-E-Poll Minutes Approval Date: February 6, 2018

Oneida Business Committee's FC Minutes Approval Date:

1. Meeting Date Requested:	_2_	/ 14	/ 18	
----------------------------	-----	------	------	--

Session: 🖂 Open 📋 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
Action - please describe:
Approve recommendation to appoint Emily Johnson and Bridget John to the Oneida Nation Library Board.
3. Supporting Materials □ Report □ Resolution □ Contract ☑ Other:
1. Memo 3.
2 4
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Laura Laitinen-Warren, Senior Policy Advisor, BC Administration Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor:

6. Cover Memo:

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

There are four (4) applicants for two (2) vacancies on the Oneida Nation Library Board. The applicants are:

Emily Johnson Roxanne Anderson Patsy Melchert-Beaulieu Bridget John

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Emily Johnson and Bridget John be appointed to the Oneida Nation Library Board.

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.

158 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



Memorandum

To: Oneida Business Committee

From: Tehassi Hill, Chairman T.H.

Date: January 26, 2018

Re: Oneida Nation Library Board

There are four (4) applicants for two (2) vacancies on the Oneida Nation Library Board. The applicants are:

Emily Johnson Roxanne Anderson Patsy Melchert-Beaulieu Bridget John

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Emily Johnson and Bridget John be appointed to the Oneida Nation Library Board.

1. Meeting Date Requested:	2	/ 14	/ 18
----------------------------	---	------	------

Session: 🖂 Open 📋 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
 ✓ Action - please describe:
Accept recommendation and appoint Lloyd Ninham and Kathryn LaRoque to the Southeastern Oneida Tribal Services Advisory Board.
3. Supporting Materials □ Report □ Resolution □ Contract ☑ Other:
1. Memo 3.
2. 4.
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Laura Laitinen-Warren, Senior Policy Advisor, BC Administration Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

6. Cover Memo:

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

There are two (2) applicants for four (4) vacancies on the Southeastern Oneida Tribal Services Advisory Board. The applicants are:

Lloyd Ninham Kathryn LaRoque

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Lloyd Ninham and Kathryn LaRoque be appointed to the Southeastern Oneida Tribal Services Advisory Board.

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.

161 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



Memorandum

To:	Oneida	Business	Committee
	orroror		

From: Tehassi Hill, Chairman T. H.

Date: February 8, 2018

Re: Southeastern Oneida Tribal Services Advisory Board

There are two (2) applicants for four (4) vacancies on the Southeastern Oneida Tribal Services Advisory Board. The applicants are:

Lloyd Ninham Kathryn LaRoque

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Lloyd Ninham and Kathryn LaRoque be appointed to the Southeastern Oneida Tribal Services Advisory Board.

1. Meeting Date Requested:	_2_	/ 14	/ 18	
----------------------------	-----	------	------	--

Session: 🖂 Open 🔄 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
Approve recommendation to appoint Dale Webster to the Oneida Nation Veterans Affairs Committee.
3. Supporting Materials
Report Resolution Contract
⊠ Other:
1.Memo 3
2. 4.
۲ ۴
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Laura Laitinen-Warren, Senior Policy Advisor, BC Administration Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Additional Requestor:
Name, Title / Dept.

6. Cover Memo:

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

There are four (4) applicants for one (1) vacancy on the Oneida Nation Veterans Affairs Committee. The applicants are:

Michael Hill Dale Webster Nathan Smith Loretta Metoxen

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Dale Webster be appointed to the Oneida Nation Veterans Affairs Committee.

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.

164 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



Memorandum

To: Oneida Business Committee

From: Tehassi Hill, Chairman T.H.

Date: January 26, 2018

Re: Oneida Nation Veterans Affairs Committee

There are four (4) applicants for one (1) vacancy on the Oneida Nation Veterans Affairs Committee. The applicants are:

Michael Hill Dale Webster Nathan Smith Loretta Metoxen

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Dale Webster be appointed to the Oneida Nation Veterans Affairs Committee.

165 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	2	/ 14	/ 18
----------------------------	---	------	------

Session: 🖂 Open 🔄 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
Action - please describe:
Approve recommendation to appoint Tonya Webster and Kalene White to the Oneida Nation Pow-Wow committee.
3. Supporting Materials □ Report □ Resolution □ Contract ☑ Other:
1.Memo 3.
2 4
Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Laura Laitinen-Warren, Senior Policy Advisor, BC Administration Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

6. Cover Memo:

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

There are three (3) applicants for two (2) vacancies on the Oneida Nation Pow-Wow Committee. The applicants are:

Tonya Webster Kalene White Rosa Laster

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Tonya Webster and Kalene White be appointed to the Oneida Nation Pow-Wow Committee.

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.

167 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, W154155-0365 oneida-nsn.gov



Memorandum

To: Oneida Business Committee

From: Tehassi Hill, Chairman T, H.

Date: January 26, 2018

Re: Oneida Nation Pow-Wow Committee

There are three (3) applicants for two (2) vacancies on the Oneida Nation Pow-Wow Committee. The applicants are:

Tonya Webster Kalene White Rosa Laster

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend Tonya Webster and Kalene White be appointed to the Oneida Nation Pow-Wow Committee.

168 of 409

Oneida Business Committee Agenda Request

1.	Meeting	Date Requ	ested: 2	/	14	/	18
----	---------	-----------	----------	---	----	---	----

Session: 🖂 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
 Accept as Information only Action - please describe:
Approve recommendation to appoint Carol Silva and Donna Richmond to the Pardon & Forgiveness Screening Committee as alternates.
3. Supporting Materials Report Resolution Contract Other: Image: Contract
1.Memo 3.
2. 4.
Business Committee signature required
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Tehassi Hill, Chairman
Primary Requestor/Submitter: Laura Laitinen-Warren, Senior Policy Advisor, BC Administration Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

6. Cover Memo:

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

There are two (2) applicants for two (2) vacancies on the Pardon & Forgiveness Screening Committee alternates. The applicants are:

Carol Silva Donna Richmond

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend these Carol Silva and Donna Richmond be appointed to the Pardon & Forgiveness Screening Committee Alternate vacancies.

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.

170 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



Memorandum

To: Oneida Business Committee

From: Tehassi Hill, Chairman T.H.

Date: January 26, 2018

Re: Pardon & Forgiveness Screening Committee Alternates

There are two (2) applicants for two (2) vacancies on the Pardon & Forgiveness Screening Committee alternates. The applicants are:

Carol Silva Donna Richmond

The candidates are qualified to serve. In accordance with Article VI, Section 6-2 of the Comprehensive Policy Governing Boards, Committees and Commissions, I recommend these Carol Silva and Donna Richmond be appointed to the Pardon & Forgiveness Screening Committee Alternate vacancies.

1. Meeting Date Requested:	02	/ 14	/ 18
----------------------------	----	------	------

Session: 🔀 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Appointments
Accept as Information only
X Action - please describe:
Accept the Oneida Police Department recommendation to appoint Eric Boulanger, member, Ron King Jr., alternate and Latsiklanunha Hill, alternate to the Pardon and Forgiveness Screening Committee.
 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: Lisa Summers, Tribal Secretary
Primary Requestor/Submitter: Brooke Doxtator, BCC Supervisor Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Name, Title / Dept.
Additional Requestor:

6. Cover Memo:

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

According to the Pardon and Forgivness Screening Committee Bylaws, section:

1-4 Membership. The PFSC shall consist of five (5) enrolled Tribal members from three (3) representative areas who shall serve a term consistent with that of the Oneida Business Committee term of office.

(a) How Chosen. PFSC members shall be appointed by motion or resolution of the Oneida Business Committee. PFSC members shall include:

(1) A representative from the Oneida Police Department, recommended in writing by the Chief of Police, including two (2) alternates, submitted to the Tribal Secretary;

On January 5, 2018 the Chief of Police, Richard Van Boxtel, recommended Eric Boulanger as the Oneida Police Department representative and Ron King Jr. and Latsiklanunha Hill as alternates.

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.

173 of 409



Oneida Police Department

P.O. Box 365, Oneida, WI 54155

Richard G. Van Boxtel Chief of Police

To: Lisa Summers, Tribal Secretary Brooke Doxtator, Boards, Committees and Commissions Supervisor
From: Rich Van Boxtel, Chief of Police
Date: January 5, 2018
RE: Pardon and Forgiveness Screening Committee Recommendations

In accordance with the Pardon and Forgiveness Screening Committee Bylaws section 1-4 Membership, a representative from the Oneida Police Department, recommended in writing by the Chief of Police, including two (2) alternates shall be submitted to the Tribal Secretary.

To fulfill this requirement, I would like to recommend Eric Boulanger as the Oneida Police Department representative. As alternates, I would like to recommend Ron King Jr. and Latsiklanunha Hill.

Please let me know if these appointments will be on the January 24, 2018 Business Committee agenda so we can ensure they are there for the swearing in.

If you need anything else, please contact me.

1. Meeting Date Requested:	02	/ 14	/ 18
----------------------------	----	------	------

Session: 🔀 Open 🗌 Executive - See instructions for the applicable laws, then choose one:					
Agenda Header: Appointments					
Accept as Information only					
X Action - please describe:					
Accept the Oneida Social Services Department recommendation to appoint Delia Smith, member, Jodi Skenandore, alternate and Jamie Stevens, alternate to the Pardon and Forgiveness Screening Committee.					
3. Supporting Materials Report Resolution Other:					
1. 3.					
2 4					
Business Committee signature required					
4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded					
5. Submission					
Authorized Sponsor / Liaison: Lisa Summers, Tribal Secretary					
Primary Requestor/Submitter: Brooke Doxtator, BCC Supervisor Your Name, Title / Dept. or Tribal Member					
Additional Requestor:					
Name, Title / Dept.					
Additional Requestor: Name, Title / Dept.					

6. Cover Memo:

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

According to the Pardon and Forgiveness Screening Committee Bylaws, section:

1-4 Membership. The PFSC shall consist of five (5) enrolled Tribal members from three (3) representative areas who shall serve a term consistent with that of the Oneida Business Committee term of office.

(a) How Chosen. PFSC members shall be appointed by motion or resolution of the Oneida Business Committee. PFSC members shall include:

(2) A representative from the Oneida Social Services Department, recommended in writing by the Division Director for the Governmental Services Division, including two (2) alternates, submitted to the Tribal Secretary;

On January 12, 2018 the Governmental Services Division Director, George Skenandore, recommended Delia Smith as the Oneida Social Services representative and Jodi Skenandore and Jamie Stevens as alternates.

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.

176 of 409

Brooke M. Doxtator

From:	Tsyoshaaht C. Delgado
Sent:	Friday, January 12, 2018 12:38 PM
То:	George C. Skenandore; Brooke M. Doxtator
Cc:	Racquel L. Hill; Claudia J. Skenandore
Subject:	RE: Pardon and Forgiveness Screening Committee - Request
Subject:	RE: Pardon and Forgiveness Screening Committee - Request

Jamie Stevens has confirmed and just so you know in the system he is under Leonard Stevens.

From: George C. Skenandore
Sent: Friday, January 12, 2018 12:27 PM
To: Brooke M. Doxtator
Cc: Racquel L. Hill; Tsyoshaaht C. Delgado; Claudia J. Skenandore
Subject: FW: Pardon and Forgiveness Screening Committee - Request

Hi Brooke,

Recommendations for the Pardon and Forgiveness Screening Committee are as follows:

- Delia Smith, Economic Support-Primary
- Jodi Skenandore, Family Services- first alternate
- Jamie Stevens, Food Distribution-second alternate (confirmation still needed)

We wanted to get this back to you on time so we are sending Jamie's name even though we need to confirm it. We will also confirm this with you when we know, and if need be, send you another name for the second alternate.

Enjoy your day.

George C. Skenandore

Governmental Services Division Director Oneida Nation P.O. Box 365 Oneida, WI 54115 920-490-3904 (w) 920-764-1053 (c) <u>gskenan1@oneidanation.org</u>



From: Tsyoshaaht C. Delgado Sent: Friday, January 12, 2018 12:14 PM To: George C. Skenandore; Claudia J. Skenandore

177 of 409

Oneida Business Committee Agenda Request

1.	Meeting	Date	Requested:	02	/	14	/	18
----	---------	------	-------------------	----	---	----	---	----

Session: 🖂 Open 📋 Executive - See instructions for the applicable laws, then choose one:						
Agenda Header: New Business						
Accept as Information only						
Action - please describe:						
Approve 2018 special election of July 14, 2018						
3. Supporting Materials						
Report Resolution Contract						
⊠ Other:						
1. Memo 3.						
2 4						
Business Committee signature required						
4. Budget Information						
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted						
E. Submission						
5. Submission						
Authorized Coloneau / Lisiana						
Authorized Sponsor / Liaison: Tehassi Hill, Chairman						
Primary Paguastar/Submittar: Pacqual Hill Election Poard Chairparson						
Primary Requestor/Submitter: Racquel Hill, Election Board Chairperson Your Name, Title / Dept. or Tribal Member						
Additional Requestor: Name, Title / Dept.						
Additional Requestor:						

Oneida Nation Oneida Election Board



MEMORANDUM

To: Business Committee

From: Racquel Hill, Election Board Chairperson 24

Date: February 2, 2018

Subject: Recommended Date for 2018 Special Election

The Oneida Election Law 2.9-1 states: Special Elections shall be set in accordance With 2.12-6; whereas, 2.12-6 states: Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.

On behalf of the Election Board, the following schedule is hereby recommended for the 2018 Special Election:

DAY	DATE	TIME	PURPOSE
Saturday	May 5, 2018	1:00 p.m.	Caucus
Friday	May 11, 2018	4:30 p.m.	Application Deadline
Saturday	July 14, 2018	7 am – 7 pm	Special Election
Wednesday	August 8, 2018	9:00 am	BC Mtg to Ratify Results

Yaw^ko.

1. Meeting Date Requested: 02 / 14 / 18

Session: 🔀 Open 📋 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
Accept as Information only
X Action - please describe:
The Contract with Welter Reality needs BC Signature for 2 reasons; It requires the signature of an authorized officer of the Nation and it may waive sovereign immunity.
3. Supporting Materials □ Report □ Resolution ○ Other: 1. 3.
2 4
🔀 Business Committee signature required
 4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Patrick Pelky, Division Director/EHS
Primary Requestor: Patrick Pelky, Environmental Health Safety and Land Division Director Your Name, Title / Dept. or Tribal Member
Additional Requestor:
Additional Requestor: Name, Title / Dept.

6. Cover Memo:

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

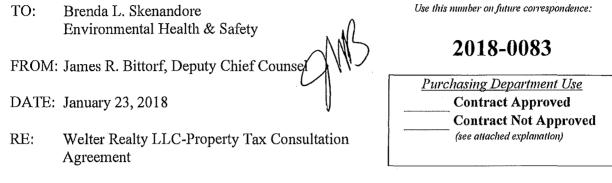
Welter Reality will work at reducing our property taxes at the Village of Wurtsboro and Town of Mamakating Properties in New York.

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.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT



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 approval prior to execution. Paragraph 1 of the agreement and the "Part Four" attachment authorize the contractor to initiate proceedings to challenge tax assessments, and the "Part Four" attachment requires the signature of an authorized officer of the Nation. Paragraph 5 of the agreement entitles the contractor "to recover reasonable attorney fees and costs" in "any action to recover payments due" under the agreement, and may be construed as a waiver of sovereign immunity.

CONSULTANT/CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

I,	Theodore J. Welter , on behalf of	
Welter Realty, LLC, 550 Latona Rd, Bldg D, Suite 400, Rochester, NY 14626 the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:		
1,	The Contractor <u>is not</u> an employee of the Oneida Nation. (Must include job description if employee of the Oneida Nation.)	
2.	The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.	
3.	The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.	
4.	The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises	
5.	Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entitles which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above	
6.	The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disolosed and listed below:	
	If NONE, please check 🛛	
	Enter disclosures, if any	
	(Atlach additional puges, if necessary)	
involve arises,	the term of the contract or any extension thereof, I will promptly report any situation which may b, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict I am informed and understand that the Oneida Nation may in its sole discretion, terminate the t without obligation to me. Further, failure to report any conflict shall also be cause to terminate my	

revolure Utb. Signature:

Date: December 20, 2017

(Rev. 07-2015)

This form is in accordance with B.C. Resolution #9-28-90-A; Revised by BC 9/4/02



PROPERTY TAX CONSULTATION AGREEMENT

This AGREEMENT is made this ______ day of ______, 20_____ between Welter Realty, LLC with offices at 550 Latona Road, Bldg D, Suite 400, Rochester, NY 14626 ("Welter") and Oneida Nation with mailing address of P.O. Box 365, Oneida, WI 54155 and service address of N7332 Water Circle Place, Oneida, WI 54155 (the "Owner").

WITNESSETH:

WIIEREAS the Owner desires to appeal for reduction of the Real Estate Tax Assessment (the "Assessment") on four (4) parcels of vacant land fronting on Sullivan Street, Willsey Valley Road and Wurtsboro Mountain Road within the Village of Wurtsboro and/or Town of Mamakating, Sullivan County, New York State being further identified by tax map numbers Section, Block & Lot # (SBL) 44.-1-1.3, 44.-1-1.2, 101.-1-8.1 & 101.-1-12 and the 247 acre parcel known as the Corney Farm at 4853 State Route 31 within the Town of Vernon, Oneida County, New York State being further identified by SBL 311.000-1-3.1 (the "Property"). As such, by this Agreement the Owner engages Welter as follows:

- 1. Owner appoints Welter as its agent to undertake reasonable measures to appeal, negotiate and settle the Assessment (the "Action") for the Property as published for the municipality where the Property is located. Owner shall further execute the Designation of Representative to Make Complaint form attached to this Agreement as Exhibit A which Owner understands will be submitted to the municipality. This Agreement shall commence upon the day and date first above written, and shall terminate on December 31st of the next following year unless legal action has been initiated or the Agreement has been extended by mutual agreement. In the event legal action is initiated, this Agreement shall continue until such time as the case is ruled upon by Court of Law, settled or withdrawn.
- 2. Welter will be responsible for it's out of pocket expenses attributed to this Action, including payroll, travel, lodging, postage, copying, binding and photographs. However, if a new appraisal by a third party, or attorney's counsel, is deemed necessary and is approved by Owner, Owner will pay for said costs directly to the appraiser or attorney.
 - (a) An administrative fee in the amount of \$75.00 will be charged to Owner and will be due and payable within thirty (30) days of invoice by Welter.
- 3. Evidence of a reduction will be written notice from the Assessor's office or Court of Law (the "Written Notice"). Except as cited in paragraph 3(a) below, the reduction will be based on the difference in the Assessment for the year the reduction first takes affect (the "Reduction Year"), and the prior year or the Reduction Year's Tentative Assessment Roll, whichever is higher, multiplied by the total combined Ad Valorem tax rates for the Reduction Year to arrive at the Owner's tax savings (the "Owner's Tax Savings").
 - (a.) In the event the Property is included in a municipality-wide revaluation process to convert assessments from partial value to full value, prior to completing the calculation described in

Section 3, the assessment for the last year prior to the revaluation will first be divided by the equalization rate for that year, as published by New York State Office of Real Property Services.

- 4. If the Assessment on the Property is reduced, Owner will pay Welter a fee equal to sixty percent (60%) of the Owner's Tax Savings for the first year payable upon receipt of invoice (the "Fee") except that in the event Owner approves the costs of new appraisal by a third party, or attorney's counsel as cited in Section 2 above, the aforesaid fee percentage(s) will be reduced by ten percent (10%) for any fees earned after the Owner's approval of said additional services. In addition, if the outcome of this Action includes a refund of any taxes already paid by Owner, the Fee to Welter will include the same fee percentage(s) for any such refunds, due and payable by Owner upon Owner's receipt of the refunds.
- 5. In the event that Owner fails to make payments within the time limits set forth herein, then each month the balance is past due, the Owner will pay a late fee penalty equal to two percent (2%) of the total balance due to Welter. (In any action to recover payments due hereunder, Welter shall be entitled to recover reasonable attorney fees and costs.) DededC
- 6. If any portion of the Property is sold, or ownership otherwise transferred, during the term of this Agreement, and subsequently the Written Notice identifies a reduction resulting from Welter's work then the Fee will be due and payable to Welter by Owner above.
- 7. Owner acknowledges that Welter has made no promise, warranty or guaranty that the Action will result in a reduction in the Assessment and that the determination of a property's assessment is often a matter of conflicting expert opinion impacted by continuously changing economic factors. Accordingly, if the Action concludes without a reduction in the Assessment, Owner shall make no claim against Welter, either for lost benefit from an anticipated reduction in the assessment nor for any additional costs incurred by Owner for legal fees, appraisal costs or otherwise.
- 8. Owner acknowledges that Welter will invest substantial research time, expertise and other related out of pocket expenses to initiate and process this Action. Owner will cooperate with, and allow Welter to continue this Action to its conclusion by exercise of all municipal, administrative and/or legal channels pertinent to such proceedings.

IN WITNESS WHEREOF, the parties have respectively caused this Agreement to be executed on the date first above written.

Welter Realty, LLC	Owner: Oneida Nation	
Signature	Signature	
Name	Name	
Title	Title	

EXHIBIT A DESIGNATION OF REPRESENTATIVE TO MAKE COMPLAINT

New York State requires the attached form to be signed by Owner in Part Four authorizing Theodore Welter or other agent of Welter Realty, LLC to present the appeal and conduct related discussions.

Pu	bli	ic	Pa	ck	et
I U			I U		υ

Town	of Mamakating	and
Villag	e of Wurtsboro	

4

PART FOUR: DESIGNATION OF REPRESENTATIVE TO MAKE COMPLAINT

	, as complainant (or officer thereof) hereby
designate Theodore J Welter or agent of Welter proceedings before the board of assessment review of the	
purposes of reviewing the assessment of my real proper	ty as it appears on the 18 (year) tentative assessment roll
of such assessing unit.	()
//20	
/Date	Signature of owner (or officer thereof)
	CERTIFICATION
	true and correct to be best of my knowledge and belief, and I tof material fact herein will subject me to the provisions of
the Penal Law relevant to the making and filing of false	
Date	Signature of owner (or representative)
Date	Signature of owner (or representative)
PART SIX:	STIPULATION
	assessor (or assessor designated by a majority of the board of
assessors) whose signatures appear below stipulate that described property on the <u>(year)</u> assessment roll: L	the following assessed value is to be applied to the above and \$ Total \$
\Box (Check box if stipulation approves exemption indicate	
Complainant or representative Assess	or Date
SPACE BELOW FOR USE OF E	BOARD OF ASSESSMENT REVIEW
	position
Unequal assessment	Excessive assessment
Unlawful assessment	
Ratification of stipulated assessment	
Reason:	
X 7.4	
All concur	n Complaint
All concur except:	🗌 against 🔄 abstain 🔄 absent
Name	
NI	🗖 against 👘 abstain 👘 absent
Name	Decision by
Tentative assessment	<u>Claimed assessment</u> <u>Board of Assessment Review</u>
Total assessment \$	\$\$
Transition assessment (if any) \$	\$ \$
Exempt amount\$	\$\$
	ΨΨ
Class designation and allocation of assessed value (if an	•
Homestead	\$\$
Non-homestead	\$\$

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information: Session: 🛛 Open 🗌 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
Accept as Information only
X Action - please describe:
To adopt the 2018 Amended Oneida Trust Enrollment Committee-Oneida Business Committee Memorandum of Agreement (OTEC/OBC-MOA). This replaces the previous OTEC/OBC-MOA approved by both the Oneida Trust Enrollment and Oneida Business Committee on February 8, 2017 (attached for reference).
3. Supporting Materials
Report Resolution Contract
⊠ Other:
1.2018 Draft OTEC/OBC-MOA (clean & strikout) 3.2017 OTEC/OBC-MOA (signed)
2. Draft 1-23-18 OTEC Regular Mtg Minutes-redacted 4. OTEC Bylaws (signed 7-12-12)
2. Draft 1-23-18 OTEC Regular Mtg Minutes-redacted 4. OTEC Bylaws (signed 7-12-12)
S Business Committee signature required
4. Budget Information
🔀 Budgeted - Tribal Contribution 🔲 Budgeted - Grant Funded 🗌 Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember
Primary Requestor/Submitter: Susan White, Robert Trust Enrolline Your Name, Title / Dept. or Tribal Member Director
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:

In accordance with the Oneida Trust Enrollment Committee's Bylaws (approved by GTC on 07/03/12), Article 1.2C, the Oneida Trust Enrollment Committee and the Oneida Business Committee are to amend the Memorandum of Agreement on an annual basis. This item was originally on the Business Committee's agend on 01/10/18; however, the Business Committee requested the Trust Enrollment Committee to review the implications of the revisions to the 12th "Whereas." The Oneida Trust Enrollment Committee reviewed the revisions and approved the attached draft at their Regular Meeting on 01/23/18.

The OTEC/OBC-MOA is respectfully submitted to the Oneida Business Committee for approval.

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

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 TRUST ENROLLMENT COMMITTEE ONEIDA BUSINESS COMMITTEE MEMORANDUM OF AGREEMENT



This Memorandum of Agreement is entered into this day of by and between the Oneida Business Committee and theOneida Trust Enrollment Committee fk/a Oneida Trust Committee, and both paties agree to respect and bide by the povisions set of the herein.

WHEREAS,	the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Consitution of theOneida Nation f/k/a Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and
WHEREAS,	the Oneida General Tribal Council through GTC Resolution é744-28 stablished the Oneida Trust Enrollment Committee to be esponsible for the dministration and deposition of the tust monies; and
WHEREAS,	the Oneida General Triba Council, onJanuary 8,1977, approved the "Emigrant Indian Trust of the Geida Tribe ofIndians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
WHEREAS,	the 'Emigrant Indian Trust of theOndda Tribe ofIndians of Wisconsin," approved March 21, 197, mandated at east one member of the Oneida Trust Enrollment Committee shall be form and represent the Oneida Business Committee; and
WHEREAS,	the Oneida General Tribal Council, through GTC Resolution é1-8-77-C, delegated administrative authority to he Oreida Trust Enrollment Committee to implement he areas of Trust; and
WHEREAS,	the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, ufther defined the ole of theOreida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including themaintenance of the olls for the Oreida Nation; and
WHEREAS,	the Oneida General Tribal Council, through the Membership Ordinance, has delegated theresponsibility for maintaining the official rolls of theOneida Nation to he Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be loated in the Offices of theOneida Reservation in Wesconsin; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hie financial consultants and investment advisors; **a**d
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Han, has directed that per capita payments be made to rtibal members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to coldet monies from new tribal revenues, to regotiate with theOneida Business Committee regarding annual tibal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and sholarship, and to manage and invest he trust furd; and that no disturbance of this principal shall occur without 2/3 majority vote & all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Pe Capita Trust Agreement of November 9, 994, as amended from time to time, transferred authority to he Oreida Trust Enrollment Committee to manage trust acounts for per capita payments to minors, and directed that disputes between the Oreida Trust Enrollment Committee and the Oreida Business Committee be resolved by negotiation, or in he event that negotiations fail, by theOneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds hdd in trust by theBIA, and to uitize technological resources available through theBIA; and
- WHEREAS, the Oneida Business Committee, through the PerCapita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust acounts, b identify persons digible for per capita payments, b review the Tibal Revenue Allocation Plan, and to submit recommended dhanges regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G ddegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Triba Law; and

WHEREAS, the Oneida Trust Enrollment Committee is he official governing and final authoritative body tocarry out all poley and procedures in he operation of the Trust Enrollment Department; and

- WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in he best interest of the Oneida Nation that an agreement be cached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the atonomous administration of the Trust Enrollment Department and the cercise of the authority delegated to the Oneida Trust Enrollment Committee; and
- WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning theadministrative responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and
- WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the trms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on bhalf of each Committee;

WITNESSETH:

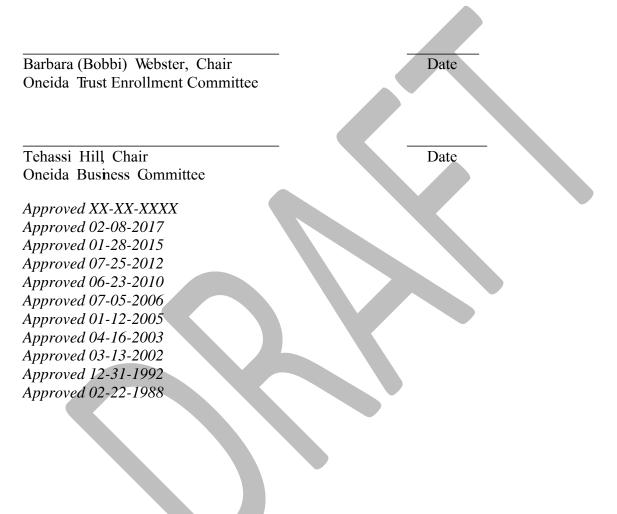
- 1) The administrative duties and governing activities related to he operation and planning of theTrust Enrollment Department will be by sole approval and sign of authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Triba Council, will receive, Eview, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with find approval of the oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of onfidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records beated within the Trust Enrollment Department to include
 - a) Maintain the omputerized tribal census database and, in he discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Mion's departments in accordance with the terms of an approved MOA
 - i) Enrollment information maintained in acomputerized database, regardless of its physical location, shall be subject to the strict onfidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oreida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of theOneida Trust Enrollment Committee. Employees of the trbal department charged with the responsibility of dveloping and housing theEnrollment database are bound by theconfidentiality requirements of theMembership Ordinance in the same manner as the Oneida Trust Enrollment Committee.

- b) Maintain the omputerized tribal census database for the use of the Oneida Nation and Tribal Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
- c) The Trust Enrollment Department will be esponsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to abscribe to technological services tomonitor, measure, and report on the trust funds.
- 5) All TrustEnrollment Department functions shallbe administered in conformity with appleable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by theOneida General Tribal Council.
- 6) All Trust Enrolment Department employee grievances will be processed in accordance with the Oneida Nation's laws, policies, and rules governing employment, provided that there will be no Area Manager review for grievances of the Trust Enrolment Director.
- 7) All contacts, grants, and proposals related to he operation or planning for the Trust Enrollment Department wil be iffst reviewed and endorsed by the Greida Trust Enrollment Committee. Copies will be provided to the Greida Business Committee as "Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 506 of the gross ecceipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of theOneida Nation's organization-wide annual audit. Therevenue is designated for deposit only into theElderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 630-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and theOneida Business Committee may review fiscal year budgets prepared by theTrust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
 - a) The Oneida Nation's general fund will provide noless than 756 of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the stent feasible and justifiable within the scope of its athority, the blocation of finds needed to carry out diectives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or mergency mandates.
 - b) In the vent he Nation's contribution warants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
 - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of this authority, the allocation of funds meded to carry out the terms of this Agreement.
- 10) Long and shortrange planning of theTrust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.

- a) A quotum of both the Oreida Trust Enrollment Committee and the Oreida Business Committee is required in orde to onduct a meting.
- 11) The Oneida Trust Enrollment Committee will provide written annual and smi-annual reports to he Oneida General Tribal Council in acordance with tibal procedures established for al Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to he Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.
- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of theother party. Notic of the proposed amendments shall hereafter be placed on the genda for the text regularly scheduled meeting. Noamendment shall become effective unless it is agreed to in writing by both paties.
- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oceida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event hat a povision of the Agreement is determined to be invlad or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the emaining provisions shall not be affected thereby and shall remain in fullforce and effect.
- 16) This Memorandum of Agreement shall bereviewed by both parties on a annual basis at theirst quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In theevent here is a dipute between the parties regarding the trms of this agreement or ay matter related to his agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shallspecify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Nither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in antacempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of pagraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the othe party.
- 19) Any notice which a party is required orpermitted to srve on the othe party under this greement shall be served on that arry by first-class mail, reurn receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to he Chairperson of such party at he address listed below. Service shall be effective upon receipt by he party.

Chair Oneida Business Committee P O Box 365 Oneida W 54155-0365 Chair Oneida Trust Enrollment Committee P O Box 365 Oneida W 54155-0365

IN WITNESS WHEREOF theauthorized representatives of the paties have hereunto set heir hands on the dates set forth below.





ONEIDA TRUST ENROLLMENT COMMITTEE ONEIDA BUSINESS COMMITTEE MEMORANDUM OF AGREEMENT



This Memorandum of Agreement is entered into this _____ day of _____ by and between the Oneida Business Committee and he Oneida Trust Enrollment Committee fk/a Oneida Trust Committee, and both parties agree b respect and abide by he provisions set forth herein.

WHEREAS,	the Oneida General Tribal Council has delegated he authority of Article IV, Section 1 of he Constitution of he Oreida Nation f/k/a Oreida Tribe of Indians of Wisconsin to he Oreida Business Committee; and
WHEREAS,	the Oneida General Tribal Council hrough GTC Resolution é74-4-28 established the Oneida Trust Enrollment Committee b be responsible for he administration and deposition of he rust nonies; and
WHEREAS,	the Oneida General Tribal Council, on January 8, 1977, approved he "Emigrant Indian Trust of he Oneida Tribe of hdians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
WHEREAS,	the "Emigrant hdian Trust of he Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at dast one member of the Oneida Trust Enrollment Committee shall be form and represent the Oneida Business Committee; and
WHEREAS,	the Oneida General Tribal Council, hrough GTC Resolution é1-8-77-C, delegated administrative authority b he Oneida Trust Enrollment Committee b implement he areas of Trust; and
WHEREAS,	the Oneida General Tribal Council, hrough the Menbership Ordinance adopted on July 2, 1984, further defined he ple of he Oneida Trust Enrollment Committee as the official committee esponsible for all aspects of tibal enrollment including he maintenance of the plls for he Oreida Nation; and
WHEREAS,	the Oneida General Tribal Council, hrough the Menbership Ordinance, has delegated he responsibility for maintaining he official rolls of he Oreida Nation to he Oneida Trust Enrollment Committee, and directed that all means shall be used to insure he maintenance of an accurate and confidential Oreida Nation roll to be beated in the Offices of the Oreida Reservation in Wisconsin; and

Page 1 of 6

1		
1	WHEREAS,	the Oneida General Tribal Council, hrough GTC Resolution 1-8-90, has authorized he Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and
	WHEREAS,	the Oneida General Tribal Council, hrough GTC Resolution 6-30-90-A and he Per Capita Trust Fund Distribution Ran, has directed hat per capita payments be made b tibal members sixty-five (65) years of age and older, andhas authorized the Oneida Trust Enrollment Committee b manage he distribution of hese monies, b collect monies from new tibal evenues, b negotiate with he Oneida Business Committee regarding annual tribal contributions to he tust fund, to veto the invasion of principal of he tust fund, to create additional tust reserves for handicapped, burial and scholarship, and b manage and invest he tust fund; and that no disturbance of his principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
	WHEREAS,	on behalf of the Oneida General Tribal Council, the Oreida Business Committee, through he Per Capita Trust Agreement of November 9, 1994, as amended from time b time, transferred authority b he Oneida Trust Enrollment Committee b manage trust accounts for per capita payments b minors, and directed hat disputes between he Oneida Trust Enrollment Committee and he Oreida Business Committee he resolved by regotiation, or in he event hat negotiations fail, by he Oneida General Tribal Council; and
	WHEREAS,	the Oneida Business Committee, hrough BC Resolution 5-10-95-D, has authorized he Oneida Trust Enrollment Committee to monitor funds held in trust by he BIA, and to utilize technological resources available hrough he BIA; and
	WHEREAS,	the Oneida Business Committee, hrough he Per Capita Law, his recognized he authority of the Oreida Trust Enrollment Committee b manage trust accounts, to identify persons eligible for per capita payments, b eview he Tribal Revenue Allocation Plan, and to submit recommended dhanges regarding trust and enrollment functions included in the Tribal Revenue Albeation Plan, the Oreida Business Committee, hrough he Per Capita Law, his delegated authority b he Oneida Trust Enrollment Committee b manage trust accounts, to identify persons eligible for per capita payments, and b review and approve Section VII of the Tribal Revenue Allocation Plans prior b Oneida Business Committee approval.
	WHEREAS,	the Oneida Business Committee, hrough BC Resolution 2-23-05-G delegated exclusive control b he Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
	WHEREAS,	the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and

Page 2 of 6

WHEREAS,	the Oneida Business Committee and the Oneida Trust Enrollment Committee have ach determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the autority delegated to the Oneida Trust Enrollment Committee; and
WHEREAS,	this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning he administrative responsibilities of he Oneida Trust Enrollment Department and he Oreida Trust Enrollment Committee; and
WHEREAS,	the Oneida Business Committee and Oneida Trust Errollment Committee have each approved he trms of his Memorandum of Agreement and have dreeted both espective Chairpersons b execute his Agreement onbehalf of each <u>Committee the Oneida Business Committee and Oneida Trust Enrollment</u> Committee have each by resolution approved he trms of his Memorandum of Agreement and have dreeted both respective Chairpersons b execute his Agreement onbehalf of each Committee;

WITNESSETH:

- The administrative duties and governing adivities related to he operation and planning of he Trust Enrollment Department will be by sde approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as dlegated by he Oreida General Tribal Council, will receive, eview, and recommend for approval all enrollment applications pursuant b he Membership Ordinance, with final approval ofnew enrollees by he Oreida Business Committee.
- 3) All Errollment information shared with the Cheida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee wil drect he Trust Enrollment Department to expand the data processing base and records beated within the Trust Enrollment Department to include:
 - a) Maintain he computerized tibal census database and, in he discretion of he Oreida Trust Enrollment Committee, he distribution of such data to he Nation's departments in accordance with the terms of anapproved MOA

Page 3 of 6

Enrollment information maintained in a omputerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a omputerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oreida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing andhousing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.

- b) Maintain he computerized tibal census database for he use of he Oreida Nation and Tribal Members who may be authorized by he Oreida Trust Enrollment Committee, pursuant to he Membership Ordinance, to receive a family tee record for an appropriate fee.
- c) The Trust Enrollment Department wil be esponsible for maintaining he information processing systems for he dily monitoring of he Trust Funds and is authorized b subscribe b technological services b monitor, measure, and eport on he trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.
- 6) All Trust Errollment Department enployee grievances wil be processed in accordance with the Oneida Nation's laws, policies, and tales governing employment, provided that here wil be no Area Manager review for grievances of the Trust Enrollment Director.Grievances of the Trust Enrollment Director shall be submitted to the Oreida Tribal Judicial SystemJudiciary. All other employee grievances wil be processed in accordance with the Oneida Nation's law, policies and tales governing employment.
- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first eviewed and endorsed by the Oneida Trust Enrollment Committee. Gpies will be provided to the Oreida Business Committee as "Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 506 of the goss receipts of the vendor licensing revenue cdlected in accordance with the Vendor Licensing has each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and he Oreida Business Committee may review fscal year budgets prepared by he Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.

Formatted: Indent: Left: 0.75", No bullets or numbering

Page 4 of 6

- a) The Oneida Nation's general fund wil provide no less han 756 of he Trust Enrollment Department and he Oreida Trust Enrollment Committee's annual operating budgets for services rendered. The Oreida Business Committee wil support, to he extent feasible andjustifiable within the scope of its authority, he albeation of funds needed to carry out directives of he Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
- b) In he event he Nation's contribution warants revision, t wil be negotiated between he Oneida Business Committee and Oneida Trust Enrollment Committee.
- c) The Oneida Business Committee wil support, to he extent feasible and justifiable within he scope of heir authority, he albeation of funds needed to carry out he terms of his Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oreida Trust Enrollment Committee wil the coordinated with the Oreida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.
 - a) A quorum of both he Oneida Trust Enrollment Committee and he Oreida Business Committee is required in order to conduct a meting.
- 11) The Oneida Trust Enrollment Committee wil provide witten annual and semi-annual reports to he Oneida General Tribal Council in accordance with tibal procedures established for allOneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee wil submit copies of meeting minutes to he Secretary of the Oneida Business Committee within a casonable time after approval by the Oreida Trust Enrollment Committee.
- 13) Either party may propose anendments b his Agreement by submitting such amendments in witing to he Chairperson of he other party. Noice of he proposed amendments shall hereafter be placed on he agenda for he next regularly scheduled meeting. Noamendment shall become effective unless t is agreed b in witing by both parties.
- 14) This Agreement shall supersede any and allprior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a prty or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that approvision of this Agreement is determined to be invalid or unenforceable, σ is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at he first quarterly meeting after he annual Oneida Trust Enrollment Committee Officers election.

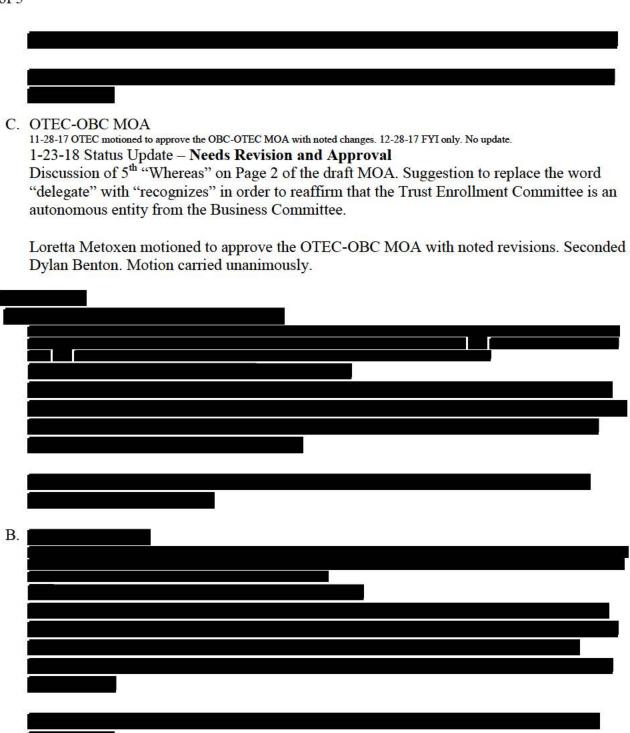
Page 5 of 6

17) In he event here is a dispute between he parties regarding he terms of his agreement or any matter related to his agreement, either party may call for dispute resolution by serving witten notice on he Chairperson of he other party. Such notice shall specify he nature of he dispute and shall request a meeting of he parties. Within fifteen (15) business days of service of such notice, he parties shall meet in an atempt to resolve he dispute. Nother party shall be entitled to serve notice of termination of his agreement unless his dispute resolution process has been invoked, he parties have met in an atempt to resolve he dispute which serves as the basis for termination, andthirty (30) calendar days have elapsed from he date of such meeting.	
18) Upon satisfaction of he provisions of paragraph 17 above, eiher party may terminate his agreement by serving ninety (90) calendar days prior witten notice of termination on the other party.	
19) Any notice which aparty is required or permitted to serve on the other party under his agreement shall be served on that party by first-class mail, roturn ecceipt equested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.	
Chair Chair	
Oneida Business Committee Oneida Trust Enrollment Committee	
P O Ba 365 P O Ba 365	
Oneida W 54155-0365 Oneida W 54155-0365	
IN WITNESS WHEREOF he authorized representatives of he parties have hereunto set heir hands on	
the dates set foth below.	
Carole Liggins Barbara (Bobbi) Webster, Chair Date	
Oneida Trust Enrollment Committee	
Cristina Danforth Tehassi Hil, Chair Date	
Oneida Business Committee	
	Formatted: Font: 10 pt
<u>Approved XX-XX-XXXX</u>	
Approved 02-08-2017	
Approved 01-28-2015	
Approved 07-25-2012	
Approved 06-23-2010	
Approved 07-05-2006	
Approved 01-12-2005	
Approved 04-16-2003	
Approved 03-13-2002	
Approved 12-31-1992	
Approved 02-22-1988	
Page 6 of 6	

VI.

201 of 409

Regular Trust Enrollment Committee Minutes 23 January 2018 Page 3 of 5





202 of 409



ONEIDA TRUST ENROLLMENT COMMITTEE ONEIDA BUSINESS COMMITTEE MEMORANDUM OF AGREEMENT



This Memorandum of Agreement is entered into this $3^{\frac{4}{h}}$ day of <u>Feb. 2017</u> by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee f/k/a Oneida Trust Committee, and both parties agree to respect and abide by the provisions set forth herein.

WHEREAS,	the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation f/k/a Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and
WHEREAS,	the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
WHEREAS,	the Oneida General Tribal Council, on January 8, 1977, approved the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
WHEREAS,	the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
WHEREAS,	the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
WHEREAS,	the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
WHEREAS,	the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and
WHEREAS,	the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and

WHEREAS,	the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to tribal members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
WHEREAS,	on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
WHEREAS,	the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
WHEREAS,	the Oneida Business Committee, through the Per Capita Law, has delegated authority to the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, and to review and approve Section VIII of the Tribal Revenue Allocation Plans prior to Oneida Business Committee approval.
WHEREAS,	the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
WHEREAS,	the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and
WHEREAS,	the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and
WHEREAS,	this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each by resolution approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
 - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
 - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.
 - b) Maintain the computerized tribal census database for the use of the Oneida Nation and Tribal Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
 - c) The Trust Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.
- 6) Grievances of the Trust Enrollment Director shall be submitted to the Oneida Tribal Judicial System. All other employee grievances will be processed in accordance with the Oneida Nation's law, policies and rules governing employment.

- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first reviewed and endorsed by the Oneida Trust Enrollment Committee. Copies will be provided to the Oneida Business Committee as "Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
 - a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
 - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
 - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.
 - a) A quorum of both the Oneida Trust Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.
- 11) The Oneida Trust Enrollment Committee will provide written annual and semi-annual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.
- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.

- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In the event there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of paragraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.
- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair woman Oneida Business Committee P O Box 365 Oneida WI 54155-0365

Chair Oneida Trust Enrollment Committee P O Box 365 Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

Carole Liggins, Chair Oneida Trust Enrollment Committee

4ust Rayorth

Cristina Danforth, Chair woman Oneida Business Committee

Approved XX-XX-XXXX

02/28/17 2/27/17

Date

207 of 409

Approved 01-28-2015 Approved 07-25-2012 Approved 06-23-2010 Approved 07-05-2006 Approved 01-12-2005 Approved 04-16-2003 Approved 03-13-2002 Approved 12-31-1992 Approved 02-22-1988

Oneida Trust/Enrollment Committee Bylaws

Article I. Authority

- 1. Name
 - A. The official name of this committee shall be the Oneida Trust/Enrollment Committee.
- 2. Authority
 - A. By the authority of the Oneida Tribe of Indians of Wisconsin, the Oneida Trust/Enrollment Committee was established by General Tribal Council Resolution <u>4-28-74</u> and approved by the Oneida General Tribal Council, and charged with duties and responsibilities as set forth in General Tribal Council Resolution <u>1-8-77-C</u> and approved by General Tribal Council on <u>07-02-12</u>.
 - B. The Oneida Membership Ordinance established by General Tribal Council Resolution <u>7-2-84-A</u>, charged the Oneida Trust/Enrollment Committee with membership duties and responsibilities.
 - C. A Memorandum of Agreement exists between the Oneida Trust/Enrollment Committee and Oneida Business Committee and is amended on an annual basis.
 - D. The Oneida Trust/Enrollment Committee has the authority to hire personnel, including, but not limited to a Trust Director and an Enrollment Director. The hiring of all personnel shall be conducted in accordance with the Tribe's personnel policies and procedures and shall be dependent on available funding.
 - E. The purpose of the Oneida Trust/Enrollment Committee is to
 - administer the Emigrant New York Indian Claims Award Docket 75 Trust Fund known as Elderly Per Capita, Higher Education and General Welfare Trust a/f/k/a/ the Elderly Per Capita Payment Distribution Fund and the Oneida Trust Scholarship Fund;
 - 2) administer the Minors Per Capita Trust Funds;
 - 3) administer the Language Revitalization Fund;
 - 4) administer the Per Capita Endowment Fund and any other trusts which may be created;
 - 5) monitor funds held in the name of the Oneida Tribe of Indians of Wisconsin at the Bureau of Indian Affairs;
 - 6) exercise exclusive control of the investment and collection of principal, interest and investments of all monies deposited in, and income derived from, all Oneida Tribe endowment fund accounts; maintain the official roll of the Oneida Tribe of Indians of Wisconsin;
 - 7) approve new applications for enrollment; and
 - 8) supervise the Oneida Trust and Enrollment Departments.
- 3. Office
 - A. The official mailing address of the Oneida Trust/Enrollment Committee, the Trust Department, and the Enrollment Department is P.O. Box 365, Oneida, WI 54155.

 B. The physical address of the Trust Department is 909 Packerland Drive, Green Bay, WI 54303. The physical address of the Enrollment Department is 210 Elm Street, Oneida, Wisconsin 54155. The physical address of each Department is subject to change from time to time with approval of the Oneida Trust/Enrollment Committee.¹ These changes do not require the approval of the General Tribal Council.

- 4. Membership
 - A. The Oneida Trust/Enrollment Committee shall be composed of nine (9) members, one (1) of whom will be a member of and represent the Oneida Business Committee. Committee members are elected by the Oneida General Tribal Council by casting ballots at the annual Tribal elections.
 - B. Qualifications

1)

- 1) To be eligible to run for the Oneida Trust/Enrollment Committee, a candidate shall have the following qualifications:
 - a) Shall be an enrolled Oneida Tribal Member who is eligible to vote in tribal elections.
 - b) Shall live on or near the reservation (within the external boundaries of the Oneida Reservation or in a surrounding community).
 - c) Shall have the ability to honorably protect and uphold the purpose of the Oneida Trust/Enrollment Committee with integrity, diligence and foresight.
 - d) Must be able to obtain a fiduciary bond.
- C. Vacancies, Appointments, Resignations, Suspensions, and Removals
 - Vacancies and Appointments
 - a) If any member dies, resigns, is removed, is incapacitated, or is otherwise unable to serve, the Chairperson of the Oneida Trust/Enrollment Committee shall select a candidate who, upon approval of the Oneida Trust/Enrollment Committee and the Oneida Business Committee, shall serve the remainder of the former member's term.
 - b) If, after the annual election, a position on the Oneida Trust/Enrollment Committee remains vacant due to the lack of a sufficient number of qualified candidates in the election, the Chairperson of the Oneida Trust/Enrollment Committee shall select a candidate who, upon approval by the Oneida Trust/Enrollment Committee and the Oneida Business Committee, shall serve as if elected in the annual election.
 - 2) Resignation
 - a) A resignation shall be submitted in writing at any regular Oneida Trust/Enrollment Committee meeting.
 - 3) Attendance
 - a) Attendance at Oneida Trust/Enrollment Committee meetings is critical for the ongoing operation and growth of each department. The Oneida Trust/Enrollment Committee has high expectations when it comes to attendance; therefore, attendance will be closely monitored. Failure to attend meetings on a regular basis or missing three consecutive meeting without prior notification will prompt the Oneida Trust/Enrollment Committee

¹ The Oneida Trust/Enrollment Committee will honor the community's desire to keep the Enrollment Department within central Oneida.

to add the attendance issue to the agenda for discussion and possible action.

- D. Challenged Elections
 - 1) In the event of a challenged election, all Oneida Trust/Enrollment Committee members holding positions prior to the election shall remain members of the Oneida Trust/Enrollment Committee until the election dispute is resolved.
- E. Subcommittees
 - 1) A subcommittee may be appointed by the Chairperson of the Oneida Trust/Enrollment Committee to carry out specific duties, when deemed necessary. The subcommittee shall serve until the duties with which this subcommittee has been charged are completed, and a report has been accepted by the Oneida Trust/Enrollment Committee. Upon dissolution the respective department administrative assistants are responsible for materials to be filed or destroyed.

Article II. Officers

- 1. Officer Selection Process
 - A. Officers shall be elected by the Oneida Trust/Enrollment Committee at the first Regular monthly meeting following the final result of a valid annual election of Oneida Trust/Enrollment Committee positions, will take office, and serve a one (1) year term.
 - B. If an officer position is vacated, an interim election shall be held by the Oneida Trust/Enrollment Committee to fill the office for the balance of the year.
 - C. Any Oneida Trust/Enrollment Committee member nominated for an office as defined in Article II of these bylaws may communicate acceptance of such nomination via correspondence, which may include electronic communications such as email and facsimile and written correspondence.
 - D. Any nomination for an officer position defined in Article II can be made only by an Oneida Trust/Enrollment Committee member who is physically present at a duly called meeting of the Oneida Trust/Enrollment Committee.

2. Positions

A. Chairperson

- 1) The Chairperson presides at meetings, appoints committees, oversees all Oneida Trust/Enrollment Committee activities, schedules Special meetings, and supervises the Directors of both the Enrollment and Trust Departments. The Chair shall invite input from Committee members for evaluations.
- 2) The Chairperson of the Oneida Trust/Enrollment Committee shall serve as an ex-officio member of all established subcommittees.
- B. Vice-Chairperson
 - 1) The Vice-Chairperson acts with the same authority as the Chairperson in the absence of the Chairperson.
- C. Secretary
 - 1) The Secretary is responsible for correspondence and minutes of all meetings.
 - 2) In the absence of the Chairperson and Vice-Chairperson, to the Secretary may call the meeting to order and preside until the immediate election of a

Chair Pro Tem.

Article III. Committee Duties

- 1. The duties of the Oneida Trust/Enrollment Committee include, but are not limited to the following:
 - A. Complete the Oneida Trust/Enrollment Committee Confidentiality Statement and the Non-Disclosure Agreement. At the commencement of taking office, new members shall complete the forms and provide the completed forms to the Trust Director. Upon submission of forms to the Trust Director the member shall have the authority to vote and or receive a stipend payment.
 - B. Provide direction to the Oneida Trust and Enrollment Departments. The Directors of the Trust and Enrollment Departments are responsible to the Oneida Trust/Enrollment Committee, and under the immediate supervision of the Chairperson of the Oneida Trust/Enrollment Committee, or his or her designee. The Enrollment Director and the Trust Director shall comply with all directives of the Oneida Trust/Enrollment Committee and cooperate with the members and representatives of the Oneida Trust/Enrollment Committee.
 - C. Report to the Oneida General Tribal Council semiannually.
 - D. Develop policy relating to the trust funds and enrollment for adoption by the Oneida Trust/Enrollment Committee and/or the Oneida General Tribal Council.
 - E. Oversee Trust Fund distributions.
 - F. Participate in continuing training including orientation, board training and workshops pertaining to investing, fiduciary, Administrative Procedures Act and general knowledge of the policies and procedures of the Oneida Tribe of Indians of Wisconsin. Members of the Committee will also be familiar with the various trust and departmental guidelines and standard operating procedures.
 - G. Carry out all enrollment duties as prescribed in the Membership Ordinance and any subsequent enrollment laws.
 - H. Conduct oversight on Trust Fund investment activity, provide due diligence in all matters relating to the Trust, and maintain fiduciary responsibility in management of the funds in accordance with the requirements of the Oneida Trust Agreements.

Article IV. Meetings

1. Regular Meetings

- A. The Oneida Trust/Enrollment Committee will meet the first (1st) Tuesday of each month for Enrollments, and the fourth (4th) Tuesday of each month for the Trust. Time and place of meetings shall be established by the Oneida Trust/Enrollment Committee.
- 2. Emergency/Special Meetings
 - A. The Chairperson may call Emergency/Special meetings. There shall be a minimum of 24 hour verbal notice to all Committee members of any emergency and/or special meeting.
- 3. Agenda and Meeting Materials
 - A. The Chairperson shall approve the agenda.
 - B. Notice of meeting location, agenda, and materials shall be forwarded to the Committee members by the Enrollment Department or the Trust Department, depending on the subject matter of the meeting.
- 4. Quorums

- A. A majority of the Oneida Trust/Enrollment Committee shall constitute a quorum. If a quorum is not present within 15 minutes of the announced meeting time, the meeting will be declared dismissed.
- 5. Parliamentary Procedure
 - A. All meetings shall be conducted in accordance with the rules contained in the current edition of ROBERT'S RULES OF ORDER, in all cases to which they are applicable, unless they are inconsistent with these Bylaws and/or any special rules of order the Oneida Trust/Enrollment Committee may adopt.
- 6. Order of Business
 - A. The regular meetings of the Oneida Trust/Enrollment Committee shall follow the order of business as set out herein:
 - 1) Call Meeting to Order
 - 2) Approve Agenda
 - 3) Approve Minutes
 - 4) Attorney Business
 - 5) Old Business
 - 6) New Business
 - 7) Other Business
 - 8) Adjournment
 - B. The emergency/special meetings of the Oneida Trust/Enrollment Committee shall follow the order of business as set by the Chairperson.
- 7. Voting
 - A. Voting shall be in accordance with the simple majority vote of the Committee members present at a duly called meeting.
 - B. The Chairperson may not vote except in the event of a tie.
 - C. Each Oneida Trust/Enrollment Committee member shall have one (1) vote.
 - D. Conflicts of Interest
 - 1) In cases where a conflict of interest exists, a Committee member shall recuse themselves from an action, or the Oneida Trust/Enrollment Committee can vote by a majority of the quorum present to exclude a Committee member they believe has a conflict.

8. Stipends

- A. Meetings
 - 1) A Committee member is eligible to receive a stipend if a quorum has been established in accordance with Article IV 4.
 - 2) A Committee member's stipend is \$75 for attending meetings, regular or special, at least one (1) hour regardless of the length of the meeting.
 - 3) The Chairperson must supervise the departments' directors, which requires additional work. The Chairperson's stipend is \$100 for attending meetings, regular or special, at least one (1) hour regardless of the length of the meeting.
- B. Conferences and Training
 - 1) Reimbursement for conferences and training shall be in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions, Article XI, 11-6, 11-7 and 11-8.

Article V. Reporting

1. General

A. The Oneida Trust/Enrollment Committee will report to the Oneida General Tribal Council semiannually.

2. Format

- A. Agenda items shall be in an identified format.
- 3. Minutes
 - A. Minutes shall be typed and in a consistent format designed to generate the most informative record of the meetings of the Oneida Trust/Enrollment Committee.
 - B. The Oneida Trust Department will provide copies of minutes of the Oneida Trust/Enrollment Committee meetings pertaining to the Trust to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust/Enrollment Committee.
 - C. The Oneida Enrollment Department will provide copies of minutes of the Oneida Trust/Enrollment Committee meetings pertaining to Enrollments to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust/Enrollment Committee.
 - D. All copies of minutes will be stamped confidential and held by the Tribal Secretary in a sensitive documents area of tribal records.
 - E. Original minutes of the Oneida Trust/Enrollment Committee meetings will be stamped confidential and held by each respective department in a sensitive documents area.

4. Attachments

A. Handouts, reports, memoranda, and the like shall be attached to the original minutes and agenda.

Article VI. Amendments

- 1. At the first regular meeting following certification of election results, a review of these Bylaws will be conducted in order to determine that they are current.
- 2. The Oneida Trust/Enrollment Committee, upon written notice, may at any of its Regular meetings, by majority vote of voting members, present, adopt, amend, or repeal any or all of the Bylaws provided that the amendment or repeal has been submitted in writing at the previous regular monthly meeting.
- 3. All amendments are subject to subsequent approval by the Oneida General Tribal Council.

Approved by Oneida Trust/Enrollment Committee:

February 28, 2012

Approved by General Tribal Council:

July 2, 2012

CERTIFICATION

I, the undersigned, as Chairperson of the Oneida Trust/Enrollment Committee, hereby certify that the Bylaws, as amended and revised, were adopted by the Oneida Trust/Enrollment Committee on the 28 day of 2000 March 2012.

Carole Liggins, Chairperson

Oneida Trust/Enrollment Committee

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida General Tribal Council, in session with a quorum of <u>Ster</u> members present, at a meeting duly called, noticed and held on the <u>Zocl</u> day of <u>Ster</u>, 2012; that the foregoing bylaws were duly adopted at such meeting by a two-thirds vote of those present and that said bylaws have not been amended in any way.

Patricia Hoeft, Tribal Secretary Oneida Business Committee

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	02	/ 14	/ 18
----------------------------	----	------	------

2. General Information:

	Session: 🔀 Open 🔄 Executive - See instructions for the applicable laws, then choose one:				
	Agenda Header: New Business				
	Accept as Information only				
	\boxtimes Action - please describe:				
	Motion to approve the OGC Legal Counsel Contract #2018-0036 w/ Atty William Cornelius				
2					
5.	Supporting Materials Report Resolution IX Contract				
	∑ Other:				
	1.Contract w/ Legal Review 3.				
	2. Notification of OGC Approval 4.				
	N. Pusiness Committee signature required				
	Business Committee signature required				
4.	Budget Information				
	☑ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted				
5.	Submission				
	Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember				
	Primary Requestor/Submitter: Matthew W. Denny, Chairman Oneida Gaming Commission				
	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:

Contract start date is October 1, 2017. There were questions regarding the legal counsel contract law and process that delayed the finalization. Corrections were made to the contract and a mutual understanding and agreement was done.

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

Public Packet

217 of 409

Shannon C. Davis

From:	Melissa M. Alvarado
Sent:	Thursday, February 01, 2018 4:25 PM
То:	Shannon C. Davis
Cc:	Tamara J. Vanschyndel; Reynold T. Danforth; Melissa M. Alvarado
Subject:	NOTIFICATION: Contracts/Sponsorships

DATE: 02/01/18 FROM: Matthew W. Denny SUBJECT: Contracts/Sponsorships

Good Afternoon All,

The Gaming Commission has reviewed the following Contracts/Sponsorships for regulatory compliance. These contracts are subject to retro approval at the next regular called OGC meeting and no negative background investigations.

Contract	Contract	Contract	Contract
Name	Number	Dates	Amount
William T. Cornelius	2018-0036	Oct. 1, 2017 – Sept. 30, 2019	

If you have any questions regarding this matter, please contact the Gaming Commission Executive Director, Tamara VanSchyndel or Chair, Matthew W. Denny @ 497-5850.

Thank You

Melissa Alvarado

Administrative Assistant Oneida Gaming Commission 920-497-5850 Toll Free: 1-800-497-5897 malvarad@oneidanation.org



A good mind. A good heart. A strong fire.

"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars and change the world."

-Harriet Tubman

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO:	Shannon Davis	Use this number on future correspondence:
	Gaming Commission	2018-0036
FROM:	Jo Anne House, Chief Counsel	
DATE:	January 26, 2018	<u>Purchasing Department Use</u> Contract Approved Contract Not Approved
RE:	William T. Cornelius	(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:

January 26, 2018 – Legal Review

- ✓ I have reviewed the changes to this document and *execution is a management decision*.
- ✓ Requires Business Committee approval prior to execution, pursuant to the Attorney Contracts Policy.

January 8, 2017 – Legal Review

 \checkmark Not in appropriate legal form.

Please see the amendments inserted into the proposed contract.

✓ NOTE: the building lease was not reviewed as it appears to be in place through September of 2019 based on the dates in the document forwarded with this contract. If the building lease is not current, please submit a separate request for contract review.

SPECIAL COUNCIL LEGAL SERVICES AGREEMENT

This Agreement is made and entered into on this <u>date</u> day of <u>month, year</u> between the Oneida Tribal Gaming Commission (Commission) and Attorney William Cornelius (Attorney), PO Box 268, Oneida, Wisconsin, 54155 for services rendered from October 1, 2017 until September 30, 2019

- 1. **Term**. The Commission retains Attorney commencing upon approval date by the Oneida Business Committee
 - A. <u>Renewal</u>: The contract is not subject to automatic renewal. The Commission or Attorney shall notify the other party of an intent to enter into a new contract at least 90 days prior to the end date of this contract.
- 2. Scope of Service. The Commission desires that the Attorney provide legal services when requested to the Commission in its role of fulfilling its gaming regulatory responsibilities. All work by the Attorney shall be conducted only at the direction of the Commission. Attorney agrees to comply with and submit in a timely manner all responses needed in regards to the Oneida Tribe's auditing requirements.
- 3. **Compensation**. In Consideration of services rendered, the Attorney shall provide the Commission a monthly invoice of services provided

A. <u>Monthly Invoices</u>: All monthly invoices shall be submitted to the Commission Chair and Administrative staff no later than the 7th business day of the next month.

B. <u>Invoice Content:</u> All invoices shall contain detail time and subject matter billing.

C. <u>**Travel:**</u> Attorney shall detail separately travel expenses as identified in section 4.

D. <u>Hourly Rate</u>: Attorney shall be paid at \$125 per hour in 15-minute increments.

E. <u>**Cap on Fees:**</u> This contract shall be limited to no mre than \$6000 per month, excluding expenses.

- 4. **Expenses**. The Commission shall be responsible for travel expenses approved in advance by the Commission including, but not limited to airfare, lodging, food, telecommunication costs, taxi fares, car rentals, copying, etc., as related to the approved travel. All travel reimbursement shall follow the same guidelines as the Oneida Tribe of Wisconsin.
 - **A.** <u>Expense Receipts</u>: All expenses incurred for travel on behalf of the Oneida Gaming Commission shall be submitted each month at the time the monthly invoice is submitted. All expenses shall include receipts.
- 5. **Rent/Space Agreement.** The Attorney agrees to pay a monthly fee of \$50 (fifty) or an annual payment of \$600 (six hundred) for office space per lease agreement.
 - A. <u>Rent Payment</u>: Check and/or Money Order should be made out to the Oneida Gaming Commission. If paying monthly, payment will be due at the time the

monthly invoice is submitted. If paying annually, payment will be due by October 15th.

- **B.** Attorney shall not carry out any other work other than work for the Commission and shall not store files or other items other than files or other items for the Commission in the office space.
- 6. **Primary Responsibility Party**. The Commission and Attorney agree that William T. Cornelius shall have primary responsibility for the work performed under this Agreement. This shall not preclude Attorney from seeking and using additional attorneys for which Attorney shall be solely responsible for all costs.
- 7. **Confidentiality**. The Attorney agrees to keep all work under the Agreement confidential and shall not discuss these matters with any third party without the consent of the Commission.
- 8. Work Product. The Attorney will assist in the development of all appropriate regulations and policies to meet the requirement of the Oneida Nation Gaming Ordinance (ONGO). The Attorney shall also provide legal reviews and advice as requested. The work product under this Agreement is the express property of the Commission unless otherwise agree to by the parties in writing. The Attorney shall not utilize any of the reports, or any drafts of the reports, or any material gathered for the Commission for their own personal or professional use without the written express consent of the Commission.
- 9. **Amendments**. This Agreement may only be amended with the written consent of both parties.
- 10. **Termination & Disagreements**. This Agreement may be terminated by either party, with or without cause upon 30 (thirty) day notice. Any disagreements in regard to said termination or other issues concerning this Agreement shall be resolved within the jurisdiction of the Oneida Tribe. In the event of a Termination of this Contract, the Attorney shall be paid for the work performed for the Commission up to the point of said termination.
- 11. **Bar Association**. The Attorney stipulates that he is a licensed member in good standing of the State Bar of Wisconsin, member #1050413, and to the best of his knowledge, no disciplinary proceedings are instituted against him by any bar association in any jurisdiction of the United States or its territories which bar pending and/or unresolved and that he has not been and is not disbarred from practice of law in any jurisdiction of the United States or its territories.
- 12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and is subject to the Attorney Contracts Policy, Chapter 216 of the Oneida Code. The Chief Counsel of the Oneida Nation has reviewed and approved the delegation of authority to assign the contract to the Commission as evidenced by her signature below in accordance with section 216.4-3(c).
- 13. **Agreement**. The Commission and Attorney agree that nothing in this Agreement shall create an employment relationship.

- A. <u>Conflict of Interest</u>: There is no conflict of interest prior to or after executing the contract.
- **B.** Attorney shall notify the Commission immediately of any change in clients or work product which results in a conflict of interest, regardless of whether such conflict has been resolved. Failure to notify the Commission of any conflicts of interest shall result in immediate termination of this contract.
- **C.** Attorney agrees that this contract is governed by the Rules of Professional Responsibility as a licensed attorney in the State of Wisconsin and by the Professional Conduct for Attorneys and Advocates, Chapter 810 of the Oneida Code as an attorney practicing law within the Oneida Reservation.
- 14. **Approval and Sign Off.** Approval of signature by any person or persons on behalf of the Oneida Nation, whether on a contract, or agreement shall not constitute a waiver of sovereign immunity on behalf of the Oneida Nation, Oneida General Council, the Oneida Business Committee or any of its agents or sub-entities.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates shown below.

William T. Cornelius, Attorney	(date)	Matthew W. Denny, Chairman Oneida Gaming Commission	(date)
Jo Anne House, Ph.D. Chief Counsel	(date)		
Tehassi Hill Chair, Oneida Business Committe	(date) e	, Oneida Business ((date) Committee
Contract Reference #2018-0036 Approval by Oneida Business Cor	nmittee:		

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
 Accept as Information only Action - please describe:
Review/Approve the Transamerica and Valley Investment Solutions - Enterprise Plan SSN
3. Supporting Materials
⊠ Other:
1. Legal review of Enterprise Plan 3.
2. Enterprise Plan Documents 4.
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Larry Barton, Chief Financial Officer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor:

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Per the Law Office review this agreement required BC approval as it contains a 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:	Terry A. Cornelius	Use this number on future correspondence:
	Finance Department	2017-1511
FROM	: James R. Bittorf, Deputy Chief Counsel	Purchasing Department Use
DATE:	February 5, 2018	Contract Approved
RE:	Transamerica and Valley Investment Solutions- Enterprise Plan SSN	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.)*
- ✓ Agreement requires Business Committee approval prior to execution because it contains a waiver of sovereign immunity. The SSN Account Form states that "all controversies that may arise . . . shall be determined by arbitration," and that "judgment upon any arbitration award may be entered in any court of competent jurisdiction." Similarly, section 8 of the Retirement Plan Services Agreement provides that "all controversies . . . shall be determined by arbitration," and that "judgment upon the award rendered may be entered in any court, state, or federal, having jurisdiction."

Public Packe	et and a second s		225 of 409
		**Broker Dealer and Ad	
35206		**Bundle ID 203397	7854
Account Application	- Pershing or Direct Sponsor	there is the	2166137
Broker/Dealer Affiliation		**Client ID	2100137
Account is Owned or Controll	ed by a Home Office Employee		
Account is Owned or Controll	ed by a Registered Representative or Associated	Person	hing Account Number
Account is Owned or Controll	ed by a Family Household Member of One of the	e Above	NEIDA NAT
		Sho	rt Name
03J2S	03J CHERRY/ VAN S	STIPPEN SPLIT	Securities Services Network, LLC
	Alpha Rep Code Representative Name		Name of Broker Dealer
Account Title			
ONEIDA NATION E	NTERPRISE PLAN TERRY A	CORNELIUS TTE	E
ACCOUNT SETUP		TRUE HERE	
Custodian (Assets held at)	Check one) Compensation Type (Check of	one)	OR Financial Planning Record
Pershing	Advisory		DEPORATION (If Advisory, attach related
M Direct Sponsor / Outside Cust	MI Commission	MERICA RETIREMENT SERVICES CO y Program Name (if applicable	aliant agreement))
		, о (н	,
REGISTRATION TYPE			
Personal Accounts		Entity Accounts Trust (Pershing only)	
	Customa	Family Revoca	ble Corporation
Sole Proprietorship		Irrev Living Charita	
Joint Account		Living Testam	
With Rights Tenants in Common	Estate Account		S Corp C Corp Partnershi
Community Property	Administrator (Pershing only) Personal Representative		Non-Corporate
Tenants by Entirety			Partnership
Usufruct (Pershing only)			Investment Club
Community Prop/w Rights		Third Party Custodian Per	shing or Direct Sponsor/ Outside Custodian Plans
Transfer On Death	Pershing only	Indicate whether the account under Plan Type below.	t is for a Plan or Participant and provide the information
TOD - Individual	TOD - Tenants by Entirety		
TOD - Joint With Rights	TOD - Joint Ten com TOD - Comm. Prop.	Plan	Type (required)
	TOD - Comm. Prop. w/Rights	Non-ERISA	ERISA
	TOD - Joint Usufruct	Individual (k)	 403(b) ERISA Defined Benefit Pension Plan (Direct Sponsor only)
QualifiedAccounts	9	□ 457(b)	¥401(k)
IRA Education		☐ 403(b) NON - ERISA	Profit Sharing
SEP IRA IRA Guard		□ 401(a)	Money Purchase
Roth IRA Roth Guard	lian		Flexible Target Benefit (Pershing only)
SIMPLE Health Sav	ings		Non-Standard Target Benefit (Pershing only)
Direct Sponsor Only			IF PLAN IS ERISA, SELECT AN OPTION BELOW.
SIMPLE C	Corp		1503J000001
Minor IRA SIMPLE F Minor Roth Trust Acco			☐ I provide services to the participant but not the plan itself.
the second s	could meet the definition of an Omnibus Account		s Account Indemnification and Acknowledgement form

requirements under a mutual fund prospectus and meet Rule 22c-2 communication requirements for mutual fund transactions. (Does not apply to Direct Sponsor Accounts)

ACCOUNT STRATEGY (Information for your Broker/Dealer) (Check one)

Passive Management

Buy & Hold (no active management)

Active Management

Public Packet			226 of 409
		**Broker Dealer and /	Advisor Use Only
35206		20339	97854
a here's a star and		**Bundle ID	
PRIMARY ACCOUNT HOLDER I Primary Account Holder Relationshi			
Individual Owner		Limited Liability Comp	oany 🗌 Partnership 🗌 Non-Corporate
Joint Holder*	r 🗌 Corporation 🕅 Trust	Sole Proprietorship	Investment Club
		*For Ten	ants in Common indicate this owner's share
Personal Information or Info	mation on Entity		
f Entity Indicate Type of Business			
ONEIDA NATION ENTER	PRISE PLAN		
Last Name/Entity Name			Suffix
First Name			MI
396081138			
Marital Status: 🗌 Single 🔲 Married	Date of Birth/Pla	m/Trust Date Vidowed 🗌 Domestic Partn	er Number of Dependents
iender: M F			Number of Dependents
egal Address (No P.O. Boxes)	Same as Account Level		
N7210 SEMINARY ROAD			
Street (No PO Boxes)			
• • • • • • • • • • • • • • • • • • •			
]	
Oneida		WI	54155
City		State	Zip Code
		United States	
Province		Country	
Mailing Address (If different from L	egal Address) 🛛 🕅 🏹 Same as Lega	d	
N7210 SEMINARY ROAD	1		
Street			
Oneida		WI	54155
City		State	Zip Code
		otate	
920-496-7900	N. N.	and leaves	
Daytime Phone Number	Evening Phone Nu	imber	
		I do not want to provid	e an email address for this account
E-mail Address	Country of Tax Res		
	U.S Other	s (List)	
Driver's License Number	State		
Citizenship or Country of Organ	zation		
U.S 🗌 Other (List)			
		2	PNAF 128-809 (10/2017)
	1		

Public Packet		227 of 409
	007054	
35206 **Bundle ID	3397854	
Primary Account Holder Personal Information - Not Required for Entities		
Information for Non-U.S. Citizens		
Immigration Status 🗌 Resident Alien 📄 Non-Resident Alien		
Government ID - (identification document must carry reference number and photograph)		
Permanent Resident ("Green") Card Passport with U.S. Visa Passport without U.S. V Document Number Country	of Issuance	National Identity Document
Date of Issuance Expiration Date	Country of Birth	
Employment Information		
Employed 🗌 Retired 🔲 Unemployed 🗌 Student/Minor Child 🔲 Homemaker	Self-Employe	d
Occupation		
Employer		
Address		
City	State	Zip
Province Country Country Source of Income if Retired, Unemployed, Student/Minor Child or Homemaker		
Alimony Disability Household Income Inheritance		
Investment Pension Social Security Unemployment Other (Specifi	iy)	
Affiliations and Acknowledgements		1 4 69 41 1 1
Are you or anyone with a beneficial interest in this account employed by or affiliated wit affiliation with this broker/dealer)	th any of the follow	ving:" (Does not include your
☐ Stock Exchange or Member firm of an Exchange ☐ FINRA or a member firm of FINRA ☐ ☐ Check if same as employer	Municipal Securities	s Broker/Dealer 🗌 No Affiliation
Affiliated Entity Name		
Address (No P.O. Boxes)		
City	State	Zip
Province	ry	
*If I checked an employment or affiliation box above, I certify, in accordance with current regulations, appropriate parties to establish this account.	, that I have received a	approval in writing from the
Are you a control person or an affiliate or an immediate family/household member of a control person or an affiliate or an immediate family/household member of a company under SEC Rule 144? (This would include, but is not limited to, a director, 10%)	ontrol person or a % shareholder or p	ffiliate of a publicly traded olicy-making officer).
□ Yes* □ No * If yes, complete the information below		
Name of Company		Symbol
		PNAF 128-809 (10/2017)

Public Packet			228 of 409
35206		203397	854
Conf. (First, F)		**Bundle ID	
SECONDARY ACCOUNT HOLDE Secondary Account Holder Relation			
] Joint Holder*	Administrator	🔲 Guardian	Trust
Conservator	Trustee	Naked Owner (Usufruct)	Sole Proprietor
Custodian	Executor	Partner	
] FBO	Personal Rep	Plan Administrator *For Ten	ants in Common indicate this owner's share
Personal Information	V - Four 1 - V - V - D - D - D - D - D - D - D - D	Por Ten	
CORNELIUS			
ast Name or Entity Name			Suffix
ERRY			А
irst Name			MI
(SSN 397-66-0639	07/0	9/1963	7
] TID 397-00-0039		f Birth/Plan/Trust Date	1
farital Status: 🗌 Single 🕅 Married			Number of Dependents
egal Address (No P.O. Boxes)	Same as Account Leve	I	
7210 SEMINARY ROAL			
reet (No PO Boxes)			
Dneida		WI	54155
ity		State	Zip Code
~~			
		United States	
rovince	(Fr. a)	Country	
Aailing Address (If different from L	egal Address)	ne as Legal	
N7210 SEMINARY ROAD)		
treet			
Dneida		WI	54155
ity		State	Zip Code
20-496-7900			
aytime Phone Number	Evening	Phone Number	
10 / 1 ×		I do not want to provide	an email address for this account
-mail Address		- D - 11	
	VVI	ax Residence	
river's License Number	State	Others (List)	
country of Citizenship/Organiza	ition		
U.S Others (List)			
	ļ		
	1	4	
	h.		PNAF 128-809 (10/2017)

Public Packet	229 of 409
35206 **Bundle ID 203397854	
Secondary Account Holder Personal Information - Not Required for Entities	
Information for Non-U.S. Citizens	14.
Immigration Status Resident Alien Non-Resident Alien	
Government ID - (identification document must carry reference number and photograph)	
Permanent Resident ("Green") Card Passport with U.S. Visa Passport without U.S. Visa Foreig	gn National Identity Document
Document Number Country of Issuance	
Date of Issuance Expiration Date Country of B	inth
Employment Information	
Kemployed 🗌 Retired 🗌 Unemployed 🗌 Student/Minor Child 🗌 Homemaker 🗌 Self-Em	ployed
Compation	
Employer ONEIDA NATION	
Address N7210 SEMINARY ROAD	
City Oneida WI	Zip 54155
Province Country United States	
Source of Income if Retired, Unemployed, Student/Minor Child or Homemaker	
□ Alimony □ Disability □ Household Income □ Inheritance	
Investment Pension Social Security Unemployment Other (Specifiy)	
Affiliations and Acknowledgements	
Are you or anyone with a beneficial interest in this account employed by or affiliated with any of the for affiliation with this broker/dealer) Stock Exchange or Member firm of an Exchange Stock Exchange Interview of the formation of the format	
Check if same as employer	
Affiliated Entity Name	
Affiliated Entity Name	
	Zip
Address (No P.O. Boxes)	Zip
Address (No P.O. Boxes) City City Province Country *If I checked an employment or affiliation box above, I certify, in accordance with current regulations, that I have received	
Address (No P.O. Boxes) City Province Country Country	ed approval in writing from the
Address (No P.O. Boxes) City State Province Country If I checked an employment or affiliation box above, I certify, in accordance with current regulations, that I have receive appropriate parties to establish this account. Are you a control person or an affiliate or an immediate family/household member of a control person o company under SEC Rule 144? (This would include, but is not limited to, a director, 10% shareholder o	ed approval in writing from the
Address (No P.O. Boxes) City State Province Country If I checked an employment or affiliation box above, I certify, in accordance with current regulations, that I have receive appropriate parties to establish this account. Are you a control person or an affiliate or an immediate family/household member of a control person o company under SEC Rule 144? (This would include, but is not limited to, a director, 10% shareholder o	ed approval in writing from the



230 of 409

	2022078	E4	
35206	**Bundle ID 203397854		
USA Patriot Act Information			
Is this a private banking account? 🗌 Yes 🛛 🖇	No		
	(or any combination of accounts) that requires a minimum ag efit of one or more non-U.S. persons and is assigned to a bank		
Is this an account for a foreign bank? 🗌 Yes*	No		
	organized under the laws of a foreign country, engages in the by of its principal operations, and receives deposits in the regu		
*Broker/Dealer does not accept foreign bank acco broker/dealer.	ounts. If this is a foreign bank account we respectfully rec	quest that you seek the services of another	
	count either: (1) a senior military, governmental, o associated with an immediate family member of such	· Ver* No	
foreign government, whether or not they are or were e	ent or former senior official in the executive, legislative, admin elected officials; a senior official of a major foreign political p nition also includes a corporation, business or other entity for	party; and a senior executive of a foreign	
* If yes, complete the information below:			
Name of Official	Office Held	Country	
<u>Account Level Legal Address</u> N7210 SEMINARY ROAD Street (No PO Boxes)			
Oneida	WI	54155	
City	State	Zip Code	
Mailing Address (If different from Legal Address)	1		
N7210 SEMINARY ROAD			
Street			
Oneida	WI	54155	
City	State	Zip Code	
920-496-7900			
Daytime Phone Number	Evening Phone Number		



ï

Public Packet	231 of 409	
35206	**Bundle 1D 203397854	

Trusted Contact Information

If we are unable to reach you for an extended period of time (but not fewer than 60 days) and/or we have concerns related to your account, you authorize us to contact the person listed below and to disclose information about you in order to confirm the specifics of your current contact information. health status. and the identity of any legal guardian, executor, trustee, or holder of a Power of Attorney.

Note: Your trusted contact must be 18 years of age or older and should not be a co-account owner. Listing a trusted contact does not in any way authorize that person to act on behalf of this account (for example, placing trades, requesting funds or acting as Power of Attorney).

First Name	Middle Name	Last Name	
Address			
City	State Zip Code	Country	
Phone Number		Evening Mobile	
Relationship to Primary Applica	unt/Co-Account Owner		
Regulatory Trade Reportin	g Information		
This account is for (required)	Me.		
A bank, savings and loan as	sociation, insurance company or registered investment	company;	
An Investment Advisor regist	tered under Section 203 of the Investment Advisers Ac	t of 1940 or with a state securities commission;	
Any other person (whether a	natural person, corporation, partnership, trust or otherw	wise) with total assets of at least \$50 million;	*
None of the Above			
Large Trader ID Number (if app	* A large trader is de	efined as a person whose transactions in NMS securities eq 0 million during any calendar day, or 20 million shares or \$	
Government Entity Indicat	or		
s this an account for a gove	rnment entity? 🗆 Yes 🛛 💢 No 🛛 If yes, jurise	diction that applies: 🗌 Federal 🗌 State 🗌 Lo	cal
Includes all state and local gover participant directed plans such a		public pension plans and other collective government funds	, including
Department of Labor Infor	mation		
Is this an account for a unio	on or union official? 🗆 Yes* 🛛 💢 No		
* If yes, complete the information	tion below:		
Name of Official			



35206	**Bundle ID 203397854
Source of Initial Funds for this Account	
Investment origin of the assets used to fund the account (Select all that an If you are transferring assets from another financial institution, please indicated and the select of the select	
MIncome from Earnings 🗌 Inheritance/Gifl/Lottery 🗌 Spouse	e/Parent 🗌 Sale of Business/Real Property 📋 CD 🔄 Payroll Deduction
Checking/Savings Are these funds a result of selling an investment within the past *If yes complete the Proceeds from Sale of Investment section be	
Proceeds from Sale of Investment (select type of investment(s) being	g liquidated/surrendered below)
Equity Index Annuity Fixed Annuity Variable	
Alternative Investment Stocks/Bonds/ETFs/Options	Unit Investment Trust
Other	
Registration of the account(s) being used to fund this account (Required Image: Ima	
Employer Sponsored Plan Rollover	
ERISA Non-E	
	ividual (k)
Profit Sharing	(b) Non-ERISA
Money Durchasa	APLE IRA
	P IRA
Other	
Compensation structure of the account(s) being used to fund this account	t (Required if Proceeds from Sale of Investment or Other is selected)



		sep / p		1. O.L.
		**Broker Deale		ise Only
35206		**Bundle ID	03397854	
UTTABILITY				
inancial Situation and Tax Status - Your Broker/D ovide your combined information.	ealer is required by	industry regulations to r	equest this infor	mation. If more than one account holder,
			Federal	l Tax Bracket
stimated Annual Income (From \$0		.00	15%	and below
timated Net Worth (Exclusive primary residence)		.00	25%	to 27.5%
stimated Liquid Net Worth neluding cash and securities) \$ 0 vestment Profile		.00	Over	r 27.5%
avestment Objective. The attached Customer Agreem		tment Purpose (Selec	t all that apply)	
ontains descriptions for each investment objective present elow. Please review these descriptions prior to completir	g this Sa	ve for education	Generate	income Preserve wealth
ection to ensure that the investment objective selection yo ppropriate. If at any time you would like to revise your inv	u make is			
bjective or your current situation changes, please contact epresentative.	your 🕅 🕅 Re	tirement Purposes		ate wealth Market speculation
Current Income Growth	Sav	ve for short term goals	Other	
Balanced Maximum Growth				
Growth & Income				
westment Time Horizon: The total length of time th		Investment K	nowledge	Risk Tolerance
ill expect to hold an investment portfolio as a whole, not rticular security or holding within a portfolio. The inves	tment time	None None		Conservative
prizon is used to determine the income needs and desired the investor, which is then used to aid in security selection		Limited		Moderately Conservative
Short (less than 5 years) Long (over 10 years)		Good Good		Moderate
Intermediate (5 - 10 years)		Excellent		Moderately Aggressive
ivestment Experience (indicate # of years)		1		
30 0 0 0	0	0		
	tnerships Variable			Speculative
utuai Funds Stocks Donds Ennited Fai	anersanps variable /	undudea Optiona		
iquidity Needs - Please identify any recurring or one til		nt owner(s) may have w	nereby all or a po	i ortion of the investments in the account may
ed to be accessed and converted to cash to meet the exper-	150.			2
Recurring Expenses (Annually) \$ 0		.00		
Special Expenses (Future,				
non-recurring)		.00		
Special Expenses Timeframe (Indicate # of years) 0				
ssets Held Away - Provide total value of assets held av	vay and percentages	for each type of asset. T	otal of all percer	ntages must equal 100%.
otal value of assets held away \$.00		
Stocks Options	Bonds	Alternativ	e Investments	Foreign Currency
%		%	%	%
Mutual funds Variable Annuities	Fixed Annuitie		equivalents	All Others
		1		
%		%	%	%



**Bundle ID 203397854

Account Servicing Options (Not required for Direct Sponsor Accounts)

Core Account Investment Vehicle

A core account investment vehicle will be used for settling transactions and holding cash/credit balances. By opening this account, I authorize you to invest my cash/credit balances into the Core Account Investment Vehicle identified in the Customer Agreement.

I understand that different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection and I have considered these differences in authorizing the Core Account Investment Vehicle for my account. I acknowledge my receipt and review of the Customer Agreement and disclosure materials containing the general terms and conditions of the Core Account Investment Vehicle.

Cash Proceeds (Select One)	Income		eren di tana da sa bitata				
Hold and sweep to core account investment vehicle			ccount investment vehicle				
Remit proceeds to address of record			record (indicate frequency l		_		
	-	-		uarterly	1.0.	i-Annual	Semi-Monthl
To reinvest dividends and/or capital gains submit a	Dividend Reinves	itment Form ()	DVRE) or contact your Re	gistered R	epreser	itative	
If you want income distributed via ACH submit an	ACH Authorizati	on Form. If y	ou want income sent to a th	iird party	submit	an LOI.	
Confirmations and Statements							
Electronic Delivery							
A paper surcharge applies to each brokerage account st	atement and confir	mation sent via	U.S. mail for the following	account ty	pes:Pers	hing LLC	Retirement,
ndividual, Joint, and Transfer on Death. You can sign	i up for e-delivery o	f confirmation:	s and statements by going to	www.mye	docume	ntsuite.con	1
Interested Parties (paper surcharge does not a	upply to confirm	s and stateme	ents sent to interested pa	rties)			
	Statements	□ Both					
	Statements	L] Both	to the Party Listed Below	r:			
Name							
Name							
treet Address	8						
City							
				State	2	Zip	
Name							
Name Street Address City							





**Broker Dealer and Advisor Use Only

**Bundle ID 203397854

Customer Agreement/IRS Certification and Signature

To My Broker/Dealer ("You"):

The following representations and acknowledgements apply to all signers on the account.

I am at least 18 years of age and of full legal age in the state in which I reside and I am authorized to enter into this agreement. I hereby acknowledge that I have received and read the Customer Agreement and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time with or without notice to me. I acknowledge and understand that I can obtain a copy of the current Customer Agreement governing my account by contacting my Registered Representative or by contacting You directly. I further acknowledge receipt of Your Privacy Notice. I understand that upon issuers request and in accordance with applicable rules and regulations, You will disclose my name to issuers of any securities held in my account so I might receive any important information regarding them, unless I do not consent to disclosure, and I will notify You in writing if I do not consent. (I may not be able to object to this disclosure for certain securities issued by Investment Companies that are registered under the Investment Company Act of 1940, or as required by law.) If I have not checked the box for Affiliations, I represent and warrant that I, or anyone with a beneficial interest in this account, am not affiliated with or employed by a stock exchange or a broker/dealer or I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person. I understand that telephone calls to You may be recorded and I hereby consent to such recording. Reports of executions of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days, respectively, after transmitted to me by mail or otherwise.

USA Patriot Act Information - I further certify that (i) this account is not a "private banking account" as defined under the USA Patriot Act, (ii) this account is not for a "foreign bank" as defined under the USA PATRIOT Act; and (iii) neither I, nor anyone with an interest in this account is either a (1) senior military, governmental or political official in a non-U.S. Country or (2) closely associated with an immediate family member of such an official.

By opening this account, I authorize you to invest my cash/credit balances into the Core Account Investment Vehicle identified in the Customer Agreement. I understand that different core account investment vehicles may have a different rate of return, eligibility criteria, features (such as FDIC insurance or SIPC protection) and other differing terms and conditions. I acknowledge my receipt and review of the Customer Agreement and disclosure materials containing the general terms and conditions of the Core Account Investment Vehicle.

I certify that the client information provided on this form, including any supplemental Primary or Secondary Account Holder or Account Servicing Option page, and any other applicable form whether or not attached hereto or completed separately in connection with this account, is accurate and I am aware that the information is relied on by my representative in servicing my account. If I experience a material change in financial circumstances or investment objectives, I will notify my representative immediately in writing.

I understand that if I am establishing a brokerage account with this application, Pershing LLC will provide account custody and clearing services.

IRS CERTIFICATION: Applies to: (i) the Primary Account Holder, (ii) any Third Party Retirement Trustee or Custodian of a tax deferred Retirement Account executing this document in connection with a retirement plan trust or custodial account (whether signing as Primary or Secondary Account Holder).

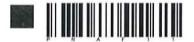
If I am a U.S. person, I certify under penalties of perjury that I am a U.S. citizen, U.S. resident alien or other U.S. person (as defined in the instructions to IRS Form W-9), and that the Social Security or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all dividend and interest income; or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien.

If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check this box to indicate that you do not certify item 2 above.

I am not a U.S. citizen, U.S. resident alien or other U.S. person and am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits. To obtain a Form W-8BEN, please consult your tax advisor or go to the IRS web site at http://www.irs.gov.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

11





**Broker Dealer and Advisor Use Only

**Bundle ID 203397854

PRE-DISPUTE ARBITRATION

I UNDERSTAND THE CUSTOMER AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH CAN BE FOUND ON PAGE 9. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE PRE-DISPUTE ARBITRATION CLAUSE AND AGREE TO RESOLVE ANY DISPUTES ARISING OUT OF MY ACCOUNT BY ARBITRATION.

Primary Account Holder Name (Printed)	Primary Account Holder Signature	Signature Dates (mm/dd/yyyy)
TERRY A CORNELIUS		
Account Holder #2 Name (Printed)	Account Holder #2 Signature	
Account Holder #3 Name (Printed)	Account Holder #3 Signature	
Account Holder #4 Name (Printed)	Account Holder #4 Signature	
Account Holder #5 Name (Printed)	Account Holder #5 Signature	
Account Holder #6 Name (Printed)	Account Holder #6 Signature	
]	

REPRESENTATIVE AND PRINCIPAL SIGNATURE

The Registered Representative and Principal whose signatures appear below acknowledge that they have reviewed the document for completeness, accuracy, suitability and disclosures. In addition, the Representative attests that the account owner has been provided with the most current version of the Customer Agreement as acknowledged by the account owner's signature on this application.

Registered Representative Name (Printed)	Registered Representative Signature	Date
CHERRY/ VAN STIPPEN SPLIT		
Principal Name (Printed)	Principal Approval	

12





Public Packet

SSN Account Form

237 of 409



SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

In consideration of SSN agreeing to act as broker for me in the purchase and sale of securities or other property, I agree to the terms and conditions contained in this Agreement. Throughout this Agreement, "I", "me", "we", "myself", "our" and "us" refer to the client and all others who are legally obligated on this account.

MY REPRESENTATIONS:

(a) I verify that I have reached the age of majority in the state in which I reside. I further verify that I am not an employee of any exchange, a member of any exchange, the Financial Industry Regulatory Authority ("FINRA") or a bank, trust company or insurance company unless I notify SSN in writing of such employment. (b) I verify that all of the information in this document is a true and correct representation of my current financial situation, tax status, investment objectives, investment experience, risk tolerance and investing time horizon. (c) I understand securities contain risks and that many variables including, but not limited to, market and economic fluctuations may have a substantial negative effect on the value of my securities positions. Furthermore, I represent to SSN that I am willing to assume these risks and am financially able to bear these risks. (d) I hereby agree to inform SSN promptly of any material change in the information provided on this form, including, but not limited to, my financial situation, tax status, investment objectives, investment experience, risk tolerance and investing time horizon. I realize that my failure to do so promptly may lead to unnecessary and/or unwarranted investment risk for which I would be solely responsible. I understand that, in any case, this form must be updated no less than once every three (3) years. (e) I understand that SSN does not provide tax, legal or investment advice. (f) I understand that, for our mutual protection, SSN may record telephone calls between its employees and clients like me. I hereby grant permission to SSN to record such calls. (g) No one except me has an interest in any of my accounts with SSN unless such interest is revealed in the title of such account. In any case, I certify that I have the interest indicated in such title. (h) I understand my Registered Representative (hereinafter referred to as "Representative"), who is listed on this SSN Account Form, has engaged SSN solely to make offers to buy or sell securities and Representative has no express, implied or apparent authority to contract on behalf of SSN. (i) I hereby acknowledge that the details of SSN's Strategic Conference Program have been fully disclosed to me. I understand that this Program involves the payment of fees to SSN by various product providers in exchange for marketing support and greater access to registered representatives. I understand that such payments may create a conflict of interest. I am aware that I can review the current details of the program via the Internet at the following address: http://www.ssnetwork.com/corporate/pr/scp.aspx.

GENERAL PROVISIONS:

(a) Any sale, purchase or cancellation authorized hereby may be made according to SSN's judgment and at SSN's discretion on the exchange or other market where such business is then usually transacted without any notice, prior tender, demand or call, and SSN may purchase the whole or any part of such securities free from any right of redemption, and I shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from SSN shall not be considered a waiver of any provision of this Agreement. (b) I warrant the Representative will only be empowered to place an order for my account upon my direction or the direction of my authorized delegate, who shall not be an SSN Representative, unless I have signed an Investment Advisor Agreement, Trading Authorization Form or document of similar content giving the Representative specific authority. (c) Before any securities order is placed, I, or my authorized delegate, will review my financial condition and objective(s) shown on this form. Should an order be placed for a security in a greater relative risk category than I marked on this form, please accept such order as an amendment of my objectives. (d) SSN shall not be liable to me for any losses caused directly or indirectly by war, natural disasters, government restrictions, securities exchange or market rulings or other conditions beyond SSN's control, including, but not limited to, extreme market volatility or trading volumes.

FAILURE TO PAY OR DELIVER:

Whenever I do not, on or before the settlement date, pay in full for any security purchased for my account, or deliver any security sold for such account, SSN is authorized, until payment or delivery is made in full, to (a) pledge, re-pledge, hypothecate, or re-hypothecate, without notice, any and all securities that SSN may hold for me (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in SSN's possession and control for delivery a like amount of similar securities, and/or (b) to sell any or all securities that SSN may hold for me (either individually or jointly with others), or to buy in any or all securities-required to make delivery for my account.

PROVISIONS FOR JOINT & TENANTS IN COMMON ACCOUNTS:

(a) If this is a joint account, unless we notify SSN otherwise by striking this paragraph (a) and provide such documentation as SSN requires, SSN may presume that it is the express intention of us to create an account with rights of survivorship or an estate account and not as tenants-in-common. In the event of the death of either of us, the entire interest in the joint account shall be vested in the survivor(s) on the same terms and conditions as theretofore held, without, in any manner, releasing the decedent's estate from any liabilities that may exist. (b) Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on the others behalf and to make all representations in all respects in connection with the account and/or this Agreement. SSN shall be fully protected in acting, but shall not be required to act upon the instructions of either account owner. (c) If this is a tenants-in-common account and we fail to specify the ownership rights of each tenant-in-common, SSN may presume that the assets are owned in equal shares by the tenants-in-common shall be deemed the property of the first tenant-in-common listed on this form. (d) We agree that notice or delivery to any account owner shall be doemed notice or delivery to any account owner shall be jointly and severally liable for this account and any costs, charges, losses or fees related hereto.

COMMUNICATIONS:

Communications may be sent to me at the address on the first page of this form or at any other address I may hereafter give SSN in writing. All communications so sent shall be deemed delivered to me whether actually received or not and I agree to waive claims resulting from failure to receive such communications. Confirmations of transactions and account statements shall be conclusive if not objected to in writing within five (5) and ten (10) days respectively after transmitted. I agree to deliver any written objection by registered mail, return receipt requested, or telegram to SSN's home office in Knoxville, Tennessee.

PREVENTION OF FRAUD:

I hereby agree to take responsibility for preventing unauthorized acts within my control by adhering to all of the following:

- I will only make payment payable to one of the following parties: a mutual fund or variable product sponsor as instructed in the Prospectus and/or Offering Memorandum ("Offering Document"); a partnership's escrow agent or to the partnership as instructed in the Offering Document; or SSN's clearing firm.
- I will demand and obtain from Representative the current Offering Document which fully describes the investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue.
- I will carefully review each applicable Offering Document and I agree to be bound by the information contained therein.
- I agree to only pay for a security by utilizing a traceable instrument (i.e., personal check) and will never pay cash, use a cashier's check, bank check, money order or traveler's check or use a similar instrument or mode of payment for deposit in my account. In addition, I agree to avoid structuring deposits in order to avoid triggering anti-money laundering policies or regulations.
- When purchasing or selling securities, I will not rely upon any information, including but not limited to statements, forecasts, predictions and projections which are not contained in the applicable Offering Document. I will, however, review the SEC created educational materials provided to me by SSN or Representative. I will not rely upon comparisons between securities or with market indexes of any kind nor shall I rely upon guarantees of future value or price of any security.
- I understand when purchasing an interest in a partnership or mutual fund it is normally advisable to take advantage of any available quantity discount privilege (i.e., breakpoint level) as discussed in the applicable Offering Document, although doing so may limit my portfolio diversification.
- I will never make payment payable to a Representative or an entity in which the Representative may gain access to my funds.
- I will not lend to or borrow from Representative monies or securities and I specifically will not authorize or permit Representative to act as personal custodian of my securities, stock powers, monies or any other personal or real property which I may have any interest.
- I will not obtain credit or otherwise borrow money to purchase securities through SSN (except through a margin account at SSN's clearing firm) but if I do, I understand this is without the authority of SSN and I will hold SSN harmless for any loss that may occur.
- Pursuant to the purchase or sale of securities in my account, I will not compensate anyone other than SSN.
- I will not accept any commission rebate or any other inducement with respect to my purchase or sale of securities. When purchasing or selling securities, I will not be induced by a pending dividend.
- I will not enter into an understanding whereby I agree to buy or sell securities to the Representative.
- I am aware that it is rarely advisable for me to switch from one variable productor mutual fund to another, especially where I will incur an additional up-front or contingent sales charge for such transaction. However, if I choose to do so, I agree that I shall bear all charges and cost associated with the exchange.
- · I agree not to sign account-related documents in blank.

SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

OUTSIDE BUSINESS ACTIVITIES OF REPRESENTATIVE:

I understand Representative might offer non-securities products and services. I also understand all non-securities products and services are offered outside Representative's relationship with SSN. I shall hold SSN harmless for any loss I may incur associated with such non-securities products or services. I further understand that, by way of example, SSN is disinterested and neither approves or disapproves of the following non-securities products and services: insurance; investment advisory services; real estate brokerage; mortgage brokerage; law; accounting; tax, estate, business or financial planning; pension administration or consulting; numismatics; commodities; precious gems or metals; tax preparation; or any other non-securities products and/or services. For purposes of this section, non-securities shall include products or services labeled or designated as a non-security, but that are later determined to be a security by a court or regulatory agency. I agree not to enter into any other business relationship with Representative including, but not limited to, helping to capitalize or finance any business of Representative. In the event I do enter into any other business relationship with the Representative, I shall hold SSN harmless for any loss that may occur.

FEES & CHARGES:

I understand that SSN may charge commissions and other fees for execution of transactions to purchase and sell securities or other property, and I agree to pay such commissions and fees at SSN's then prevailing rate. I understand that service charges, IRA maintenance fees, inactive account fees, account closing fees and late charges may be imposed in certain circumstances. I also understand that SSN's commission and fee rates may be changed from time-to-time without notice to me and I agree to be bound thereby. I understand that my account may be custodied at a clearing firm, such as Pershing, LLC ("Pershing") or National Financial Services, LLC ("NFS"), an outside custodian, such as Fiserv ISS, or directly at the product sponsor. I agree to be bound by the policies, procedures, fees and charges assessed by such clearing firm or custodian.

SALES ORDERS, DELIVERIES AND SETTLEMENT:

Any sale order placed by me shall include an implied representation on my part that I own the security, and if the security is not in my SSN account at the time of the contract for sale, I agree to deliver the security to SSN by settlement date. In case of non-delivery of the security, SSN is authorized to purchase the security to cover my position and retain any gain or charge any loss, commission and fees to my account. I agree that if SSN fails to receive payment for securities purchased by me, SSN may, without prior demand or notice to me, sell securities held in any of my SSN accounts and charge any remaining loss resulting therefrom to any of my SSN accounts.

SECURITY INTEREST:

As security for payment of all liabilities I may have to SSN now or in the future, I grant SSN a security interest in any and all securities or other property belonging to me or in which I may have an interest, held by SSN or custodied in any of my SSN accounts, whether individual or multiple owner accounts. All securities held in my account shall be subject to such security interest as collateral for the discharge of my obligations to SSN, wherever or however arising, and without regard to whether or not SSN or any other entity has made loans with respect to such securities. In enforcing such security interest, you shall have the discretion to determine which securities or other property is to be sold and the order in which they are sold and shall have all rights and remedies available to a secured party under the Tennessee Uniform Commercial Code.

RESTRICTIONS ON TRADING:

SSN may, for any reason it may deem necessary for its own protection and without prior notice: (a) prohibit or restrict trading of securities or substitution of securities in any of my accounts, (b) cancel any outstanding orders, (c) refuse to process journals between accounts, (d) close out any outstanding commitment made on my behalf and/or close my account.

PRIVACY POLICY:

I hereby acknowledge my understanding of SSN's privacy policy as described below:

In the servicing of my account, SSN may receive non-public personal information about me from the following sources:

- Information SSN receives from me on applications, account opening documents or other forms;
- Information about my transactions with SSN or others;
- Information SSN receives from a consumer reporting agency; and
- From other sources with my consent or with the consent of my
- Representative.

SSN will not disclose any non-public personal information about me to anyone, except as permitted or required by law. Such disclosure may include the following:

- Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on my behalf);
- Third parties (for example, a credit reporting agency) for purposes of identifying a customer's identity in accordance with federal law (see Customer Identification Section).
- If the representative servicing your account leaves us to join another brokerdealer, the representative is permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share such information with his new firm to utilize the service of your account. You may opt-out of this disclosure by notifying your representative at the time of account opening.
- SSN also considers privacy, security and service to be just as critical in the online environment as in the rest of our operation. As a result, we have encryption, firewall and password protections in place. SSN restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. SSN maintains physical, electronic, and procedural safeguards to gaurd your nonpublic personal information.

CUSTOMER IDENTIFICATION:

Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. I understand that when I open an account, SSN will ask for my name, address, date of birth and other information that will allow SSN to identify me. SSN may also ask to see my driver's license or other Government issued identification documents. SSN may share information obtained from me with third parties to verify my identity, in compliance with this federal law. I hereby consent to the sharing of this information for this purpose.

SSN'S BUSINESS CONTINUITY PLANNING:

SSN has developed a Business Continuity Plan. If, after reading the following, I have questions about SSN's Business Continuity Plan, I can contact SSN at (800) 264-5499. Otherwise, I acknowledge that I have read and understand the following information concerning SSN's Business Continuity Plan: Significant business disruptions can vary in their scope and severity. In a disruption to only SSN or a building housing SSN, SSN will transfer operations to a local site. SSN would expect to recover and resume business within one (1) to five (5) business days. In a disruption affecting SSN's business district, city, or region, SSN will transfer operations to a site outside of the affected area, and recover and resume business within five (5) to fifteen (15) business days. In either situation, SSN plans to continue in business, transfer operations to SSN's clearing firm if necessary, and notify me through SSN's web site (http://www.ssnetwork.com/) and/or the Representatives, how to conduct business with SSN. If the significant business disruption is so severe that it prevents SSN from remaining in business, SSN will assure prompt access to my funds and securities. SSN's business continuity plan is designed to permit it to resume operations as quickly as possible. SSN's business continuity plan addresses: safeguarding employees and property; protecting the firm's books and records; making a financial and operational assessment; data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, registered representatives and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring customers prompt access to their funds and securities if SSN is unable to continue business. If after a significant business disruption I cannot contact SSN at (800) 264-5499, I shall call SSN's alternative telephone number (865) 777-4677, visit http://www.ssnetwork.com/, or write SSN at P. O. Box 30977, Knoxville, TN 37930-0977. If I cannot access SSN through those means, I shall contact the appropriate clearing firm or product sponsor for assistance with access to my assets, processing deposits of funds or securities and processing other transactions. The contact information for the clearing firms is as follows: (a) NFS may be reached at (617) 563-5977, (b) Pershing may be reached at (201) 413-3635. Contact information for other product sponsors may be found on account statements provided by these sponsors. SSN's clearing firms back up SSN's important records in a geographically separate location. SSN has been advised by the clearing firms that their objective is to restore their own operations and be able to complete existing transactions and accept new transactions and payments within a reasonable time frame should there be an interruption in their business. Client orders and requests for funds and securities could be delayed during this period.

SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

AGREEMENT TO ARBITRATE CONTROVERSIES: This Agreement contains a predispute arbitration clause. By signing an arbitration Agreement the parties agree as follows: (a) All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration then in court proceedings. (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agree ment. I agree that all controversies that may arise between us concerning any transaction or the construction, performance or breach of this Agreement between us whether entered into before, on or after the date hereof, shall be determined by arbitration. Any arbitration shall be conducted before and held in accordance with the rules, then applying, of the FINRA. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. No Person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; or (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

APPLICABLE REGULATIONS AND GOVERNING LAW:

All transactions for my account shall be subject to the regulations of all applicable federal, state, and regulatory agencies, including but not limited to, the Securities and Exchange Commission and FINRA. This Agreement and its enforcement shall be governed by the laws of the State of Tennessee, shall cover collectively all accounts which I may open or reopen with SSN, and shall inure to the benefit of SSN's successors, whether by merger, consolidation or otherwise, and assigns, and SSN may transfer the account(s) to said successor or assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

SEVERABILITY:

If any provision of this Agreement is adjudged inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant rule or regulation. All other provisions of this Agreement will remain in full force and effect.

SUCCESSORS:

This Agreement and its provisions shall be continuous, and shall inure to the benefit of SSN, and any successor organization or assigns, and shall be binding upon me and/or my estate, executors, administrators and assigns.

NOTICES TO CUSTOMERS:

If any of the information on this form is inaccurate or out of date, indicate the changes on the form or on a separate piece of paper. Please date and initial any changes to the form and return to SSN at 9729 Cogdill Road, Suite 301, Knoxville, TN 37932. If you should wish to file an investment related complaint, please notify SSN in writing at Compliance Department, 9729 Cogdill Road, Suite 301, Knoxville, Yille, TN 37932, (865)777-4677.

PAYMENT FOR ORDER ROUTING AND ACCOUNT TRANSFERS:

SSN does not receive payment for order routing. If your account transfers to SSN via the ACAT process, SSN may receive payment from its clearing firm, Pershing, LLC or National Financial Services, LLC. All, or a portion, of this fee may be credited to your account, paid to your registered representative, or retained by SSN.

BROKERAGE SWEEP ACCOUNT:

If you maintain a brokerage account, then your account includes a sweep account that is used for settling transactions and holding credit balances. The sweep account consists of sweep options, which may include money market mutual funds as well as bank deposit products. Different core account investment vehicles may have different levels of risk, different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a core account investment vehicle, we may not consider these differences when selecting a default core account investment vehicle for you. You authorize and consent to SSN and/ or its agent changing your sweep account investment vehicle at its discretion, at any time and for any reason to another money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold SSN, our agents and the applicable clearing firm, harmless for any actions taken in connection with or resulting from changing your sweep account investment vehicle, including but not limited to, any changes in the rate of return offered by the alternative sweep account investment vehicle, for you.

Schedule of Fees for Accounts Held at Pershing

The listed fees do not include commissions, markups, commission equivalents or advisory fees. Some of these fees may not apply to all account types. Some of these fees may be waived under certain conditions.

Account or Service	Fee Amount	Frequency
Annual Inactive Account Fee		Annual
Charge on accounts that do not meet minimum activity criteria	\$50	
Full Transfer Delivery	\$150	At Occurrence
Mailgram	\$15	Per Occurrence
Interest Charged on Margin Debit Balances	PBLR + 3% - 1%	Monthly
IRA Maintenance Fee	\$40 - \$50	Annual
Retirement Account Termination Fee	\$75	At Account Closure
Corestone Check Writing	\$0 - \$150	Annual
Checkbook Reorder	\$0 - \$12.50	Per Reorder
Corestone Stop Payment	\$25	Per Occurrence
Corestone Return Check	\$25	Per Occurrence
Federal Funds Wire	\$25	Per Occurrence
Overnight Check	\$12	Per Occurrence
Incoming Returned Check	\$60	Per Occurrence
Outgoing Check Stop Payment	\$25	Per Occurrence
Equity Dividend Reinvestment	\$1	Per Occurrence
Annual Custody and Valuation Fee:		Per Position
Registered Position	\$35	Max Annual Fee of \$500
Unregistered Position	\$125	
Transfer/Re-registration Fee	\$100	Per Position Each Occurrence
Periodic Mutual Fund Purchase/Liquidation	\$0 - \$3.50	Per Position Each Occurrence
Legal Stock Transfer	\$65	Per Position Each Deposit
Re-titling a deposited certificate to match the account's registration		
Legal Stock Return	\$70	Per Position Each Deposit
Return of a deposit certificate that is not in good order		
Transfer and Ship:		Per Position Each Delivery
DRS Statement	\$20	
Certificate	\$235	
Safekeeping	\$10	Per Certificate Each Month
Storage of physical certificates that cannot be registered in street name		
Physical Reorganization	\$50	Per Position Each Deposit
Updating a deposited certificate after a mandatory corporate reorganization event		

November 2015

Public Packet

241 of 409



SECURITIES SERVICE NETWORK, LLC

9729 Cogdill Road, Suite 301

Knoxville, TN 37932

Member FINRA/SIPC

(800) 264-5499 www.joinssn.com

Securities Service Network, Inc. Privacy Policy

Date: May 2016

Your Investment Representative works in conjunction with Securities Service Network Inc. Securities Service Network, Inc. (hereinafter referred to as SSN) is a Broker/Dealer registered with the Financial Industry Regulatory Authority, Inc. (hereinafter referred to as "FINRA"); SSN Advisory, Inc. (hereinafter referred to as SSNAI), is a Registered Investment Advisor registered with the Securities Exchange Commission. SSN and SSNAI (hereinafter referred to as "FINRA"); are under common control. The Firm is required to communicate its policies related to the privacy of customer information. We are proud of our privacy practices and procedures and we want you to know how we work with your representative to protect your information and use your information to service your account.

The policy outlined below also includes several important disclosures. If your investment representative leaves SSN to join another brokerage firm, they are permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share the information with their new firm to properly service your account.

If you would like your representative to retain your information so that they can continue to service your account in the event that they leave SSN, DO NOT RESPOND TO THIS NOTIFICATION.

If, however, you do not want your representative to retain this information in the event that they leave SSN, you must complete the opt-out form that is included at the end of this notice. This form should be completed in its entirety or the Firm will be unable to process your request.

In order to facilitate the servicing of your account, The Firm may receive nonpublic personal information about you from the following sources: (1) Information we receive from you on applications, account opening documents or other forms; (2) Information about your transactions with others, or us; (3) Information we receive from a consumer reporting agency; and (4) From other sources with your consent or with the consent of your registered representative.

We do not disclose any nonpublic personal information about you or anyone, except as permitted by law. Such disclosure may include the following: (1) Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on your behalf; (2) Nonaffiliated service providers; (3) Government agencies and law enforcement officials (for example, for tax reporting or under a court order); and(4) Other organizations, with your consent or as directed by your registered representative (for example, your accountant or attorney's firm for tax preparation or estate planning).

The Firm also considers privacy, security and service to be just as critical in the online environment as in the rest of our operation. As a result, we have encryption, firewall and password protections in place. The Firm restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. The Firm maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

We will continue to adhere to the privacy policies and practices as described in this notice if you decide to close your account(s), or become an inactive customer. If you have any questions concerning The Firm's privacy policy and procedures, please feel free to contact us at 800-264-5499.

Other Disclosures

Information regarding your registered representative may be obtained from the FINRA BrokerCheck[®] program online at <u>www.finra.org</u>, or by calling 800/289-9999. An investor brochure that includes information describing FINRA BrokerCheck[®] is available by calling 800/289-9999.

SSN is a member of the Securities Investor Protection Corporation (hereinafter referred to as "SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at 202/371-8300, or by visiting the SIPC website at <u>www.sipc.org</u>.

If you are a client of SSN Advisory, Inc., and would like to receive a free copy of SSNAI's Form ADV Part II, please contact the office of your Investment Advisor Representative or SSNAI at (800) 264-5499.

Q: What do I do If I want my representative to retain my Information so that they can continue to service my account in the event that they leave SSN?	Q: What do I do if I the event that t		entative to	retain my information in
A: Do not respond to this notification.	Knoxville, TN 37 Firm will be una	930-0977. This form sho ble to process your requ	ould be con	the Firm at P. O. Box 30977, npleted in its entirety or The
	N7210 SEMI	NART RUAD	ONEIDA	NATION ENTERPRISE PLAN
	FIRST NAME	MIDDLE INITIAL	LAST NA	ME
	Oneida		WI	54155
	LEGAL STREET ADD	DRESS	LAST 4 C	OF SOCIAL SEC NUM
	СПТҮ		STATE	ZIP CODE

Schedule of Fees for Accounts Held at Pershing

The listed fees do not include commissions, markups, commission equivalents or advisory fees. Some of these fees may not apply to all account types. Some of these fees may be waived under certain conditions.

Account or Service	Fee Amount	Frequency
Annual Inactive Account Fee		Annual
Charge on accounts that do not meet minimum activity criteria	\$50	
Full Transfer Delivery	\$150	At Occurrence
Mailgram	\$15	Per Occurrence
Interest Charged on Margin Debit Balances	PBLR + 3% - 1%	Monthly
IRA Maintenance Fee	\$40 - \$50	Annual
Retirement Account Termination Fee	\$75	At Account Closure
Corestone Check Writing	\$0 - \$150	Annual
Checkbook Reorder	\$0 - \$12.50	Per Reorder
Corestone Stop Payment	\$25	Per Occurrence
Corestone Return Check	\$25	Per Occurrence
Federal Funds Wire	\$25	Per Occurrence
Overnight Check	\$12	Per Occurrence
Incoming Returned Check	\$60	Per Occurrence
Outgoing Check Stop Payment	\$25	Per Occurrence
Equity Dividend Reinvestment	\$1	Per Occurrence
Annual Custody and Valuation Fee: Registered Position Unregistered Position 	\$35 \$125	Per Position Max Annual Fee of \$500
Transfer/Re-registration Fee	\$100	Per Position Each Occurrence
Periodic Mutual Fund Purchase/Liquidation	\$0 - \$3.50	Per Position Each Occurrence
Legal Stock Transfer Re-titling a deposited certificate to match the account's registration	\$65	Per Position Each Deposit
Legal Stock Return Return of a deposit certificate that is not in good order	\$70	Per Position Each Deposit
Transfer and Ship: DRS Statement Certificate 	\$20 \$235	Per Position Each Delivery
Safekeeping Storage of physical certificates that cannot be registered in street name	\$10	Per Certificate Each Month
Physical Reorganization Updating a deposited certificate after a mandatory corporate reorganization eve	\$50	Per Position Each Deposit

November 2015

243 of 409



MEMBER FINRA/SIPC

SECURITIES SERVICE NETWORK, INC.

9729 Cogdill Road, Suite 301 • Knoxville, TN 37932 PHONE (800) 264-5499 FAX (865) 777-4681 WEBSITE SSNetwork.com

Securities Service Network, Inc. Privacy Policy

Date: May 2016

Your Investment Representative works in conjunction with Securities Service Network Inc. Securities Service Network, Inc. (hereinafter referred to as SSN) is a Broker/Dealer registered with the Financial Industry Regulatory Authority, Inc. (hereinafter referred to as "FINRA"); SSN Advisory, Inc. (hereinafter referred to as SSNAI), is a Registered Investment Advisor registered with the Securities Exchange Commission. SSN and SSNAI (hereinafter referred to as "The Firm" or "SSN") are under common control. The Firm is required to communicate its policies related to the privacy of customer information. We are proud of our privacy practices and procedures and we want you to know how we work with your representative to protect your information and use your information to service your account.

The policy outlined below also includes several important disclosures. If your investment representative leaves SSN to join another brokerage firm, they are permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share the information with their new firm to properly service your account.

If you would like your representative to retain your information so that they can continue to service your account in the event that they leave SSN, <u>DO</u> NOT RESPOND TO THIS NOTIFICATION.

If, however, you do not want your representative to retain this information in the event that they leave SSN, you must complete the opt-out form that is included at the end of this notice. This form should be completed in its entirety or the Firm will be unable to process your request.

In order to facilitate the servicing of your account, The Firm may receive nonpublic personal information about you from the following sources: (1) Information we receive from you on applications, account opening documents or other forms; (2) Information about your transactions with others, or us; (3) Information we receive from a consumer reporting agency; and (4) From other sources with your consent or with the consent of your registered representative.

We do not disclose any nonpublic personal information about you or anyone, except as permitted by law. Such disclosure may include the following: (1) Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on your behalf; (2) Non-affiliated service providers; (3) Government agencies and law enforcement officials (for example, for tax reporting or under a court order); and(4) Other organizations, with your consent or as directed by your registered representative (for example, your accountant or attorney's firm for tax preparation or estate planning).

The Firm also considers privacy, security and service to be just as critical in the online environment as in the rest of our operation. As a result, we have encryption, firewall and password protections in place. The Firm restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. The Firm maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

We will continue to adhere to the privacy policies and practices as described in this notice if you decide to close your account(s), or become an inactive customer. If you have any questions concerning The Firm's privacy policy and procedures, please feel free to contact us at 800-264-5499.

Other Disclosures

Information regarding your registered representative may be obtained from the FINRA BrokerCheck® program online at <u>www.finra.org</u>, or by calling 800/289-9999. An investor brochure that includes information describing FINRA BrokerCheck® is available by calling 800/289-9999.

SSN is a member of the Securities Investor Protection Corporation (hereinafter referred to as "SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at 202/371-8300, or by visiting the SIPC website at <u>www.sipc.org</u>.

If you are a client of SSN Advisory, Inc., and would like to receive a free copy of SSNAI's Form ADV Part II, please contact the office of your Investment Advisor Representative or SSNAI at (800) 264-5499.

 Q: What do I do if I want my representative to retain my information so that they can continue to service my account in the event that they leave SSN? A: Do not respond to this notification. 	the event that th A: Complete the op Knoxville, TN 37	ney leave SSN? pt-out form below and	return it to should be d	to retain my information in the Firm at P. O. Box 30977, completed in its entirety or
	FIRST NAME	MIDDLE INITIAL	LAST NA	ME
	LEGAL STREET ADD	RESS	LAST 4 O	OF SOCIAL SEC NUM
¥ X	СІТҮ		STATE	ZIP CODE

Investment Powers

Plan Tax ID Number

FCIP

USA Patriot Act Notice:

To help the government fight the funding of terrorism and money-laundering, Federal law requires that your broker/dealer, as identified in the Account Application used to establish your account ("Broker/Dealer"), verify your identity by obtaining your name, date of birth, address and a government-issued ID number before opening your account. In certain circumstances, Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation may also be required. Your account may be restricted and/or closed if Broker/Dealer cannot verify this information. Neither Broker/Dealer or the Clearing Firm will be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of your account.

Use this form to provide information when required for the Authorized Person(s) on a Corporate or Participant Plan.

The individuals authorized on this form will supersede any earlier designations. If you have any questions, please call your investment representative.

Plan Information

in Name			Date Plan Established	
7210 SEMINARY ROA	D			
treet Address				
Oneida	WI	54155		

Certification of Investment Powers

A. To my Broker/Dealer ("You")

The undersigned certify that the following individuals are authorized to act on behalf of the Plan named above (attach an additional sheet of paper if necessary).

First Auth	orized Person	
First Name	TERRY	м
Last Name	CORNELIUS	
Second A	uthorized Person	_
First Name		MI
Last Name		
Third Au	thorized Person	
First Name		MI
Last Name		

1



Public Pa	cket		245 of 409
61560	ification of Investment Powers	B/D Use ONLY 203397854	L
filiations and Ack	nowledgements		
Are any of the autho If yes, provide the i	orized individuals affiliated with or employed ndividual's name*	by a stock exchange or member firm	of an exchange? 🗌 Yes 🛛 🕅 No
First Name			
Last Name			1
Company Name			
Address (No P.O. Box City *A letter of account	approval from the Compliance Officer of the Are any of the authorized individuals a con	trol person or an affiliate or an immed	th this form. liate family member of a control
f yes, complete the	person or affiliate of a publicly traded com a director, 10% shareholder or policy-maki information below.		ld include, but is not limited to
7irst Name			
Last Name			1
Name of Company			

B. You have the authority to accept orders and other instructions relative to the account identified herein from those Authorized Persons listed above. The Authorized Persons listed above may execute any documents on behalf of the account which you may require. By signing this form, the Authorized Persons hereby certify that you are authorized to follow the instructions of any Authorized Person and to deliver funds, securities or any other assets in the account to any Authorized Person or on any Authorized Person's instructions, including delivering assets to an Authorized Person personally. You may, in your sole discretion and for your sole protection, require the written consent of any or all Authorized Persons prior to acting upon the instructions of any.

C. There are no individuals authorized other than those listed above.

D. Should only one person execute this certification, it shall be a representation that the signer is the sole Authorized Person. Where applicable, plural references in this certification shall be deemed singular.

E. We, the undersigned have the power under the Plan and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the account. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.





B/D Use ONLY 203397854

Fiduciary Certification of Investment Powers

F. We, the undersigned, jointly and severally, in our capacities as Authorized Persons and individually, indemnify you and/or the Clearing Firm and hold you and/or the Clearing Firm harmless from any claim, loss, expense or other liability for effecting any transactions, and acting upon any instructions given. We certify that any and all transactions effected and instructions given by us on this account will be in full compliance with the Plan.

G. The undersigned agree to inform you in writing of any change in the composition of the Authorized Persons, or any other event which could alter the certifications made above.

H. The undersigned agree that any information we give to you on this account will be subject to verification, and we authorize you and/or the Clearing Firm to obtain a credit report about me (any of us) individually at any time. Upon written request, you will provide the name and address of the credit reporting agency used.

I. The undersigned understand that you have entered into an agreement with the Clearing Firm to execute and clear all brokerage transactions. We further understand that neither you nor the Clearing Firm undertakes to review individual transactions or instructions but relies upon our instruction and the certifications and representations made to you hereunder.

First Authorized Person Name (Printed)	First Authorized Person Signature	Signature Dates
TERRY A CORNELIUS		
Second Authorized Person Name (Printed)	Second Authorized Person Signature	
Third Authorized Person Name (Printed)	Third Authorized Person Signature	



Public Packet

247 of 409

20471	*Bundle ID 203397854
Update Existing Plan Agreement 🗌 New Plan Ag	greement Plan ID No.
Plan Name: ONEIDA NATION ENTERPRISE PLAN	Plan TIN: 396081138
Employer:	Employer ID/TIN:

(e.g. NFS, Pershing, John Hancock, Nationwide, AmericanFunds, etc.)

開始日 原始学 ひんち しん いはかっ 原外門 開け けい

RETIREMENT PLAN SERVICES AGREEMENT (For use by Registered Representatives with commission based plans)

This Retirement Plan Services Agreement ("Agreement") describes the services, as identified and selected in Schedule A, which is hereby attached and incorporated by reference herein ("Services"), to be provided by the broker/dealer identified in the Plan's account opening documentation ("Broker/Dealer") and its affiliated registered representative ("Registered Representative") as each are identified on the signature pages of this Agreement. Broker/Dealer and Registered Representative may be referred to herein collectively as "Service Provider" unless specified otherwise. Services are provided on behalf of the "Employer" to the "Plan" as those parties are each identified above and on the signature page of this Agreement.

The Named Fiduciary or an authorized delegate thereof, as identified on the signature page of this Agreement ("Named Fiduciary"), is a named fiduciary of the Plan as defined under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") with the authority to execute this Agreement on behalf of itself and the Plan and to commit the Plan to the terms and conditions of this Agreement.

This Agreement is effective	(the "Effective Date").

1. Services

The Named Fiduciary authorizes and engages Service Provider to render Services to the Plan. Service Provider will perform the Services selected by the Name Fiduciary as set forth in Schedule A from the above-referenced Effective Date on an ongoing basis until the Agreement is amended or terminated pursuant to Section 7 herein.

2. Selection and Implementation

- (a) Named Fiduciary Authority for Final Decisions for All Services. Named Fiduciary acknowledges it has retained and will exercise sole and final decision making authority and responsibility concerning any approvals related directly or indirectly to the delivery of Services under this Agreement to the Plan, including the approval of the Investment Policy Statement and the selection and maintenance of investment alternatives available to the Plan, as well as for the implementation and execution of any investment plan, recommendation or strategy resulting from the Non-Discretionary Advisory Services described in Schedule A to this Agreement.
- (b) Service Provider Authority. Service Provider acknowledges that it has authority and responsibility solely to the extent of those Services it provides as described in Schedule A to this Agreement.
- (c) Information from Third Parties. Certain information provided by Service Provider pursuant to this Agreement will include information obtained from independent third-party sources that Service Provider deems reliable, but for which Service Provider is under no



**Bundle ID 203397854

obligation to independently verify. In order to facilitate delivery of Services, Service Provider is hereby authorized by the Named Fiduciary to obtain all information from third-party service providers as Service Provider may resonably require.

(d) Investment Advisors Act of 1940 Disclaimer. Service Provider acknowledges that the Fiduciary Services selected and identified in Schedule A cause Service Provider to be a "fiduciary" under Section 3(21)(A)(ii) of ERISA. Named Fiduciary acknowledges that Services rendered under this Agreement, by Service Provider are provided by Broker/Dealer and its affiliated person(s) in their respective capacities as a FINRA registered broker/dealer and registered representative; and, that Broker/Dealer and Registered Representative in the provision of the Services, and the Services provided, are neither subject to nor fall under the Investment Advisers Act of 1940, as amended ("Act").

(e) Investment Performance Disclaimer. Except as contained in Section 4 of this Agreement, Service Provider does not make any warranties, express or implied, for any purpose. Service Provider will use reasonable care, consistent with industry practice, in providing Services under this Agreement. However, the prior performance of any investment including but not limited to investment strategy, investment policy, model portfolio, asset class or individual investment security may not be indicative of its future performance. Service Provider does not and cannot guarantee the future performance or profitability of any investment or strategy, including but not limited to the aforementioned items. Investment principal value may fluctuate with market conditions and the Plan may lose money. The Plan investments are subject to various market, business, economic and political risks and may result in monetary loss. Named Fiduciary acknowledges that Service Provider does not warrant or guarantee any level of performance by any of the investments made available to the Plan or delivered on a Retirement Plan Provider ("RPP") platform. Named Fiduciary further acknowledges that it understands that investments fluctuate in value over time and that past investment performance does not necessarily guarantee any level of future performance.

Service Provider will not be liable for any loss caused by:

- i. any Service provided under this Agreement through any action or inaction in accordance with applicable laws;
- ii. following the Named Fiduciary or Employer instructions in good faith; or
- iii. any other person, (not engaged directly by Service Provider), who provides services directly or indirectly to the Plan.

This does not waive rights under federal and state securities laws or ERISA that may impose liability in some circumstances on persons acting in good faith. Except for those expressed warranties contained in this Agreement, Service Provider and Registered Representative do not make any other warranties, express or implied, for any purpose.

(f) Information from Employer and/or Named Fiduciary. Service Provider relies on information about the Plan, its participants and beneficiaries provided by Employer and/or Named Fiduciary and shall have no liability for any loss caused by errors in such information. Named Fiduciary agrees to provide Service Provider with all material and pertinent information regarding any matters necessary for the delivery of Services and such other information as Service Provider may request from time to time. Named Fiduciary understands that Service Provider will rely on the information without further verification and represents that such information is true, accurate and complete as of the date provided.



**Bundle ID 203397854

3. Compensation

(a) Service Provider may receive commissions, trail commissions, and finder's fees paid by the RPP and/or mutual fund companies to the custodian or directly to Service Provider, ("Fees") as described in Schedule B, which is attached hereto and incorporated by reference herein. Service Provider may also have revenue sharing agreements with certain mutual fund and/or insurance companies whereby Service Provider receives additional fees for administrative services. Specific arrangements relating to indirect compensation received by Service Provider are set forth in Schedule B.

In addition to the fees for Services provided under this Agreement, Plan assets invested in mutual funds bear the operating expenses of and cost of investing in those funds which may include sales charges or redemption fees. A fund's expenses are detailed in the fund's prospectus, which will be provided to Named Fiduciary by the Registered Representative or by the RPP. Named Fiduciary acknowledges that the Plan may incur other fees and expenses, including but not limited to investment-related expenses imposed by other service providers not affiliated with Service Provider and other fees and expenses charged by the Plan's custodian, third-party administrator, and/or record-keeper. Service Provider makes no representations about any costs or expenses associated with the services provided by any third parties.

(b) Named Fiduciary and Service Provider intend that provision of Services under this Agreement, the retention of Service Provider to provide Services and the payment of all fees and compensation contemplated by this Agreement will not constitute a non-exempt prohibited transaction under ERISA, and agree to cooperate in good faith to amend this Agreement and take any reasonable action should it become required in order to ensure compliance with the same.

4. Representations and Warranties of Service Provider

Service Provider represents and warrants to Named Fiduciary that:

- (a) Authority. Service Provider has full power, authority and capacity to execute and deliver this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms;
- (b) Registration. Service Provider is registered as a broker-dealer with the Securities and Exchange Commission, is duly registered with the appropriate state regulatory authorities, and is a member of Financial Industry Regulatory Authority ("FINRA"). Service Provider is in good standing and shall maintain Registered Representative is duly licensed and registered with all applicable regulatory authorities.
- (c) Indemnification. Service Provider shall indemnify and hold Plan, Employer and Named Fiduciary and its affiliates, and their respective directors, managers, officers, employees, agents and third-party vendors from any liability, loss, damage, action, claim, suit, or expense (including, without limitation, attorneys' fees) suffered by or incurred by any of them resulting from, arising out of or relating to any of the following:
 - i. Any breach by Service Provider of covenants or obligations in this Agreement;

5

Public Packet

250 of 409



**Bundle ID 203397854

- Any breach or inaccuracy of representations or warranties made by Service Provicer in this Agreement;
- iii. Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of the Service Provider.

5. Representations and Warranties of the Name Fiduciary

Named Fiduciary represents and warrants to Service Provider that:

- (a) Authority. The Named Fiduciary has full power, authority and capacity to execute and deliver this Agreement, on behalf of the Plan, and to commit the Plan to the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Named Fiduciary and the Plan, enforceable in accordance with its terms;
- (b) Notice of Changes. The Named Fiduciary will promptly notify Service Provider of all changes to material and pertinent information regarding retirement plan matters necessary for the delivery of Services and agrees to provide complete, current and accurate information and data concerning the Plan, including any proposed or pending amendments. Service Provider shall be entitled to rely fully upon any information or document received from Employer and/or Named Fiduciary pursuant to the terms of this Agreement.
- (c) ERISA Bond. Named Fiduciary acknowledges and represents that the Plan maintains and will maintain appropriate and sufficient coverage under a fiduciary bond as required under ERISA Section 412.
- (d) **Fiduciary Insurance.** The Named Fiduciary acknowledges and represents that it will, upon request, provide the Service Provider with information regarding any fiduciary liability policy purchased in conjunction with the Plan.
- (e) Certification of Investment Powers. The Named Fiduciary certifies that Service Provider is authorized to accept orders and any other instructions from the Named Fiduciary relative to the Plan and any Plan account established in conjunction with this Agreement. The Named Fiduciary understands that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to any account established in conjunction with this Agreement. In addition to any indemnification provided in section 6.(g) of this Agreement, Named Fiduciary also indemnifies and holds Service Provider harmless from any claim, loss, expense or other liability that may arise as a result of Service Provider acting upon any instruction or effecting any transaction at the instruction of Named Fiduciary.
- (f) Investment Restrictions. Named Fiduciary will inform Service Provider and (if applicable) the RPP of any specific investment restrictions applicable to the Plan and give Service Provider and RPP prompt written notice of any investments that Named Fiduciary or any other co-fiduciary of the Plan deems to be in violation of such restrictions; such restrictions may include but not be limited to employer securities and illiquid investments. Further, Named Fiduciary acknowledges that Service Provider is not responsible for any supervision or monitoring of any investments, including investment restrictions, nor is Service Provider responsible for voting proxies for securities held by the Plan.



(g)

203397854 **Bundle ID

- Internal Revenue Code Qualification. The Plan will be administered so that it maintains the requirements for qualification under Section 401(a) and Section 501(a) of the Internal Revenue Code of 1986, as amended. Employers who sponsor retirement plans are not required to apply for a determination letter from the Internal Revenue Service. Requesting and receiving a favorable determination letter provides the employer with reliance that the plan is qualified under IRC section 401(a) and the trust is exempt under section 501(a). This provides the employer with additional assurance that the deduction for contributions is allowable. The Plan and Named Fiduciary have either obtained a favorable determination letter from the Internal Revenue Service for such qualification, a copy of which will be provided to Service Provider upon request, or certify the Plan is qualified under IRC section 401(a) and the trust is tax exempt under section 501(a). Named Fiduciary will inform Service Provider immediately if the Plan should fail to continue to meet such qualification requirements.
- (h) Disclosure Documents. Named Fiduciary acknowledges receipt of Service Provider's disclosure documents, which includes Service Provider's disclosure of compensation, in advance of executing this Agreement or any other documents executed to establish a plan account or to provide the Services contemplated under this Agreement. Such documents, in addition to the Services, fees and other compensation disclosure information, either attached or to which the Named Fiduciary may be directed, are hereby incorporated by reference and made part of this Agreement for purposes of satisfying Service Provider's disclosure obligations under DOL Reg 2550.408b-2.
- (i) Other Investments. If employer securities are an investment under the Plan, no employee subject to Rule 144 of the Securities Act of 1933, as amended, or Section 16 of the Securities Exchange Act of 1934, as amended, shall be eligible to receive Services under this Agreement. Notwithstanding any other provision of this Agreement, if employer stock is held by or offered as an investment option under the Plan, or if Plan participants may invest the assets in their accounts through a brokerage window, a mutual fund window or other similar arrangement, or if any investments are illiquid in nature, Service Provider shall have no authority, responsibility, or act in any Fiduciary capacity, with respect thereto.
- (e) Fiduciary Review. Named Fiduciary has given due consideration, as an ERISA fiduciary, to the regulatory disclosures and other information provided by Service Provider, has conducted its own independent review and analysis and determined it is in the best interests of the Plan to enter into this Agreement, that the compensation paid to Service Provider is reasonable, and the Services are necessary to the operation of the Plan.

6. Standards of Care and Indemnification

(a) Limitation of Liability. To the extent not inconsistent with applicable law, Service Provider and its directors, officers, members, employees and agents including Registered Representative (collectively, the "Covered Parties") shall not be liable for any losses incurred by the Plan as a result of any actions taken by the Plan, Employer, Named Fiduciary or any Party in Interest as such term is defined under ERISA. It is understood that any and all guidance, administrative support, and recommendations made by Service Provider constitute an expression of opinion only, prepared on the basis of sources and information believed to be reliable. It is understood that Service Provider shall assume no responsibility hereunder other than to render the Services contemplated herein in good faith and shall not be liable or held accountable for any mistakes of fact made based on third-party information or actions taken by the Plan, Employer, Named Fiduciary, any party-in-interest, and/or any third-party service provider.



- **Bundle ID 203397854
- (b) Legal Matters. Service Provider will use their best judgment in performing Services in accordance with professional standards and ethics. If the Named Fiduciary desires a legal opinion before choosing among alternative positions, then legal counsel should be separately retained by the Named Fiduciary at its expense for this purpose. If the Department of Labor or the Internal Revenue Service or any other regulatory authority should later contest the position taken, there may be liability including but not limited to an assessment of taxes, interest, and/or penalties. It is understood that Service Provider does not assume liability for any such liability, taxes, penalties or interest resulting from Service Provider following the direction of the Named Fiduciary (or their respective legal counsel), Plan participants, beneficiaries or ERISA parties-in-interest;
- (c) Other Services. Service Provider shall not provide, nor be deemed to be providing, any services to the Named Fiduciary or the Plan other than those Services expressly agreed to in this Agreement;
- (d) Outside Vendors. The Named Fiduciary authorizes Service Provider to utilize outside vendors or professional resources in order for Service Provider to provide Services under this Agreement. The Named Fiduciary further authorizes Service Provider to release the Named Fiduciary's information to these resources in order for Service Provider to fulfill the terms of this Agreement;
- (e) **Third-Party Service Providers.** Service Provider shall not have any responsibility to conduct due diligence on third-party service providers (e.g. third party administrators) nor shall Service Provider have any liability arising from the acts or omissions of such third-party service providers;
- (f) Proxies. The Named Fiduciary acknowledges that it retains the right to vote all proxies that are solicited for securities held by the Plan. It is expressly understood that Service Provider is precluded from voting proxies solicited by issuers of such securities. Service Provider is not required to take any action or to provide any advice with respect to the voting of securities in Plan; and
- (g) Indemnification. The Named Fiduciary shall indemnify and hold Service Provider and its affiliates, and their respective directors, managers, officers, employees, agents and third-party vendors from any liability, loss, damage, action, claim, suit, or expense (including, without limitation, attorneys' fees) suffered by or incurred by any of them resulting from, arising out of or relating to any of the following:
 - (i) Any breach by Plan, Employer or Named Fiduciary of covenants or obligations in this Agreement;
 - (ii) Any breach or inaccuracy of representations or warranties made by Plan, Employer or Named Fiduciary in this Agreement;
 - (iii) Any action or inaction taken by Service Provider at the direction of Employer or Named Fiduciary;
 - (iv) Reasonable reliance on information provided to the Service Provider in connection with discharging its obligations under this Agreement;

Public Packet

253 of 409



**Bundle ID 203397854

- (v) Acts or failures to act in connection with the Plan over which the Service Provider has no authority, obligations or responsibility; and/or
- (vi) Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of the Employer, Named Fiduciary or Plan.

7. Amendment, Assignment and Termination of Agreement

- (a) Amendments. This Agreement may be amended at any time by execution of an amendment in writing by all parties hereto or by written notice of such amendment provision from Service Provider to Named Fiduciary as set forth herein. Any such amendment to this Agreement shall be binding and effective:
 - (i) upon execution in writing by all parties hereto, or
 - (ii) upon the date sixty (60) days after written notice from Service Provider to Named Fiduciary of the amendment provisions pursuant to the notice provisions of this Agreement; provided, that Named Fiduciary may immediately terminate this Agreement upon written notice to Service Provider if such amendment provisions are not acceptable to Named Fiduciary.
- (b) Assignments. This Agreement may not be assigned by any party without the consent of all parties, with the exception that, upon notice to the Named Fiduciary, Broker/Dealer may assign this Agreement to a different Registered Representative if the Registered Representative in the signature page of this Agreement is no longer affiliated with the Broker/Dealer or in other such circumstances in which the Registered Representative is unable or unwilling to provide the Services identified in this Agreement.
- (c) Termination. This Agreement may be terminated by the Named Fiduciary without penalty within five days of the Execution Date. Thereafter, this Agreement may be terminated by Service Provider or the Employer/Named Fiduciary at any time upon 60 days' prior written notice. Upon termination, Service Provider will deliver a final billing statement for unbilled work performed prior to termination and submit the billing statement to platform provider for payment.

8. Dispute Resolution/Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- i. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.



- iv. The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted to the panel at least 20 days prior to the first scheduled hearing date.
- v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- vi. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

Service Provider agrees that all controversies between Named Fiduciary and Service Provider (or any of Service Provider's present or former trustees, directors, managers, officers, employees or agents) which may arise from any account or for any cause whatsoever, shall be determined by arbitration. Any arbitration under this Agreement shall be before the Financial Industry Regulatory Authority, Inc., or an arbitration forum provided by any other securities exchange or organization of which Service Provider is a member and in accordance with the rules of such organization. Named Fiduciary may elect in the first instance which of the aforementioned arbitration forums will be utilized to resolve the controversy by delivering written notification of such election to Service Provider at Service Provider's office in accordance with Section 9 of this Agreement. If Named Fiduciary fails to make such election by notifying Service Provider of such election as specified within five (5) days after receipt from Service Provider of a request to make such election, then Service Provider may make such election. This arbitration provision shall apply to any controversy or claim or issue in any controversy arising from events that occurred prior to, on or subsequent to the execution of this arbitration agreement. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered into any court, state, or federal, having jurisdiction.

This arbitration agreement shall not be construed as (1) limiting or contradicting the rules of any applicable self-regulatory association, (2) limiting the ability of a party to file a claim in arbitration, (3) limiting the ability of a party to file any claim in court permitted to be filed in court under the rules of the forums in which a claim may be filed under this Agreement; or (4) limiting the ability of arbitrators to make an award.

Notwithstanding anything in this Agreement to the contrary, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.



9. Miscellaneous

- (a) Entire Agreement. This Agreement is in full force and effect as of the Effective Date, represents the entire Agreement between the parties, and supersedes any previously existing contract between Service Provider and Named Fiduciary with respect to the subject matter of this Agreement.
- (b) **Governing Law.** Except as otherwise provided by ERISA or federal securities laws, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by, and construed in accordance with, the law of the state in which the home office of the Broker/Dealer resides.
- (c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.
- (d) **Authorized Signatories.** Each of the individuals whose signature appears below warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.
- (e) Confidentiality. Named Fiduciary and Service Provider acknowledge that each may learn confidential information about the other in the course of this engagement. Except as required by law, Named Fiduciary and Service Provider agree to maintain in strict confidence and for use only with respect to the Plan and the Services to be provided pursuant to this Agreement all confidential information that each learn about the other.
- (f) Notices. Notices and reports provided for herein shall be mailed to the address of the parties specified on the signature page hereof. These addresses may be changed by appropriate notice given in accordance with this provision. Any notice required hereunder, but not including any report, summary or statement, confirmation or other usual communication, shall be sent by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail).
- (g) Headings. Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in this Agreement.
- (h) **Severability.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Public Packet

256 of 409



**Bundle ID 203397854

The Plan and Named Fiduciary, and the Broker Dealer and Registered Representative (Service Provider) have entered into this Agreement as evidenced by their signatures below; or, in regards to the Broker/Dealer, by its acceptance after having received and reviewed the Agreement as then signed and dated by such Broker/Dealer's home office-Supervisory personnel.

This Retirement Plan Services Agreement contains a pre-dispute arbitration clause in section 8 on pages 7 and 8. The Plan and Named Fiduciary acknowledge receipt of the pre-dispute arbitration clause and accept its terms per my signature below.

PARTIES TO THE AGREEMENT

Named Fiduciary (Printed)	Signature		Date
Named Fiduciary (Printed)	Signature		Date
Employer Address			
Street			
City		State Zi	p Code

Securities Services Network, LLC		1
Broker/Dealer Name		
Street		
City	State	Zip Code

Registered Representative:		
Printed Name	Signature	Date
CHERRY/ VAN STIPPEN SPLIT		



Schedule A Description of Services

NON-DISCRETIONARY FIDUCIARY SERVICES

Services that may be provided include: (Each Service should be checked either "Yes" or "No." Registered Representative and Named Fiduciary should then initial each Service to indicate their agreement that such Service is or is not going to be provided)

Plan Review (plan design, operations and documentation)

Yes 🗌 No

Registered Representative _____ Named Fiduciary ____

Service Provider may recommend protocols to help Named Fiduciary establish a Plan Committee and to prudently manage and administer the Plan. Named Fiduciary is solely responsible for implementing Plan Committee protocols and for appointing or removing Plan Committee members. Service Provider may train Committee members regarding fiduciary duties and help coordinate regular meetings. Service Provider may also update Named Fiduciary about current and proposed legislative initiatives. Service Provider may also help with updates to existing procedures and provide recommendations regarding Plan operation, documentation, and establishing an audit file. Service Provider may help develop requirements for responding to participants requests and reconcile participant disclosures under 404(a)(5). Registered Representative will provide fiduciary training as needed, upon request.

Benchmarking Plan Expenses

No

Registered Representative Named Fiduciary

Registered Representative will meet with the Named Fiduciary and conduct a periodic review of fees and costs charged to Plan by other service providers to assist Named Fiduciary in discharging its duty to monitoring the reasonableness of fees and costs paid by the Plan.

Recommendations Regarding Plan's Investment Policy Statement (IPS)

🗌 Yes 🛛 📉 No

X Yes

Registered Representative Named Fiduciary

Registered Representative will review with the Named Fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, the Registered Representative will recommend investment polices to assist the Named Fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Registered Representative will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan Registered Representative may recommend to the Named Fiduciary revisions that will establish investment policies that are congruent with the Plan's objectives.



Recommendations Regarding Investments Options and/or Investment Managers

X Yes	No No
-------	-------

Registered Representative _____ Named Fiduciary ____

Based on the Plan's IPS or other investment guidelines established by the Plan, the Registered Representative may review the investment options available to the Plan and make recommendations to assist the Named Fiduciary. Once the Named Fiduciary approves the model portfolios, DIA's, or QDIA's, the Registered Representative may provide reports, information and recommendations, on a periodic basis, designed to assist the Named Fiduciary to monitor the Plan's investments. If the IPS criteria requires an investment be removed, Registered Representative may provide information and analysis to assist the Named Fiduciary to evaluate replacement investment alternatives to be included in any model portfolios. Upon reasonable request, Registered Representative may make recommendations to the Named Fiduciary to rebalance the model portfolios to maintain their desired allocations.

Based on the Plan's IPS or other guidelines established by the Plan, Registered Representative may review the potential investment managers available to the Plan and make recommendations to assist the Named Fiduciary to select one or more investment managers. Once the Named Fiduciary approves the investment manager, the Registered Representative may provide, on a periodic basis, reports, information and recommendations to assist the Named Fiduciary to monitor the Plan's investment managers. If the IPS criteria require an investment manager be removed, the Registered Representative may provide information and analysis to assist the Named Fiduciary to evaluate replacement investment managers.

NON-FIDUCIARY SERVICES

Plan Participant Education and Communication

🗙 Yes 🗌 No

Registered Representative _____ Named Fiduciary _____

Registered Representative will conduct periodic group enrollment and education meetings with employee and educational meetings with Plan participants and beneficiaries. Registered Representative may provide information and materials that inform the Plan participant, employee or beneficiary, about the benefits of Plan participation, benefits of increasing contributions, the impact of pre-retirement withdrawals, terms of the Plan, or operations of DIA's. Registered Representative may also incorporate interactive investment materials to assist with future retirement income needs and the impact of different asset allocations on retirement income. Registered Representative may also provide retirement readiness consulting which can incorporate third party software to asses a "gap" analysis to determine sufficient retirement income. Additionally, participant education can extend to analyzing Plan expenses and fees. Registered Representative will not render individualized investment advice to Plan participants and will not be held to a fiduciary standard for services rendered hereunder.



Schedule B - Commissions, Charges and Compensation

The following fees, charges and other compensation elements may apply to your account.

COMMISSIONS & CHARGES

<u>Commissions and trail commissions</u>: are charged in conjunction with investment purchases as negotiated and as disclosed in the prospectus (for mutual fund transactions). Your Registered Representative can provide additional specific details for your situation.

Brokerage Account Transaction Charges: are charged in conjunction with transaction processing to cover expenses incurred by Broker/Dealer and its clearing firms, (as each are identified in the account opening documentation executed in conjunction with the provisions of the Services), in processing transactions and providing custody and recordkeeping services. Further details regarding these potential charges can be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

Brokerage Account Charges: may be applied to cover expenses incurred by Broker/Dealer and its clearing firms (as each are identified in the account opening documentation executed in conjunction with the provision of the Services) in support of account activities and maintenance. Further details regarding these potential charges may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

OTHER COMPENSATION

Broker/Dealer may receive compensation from certain product providers in exchange for providing additional marketing support to assist them in marketing their services to Broker/Dealer's affiliated registered representatives. Further details regarding any such indirect compensation may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

Bank Deposit Sweep Program - The Bank Deposit Sweep Program is a core account investment vehicle used to hold cash balances awaiting reinvestment in eligible brokerage accounts. By opening a brokerage account, in conjunction with the provision of any services provided under this Agreement, the Named Fiduciary is directing Broker/Dealer to administer such brokerage account in conjunction with the Bank Deposit Sweep Program. While no fees are charged to the account owner, the Program does create financial benefits for Broker/Dealer. Broker/Dealer will receive a fee from each Program Bank in connection with the Program (equal to a percentage of all participants' average daily deposits at the Program Bank). Further details regarding the Program and any such indirect compensation may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

ERISA Disclosure

The Broker/Dealer and its Registered Representatives who, under the attached Agreement, provide services to your ERISA covered Plan under a Retirement Plan Services Agreement, ("Agreement") present the above information in order to comply with ERISA regulation 2550.408b-2 often referred to as section 408b-2 or covered service provider disclosures. These disclosures are intended to provide the Plan's Named Fiduciary with, or direct the Named Fiduciary to, information about the Services provided to the Plan, the direct and indirect compensation received in connection with providing those Services and the Broker/Dealer and its Registered Representatives' fiduciary status in regard to the Plan.

The commissions and charges received for the provision of the services identified in Schedule A are described above as is any other compensation that may be received by the Broker/Dealer, Registered Representative, or their affiliates in connection with the provision of services to your Plan or any other charges (e.g. transaction fee charges) that may apply to Plan accounts.

Public Packet

260 of 409

	NAFA	
47746	B/D Use ONLY 203397854	_
Appendix A: Additie	ional Account Holder Information	
Account Holder # 396081138	03J2S	
Primary Taxpayer ID or Social Security Number	ber Rep Number Account Number	
Additional Account Holder Relationship	Personal Rep 🔲 Naked Owner (Usufruct) 🔲 Partner	
	Guardian	
Personal Information	*If this is a tenants in common account, % ownership of joint holder	
		_
Last Name/Entity Name	Suffix	
First Name	MI	
Date of Birth/	h/Plan/Trust Date Widowed Domestic Partner Number of Dependents	
Gender: M F		
Legal Address (No P.O. Boxes) 🗌 Same as Account Level		
Street (No PO Boxes)		
		4
City	State Zip Code	
Province	Country	
Mailing Address (if different from Legal Address) 🔲 Same as	s Legal	
		٦
Street		
		1
		=
City	State Zip Code	
Daytime Phone Number Evening Phone	ie Number	
E-mail Address	I do not want to provide an email address for this account	
Country of Tax	x Residence	
	Others (List)	
Citizenship or Country of Organization		
U.S Other (List)		



Public Packet		261 of 409
47746 Additional Account Holder Personal Information - Not Required for Entities Information for Non-U.S. Citizens	B/D Use ONLY 203397854	
Immigration Status 🔲 Resident Alien 📄 Non-Resident Alien Government ID - (identification document must carry reference n	umber and photograph)	

Permanent Resident ("Green") Card Passport with U.S. Visa Passport without U.S. Visa Foreign National Identity Document

Document Num	ber					Country of	Issuance		
Date of Issuance			Expirati	ion Date			Country of E	irth	
Employment	Information								
	Employed	C Retired	Unemploy	red 🗌 Studen	nt/Minor Child	- Home	maker 🗌 S	elf-Employed	
Decupation				.H				,,	
Employer									
Address									
City							State	Zij	p
Province					Cour	try		8	
Source of Inco	me if Retired, U	Jnemployed, S		hild or Homema Inheritance	aker				
Investment	Pension	Social S	ecurity 🗌	Unemployment	Other (S	pecifiy)			
Affiliations an	d Acknowled	gements							
Are you or an your affiliatio				count employe	d by or affili	ated with a	ny of the foll	owing:* (Do	es not include
Stock Exchan	ge or Member 1	irm of an Exc	hange 🗌 FINI	RA or a member	firm of FINR.	A 🗌 Mun	icipal Securitie	s Broker/Deal	er 🔲 No Affiliation
Check if	f same as emplo	yer							
Company N	ame								

Company Name
Address (No P.O. Boxes)
City
Province
Province
City
Country
Count

*If I checked an employment or affiliation box above, I certify, in accordance with current regulations, that I have received approval in writing from the appropriate parties to establish this account.

Are you a control person or an affiliate or an immediate family/household member of a control person or affiliate of a publicly traded company under SEC Rule 144? (This would include, but is not limited to, a director, 10% shareholder or policy-making officer).

□ Yes* □ No * If yes, complete the information below

Name of Company



Symbol

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information: Session: 🛛 Open 📋 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: New Business
 Accept as Information only Action - please describe:
Review/Approve the Transamerica and Valley Investment Solutions - Governmental Plan SSN
3. Supporting Materials □ Report □ Resolution □ Other: 1. Legal review of Governmental Plan 3.
2. Governmental Plan Documents 4.
Business Committee signature required
 4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted 5. Submission
Authorized Sponsor / Liaison: Larry Barton, Chief Financial Officer
Primary Requestor: Denise Vigue, Executive Assistant to the CFO 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:

Per the Law Office review this agreement required BC approval as it contains a 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:	Terry A. Cornelius	Use this number on future correspondence:
	Finance Department	2017-1511
FROM	: James R. Bittorf, Deputy Chief Counsel	
DATE:	February 5, 2018	<u>Purchasing Department Use</u> Contract Approved
RE:	Transamerica and Valley Investment Solutions- Governmental Plan SSN	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.)*
- ✓ Agreement requires Business Committee approval prior to execution because it contains a waiver of sovereign immunity. The SSN Account Form states that "all controversies that may arise . . . shall be determined by arbitration," and that "judgment upon any arbitration award may be entered in any court of competent jurisdiction." Similarly, section 8 of the Retirement Plan Services Agreement provides that "all controversies . . . shall be determined by arbitration," and that "judgment upon the award rendered may be entered in any court, state, or federal, having jurisdiction."

Public Pack	et		265 of 409
35206		**Broker Dealer and Advisor Use Only **Bundle ID	PNAF
Account is Owned or Control Account is Owned or Control O3J2S Rep Number Account Title	Alpha Rep Code Representative Nam	Inc of the Above ONEIDA NAT Short Name VAN STIPPEN SPLIT e Securities Serv Name of Broker Dealer TERRY A CORNELIUS TTEE	ices Network, LLC
Direct Sponsor / Outside Cus	stodian 🕅 Commission	Advisory Program Name (if applicable)	
Personal Accounts		Entity Accounts	
Individual Sole Proprietorship Joint Account With Rights Tenants in Common Community Property Tenants by Entirety Usufruct (Pershing only)	Custodial UGMA Guardian UTMA Conservator Estate Account Administrator (Pershing only) Personal Representative Executor		on prp C Corp iability Company prp C Corp Partnersh porate
Community Prop/w Rights Transfer On Death TOD - Individual TOD - Joint With Rights	Pershing only TOD - Tenants by Entirety TOD - Joint Ten com TOD - Comm. Prop. TOD - Comm. Prop. w/Rights TOD - Loint Leafauet	Third Party Custodian Pershing or Direct Sponsor/ Indicate whether the account is for a Plan or Participan under Plan Type below. Plan* Participan Plan Type (required) Non-ERISA ERISA Individual (k) 403(b) ERISA	t and provide the information
QualifiedAccounts IRA Education SEP IRA IRA Guard Roth IRA Roth Guard SIMPLE Health Save Direct Sponsor Only	dian dian	 → 403(b) NON - ERISA ↓ 401(a) ↓ 401(a) ↓ Money Purchase ↓ Flexible Target Bend ↓ Non-Standard Targe IF PLAN IS ERISA 	t Benefit (Pershing only)
529 Plan SIMPLE Minor IRA SIMPLE Minor Roth Trust Acc An account established for a plan	Part count could meet the definition of an Omnibus	 OPTION BELOW. Plan # 503 I provide service but not the plan Account. Please include the Omnibus Account Indemnification nitivities the status of annibus accounts in order to fulfill any short to fulfill any sh	itself, and Acknowledgement form

along with this New Account Application. The purpose of the form is to identify the status of omnibus accounts in order to fulfill any short term redemption fee requirements under a mutual fund prospectus and meet Rule 22c-2 communication requirements for mutual fund transactions. (Does not apply to Direct Sponsor Accounts)

Active Management

ACCOUNT STRATEGY (Information for your Broker/Dealer) (Check one)

Passive Management

- Buy & Hold (no active management)

Public Packet

266 of 409

				**Broker Dealer and Ad	lvisor Use Only			10
35206				**Bundle ID 203397	7928			
PRIMARY ACCOUNT	HOLDER INFO	RMATION						
Primary Account Holde	r Relationship							
Individual Owner	Minor	🗌 FBO	Estate	Limited Liability Compa	ny 🗌 Partne	rship	Non-Corporate	
□ Joint Holder*	Donor	Corporation	Trust	Sole Proprietorship	Investi	ment Club		
Personal Information	on or Informa	tion on Entity		*For Tenar	nts in Common i	ndicate this o	wher's share	
If Entity Indicate Type o		tion on Darry						
								٦
ONEIDA NATION	GOVERNN	IENTAL PLAN						
Last Name/Entity Name							Suffix	
First Name					_	MI		
SSN 396081138	3							
		and the second se	e of Birth/Plan					
Marital Status: Single	Married	Divorced Sepa	rated 🗌 W	idowed 🗌 Domestic Partner	Numbe	r of Depend	lents	
Gender: M F								
Legal Address (No P.O.	Boxes)	Same as Account Lev	vel					-
N7210 SEMINAF	RY ROAD							
Street (No PO Boxes)								
					-			\exists
Oneida				VVI	54155			
City				State	Zip Code			_
				United States				
Province				Country				_
Mailing Address (If diffe	erent from Legal A	Address)	ame as Legal					
N7210 SEMINAF	RY ROAD							٦.
Street								
								٦
								4
Oneida				WI	54155			
City				State	Zip Code			
920-496-7900								
Daytime Phone Number		Eveni	ng Phone Nur	nber				
E-mail Address				I do not want to provide	an email addre	ss for this a	iccount	
		Country	of Tax Resi	dence				i i
Driver's License Number	Stat	U.S	Others	(List)				
Citizenship or Countr								×
U.S Other (Li								
				2		PNAF 128-	809 (10/2017)	

P	Public Packet													267	7 of 4	09
3	5206							**Bundle .	203	3979	28					
	y Account H			mation -	Not Rec	quired fo	or Entit	ies								
	tion for Nor			_												
overnn] Perma	tion Status [nent ID - (ide nent Resident t Number		document	-		ence num	-	photograj				gn Nati	onal Id	lentity	Document	
ate of Is	suance			Exp	piration D	Date				Cou	ntry of B	irth				
mploy	ment Inform	ation														
l	Employed	🗌 Retire	d 🗌 Ui	nemployed	□ St	tudent/Mir	nor Child	П Но	memaker		Self-Empl	loyed				
upation																
ployer				_								_	_		_	
ddress										_			-	_		
City										State			Z	ip		
. []								_
annual in the	ce of Income	f Retired, U] Disability		d, Student		Child or H Inheritan		_ Countr ker	y [
🗆 Ir	nvestment] Pension	Socia	d Security		Unemplo	oyment	Other	(Specifiy	n 🗋						
ffiliati	ons and Ack	iowledgen	ients													
ffiliatio	or anyone v on with this Exchange or 1	oroker/dea	ler)				10 I.			- 21					ot includ	
	Check if sar	ne as emplo	yer													
ffiliated	Entity Name															
drace ()	lo P.O. Boxes)															
uress (ri	0 1.0. Doxes)													Г		
	City										State		Zi	р		
	Province								Country	/						
	hecked an emp priate parties to			ox above, I	certify, i	n accorda	nce with	current reg		-	ve receiv	ed appre	oval in	writing	g from the	
	a control pe y under SEC															ded
Yes*	No No	* If yes, con	plete the i	nformatior	1 below											
Name of	f Company												-	Symbo	I	



Public Packet			268 of 409
35206		**Bundle ID 20339	7928
SECONDARY ACCOUNT HOLDE	R		
Secondary Account Holder Relations			
Joint Holder*	Administrator	Guardian Sulard Ourser (Usufraet)	
Conservator	Trustee	Naked Owner (Usufruct)	Sole Proprietor
] FBO	Personal Rep	Dian Administrator	
Personal Information		*For Te	enants in Common indicate this owner's share
CORNELIUS			
ast Name or Entity Name			Suffix
TERRY			
First Name			A
SSN			
397-66-0639		9/1963	
		f Birth/Plan/Trust Date	
Aarital Status: 🗌 Single 🛛 🕅 Married Gender: 🕅 M 🗌 F	Divorced Separate	ed 🗌 Widowed 🗌 Domestic Partner	Number of Dependents
Legal Address (No P.O. Boxes)	Same as Account Leve	I	
N7210 SEMINARY ROAD)		
treet (No PO Boxes)			
Oneida		WI	54155
City		State	Zip Code
		United States	
Province		Country	
Mailing Address (If different from L	egal Address) 🕅 🕱 Sam	ie as Legal	
N7210 SEMINARY ROAD)		
Street			
Oneida		WI	54155
lity		State	Zip Code
Tester and a second			
920-496-7900			
Daytime Phone Number	Evening	Phone Number	
		I do not want to provid	e an email address for this account
-mail Address		,-	
	WI Country of T		
Driver's License Number S	itate	Others (List)	
Country of Citizenship/Organiza	tion		
U.S Others (List)			
	ь		
		4	PNAF 128-809 (10/2017)
— ÎN BRÎN MÎN ÎNÎ TUÂDUNÎ ÎN			FIGAT 120-009 (10/2017)

F	Public Packet			269 of 409
3	5206	**Bundle ID	203397928	
Second	ry Account Holder Personal Information - Not Require	d for Entities		
Inform	tion for Non-U.S. Citizens			
Immigra	ion Status 🗌 Resident Alien 🗌 Non-Resident Alien			
Governm	ent ID - (identification document must carry reference num	nber and photograph)		
	nent Resident ("Green") Card 🛛 🗌 Passport with U.S. Visa	Passport without U.	In and the second second second second	ational Identity Document
Documen	Number	Cou	ntry of Issuance	
Du et			0	
Date of I:	suance Expiration Date	N N	Country of Birth	
Employ	nent Information	¥		
	Employed 🗌 Retired 🗌 Unemployed 🗌 Student/N	dinor Child 🗌 Home	maker 🗌 Self-Employe	ed
Occupation	FINANCE		·	
Employer	ONEIDA NATION			
Address	N7210 SEMINARY ROAD			
City	Oneida		State WI	_{Zip} 54155
Province		Country	Inited States	
	ce of Income if Retired, Unemployed, Student/Minor Child or I limony 🔲 Disability 🔛 Household Income 🔲 Inherita			
	vestment 🗌 Pension 🗌 Social Security 🗌 Unempl	loyment 🗌 Other (Sp	ecifiy)	
-	ons and Acknowledgements			
affiliati 🗌 Stock	or anyone with a beneficial interest in this account emp on with this broker/dealer) Exchange or Member firm of an Exchange 🔲 FINRA or a m] Check if same as employer			
	Entity Name			
Address (N	P.O. Boxes)			
	City		State	Zip
	Province	Co	untry	
	necked an employment or affiliation box above, I certify, in accordance riate parties to establish this account.			proval in writing from the
	a control person or an affiliate or an immediate family/ y under SEC Rule 144? (This would include, but is not l			
Sec. Yes	No * If yes, complete the information below			
Name o	Company			Symbol
		5		PNAF 128-809 (10/2017)

	270 of 409
35206	**Bundle ID 203397928
USA Patriot Act Information	
s this a private banking account? 🗌 Yes 🛛 🏚	No
	or any combination of accounts) that requires a minimum aggregate deposit of funds or other assets of fit of one or more non-U.S. persons and is assigned to a bank employee who is a liaison between the financial
this an account for a foreign bank? 🗆 Yes*	No
	rganized under the laws of a foreign country, engages in the business of banking, is recognized as a bank by the of its principal operations, and receives deposits in the regular course of its business.
Broker/Dealer does not accept foreign bank accou roker/dealer.	unts. If this is a foreign bank account we respectfully request that you seek the services of another
fficial in a non-U.S. country, or (2) closely as	count either: (1) a senior military, governmental, or political ssociated with an immediate family member of such an official?
breign government, whether or not they are or were el	nt or former senior official in the executive, legislative, administrative, military, or judicial branches of a lected officials; a senior official of a major foreign political party; and a senior executive of a foreign nition also includes a corporation, business or other entity formed by or for the benefit of such an individual.
If yes, complete the information below:	
Jame of Official	Office Held Country
7210 SEMINARY ROAD	
7210 SEMINARY ROAD	
V7210 SEMINARY ROAD Irreet (No PO Boxes)	WI 54155
V7210 SEMINARY ROAD treet (No PO Boxes) Dneida	WI 54155 State Zip Code
I7210 SEMINARY ROAD reet (No PO Boxes) Dneida	State Zip Code
J7210 SEMINARY ROAD reet (No PO Boxes) Dneida ity failing Address (If different from Legal Address)	State Zip Code
V7210 SEMINARY ROAD Treet (No PO Boxes) Dneida ity failing Address (If different from Legal Address) V7210 SEMINARY ROAD	State Zip Code
17210 SEMINARY ROAD reet (No PO Boxes) Dineida ity Iailing Address (If different from Legal Address) 17210 SEMINARY ROAD reet	State Zip Code
V7210 SEMINARY ROAD Treet (No PO Boxes) Dneida ity failing Address (If different from Legal Address) V7210 SEMINARY ROAD treet Dneida	State Zip Code
I7210 SEMINARY ROAD reet (No PO Boxes) Dineida ity Iailing Address (If different from Legal Address) I7210 SEMINARY ROAD reet Dineida ity	State Zip Code
Account Level Legal Address V7210 SEMINARY ROAD Treet (No PO Boxes) Dineida ity Aniling Address (If different from Legal Address) V7210 SEMINARY ROAD Treet Dineida ity 920-496-7900 Daytime Phone Number	State Zip Code



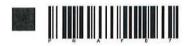


Trusted Contact Information

If we are unable to reach you for an extended period of time (but not fewer than 60 days) and/or we have concerns related to your account, you authorize us to contact the person listed below and to disclose information about you in order to confirm the specifics of your current contact information, health status, and the identity of any legal guardian, executor, trustee, or holder of a Power of Attorney.

Note: Your trusted contact must be 18 years of age or older and should not be a co-account owner. Listing a trusted contact does not in any way authorize that person to act on behalf of this account (for example, placing trades, requesting funds or acting as Power of Attorney).

First Name	Middle Name	Last Name
Address		
City	State Zip Code	Country
	Daytime	Evening Mobile
Phone Number		
Relationship to Primary Applican	t/Co-Account Owner	
Regulatory Trade Reporting	Information	
This account is for (required)		
A bank, savings and loan asso	ciation, insurance company or registered investment	company;
An Investment Advisor registe	red under Section 203 of the Investment Advisers Ac	t of 1940 or with a state securities commission;
Any other person (whether a n	atural person, corporation, partnership, trust or other	vise) with total assets of at least \$50 million;
None of the Above		
Large Trader ID Number (if appli	cable)* * A large trader is de	efined as a person whose transactions in NMS securities equal or exceed 2
	million shares or \$2	0 million during any calendar day, or 20 million shares or \$200 million during
	any calendar month.	
Government Entity Indicato	r	
s this an account for a gover		diction that applies: 🗌 Federal 🗌 State 📄 Local
Includes all state and local govern	ments, their agencies and instrumentalities, and all p	ublic pension plans and other collective government funds, including
participant directed plans such as	401(a), 403(b), and 457(b).	
Department of Labor Inforn	nation	
Is this an account for a union		
* If yes, complete the informat		
Name of Official	Office Held	



	272 of 409
35206	**Bundle 1D 203397928
urce of Initial Funds for this Account	
estment origin of the assets used to fund the account (S ou are transferring assets from another financial institution	
Income from Earnings Inheritance/Gift/Lottery	
Checking/Savings Are these funds a result of selling an investment v *1f yes complete the Proceeds from Sale of Invest	
Proceeds from Sale of Investment (select type of inve	estment(s) being liquidated/surrendered below)
Equity Index Annuity Fixed Annuity	Variable Annuity Variable Life Mutual Funds
Alternative Investment Stocks/Bonds/E Other	ETFs/Options 🗌 Unit Investment Trust
zistration of the account(s) being used to fund this account	(Required if Proceeds from Sale of Investment or Other is selected)
Non Qualified (e.g. Individual, Joint, Trust, etc.)	Traditional IRA Roth IRA
Employer Sponsored Plan Rollover	
ERISA	Non-ERISA
403(b) ERISA	Individual (k)
Defined Benefit Pension Plan	457(b)
401(k)	403(b) Non-ERISA
Profit Sharing	401(a)
Money Purchase	SIMPLE IRA
Other	SEP IRA



.

Public Packet				273 of 409
35206			r and Advisor U. 03397928	se Only
SUITABILITY Financial Situation and Tax Status - Your Broker/Dealer is r	equired by ir	ndustry regulations to r	equest this infor	nation. If more than one account holder,
rovide your combined information.	8 2		Federal	Tax Bracket
istimated Annual Income (From \$.00		and below
stimated Net Worth (Exclusive (primary residence)		.00	25%	to 27.5%
Stimated Liquid Net Worth Including cash and securities) \$ 0 nvestment Profile		.00	Over	27.5%
nvestment Objective. The attached Customer Agreement ontains descriptions for each investment objective presented below. Please review these descriptions prior to completing this		ment Purpose (Selec		
ection to ensure that the investment objective selection you make i ppropriate. If at any time you would like to revise your investment bjective or your current situation changes, please contact your	s	e for education rement Purposes	Generate	
Representative.				
Current Income Growth		e for short term goals	Other	
Balanced Maximum Growth Growth & Income				
nvestment Time Horizon: The total length of time that an inv ill expect to hold an investment portfolio as a whole, not for any o		Investment K	nowledge	Risk Tolerance
articular security or holding within a portfolio. The investment tin prizon is used to determine the income needs and desired risk toler	ne			
the investor, which is then used to aid in security selection.	ance	Limited		Moderately Conservative
Short (less than 5 years) Long (over 10 years)		Good		Moderate
Intermediate (5 - 10 years)		Excellent		Moderately Aggressive
ivestment Experience (indicate # of years)				Aggressive
30 0 0 0 Autual Funds Stocks Bonds Limited Partnerships	0 Variable A	nnuities Options		Speculative
.iquidity Needs - Please identify any recurring or one time event:	s the account	AND STORE CON	hereby all or a po	rtion of the investments in the account may
Recurring Expenses (Annually) \$.00		
Special Expenses (Future,				
non-recurring)		.00		
Special Expenses Timeframe (Indicate # of years)				
ssets Held Away - Provide total value of assets held away and p	percentages f	or each type of asset. T	otal of all percen	tages must equal 100%.
Fotal value of assets held away \$.00		
Stocks Options Bo	nds	Alternativ	e Investments	Foreign Currency
0				
%	ed Annuities	% Cash/Cast	% equivalents	All Others
%		%	%	%
7070			/ ⁷⁰	7g
		9		
- <u>111 main mittenikus kiiten</u>		221		PNAF 128-809 (10/2017)

-1	2.0
	35206

Account Servicing Options (Not required for Direct Sponsor Accounts)

Core Account Investment Vehicle

A core account investment vehicle will be used for settling transactions and holding cash/credit balances. By opening this account, I authorize you to invest my cash/credit balances into the Core Account Investment Vehicle identified in the Customer Agreement.

I understand that different core account investment vehicles may have different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection and I have considered these differences in authorizing the Core Account Investment Vehicle for my account. I acknowledge my receipt and review of the Customer Agreement and disclosure materials containing the general terms and conditions of the Core Account Investment Vehicle.

Service Instructions (if no option is selected, we will	II hold proceeds and	I hold income in	the core account	investment ve	chicle)		
Cash Proceeds (Select One) Hold and sweep to core account investment vehicle	Income	veep to core acc	ount investment ve	ehicle			
Remit proceeds to address of record			ecord (indicate fre	-	-		-
To reinvest dividends and/or capital gains submit a for a submit a for the submit and submit an		ment Form (D			red Repr		Semi-Monthly
Confirmations and Statements							
Electronic Delivery A paper surcharge applies to each brokerage account sta Individual, Joint, and Transfer on Death. You can sign Interested Parties (paper surcharge does not ap	up for e-delivery of	confirmations a	and statements by	going to <u>ww</u> y	v.myedoci		
	Statements	□ Both	to the Party Liste				
Name							
Street Address							
] [
City					State	Zip	
Name							
Street Address							
						1	
City					State	Zip	



275 of 409

352	206

**Broker Dealer and Advisor Use Only

**Bundle ID 203397928

Customer Agreement/IRS Certification and Signature

To My Broker/Dealer ("You"):

The following representations and acknowledgements apply to all signers on the account.

I am at least 18 years of age and of full legal age in the state in which I reside and I am authorized to enter into this agreement. I hereby acknowledge that I have received and read the Customer Agreement and agree to be bound by such terms and conditions as are currently in effect and as may be amended from time to time with or without notice to me. I acknowledge and understand that I can obtain a copy of the current Customer Agreement governing my account by contacting my Registered Representative or by contacting You directly. I further acknowledge receipt of Your Privacy Notice. I understand that upon issuers request and in accordance with applicable rules and regulations, You will disclose my name to issuers of any securities held in my account so I might receive any important information regarding them, unless I do not consent to disclosure, and I will notify You in writing if I do not consent. (I may not be able to object to this disclosure for certain securities issued by Investment Companies that are registered under the Investment Company Act of 1940, or as required by law.) If I have not checked the box for Affiliations, I represent and warrant that I, or anyone with a beneficial interest in this account, am not affiliated with or employed by a stock exchange or a broker/dealer or I am not a control person or affiliate of a public company under SEC Rule 144 (such as a director, 10% shareholder, or a policy-making officer), or an immediate family or household member of such a person. I understand that telephone calls to You may be recorded and I hereby consent to such recording. Reports of executions of orders and statements of my account shall be conclusive if not objected to in writing within five (5) days and ten (10) days, respectively, after transmitted to me by mail or otherwise.

USA Patriot Act Information - I further certify that (i) this account is not a "private banking account" as defined under the USA Patriot Act, (ii) this account is not for a "foreign bank" as defined under the USA PATRIOT Act; and (iii) neither I, nor anyone with an interest in this account is either a (1) senior military, governmental or political official in a non-U.S. Country or (2) closely associated with an immediate family member of such an official.

By opening this account, I authorize you to invest my cash/credit balances into the Core Account Investment Vehicle identified in the Customer Agreement. I understand that different core account investment vehicles may have a different rate of return, eligibility criteria, features (such as FDIC insurance or SIPC protection) and other differing terms and conditions. I acknowledge my receipt and review of the Customer Agreement and disclosure materials containing the general terms and conditions of the Core Account Investment Vehicle.

I certify that the client information provided on this form, including any supplemental Primary or Secondary Account Holder or Account Servicing Option page, and any other applicable form whether or not attached hereto or completed separately in connection with this account, is accurate and I am aware that the information is relied on by my representative in servicing my account. If I experience a material change in financial circumstances or investment objectives, I will notify my representative immediately in writing.

I understand that if I am establishing a brokerage account with this application, Pershing LLC will provide account custody and clearing services.

IRS CERTIFICATION: Applies to: (i) the Primary Account Holder, (ii) any Third Party Retirement Trustee or Custodian of a tax deferred Retirement Account executing this document in connection with a retirement plan trust or custodial account (whether signing as Primary or Secondary Account Holder).

If I am a U.S. person, I certify under penalties of perjury that I am a U.S. citizen, U.S. resident alien or other U.S. person (as defined in the instructions to IRS Form W-9), and that the Social Security or Taxpayer Identification Number that I provided on this application is correct (or I am waiting for a number to be issued to me); and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding for failure to report all dividend and interest income; or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. citizen or other U.S. person, including a U.S. resident alien.

If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must check this box to indicate that you do not certify item 2 above.

I am not a U.S. citizen, U.S. resident alien or other U.S. person and am submitting the applicable Form W-8 with this form to certify my foreign status and, if applicable, claim tax treaty benefits. To obtain a Form W-8BEN, please consult your tax advisor or go to the IRS web site at <u>http://www.irs.gov.</u>

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.







**Broker Dealer and Advisor Use Only

**Bundle ID 203397928

PRE-DISPUTE ARBITRATION

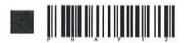
I UNDERSTAND THE CUSTOMER AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH CAN BE FOUND ON PAGE 9. I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE PRE-DISPUTE ARBITRATION CLAUSE AND AGREE TO RESOLVE ANY DISPUTES ARISING OUT OF MY ACCOUNT BY ARBITRATION.

Primary Account Holder Name (Printed)	Primary Account Holder Signature	Signature Dates (mm/dd/yyyy)
TERRY A CORNELIUS	3	
Account Holder #2 Name (Printed)	Account Holder #2 Signature	
Account Holder #3 Name (Printed)	Account Holder #3 Signature	
Account Holder #4 Name (Printed)	Account Holder #4 Signature	
Account Holder #5 Name (Printed)	Account Holder #5 Signature	
Account Holder #6 Name (Printed)	Account Holder #6 Signature	

REPRESENTATIVE AND PRINCIPAL SIGNATURE

The Registered Representative and Principal whose signatures appear below acknowledge that they have reviewed the document for completeness, accuracy, suitability and disclosures. In addition, the Representative attests that the account owner has been provided with the most current version of the Customer Agreement as acknowledged by the account owner's signature on this application.

Registered Representative Name (Printed)	Registered Representative Signature	Date
CHERRY/ VAN STIPPEN SPLIT		
Principal Name (Printed)	Principal Approval	



277 of 409



SSN Account Form



SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

In consideration of SSN agreeing to act as broker for me in the purchase and sale of securities or other property, I agree to the terms and conditions contained in this Agreement. Throughout this Agreement, "I", "me", "we", "myself", "our" and "us" refer to the client and all others who are legally obligated on this account.

MY REPRESENTATIONS:

(a) I verify that I have reached the age of majority in the state in which I reside. I further verify that I am not an employee of any exchange, a member of any exchange, the Financial Industry Regulatory Authority ("FINRA") or a bank, trust company or insurance company unless I notify SSN in writing of such employment. (b) I verify that all of the information in this document is a true and correct representation of my current financial situation, tax status, investment objectives, investment experience, risk tolerance and investing time horizon. (c) I understand securities contain risks and that many variables including, but not limited to, market and economic fluctuations may have a substantial negative effect on the value of my securities positions. Furthermore, I represent to SSN that I am willing to assume these risks and am financially able to bear these risks. (d) I hereby agree to inform SSN promptly of any material change in the information provided on this form, including, but not limited to, my financial situation, tax status, investment objectives, investment experience, risk tolerance and investing time horizon. I realize that my failure to do so promptly may lead to unnecessary and/or unwarranted investment risk for which I would be solely responsible. I understand that, in any case, this form must be updated no less than once every three (3) years. (e) I understand that SSN does not provide tax, legal or investment advice. (f) I understand that, for our mutual protection, SSN may record telephone calls between its employees and clients like me. I hereby grant permission to SSN to record such calls. (g) No one except me has an interest in any of my accounts with SSN unless such interest is revealed in the title of such account. In any case, I certify that I have the interest indicated in such title. (h) I understand my Registered Representative (hereinafter referred to as "Representative"), who is listed on this SSN Account Form, has engaged SSN solely to make offers to buy or sell securities and Representative has no express, implied or apparent authority to contract on behalf of SSN. (i) I hereby acknowledge that the details of SSN's Strategic Conference Program have been fully disclosed to me. I understand that this Program involves the payment of fees to SSN by various product providers in exchange for marketing support and greater access to registered representatives. I understand that such payments may create a conflict of interest. I am aware that I can review the current details of the program via the Internet at the following address: http://www.ssnetwork.com/corporate/pr/scp.aspx.

GENERAL PROVISIONS:

(a) Any sale, purchase or cancellation authorized hereby may be made according to SSN's judgment and at SSN's discretion on the exchange or other market where such business is then usually transacted without any notice, prior tender, demand or call, and SSN may purchase the whole or any part of such securities free from any right of redemption, and I shall remain liable for any deficiency. It is further understood that any notice, prior tender, demand or call from SSN shall not be considered a waiver of any provision of this Agreement. (b) I warrant the Representative will only be empowered to place an order for my account upon my direction or the direction of my authorized delegate, who shall not be an SSN Representative, unless I have signed an Investment Advisor Agreement, Trading Authorization Form or document of similar content giving the Representative specific authority. (c) Before any securities order is placed, I, or my authorized delegate, will review my financial condition and objective(s) shown on this form. Should an order be placed for a security in a greater relative risk category than I marked on this form, please accept such order as an amendment of my objectives. (d) SSN shall not be liable to me for any losses caused directly or indirectly by war, natural disasters, government restrictions, securities exchange or market rulings or other conditions beyond SSN's control, including, but not limited to, extreme market volatility or trading volumes.

FAILURE TO PAY OR DELIVER:

Whenever I do not, on or before the settlement date, pay in full for any security purchased for my account, or deliver any security sold for such account, SSN is authorized, until payment or delivery is made in full, to (a) pledge, re-pledge, hypothecate, or re-hypothecate, without notice, any and all securities that SSN may hold for me (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in SSN's possession and control for delivery a like amount of similar securities, and/or (b) to sell any or all securities that SSN may hold for me (either individually or jointly with others), or to buy in any or all securities required to make delivery for my account.

PROVISIONS FOR JOINT & TENANTS IN COMMON ACCOUNTS:

(a) If this is a joint account, unless we notify SSN otherwise by striking this paragraph (a) and provide such documentation as SSN requires, SSN may presume that it is the express intention of us to create an account with rights of survivorship or an estate account and not as tenants-in-common. In the event of the death of either of us, the entire interest in the joint account shall be vested in the survivor(s) on the same terms and conditions as theretofore held, without, in any manner, releasing the decedent's estate from any liabilities that may exist. (b) Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on the others behalf and to make all representations in all respects in connection with the account and/or this Agreement. SSN shall be fully protected in acting, but shall not be required to act upon the instructions of either account owner. (c) If this is a tenants-in-common account and we fail to specify the ownership rights of each tenant-in-common, SSN may presume that the assets are owned in equal shares by the tenants-in-common. Any fractional interest that can not be equally divided by the tenants-in-common shall be deemed the property of the first tenant-in-common listed on this form. (d) We agree that notice or delivery to any account owner shall be deemed notice or delivery to any account owner shall be devended wereally liable for this account and y costs, charges, losses or fees related hereto.

COMMUNICATIONS:

Communications may be sent to me at the address on the first page of this form or at any other address I may hereafter give SSN in writing. All communications so sent shall be deemed delivered to me whether actually received or not and I agree to waive claims resulting from failure to receive such communications. Confirmations of transactions and account statements shall be conclusive if not objected to in writing within five (5) and ten (10) days respectively after transmitted. I agree to deliver any written objection by registered mail, return receipt requested, or telegram to SSN's home office in Knoxville, Tennessee.

PREVENTION OF FRAUD:

I hereby agree to take responsibility for preventing unauthorized acts within my control by adhering to all of the following:

- I will only make payment payable to one of the following parties: a mutual fund or variable product sponsor as instructed in the Prospectus and/or Offering Memorandum ("Offering Document"); a partnership's escrow agent or to the partnership as instructed in the Offering Document; or SSN's clearing firm.
- I will demand and obtain from Representative the current Offering Document which fully describes the investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue.
- I will carefully review each applicable Offering Document and I agree to be bound by the information contained therein.
- I agree to only pay for a security by utilizing a traceable instrument (i.e., personal check) and will never pay cash, use a cashier's check, bank check, money order or traveler's check or use a similar instrument or mode of payment for deposit in my account. In addition, I agree to avoid structuring deposits in order to avoid triggering anti-money laundering policies or regulations.
- When purchasing or selling securities, I will not rely upon any information, including but not limited to statements, forecasts, predictions and projections which are not contained in the applicable Offering Document. I will, however, review the SEC created educational materials provided to me by SSN or Representative. I will not rely upon comparisons between securities or with market indexes of any kind nor shall I rely upon guarantees of future value or price of any security.
- I understand when purchasing an interest in a partnership or mutual fund it is normally advisable to take advantage of any available quantity discount privilege (i.e., breakpoint level) as discussed in the applicable Offering Document, although doing so may limit my portfolio diversification.
- I will never make payment payable to a Representative or an entity in which the Representative may gain access to my funds.
- I will not lend to or borrow from Representative monies or securities and I specifically will not authorize or permit Representative to act as personal custodian of my securities, stock powers, monies or any other personal or real property which I may have any interest.
- I will not obtain credit or otherwise borrow money to purchase securities through SSN (except through a margin account at SSN's clearing firm) but if I do, I understand this is without the authority of SSN and I will hold SSN harmless for any loss that may occur.
- Pursuant to the purchase or sale of securities in my account, I will not compensate anyone other than SSN.
- I will not accept any commission rebate or any other inducement with respect to my purchase or sale of securities. When purchasing or selling securities, I will not be induced by a pending dividend.
- I will not enter into an understanding whereby I agree to buy or sell securities to the Representative.
- I am aware that it is rarely advisable for me to switch from one variable productor mutual fund to another, especially where I will incur an additional up-front or contingent sales charge for such transaction. However, if I choose to do so, I agree that I shall bear all charges and cost associated with the exchange.
- · I agree not to sign account-related documents in blank.

278 of 409

SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

OUTSIDE BUSINESS ACTIVITIES OF REPRESENTATIVE:

I understand Representative might offer non-securities products and services. I also understand all non-securities products and services are offered outside Representative's relationship with SSN. I shall hold SSN harmless for any loss I may incur associated with such non-securities products or services. I further understand that, by way of example, SSN is disinterested and neither approves or disapproves of the following non-securities products and services: insurance; investment advisory services; real estate brokerage; mortgage brokerage; law; accounting; tax, estate, business or financial planning; pension administration or consulting; numismatics; commodities; precious gems or metals; tax preparation; or any other non-securities products and/or services. For purposes of this section, non-securities shall include products or services labeled or designated as a non-security, but that are later determined to be a security by a court or regulatory agency. I agree not to enter into any other business relationship with Representative including, but not limited to, helping to capitalize or finance any business of Representative. In the event I do enter into any other business relationship with the Representative, I shall hold SSN harmless for any loss that may occur.

FEES & CHARGES:

I understand that SSN may charge commissions and other fees for execution of transactions to purchase and sell securities or other property, and I agree to pay such commissions and fees at SSN's then prevailing rate. I understand that service charges, IRA maintenance fees, inactive account fees, account closing fees and late charges may be imposed in certain circumstances. I also understand that SSN's commission and fee rates may be changed from time-to-time without notice to me and I agree to be bound thereby. I understand that my account may be custodied at a clearing firm, such as Pershing, LLC ("Pershing") or National Financial Services, LLC ("NFS"), an outside custodian, such as Fiserv ISS, or directly at the product sponsor. I agree to be bound by the policies, procedures, fees and charges assessed by such clearing firm or custodian.

SALES ORDERS, DELIVERIES AND SETTLEMENT:

Any sale order placed by me shall include an implied representation on my part that I own the security, and if the security is not in my SSN account at the time of the contract for sale, I agree to deliver the security to SSN by settlement date. In case of non-delivery of the security, SSN is authorized to purchase the security to cover my position and retain any gain or charge any loss, commission and fees to my account. I agree that if SSN fails to receive payment for securities purchased by me, SSN may, without prior demand or notice to me, sell securities held in any of my SSN accounts and charge any remaining loss resulting therefrom to any of my SSN accounts.

SECURITY INTEREST:

As security for payment of all liabilities I may have to SSN now or in the future, I grant SSN a security interest in any and all securities or other property belonging to me or in which I may have an interest, held by SSN or custodied in any of my SSN accounts, whether individual or multiple owner accounts. All securities held in my account shall be subject to such security interest as collateral for the discharge of my obligations to SSN, wherever or however arising, and without regard to whether or not SSN or any other entity has made loans with respect to such securities. In enforcing such security interest, you shall have the discretion to determine which securities or other property is to be sold and the order in which they are sold and shall have all rights and remedies available to a secure party under the Tennessee Uniform Commercial Code.

RESTRICTIONS ON TRADING:

SSN may, for any reason it may deem necessary for its own protection and without prior notice: (a) prohibit or restrict trading of securities or substitution of securities in any of my accounts, (b) cancel any outstanding orders, (c) refuse to process journals between accounts, (d) close out any outstanding commitment made on my behalf and/or close my account.

PRIVACY POLICY:

I hereby acknowledge my understanding of SSN's privacy policy as described below:

In the servicing of my account, SSN may receive non-public personal information about me from the following sources:

- Information SSN receives from me on applications, account opening documents or other forms;
- · Information about my transactions with SSN or others;
- · Information SSN receives from a consumer reporting agency; and
- From other sources with my consent or with the consent of my Representative.

SSN will not disclose any non-public personal information about me to anyone, except as permitted or required by law. Such disclosure may include the following:

- Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on my behalf);
- Third parties (for example, a credit reporting agency) for purposes of identifying a customer's identity in accordance with federal law (see Customer Identification Section).
- If the representative servicing your account leaves us to join another brokerdealer, the representative is permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share such information with his new firm to utilize the service of your account. You may opt-out of this disclosure by notifying your representative at the time of account opening.
- SSN also considers privacy, security and service to be just as critical in the
 online environment as in the rest of our operation. As a result, we have
 encryption, firewall and password protections in place. SSN restricts access
 to your personal and account information to those of its employees who need
 to know that information to provide products or services to you. SSN
 maintains physical, electronic, and procedural safeguards to gaurd your
 nonpublic personal information.

CUSTOMER IDENTIFICATION:

Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. I understand that when I open an account, SSN will ask for my name, address, date of birth and other information that will allow SSN to identify me. SSN may also ask to see my driver's license or other Government issued identification documents. SSN may share information obtained from me with third parties to verify my identity, in compliance with this federal law. I hereby consent to the sharing of this information for this purpose.

SSN'S BUSINESS CONTINUITY PLANNING:

SSN has developed a Business Continuity Plan. If, after reading the following, I have questions about SSN's Business Continuity Plan, I can contact SSN at (800) 264-5499. Otherwise, I acknowledge that I have read and understand the following information concerning SSN's Business Continuity Plan: Significant business disruptions can vary in their scope and severity. In a disruption to only SSN or a building housing SSN, SSN will transfer operations to a local site. SSN would expect to recover and resume business within one (1) to five (5) business days. In a disruption affecting SSN's business district, city, or region, SSN will transfer operations to a site outside of the affected area, and recover and resume business within five (5) to fifteen (15) business days. In either situation, SSN plans to continue in business, transfer operations to SSN's clearing firm if necessary, and notify me through SSN's web site (http://www.ssnetwork.com/) and/or the Representatives, how to conduct business with SSN. If the significant business disruption is so severe that it prevents SSN from remaining in business, SSN will assure prompt access to my funds and securities. SSN's business continuity plan is designed to permit it to resume operations as guickly as possible. SSN's business continuity plan addresses: safeguarding employees and property; protecting the firm's books and records; making a financial and operational assessment; data back up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, registered representatives and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring customers prompt access to their funds and securities if SSN is unable to continue business. If after a significant business disruption I cannot contact SSN at (800) 264-5499, I shall call SSN's alternative telephone number (865) 777-4677, visit http://www.ssnetwork.com/, or write SSN at P. O. Box 30977, Knoxville, TN 37930-0977. If I cannot access SSN through those means, I shall contact the appropriate clearing firm or product sponsor for assistance with access to my assets, processing deposits of funds or securities and processing other transactions. The contact information for the clearing firms is as follows: (a) NFS may be reached at (617) 563-5977, (b) Pershing may be reached at (201) 413-3635. Contact information for other product sponsors may be found on account statements provided by these sponsors. SSN's clearing firms back up SSN's important records in a geographically separate location. SSN has been advised by the clearing firms that their objective is to restore their own operations and be able to complete existing transactions and accept new transactions and payments within a reasonable time frame should there be an interruption in their business. Client orders and requests for funds and securities could be delayed during this period.

SSN Account Form

SECURITIES SERVICE NETWORK, LLC. CLIENT AGREEMENT

AGREEMENT TO ARBITRATE CONTROVERSIES: This Agreement contains a predispute arbitration clause. By signing an arbitration Agreement the parties agree as follows: (a) All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited. (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration then in court proceedings, (d) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date. (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court. (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agree ment. I agree that all controversies that may arise between us concerning any transaction or the construction, performance or breach of this Agreement between us whether entered into before, on or after the date hereof, shall be determined by arbitration. Any arbitration shall be conducted before and held in accordance with the rules, then applying, of the FINRA. I understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein. No Person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; or (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

APPLICABLE REGULATIONS AND GOVERNING LAW:

All transactions for my account shall be subject to the regulations of all applicable federal, state, and regulatory agencies, including but not limited to, the Securities and Exchange Commission and FINRA. This Agreement and its enforcement shall be governed by the laws of the State of Tennessee, shall cover collectively all accounts which I may open or reopen with SSN, and shall inure to the benefit of SSN's successors, whether by merger, consolidation or otherwise, and assigns, and SSN may transfer the account(s) to said successor or assigns. This Agreement shall be binding upon my heirs, executors, administrators, successors and assigns.

SEVERABILITY:

If any provision of this Agreement is adjudged inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant rule or regulation. All other provisions of this Agreement will remain in full force and effect.

SUCCESSORS:

This Agreement and its provisions shall be continuous, and shall inure to the benefit of SSN, and any successor organization or assigns, and shall be binding upon me and/or my estate, executors, administrators and assigns.

NOTICES TO CUSTOMERS:

If any of the information on this form is inaccurate or out of date, indicate the changes on the form or on a separate piece of paper. Please date and initial any changes to the form and return to SSN at 9729 Cogdill Road, Suite 301, Knoxville, TN 37932. If you should wish to file an investment related complaint, please notify SSN in writing at Compliance Department, 9729 Cogdill Road, Suite 301, Knoxville, ville, TN 37932, (865)777-4677.

PAYMENT FOR ORDER ROUTING AND ACCOUNT TRANSFERS:

SSN does not receive payment for order routing. If your account transfers to SSN via the ACAT process, SSN may receive payment from its clearing firm, Pershing, LLC or National Financial Services, LLC. All, or a portion, of this fee may be credited to your account, paid to your registered representative, or retained by SSN.

BROKERAGE SWEEP ACCOUNT:

If you maintain a brokerage account, then your account includes a sweep account that is used for settling transactions and holding credit balances. The sweep account consists of sweep options, which may include money market mutual funds as well as bank deposit products. Different core account investment vehicles may have different levels of risk, different rates of return and different terms and conditions, such as FDIC insurance or SIPC protection. If you do not select a core account investment vehicle, we may not consider these differences when selecting a default core account investment vehicle for you. You authorize and consent to SSN and/ or its agent changing your sweep account investment vehicle at its discretion, at any time and for any reason to another money market mutual fund, a free credit balance position, or another cash investment vehicle, if available. You agree to hold SSN, our agents and the applicable clearing firm, harmless for any actions taken in connection with or resulting from changing your sweep account investment vehicle, including but not limited to, any changes in the rate of return offered by the alternative sweep account investment vehicle that we select for you.

Schedule of Fees for Accounts Held at Pershing

The listed fees do not include commissions, markups, commission equivalents or advisory fees. Some of these fees may not apply to all account types. Some of these fees may be waived under certain conditions.

Account or Service	Fee Amount	Frequency
Annual Inactive Account Fee		Annual
Charge on accounts that do not meet minimum activity criteria	\$50	
Full Transfer Delivery	\$150	At Occurrence
Mailgram	\$15	Per Occurrence
Interest Charged on Margin Debit Balances	PBLR + 3% - 1%	Monthly
IRA Maintenance Fee	\$40 - \$50	Annual
Retirement Account Termination Fee	\$75	At Account Closure
Corestone Check Writing	\$0 - \$150	Annual
Checkbook Reorder	\$0 - \$12.50	Per Reorder
Corestone Stop Payment	\$25	Per Occurrence
Corestone Return Check	\$25	Per Occurrence
Federal Funds Wire	\$25	Per Occurrence
Overnight Check	\$12	Per Occurrence
Incoming Returned Check	\$60	Per Occurrence
Outgoing Check Stop Payment	\$25	Per Occurrence
Equity Dividend Reinvestment	\$1	Per Occurrence
Annual Custody and Valuation Fee:		Per Position
Registered Position	\$35	Max Annual Fee of \$500
Unregistered Position	\$125	
Transfer/Re-registration Fee	\$100	Per Position Each Occurrence
Periodic Mutual Fund Purchase/Liquidation	\$0 - \$3.50	Per Position Each Occurrence
Legal Stock Transfer	\$65	Per Position Each Deposit
Re-titling a deposited certificate to match the account's registration		
Legal Stock Return	\$70	Per Position Each Deposit
Return of a deposit certificate that is not in good order		
Transfer and Ship:		Per Position Each Delivery
DRS Statement	\$20	
Certificate	\$235	
Safekeeping	\$10	Per Certificate Each Month
Storage of physical certificates that cannot be registered in street name		
Physical Reorganization	\$50	Per Position Each Deposit
Updating a deposited certificate after a mandatory corporate reorganization event		

November 2015

Public Packet

281 of 409



9729 Cogdill Road, Suite 301 Kno

Knoxville, TN 37932

Member FINRA/SIPC

(800) 264-5499

www.joinssn.com

Securities Service Network, Inc. Privacy Policy

Date: May 2016

Your Investment Representative works in conjunction with Securities Service Network Inc. Securities Service Network, Inc. (hereinafter referred to as SSN) is a Broker/Dealer registered with the Financial Industry Regulatory Authority, Inc. (hereinafter referred to as "FINRA"); SSN Advisory, Inc. (hereinafter referred to as SSNAI), is a Registered Investment Advisor registered with the Securities Exchange Commission. SSN and SSNAI (hereinafter referred to as "TINRA"); SSN Advisory, Inc. (hereinafter referred to as SSNAI), is a Registered Investment Advisor registered with the Securities Exchange Commission. SSN and SSNAI (hereinafter referred to as "TINRA"); or "SSN") are under common control. The Firm is required to communicate its policies related to the privacy of customer information. We are proud of our privacy practices and procedures and we want you to know how we work with your representative to protect your information to service your account.

The policy outlined below also includes several important disclosures. If your investment representative leaves SSN to join another brokerage firm, they are permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share the information with their new firm to properly service your account.

If you would like your representative to retain your information so that they can continue to service your account in the event that they leave SSN, <u>DO NOT RESPOND TO THIS NOTIFICATION</u>.

If, however, you do not want your representative to retain this information in the event that they leave SSN, you must complete the opt-out form that is included at the end of this notice. This form should be completed in its entirety or the Firm will be unable to process your request.

In order to facilitate the servicing of your account, The Firm may receive nonpublic personal information about you from the following sources: (1) Information we receive from you on applications, account opening documents or other forms; (2) Information about your transactions with others, or us; (3) Information we receive from a consumer reporting agency; and (4) From other sources with your consent or with the consent of your registered representative.

We do not disclose any nonpublic personal information about you or anyone, except as permitted by law. Such disclosure may include the following: (1) Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on your behalf; (2) Nonaffiliated service providers; (3) Government agencies and law enforcement officials (for example, for tax reporting or under a court order); and(4) Other organizations, with your consent or as directed by your registered representative (for example, your accountant or attorney's firm for tax preparation or estate planning).

The Firm also considers privacy, security and service to be just as critical in the online environment as in the rest of our operation. As a result, we have encryption, firewall and password protections in place. The Firm restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. The Firm maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

We will continue to adhere to the privacy policies and practices as described in this notice if you decide to close your account(s), or become an inactive customer. If you have any questions concerning The Firm's privacy policy and procedures, please feel free to contact us at 800-264-5499.

Other Disclosures

Information regarding your registered representative may be obtained from the FINRA BrokerCheck® program online at <u>www.finra.org</u>, or by calling 800/289-9999. An investor brochure that includes information describing FINRA BrokerCheck® is available by calling 800/289-9999.

SSN is a member of the Securities Investor Protection Corporation (hereInafter referred to as "SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at 202/371-8300, or by visiting the SIPC website at <u>www.sipc.org</u>.

If you are a client of SSN Advisory, Inc., and would like to receive a free copy of SSNAI's Form ADV Part II, please contact the office of your Investment Advisor Representative or SSNAI at (800) 264-5499.

Q: What do I do If I want my representative to retain my Information so that they can continue to service my account in the event that they leave SSN?	Q: What do I do if I d the event that the		entative to	retain my information in
		30-0977. This form sho	and return it to the Firm at P. O. Box 30977, a should be completed in its entirety or The request.	
	N7210 SEMIN	ARY ROAD	ONEIDAN	ATION GOVERNMENTAL PLAN
	FIRST NAME	MIDDLE INITIAL	LAST NA	
	Oneida		WI	54155
	LEGAL STREET ADDR	RESS	LAST 4 C	OF SOCIAL SEC NUM
	CITY		STATE	ZIP CODE

Schedule of Fees for Accounts Held at Pershing

The listed fees do not include commissions, markups, commission equivalents or advisory fees. Some of these fees may not apply to all account types. Some of these fees may be waived under certain conditions.

Account or Service	Fee Amount	Frequency
Annual Inactive Account Fee		Annual
Charge on accounts that do not meet minimum activity criteria	\$50	
Full Transfer Delivery	\$150	At Occurrence
Mailgram	\$15	Per Occurrence
nterest Charged on Margin Debit Balances	PBLR + 3% - 1%	Monthly
RA Maintenance Fee	\$40 - \$50	Annual
Retirement Account Termination Fee	\$75	At Account Closure
Corestone Check Writing	\$0 - \$150	Annual
Checkbook Reorder	\$0 - \$12.50	Per Reorder
Corestone Stop Payment	\$25	Per Occurrence
Corestone Return Check	\$25	Per Occurrence
Federal Funds Wire	\$25	Per Occurrence
Overnight Check	\$12	Per Occurrence
Incoming Returned Check	\$60	Per Occurrence
Outgoing Check Stop Payment	\$25	Per Occurrence
Equity Dividend Reinvestment	\$1	Per Occurrence
Annual Custody and Valuation Fee: Registered Position Unregistered Position	\$35 \$125	Per Position Max Annual Fee of \$500
Transfer/Re-registration Fee	\$100	Per Position Each Occurrence
Periodic Mutual Fund Purchase/Liquidation	\$0 - \$3.50	Per Position Each Occurrence
Legal Stock Transfer Re-titling a deposited certificate to match the account's registration	\$65	Per Position Each Deposit
Legal Stock Return Return of a deposit certificate that is not in good order	\$70	Per Position Each Deposit
Transfer and Ship: DRS Statement Certificate	\$20 \$235	Per Position Each Delivery
Safekeeping Storage of physical certificates that cannot be registered in street name	\$10	Per Certificate Each Month
Physical Reorganization Updating a deposited certificate after a mandatory corporate reorganization event	\$50	Per Position Each Deposit

November 2015

283 of 409



MEMBER FINRA/SIPC

SECURITIES SERVICE NETWORK, INC.

9729 Cogdill Road, Suite 301 • Knoxville, TN 37932 PHONE (800) 264-5499 FAX (865) 777-4681 WEBSITE SSNetwork.com

Securities Service Network, Inc. Privacy Policy

Date: May 2016

Your Investment Representative works in conjunction with Securities Service Network Inc. Securities Service Network, Inc. (hereinafter referred to as SSN) is a Broker/Dealer registered with the Financial Industry Regulatory Authority, Inc. (hereinafter referred to as "FINRA"); SSN Advisory, Inc. (hereinafter referred to as SSNAI), is a Registered Investment Advisor registered with the Securities Exchange Commission. SSN and SSNAI (hereinafter referred to as "The Firm" or "SSN") are under common control. The Firm is required to communicate its policies related to the privacy of customer information. We are proud of our privacy practices and procedures and we want you to know how we work with your representative to protect your information and use your information to service your account.

The policy outlined below also includes several important disclosures. If your investment representative leaves SSN to join another brokerage firm, they are permitted to retain copies of your information so that they may continue to service your account. The representative is still required to keep your information confidential and may only share the information with their new firm to properly service your account.

If you would like your representative to retain your information so that they can continue to service your account in the event that they leave SSN, <u>DO</u> NOT RESPOND TO THIS NOTIFICATION.

If, however, you do not want your representative to retain this information in the event that they leave SSN, you must complete the opt-out form that is included at the end of this notice. This form should be completed in its entirety or the Firm will be unable to process your request.

In order to facilitate the servicing of your account, The Firm may receive nonpublic personal information about you from the following sources: (1) Information we receive from you on applications, account opening documents or other forms; (2) Information about your transactions with others, or us; (3) Information we receive from a consumer reporting agency; and (4) From other sources with your consent or with the consent of your registered representative.

We do not disclose any nonpublic personal information about you or anyone, except as permitted by law. Such disclosure may include the following: (1) Affiliates, including affiliated service providers (for example, insurance agencies for processing of insurance applications on your behalf; (2) Non-affiliated service providers; (3) Government agencies and law enforcement officials (for example, for tax reporting or under a court order); and(4) Other organizations, with your consent or as directed by your registered representative (for example, your accountant or attorney's firm for tax preparation or estate planning).

The Firm also considers privacy, security and service to be just as critical in the online environment as in the rest of our operation. As a result, we have encryption, firewall and password protections in place. The Firm restricts access to your personal and account information to those of its employees who need to know that information to provide products or services to you. The Firm maintains physical, electronic, and procedural safeguards to guard your nonpublic personal information.

We will continue to adhere to the privacy policies and practices as described in this notice if you decide to close your account(s), or become an inactive customer. If you have any questions concerning The Firm's privacy policy and procedures, please feel free to contact us at 800-264-5499.

Other Disclosures

Information regarding your registered representative may be obtained from the FINRA BrokerCheck® program online at <u>www.finra.org</u>, or by calling 800/289-9999. An investor brochure that includes information describing FINRA BrokerCheck® is available by calling 800/289-9999.

SSN is a member of the Securities Investor Protection Corporation (hereinafter referred to as "SIPC"). You may obtain information about SIPC, including the SIPC brochure, by contacting SIPC at 202/371-8300, or by visiting the SIPC website at <u>www.sipc.org</u>.

If you are a client of SSN Advisory, Inc., and would like to receive a free copy of SSNAI's Form ADV Part II, please contact the office of your Investment Advisor Representative or SSNAI at (800) 264-5499.

 Q: What do I do if I want my representative to retain my information so that they can continue to service my account in the event that they leave SSN? A: Do not respond to this notification. 	 Q: What do I do if I do not want my representative to retain my information in the event that they leave SSN? A: Complete the opt-out form below and return it to the Firm at P. O. Box 30977, Knoxville, TN 37930-0977. This form should be completed in its entirety or The Firm will be unable to process your request. 		
	FIRST NAME	MIDDLE INITIAL	LAST NAME
	LEGAL STREET ADD	RESS	LAST 4 OF SOCIAL SEC NUM
	CITY		STATE ZIP CODE

284 of 409

		FCIP
61560	B/D Use ONLY 203397928	
Fiduciary Certification of	Brokerage Account # If applicable	
Investment Powers	Plan Tax ID Number 396081138	

USA Patriot Act Notice:

To help the government fight the funding of terrorism and money-laundering, Federal law requires that your broker/dealer, as identified in the Account Application used to establish your account ("Broker/Dealer"), verify your identity by obtaining your name, date of birth, address and a government-issued ID number before opening your account. In certain circumstances, Broker/Dealer may obtain and verify this information with respect to any person(s) authorized to effect transactions in an account. For certain entities, such as trusts, estates, corporations, partnerships, or other organizations, identifying documentation may also be required. Your account may be restricted and/or closed if Broker/Dealer cannot verify this information. Neither Broker/Dealer or the Clearing Firm will be responsible for any losses or damages (including but not limited to lost opportunities) resulting from any failure to provide this information, or from any restriction placed upon, or closing of your account.

Use this form to provide information when required for the Authorized Person(s) on a Corporate or Participant Plan.

The individuals authorized on this form will supersede any earlier designations. If you have any questions, please call your investment representative.

Plan Information

an Name			Date Plan Established	
V7210 SEMINARY ROAD				
Street Address				
Oneida	WI	54155		

Certification of Investment Powers

A. To my Broker/Dealer ("You")

The undersigned certify that the following individuals are authorized to act on behalf of the Plan named above (attach an additional sheet of paper if necessary).

orized Person	
TERRY	MIA
CORNELIUS	
uthorized Person	
	мі
thorized Person	
	MI



Public Packet	285 of 409
61560	203397928
Fiduciary Certification of Investment Powe	B/D USE ONLY
ffiliations and Acknowledgements	_
Are any of the authorized individuals affiliated with or any	oloyed by a stock exchange or member firm of an exchange? 🗌 Yes 🛛 🌠 No
	noyed by a stock exchange of member firm of an exchanger T res
If yes, provide the individual's name*	
The N	
First Name	
Last Name	
	A
Company Name	
Address (No P.O. Boxes)	
City	State Zip/Postal Code
*A letter of account approval from the Compliance Officer	
Yes XNO Are any of the authorized individuals person or affiliate of a publicly tradec a director, 10% shareholder or policy	a control person or an affiliate or an immediate family member of a control d company under SEC Rule 144? (This would include, but is not limited to -making officer.)
f yes, complete the information below.	
First Name	
Last Name	
Name of Company	
Symbol	

B. You have the authority to accept orders and other instructions relative to the account identified herein from those Authorized Persons listed above. The Authorized Persons listed above may execute any documents on behalf of the account which you may require. By signing this form, the Authorized Persons hereby certify that you are authorized to follow the instructions of any Authorized Person and to deliver funds, securities or any other assets in the account to any Authorized Person or on any Authorized Person's instructions, including delivering assets to an Authorized Person personally. You may, in your sole discretion and for your sole protection, require the written consent of any or all Authorized Persons prior to acting upon the instructions of any.

C. There are no individuals authorized other than those listed above.

D. Should only one person execute this certification, it shall be a representation that the signer is the sole Authorized Person. Where applicable, plural references in this certification shall be deemed singular.

E. We, the undersigned have the power under the Plan and applicable law to enter into the transactions and issue the instructions that we make in this account. Such power may include, without limitation, the authority to buy, sell (including short sales), exchange, convert, tender, redeem and withdraw assets (including delivery of securities to and from the account) and to trade securities or otherwise (including the purchase and/or sale of option contracts) for and at the risk of the account. We understand that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to this account.





B/D Use ONLY

203397928

Fiduciary Certification of Investment Powers

F. We, the undersigned, jointly and severally, in our capacities as Authorized Persons and individually, indemnify you and/or the Clearing Firm and hold you and/or the Clearing Firm harmless from any claim, loss, expense or other liability for effecting any transactions, and acting upon any instructions given. We certify that any and all transactions effected and instructions given by us on this account will be in full compliance with the Plan.

G. The undersigned agree to inform you in writing of any change in the composition of the Authorized Persons, or any other event which could alter the certifications made above.

H. The undersigned agree that any information we give to you on this account will be subject to verification, and we authorize you and/or the Clearing Firm to obtain a credit report about me (any of us) individually at any time. Upon written request, you will provide the name and address of the credit reporting agency used.

I. The undersigned understand that you have entered into an agreement with the Clearing Firm to execute and clear all brokerage transactions. We further understand that neither you nor the Clearing Firm undertakes to review individual transactions or instructions but relies upon our instruction and the certifications and representations made to you hereunder.

First Authorized Person Name (Printed)	First Authorized Person Signature	Signature Dates
TERRY A CORNELIUS		
Second Authorized Person Name (Printed)	Second Authorized Person Signature	
Third Authorized Person Name (Printed)	Third Authorized Person Signature] [



Public Packet

287 of 409

20471 **Bundle ID	203397928	
Update Existing Plan Agreement 🗌 New Plan Agreement	Plan ID No.	
an Name: ONEIDA NATION GOVERNMENTAL PLAN	Plan TIN:	396081138
mployer:	Employer ID/TIN:	

(e.g. NFS, Pershing, John Hancock, Nationwide, AmericanFunds, etc.)

RETIREMENT PLAN SERVICES AGREEMENT (For use by Registered Representatives with commission based plans)

This Retirement Plan Services Agreement ("Agreement") describes the services, as identified and selected in Schedule A, which is hereby attached and incorporated by reference herein ("Services"), to be provided by the broker/dealer identified in the Plan's account opening documentation ("Broker/Dealer") and its affiliated registered representative ("Registered Representative") as each are identified on the signature pages of this Agreement. Broker/Dealer and Registered Representative may be referred to herein collectively as "Service Provider" unless specified otherwise. Services are provided on behalf of the "Employer" to the "Plan" as those parties are each identified above and on the signature page of this Agreement.

The Named Fiduciary or an authorized delegate thereof, as identified on the signature page of this Agreement ("Named Fiduciary"), is a named fiduciary of the Plan as defined under the Employee Retirement Income Security Act of 1974 as amended ("ERISA") with the authority to execute this Agreement on behalf of itself and the Plan and to commit the Plan to the terms and conditions of this Agreement.

TI	
This Agreement is effective	(the "Effective Date").

1. Services

The Named Fiduciary authorizes and engages Service Provider to render Services to the Plan. Service Provider will perform the Services selected by the Name Fiduciary as set forth in Schedule A from the above-referenced Effective Date on an ongoing basis until the Agreement is amended or terminated pursuant to Section 7 herein.

2. Selection and Implementation

- (a) Named Fiduciary Authority for Final Decisions for All Services. Named Fiduciary acknowledges it has retained and will exercise sole and final decision making authority and responsibility concerning any approvals related directly or indirectly to the delivery of Services under this Agreement to the Plan, including the approval of the Investment Policy Statement and the selection and maintenance of investment alternatives available to the Plan, as well as for the implementation and execution of any investment plan, recommendation or strategy resulting from the Non-Discretionary Advisory Services described in Schedule A to this Agreement.
- (b) Service Provider Authority. Service Provider acknowledges that it has authority and responsibility solely to the extent of those Services it provides as described in Schedule A to this Agreement.
- (c) Information from Third Parties. Certain information provided by Service Provider pursuant to this Agreement will include information obtained from independent third-party sources that Service Provider deems reliable, but for which Service Provider is under no



obligation to independently verify. In order to facilitate delivery of Services, Service Provider is hereby authorized by the Named Fiduciary to obtain all information from third-party service providers as Service Provider may resonably require.

- (d) Investment Advisors Act of 1940 Disclaimer. Service Provider acknowledges that the Fiduciary Services selected and identified in Schedule A cause Service Provider to be a "fiduciary" under Section 3(21)(A)(ii) of ERISA. Named Fiduciary acknowledges that Services rendered under this Agreement, by Service Provider are provided by Broker/Dealer and its affiliated person(s) in their respective capacities as a FINRA registered broker/dealer and registered representative; and, that Broker/Dealer and Registered Representative in the provision of the Services, and the Services provided, are neither subject to nor fall under the Investment Advisers Act of 1940, as amended ("Act").
- (e) Investment Performance Disclaimer. Except as contained in Section 4 of this Agreement, Service Provider does not make any warranties, express or implied, for any purpose. Service Provider will use reasonable care, consistent with industry practice, in providing Services under this Agreement. However, the prior performance of any investment including but not limited to investment strategy, investment policy, model portfolio, asset class or individual investment security may not be indicative of its future performance. Service Provider does not and cannot guarantee the future performance or profitability of any investment or strategy, including but not limited to the aforementioned items. Investment principal value may fluctuate with market conditions and the Plan may lose money. The Plan investments are subject to various market, business, economic and political risks and may result in monetary loss. Named Fiduciary acknowledges that Service Provider does not warrant or guarantee any level of performance by any of the investments made available to the Plan or delivered on a Retirement Plan Provider ("RPP") platform. Named Fiduciary further acknowledges that it understands that investments fluctuate in value over time and that past investment performance does not necessarily guarantee any level of future performance.

Service Provider will not be liable for any loss caused by:

- i. any Service provided under this Agreement through any action or inaction in accordance with applicable laws;
- ii. following the Named Fiduciary or Employer instructions in good faith; or
- iii. any other person, (not engaged directly by Service Provider), who provides services directly or indirectly to the Plan.

This does not waive rights under federal and state securities laws or ERISA that may impose liability in some circumstances on persons acting in good faith. Except for those expressed warranties contained in this Agreement, Service Provider and Registered Representative do not make any other warranties, express or implied, for any purpose.

(f) Information from Employer and/or Named Fiduciary. Service Provider relies on information about the Plan, its participants and beneficiaries provided by Employer and/or Named Fiduciary and shall have no liability for any loss caused by errors in such information. Named Fiduciary agrees to provide Service Provider with all material and pertinent information regarding any matters necessary for the delivery of Services and such other information as Service Provider may request from time to time. Named Fiduciary understands that Service Provider will rely on the information without further verification and represents that such information is true, accurate and complete as of the date provided.



3. Compensation

(a) Service Provider may receive commissions, trail commissions, and finder's fees paid by the RPP and/or mutual fund companies to the custodian or directly to Service Provider, ("Fees") as described in Schedule B, which is attached hereto and incorporated by reference herein. Service Provider may also have revenue sharing agreements with certain mutual fund and/or insurance companies whereby Service Provider receives additional fees for administrative services. Specific arrangements relating to indirect compensation received by Service Provider are set forth in Schedule B.

In addition to the fees for Services provided under this Agreement, Plan assets invested in mutual funds bear the operating expenses of and cost of investing in those funds which may include sales charges or redemption fees. A fund's expenses are detailed in the fund's prospectus, which will be provided to Named Fiduciary by the Registered Representative or by the RPP. Named Fiduciary acknowledges that the Plan may incur other fees and expenses, including but not limited to investment-related expenses imposed by other service providers not affiliated with Service Provider and other fees and expenses charged by the Plan's custodian, third-party administrator, and/or record-keeper. Service Provider makes no representations about any costs or expenses associated with the services provided by any third parties.

(b) Named Fiduciary and Service Provider intend that provision of Services under this Agreement, the retention of Service Provider to provide Services and the payment of all fees and compensation contemplated by this Agreement will not constitute a non-exempt prohibited transaction under ERISA, and agree to cooperate in good faith to amend this Agreement and take any reasonable action should it become required in order to ensure compliance with the same.

4. Representations and Warranties of Service Provider

Service Provider represents and warrants to Named Fiduciary that:

- (a) Authority. Service Provider has full power, authority and capacity to execute and deliver this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms;
- (b) Registration. Service Provider is registered as a broker-dealer with the Securities and Exchange Commission, is duly registered with the appropriate state regulatory authorities, and is a member of Financial Industry Regulatory Authority ("FINRA"). Service Provider is in good standing and shall maintain Registered Representative is duly licensed and registered with all applicable regulatory authorities.
- (c) Indemnification. Service Provider shall indemnify and hold Plan, Employer and Named Fiduciary and its affiliates, and their respective directors, managers, officers, employees, agents and third-party vendors from any liability, loss, damage, action, claim, suit, or expense (including, without limitation, attorneys' fees) suffered by or incurred by any of them resulting from, arising out of or relating to any of the following:
 - i. Any breach by Service Provider of covenants or obligations in this Agreement;

290 of 409



**Bundle ID 203397928

- ii. Any breach or inaccuracy of representations or warranties made by Service Provicer in this Agreement;
- iii. Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of the Service Provider.

5. Representations and Warranties of the Name Fiduciary

Named Fiduciary represents and warrants to Service Provider that:

- (a) Authority. The Named Fiduciary has full power, authority and capacity to execute and deliver this Agreement, on behalf of the Plan, and to commit the Plan to the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Named Fiduciary and the Plan, enforceable in accordance with its terms;
- (b) Notice of Changes. The Named Fiduciary will promptly notify Service Provider of all changes to material and pertinent information regarding retirement plan matters necessary for the delivery of Services and agrees to provide complete, current and accurate information and data concerning the Plan, including any proposed or pending amendments. Service Provider shall be entitled to rely fully upon any information or document received from Employer and/or Named Fiduciary pursuant to the terms of this Agreement.
- (c) ERISA Bond. Named Fiduciary acknowledges and represents that the Plan maintains and will maintain appropriate and sufficient coverage under a fiduciary bond as required under ERISA Section 412.
- (d) **Fiduciary Insurance.** The Named Fiduciary acknowledges and represents that it will, upon request, provide the Service Provider with information regarding any fiduciary liability policy purchased in conjunction with the Plan.
- (e) Certification of Investment Powers. The Named Fiduciary certifies that Service Provider is authorized to accept orders and any other instructions from the Named Fiduciary relative to the Plan and any Plan account established in conjunction with this Agreement. The Named Fiduciary understands that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to any account established in conjunction with this Agreement. In addition to any indemnification provided in section 6.(g) of this Agreement, Named Fiduciary also indemnifies and holds Service Provider harmless from any claim, loss, expense or other liability that may arise as a result of Service Provider acting upon any instruction or effecting any transaction at the instruction of Named Fiduciary.
- (f) Investment Restrictions. Named Fiduciary will inform Service Provider and (if applicable) the RPP of any specific investment restrictions applicable to the Plan and give Service Provider and RPP prompt written notice of any investments that Named Fiduciary or any other co-fiduciary of the Plan deems to be in violation of such restrictions; such restrictions may include but not be limited to employer securities and illiquid investments. Further, Named Fiduciary acknowledges that Service Provider is not responsible for any supervision or monitoring of any investments, including investment restrictions, nor is Service Provider responsible for voting proxies for securities held by the Plan.



- (g) Internal Revenue Code Qualification. The Plan will be administered so that it maintains the requirements for qualification under Section 401(a) and Section 501(a) of the Internal Revenue Code of 1986, as amended. Employers who sponsor retirement plans are not required to apply for a determination letter from the Internal Revenue Service. Requesting and receiving a favorable determination letter provides the employer with reliance that the plan is qualified under IRC section 401(a) and the trust is exempt under section 501(a). This provides the employer with additional assurance that the deduction for contributions is allowable. The Plan and Named Fiduciary have either obtained a favorable determination letter from the Internal Revenue Service Provider upon request, or certify the Plan is qualified under IRC section 401(a) and the trust is tax exempt under section 501(a). Named Fiduciary will inform Service Provider immediately if the Plan should fail to continue to meet such qualification requirements.
- (h) Disclosure Documents. Named Fiduciary acknowledges receipt of Service Provider's disclosure documents, which includes Service Provider's disclosure of compensation, in advance of executing this Agreement or any other documents executed to establish a plan account or to provide the Services contemplated under this Agreement. Such documents, in addition to the Services, fees and other compensation disclosure information, either attached or to which the Named Fiduciary may be directed, are hereby incorporated by reference and made part of this Agreement for purposes of satisfying Service Provider's disclosure obligations under DOL Reg 2550.408b-2.
- (i) Other Investments. If employer securities are an investment under the Plan, no employee subject to Rule 144 of the Securities Act of 1933, as amended, or Section 16 of the Securities Exchange Act of 1934, as amended, shall be eligible to receive Services under this Agreement. Notwithstanding any other provision of this Agreement, if employer stock is held by or offered as an investment option under the Plan, or if Plan participants may invest the assets in their accounts through a brokerage window, a mutual fund window or other similar arrangement, or if any investments are illiquid in nature, Service Provider shall have no authority, responsibility, or act in any Fiduciary capacity, with respect thereto.
- (e) Fiduciary Review. Named Fiduciary has given due consideration, as an ERISA fiduciary, to the regulatory disclosures and other information provided by Service Provider, has conducted its own independent review and analysis and determined it is in the best interests of the Plan to enter into this Agreement, that the compensation paid to Service Provider is reasonable, and the Services are necessary to the operation of the Plan.

6. Standards of Care and Indemnification

(a) Limitation of Liability. To the extent not inconsistent with applicable law, Service Provider and its directors, officers, members, employees and agents including Registered Representative (collectively, the "Covered Parties") shall not be liable for any losses incurred by the Plan as a result of any actions taken by the Plan, Employer, Named Fiduciary or any Party in Interest as such term is defined under ERISA. It is understood that any and all guidance, administrative support, and recommendations made by Service Provider constitute an expression of opinion only, prepared on the basis of sources and information believed to be reliable. It is understood that Service Provider shall assume no responsibility hereunder other than to render the Services contemplated herein in good faith and shall not be liable or held accountable for any mistakes of fact made based on third-party information or actions taken by the Plan, Employer, Named Fiduciary, any party-in-interest, and/or any third-party service provider.



- **Bundle ID 203397928
- (b) Legal Matters. Service Provider will use their best judgment in performing Services in accordance with professional standards and ethics. If the Named Fiduciary desires a legal opinion before choosing among alternative positions, then legal counsel should be separately retained by the Named Fiduciary at its expense for this purpose. If the Department of Labor or the Internal Revenue Service or any other regulatory authority should later contest the position taken, there may be liability including but not limited to an assessment of taxes, interest, and/or penalties. It is understood that Service Provider does not assume liability for any such liability, taxes, penalties or interest resulting from Service Provider following the direction of the Named Fiduciary (or their respective legal counsel), Plan participants, beneficiaries or ERISA parties-in-interest;
- (c) Other Services. Service Provider shall not provide, nor be deemed to be providing, any services to the Named Fiduciary or the Plan other than those Services expressly agreed to in this Agreement;
- (d) Outside Vendors. The Named Fiduciary authorizes Service Provider to utilize outside vendors or professional resources in order for Service Provider to provide Services under this Agreement. The Named Fiduciary further authorizes Service Provider to release the Named Fiduciary's information to these resources in order for Service Provider to fulfill the terms of this Agreement;
- (e) Third-Party Service Providers. Service Provider shall not have any responsibility to conduct due diligence on third-party service providers (e.g. third party administrators) nor shall Service Provider have any liability arising from the acts or omissions of such third-party service providers;
- (f) Proxies. The Named Fiduciary acknowledges that it retains the right to vote all proxies that are solicited for securities held by the Plan. It is expressly understood that Service Provider is precluded from voting proxies solicited by issuers of such securities. Service Provider is not required to take any action or to provide any advice with respect to the voting of securities in Plan; and
- (g) Indemnification. The Named Fiduciary shall indemnify and hold Service Provider and its affiliates, and their respective directors, managers, officers, employees, agents and third-party vendors from any liability, loss, damage, action, claim, suit, or expense (including, without limitation, attorneys' fees) suffered by or incurred by any of them resulting from, arising out of or relating to any of the following:
 - (i) Any breach by Plan, Employer or Named Fiduciary of covenants or obligations in this Agreement;
 - (ii) Any breach or inaccuracy of representations or warranties made by Plan, Employer or Named Fiduciary in this Agreement;
 - (iii) Any action or inaction taken by Service Provider at the direction of Employer or Named Fiduciary;
 - (iv) Reasonable reliance on information provided to the Service Provider in connection with discharging its obligations under this Agreement;

293 of 409



**Bundle ID 203397928

- (v) Acts or failures to act in connection with the Plan over which the Service Provider has no authority, obligations or responsibility; and/or
- (vi) Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of the Employer, Named Fiduciary or Plan.

7. Amendment, Assignment and Termination of Agreement

- (a) Amendments. This Agreement may be amended at any time by execution of an amendment in writing by all parties hereto or by written notice of such amendment provision from Service Provider to Named Fiduciary as set forth herein. Any such amendment to this Agreement shall be binding and effective:
 - (i) upon execution in writing by all parties hereto, or
 - (ii) upon the date sixty (60) days after written notice from Service Provider to Named Fiduciary of the amendment provisions pursuant to the notice provisions of this Agreement; provided, that Named Fiduciary may immediately terminate this Agreement upon written notice to Service Provider if such amendment provisions are not acceptable to Named Fiduciary.
- (b) Assignments. This Agreement may not be assigned by any party without the consent of all parties, with the exception that, upon notice to the Named Fiduciary, Broker/Dealer may assign this Agreement to a different Registered Representative if the Registered Representative in the signature page of this Agreement is no longer affiliated with the Broker/Dealer or in other such circumstances in which the Registered Representative is unable or unwilling to provide the Services identified in this Agreement.
- (c) Termination. This Agreement may be terminated by the Named Fiduciary without penalty within five days of the Execution Date. Thereafter, this Agreement may be terminated by Service Provider or the Employer/Named Fiduciary at any time upon 60 days' prior written notice. Upon termination, Service Provider will deliver a final billing statement for unbilled work performed prior to termination and submit the billing statement to platform provider for payment.

8. Dispute Resolution/Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- i. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.



- iv. The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted to the panel at least 20 days prior to the first scheduled hearing date.
- v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- vi. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

Service Provider agrees that all controversies between Named Fiduciary and Service Provider (or any of Service Provider's present or former trustees, directors, managers, officers, employees or agents) which may arise from any account or for any cause whatsoever, shall be determined by arbitration. Any arbitration under this Agreement shall be before the Financial Industry Regulatory Authority, Inc., or an arbitration forum provided by any other securities exchange or organization of which Service Provider is a member and in accordance with the rules of such organization. Named Fiduciary may elect in the first instance which of the aforementioned arbitration forums will be utilized to resolve the controversy by delivering written notification of such election to Service Provider at Service Provider's office in accordance with Section 9 of this Agreement. If Named Fiduciary fails to make such election by notifying Service Provider of such election as specified within five (5) days after receipt from Service Provider of a request to make such election, then Service Provider may make such election. This arbitration provision shall apply to any controversy or claim or issue in any controversy arising from events that occurred prior to, on or subsequent to the execution of this arbitration agreement. The award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered into any court, state, or federal, having jurisdiction.

This arbitration agreement shall not be construed as (1) limiting or contradicting the rules of any applicable self-regulatory association, (2) limiting the ability of a party to file a claim in arbitration, (3) limiting the ability of a party to file any claim in court permitted to be filed in court under the rules of the forums in which a claim may be filed under this Agreement; or (4) limiting the ability of arbitrators to make an award.

Notwithstanding anything in this Agreement to the contrary, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

295 of 409



**Bundle ID 203397928

9. Miscellaneous

- (a) Entire Agreement. This Agreement is in full force and effect as of the Effective Date, represents the entire Agreement between the parties, and supersedes any previously existing contract between Service Provider and Named Fiduciary with respect to the subject matter of this Agreement.
- (b) **Governing Law.** Except as otherwise provided by ERISA or federal securities laws, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by, and construed in accordance with, the law of the state in which the home office of the Broker/Dealer resides.
- (c) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.
- (d) Authorized Signatories. Each of the individuals whose signature appears below warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.
- (e) Confidentiality. Named Fiduciary and Service Provider acknowledge that each may learn confidential information about the other in the course of this engagement. Except as required by law, Named Fiduciary and Service Provider agree to maintain in strict confidence and for use only with respect to the Plan and the Services to be provided pursuant to this Agreement all confidential information that each learn about the other.
- (f) Notices. Notices and reports provided for herein shall be mailed to the address of the parties specified on the signature page hereof. These addresses may be changed by appropriate notice given in accordance with this provision. Any notice required hereunder, but not including any report, summary or statement, confirmation or other usual communication, shall be sent by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail).
- (g) **Headings.** Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in this Agreement.
- (h) **Severability.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.



The Plan and Named Fiduciary, and the Broker Dealer and Registered Representative (Service Provider) have entered into this Agreement as evidenced by their signatures below; or, in regards to the Broker/Dealer, by its acceptance after having received and reviewed the Agreement as then signed and dated by such Broker/Dealer's home office-Supervisory personnel.

This Retirement Plan Services Agreement contains a pre-dispute arbitration clause in section 8 on pages 7 and 8. The Plan and Named Fiduciary acknowledge receipt of the pre-dispute arbitration clause and accept its terms per my signature below.

PARTIES TO THE AGREEMENT

<u>PLAN:</u> Named Fiduciary (Printed)	Signature		Date	
Tanica Platening (Printed)				
Named Fiduciary (Printed)	Signature		Date	
Employer Address				
Street				
City		State Z	ip Code	

Securities Services Network, LLC	34	
Broker/Dealer Name		
Street		
City	State	Zip Code

Registered Representative:		
Printed Name	Signature	Date
CHERRY/ VAN STIPPEN SPLIT		



Schedule A Description of Services

NON-DISCRETIONARY FIDUCIARY SERVICES

Services that may be provided include: (Each Service should be checked either "Yes" or "No." Registered Representative and Named Fiduciary should then initial each Service to indicate their agreement that such Service is or is not going to be provided)

Plan Review (plan design, operations and documentation)

Yes No Registered Representative Named Fiduciary

Service Provider may recommend protocols to help Named Fiduciary establish a Plan Committee and to prudently manage and administer the Plan. Named Fiduciary is solely responsible for implementing Plan Committee protocols and for appointing or removing Plan Committee members. Service Provider may train Committee members regarding fiduciary duties and help coordinate regular meetings. Service Provider may also update Named Fiduciary about current and proposed legislative initiatives. Service Provider may also help with updates to existing procedures and provide recommendations regarding Plan operation, documentation, and establishing an audit file. Service Provider may help develop requirements for responding to participants requests and reconcile participant disclosures under 404(a)(5). Registered Representative will provide fiduciary training as needed, upon request.

Benchmarking Plan Expenses

No

Registered Representative Named Fiduciary

Registered Representative will meet with the Named Fiduciary and conduct a periodic review of fees and costs charged to Plan by other service providers to assist Named Fiduciary in discharging its duty to monitoring the reasonableness of fees and costs paid by the Plan.

Recommendations Regarding Plan's Investment Policy Statement (IPS)

🗌 Yes 🛛 🗶 No

X Yes

Registered Representative Named Fiduciary

Registered Representative will review with the Named Fiduciary the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, the Registered Representative will recommend investment polices to assist the Named Fiduciary to establish an appropriate IPS. If the Plan has an existing IPS, Registered Representative will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan Registered Representative may recommend to the Named Fiduciary revisions that will establish investment policies that are congruent with the Plan's objectives.

298 of 409



Recommendations Regarding Investments Options and/or Investment Managers

Yes Yes No

Public Packet

Registered Representative Named Fiduciary

Based on the Plan's IPS or other investment guidelines established by the Plan, the Registered Representative may review the investment options available to the Plan and make recommendations to assist the Named Fiduciary. Once the Named Fiduciary approves the model portfolios, DIA's, or QDIA's, the Registered Representative may provide reports, information and recommendations, on a periodic basis, designed to assist the Named Fiduciary to monitor the Plan's investments. If the IPS criteria requires an investment be removed, Registered Representative may provide information and analysis to assist the Named Fiduciary to evaluate replacement investment alternatives to be included in any model portfolios. Upon reasonable request, Registered Representative may make recommendations to the Named Fiduciary to rebalance the model portfolios to maintain their desired allocations.

Based on the Plan's IPS or other guidelines established by the Plan, Registered Representative may review the potential investment managers available to the Plan and make recommendations to assist the Named Fiduciary to select one or more investment managers. Once the Named Fiduciary approves the investment manager, the Registered Representative may provide, on a periodic basis, reports, information and recommendations to assist the Named Fiduciary to monitor the Plan's investment managers. If the IPS criteria require an investment manager be removed, the Registered Representative may provide information and analysis to assist the Named Fiduciary to evaluate replacement investment managers.

NON-FIDUCIARY SERVICES

Plan Participant Education and Communication

Yes No Registered Representative _____ Named Fiduciary

Registered Representative will conduct periodic group enrollment and education meetings with employee and educational meetings with Plan participants and beneficiaries. Registered Representative may provide information and materials that inform the Plan participant, employee or beneficiary, about the benefits of Plan participation, benefits of increasing contributions, the impact of pre-retirement withdrawals, terms of the Plan, or operations of DIA's. Registered Representative may also incorporate interactive investment materials to assist with future retirement income needs and the impact of different asset allocations on retirement income. Registered Representative may also provide retirement readiness consulting which can incorporate third party software to asses a "gap" analysis to determine sufficient retirement income. Additionally, participant education can extend to analyzing Plan expenses and fees. Registered Representative will not render individualized investment advice to Plan participants and will not be held to a fiduciary standard for services rendered hereunder.



Schedule B - Commissions, Charges and Compensation

The following fees, charges and other compensation elements may apply to your account.

COMMISSIONS & CHARGES

<u>Commissions and trail commissions</u>: are charged in conjunction with investment purchases as negotiated and as disclosed in the prospectus (for mutual fund transactions). Your Registered Representative can provide additional specific details for your situation.

Brokerage Account Transaction Charges: are charged in conjunction with transaction processing to cover expenses incurred by Broker/Dealer and its clearing firms, (as each are identified in the account opening documentation executed in conjunction with the provisions of the Services), in processing transactions and providing custody and recordkeeping services. Further details regarding these potential charges can be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

Brokerage Account Charges: may be applied to cover expenses incurred by Broker/Dealer and its clearing firms (as each are identified in the account opening documentation executed in conjunction with the provision of the Services) in support of account activities and maintenance. Further details regarding these potential charges may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

OTHER COMPENSATION

Broker/Dealer may receive compensation from certain product providers in exchange for providing additional marketing support to assist them in marketing their services to Broker/Dealer's affiliated registered representatives. Further details regarding any such indirect compensation may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

Bank Deposit Sweep Program - The Bank Deposit Sweep Program is a core account investment vehicle used to hold cash balances awaiting reinvestment in eligible brokerage accounts. By opening a brokerage account, in conjunction with the provision of any services provided under this Agreement, the Named Fiduciary is directing Broker/Dealer to administer such brokerage account in conjunction with the Bank Deposit Sweep Program. While no fees are charged to the account owner, the Program does create financial benefits for Broker/Dealer. Broker/Dealer will receive a fee from each Program Bank in connection with the Program (equal to a percentage of all participants' average daily deposits at the Program Bank). Further details regarding the Program and any such indirect compensation may be found by going to the ERISA Plan Administration link on the Broker/Dealer's website.

ERISA Disclosure

The Broker/Dealer and its Registered Representatives who, under the attached Agreement, provide services to your ERISA covered Plan under a Retirement Plan Services Agreement, ("Agreement") present the above information in order to comply with ERISA regulation 2550.408b-2 often referred to as section 408b-2 or covered service provider disclosures. These disclosures are intended to provide the Plan's Named Fiduciary with, or direct the Named Fiduciary to, information about the Services provided to the Plan, the direct and indirect compensation received in connection with providing those Services and the Broker/Dealer and its Registered Representatives' fiduciary status in regard to the Plan.

The commissions and charges received for the provision of the services identified in Schedule A are described above as is any other compensation that may be received by the Broker/Dealer, Registered Representative, or their affiliates in connection with the provision of services to your Plan or any other charges (e.g. transaction fee charges) that may apply to Plan accounts.

300 of 409

				NAFA
47746			203397928	
	Annoudis	B/D Use ONLY A: Additional Account Holder	Landerbook Children and Childre	ALL DESCRIPTION OF THE OWNER
			Information	
Account Holder #	396081138	03J2S		
	Primary Taxpayer ID or Social Sec	curity Number Rep Number	Account Number	
Additional Account He				
☐ Joint Holder*	FBO Truste		ed Owner (Usufruct) 🗌 Partner	
Conservator	Administrator Execu		t	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Personal Informatio	n	11 1110 13 4 1	chants in common account, so ownership of jo	
			Д	
Last Name/Entity Name				Suffix
First Name			MI	1
SSN SSN				
	[Date of Birth/Plan/Trust Date		
Marital Status: 🗌 Sing			stic Partner Number of Dependents	
Gender: M F				
Legal Address (No)	P.O. Boxes) 🗌 Same as Account l	Level		
Street (No PO Boxes)				
Succi (No FO Boxes)				
City		S	tate Zip Code	
Province		Country		
		2017100071 2		
Mailing Address (if	different from Legal Address)	Same as Legal		
Street				
City			tate Zip Code	
City		3		
Daytime Phone Number	Ev	rening Phone Number		
			ant to provide an email address for this a	count
E-mail Address			and to provide an eman address for this a	count
		try of Tax Residence		
Driver's License Numbe	r State	.S Others (List)		
Citizenship or Coun	try of Organization		Ť.	
U.S Other (21 C22			
			-	



Public Packet	301 of 409
47746 B/D Use ONL ¹	y 203397928
Additional Account Holder Personal Information - Not Required for Entities	
Information for Non-U.S. Citizens	
Immigration Status 🗌 Resident Alien 📄 Non-Resident Alien	
Government ID - (identification document must carry reference number and photogra	aph)
Permanent Resident ("Green") Card Passport with U.S. Visa Passport without	tt U.S. Visa 🗌 Foreign National Identity Document
Document Number	Country of Issuance
Date of Issuance Expiration Date	Country of Birth
Employment Information	
Employed Retired Unemployed Student/Minor Child	Homemaker Self-Employed
Decupation	
Employer	
Address	
City	State Zip
Province	ntry
Source of Income if Retired, Unemployed, Student/Minor Child or Homemaker	
□ Investment □ Pension □ Social Security □ Unemployment □ Other (S	Specifiy)
Affiliations and Acknowledgements	
Are you or anyone with a beneficial interest in this account employed by or affilia your affiliation with this broker/dealer) Stock Exchange or Member firm of an Exchange I FINRA or a member firm of FINRA Check if same as employer	
Company Name	
ddress (No P.O. Boxes)	
City	State Zip
Province *If I checked an employment or affiliation box above, I certify, in accordance with current r appropriate parties to establish this account.	Country regulations, that I have received approval in writing from the
Are you a control person or an affiliate or an immediate family/household member company under SEC Rule 144? (This would include, but is not limited to, a directo	
□ Yes* □ No * If yes, complete the information below	



302 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested: <u>02</u> / <u>14</u> / <u>18</u>

2. General Information:

	Session: 🛛 Open 🗌 Exec	cutive - See instructions for the applicable laws, then choose one:
	Agenda Header: New Busines	55
	 Accept as Information only Action - please describe: 	
	Leased space for Demo Slot requires a limited waiver of	Machines at Austin Straubel International Airport for advertising purposes. Lease sovereign immunity.
3.	Supporting Materials Report Report Resolution Other:	Contract
	1.GGM Memo	3. Gaming Commission Support
	2. Lease Agreement & Law	Office Review 4. Central Purchasing Approval
	Business Committee signatu	ire required
4.	Budget Information	on 🔲 Budgeted - Grant Funded 🗌 Unbudgeted
5.	Submission	
	Authorized Sponsor / Liaison:	Louise Cornelius, Gaming General Manager
	Primary Requestor/Submitter:	Diana King #395 / Executive Assistant Your Name, Title / Dept. or Tribal Member
	Additional Requestor:	Mary Wasurick, Assistant Marketing Director - Gaming Name, Title / Dept.
	Additional Requestor:	Brenda Mendolla-Buckley, Marketing Director - Gaming Name, Title / Dept.



To:Oneida Business CommitteeCc:Oneida Gaming Commission
Krystal John, Oneida Law Office Staff AttorneyFrom:Louise Cornelius, Gaming General ManagerSubject:Austin Straubel International Airport Marketing Contract
Demo Slot Machines - With Limited Waiver of Sovereign ImmunityDate:January 30, 2018

In 2016 Oneida Casino communicated our Strategy Model with our refreshed Vision, Mission, and Values. Our Strategy model includes our two Strategic Priorities to Improve Human Resource Management and Grow Gaming Revenue.

In supporting alignment with our strategy to grow gaming revenue, we have an opportunity to place two slot machines in demo mode solely for advertising purposes at Austin Straubel International Airport. Austin Straubel International Airport has shared they estimate traffic counts in excess of 600,000 persons on a yearly basis.

In May of 2017, Marketing Personnel brought this idea forward and have completed an extensive amount of work and research to bring this advertising opportunity forward. Gaming Marketing Advertising personnel have determined we have an opportunity to enter into a lease agreement for space to set up these slot machines in a high traffic designated area at the airport.

We have collaboratively communicated with Oneida Gaming Commission and Commission Compliance to include their position relative to their role as Gaming Regulators. The legal issues have been addressed by the Oneida Law Office.

The attached lease agreement was reviewed by Oneida Law Office Attorney, Krystal John. It is my understanding that a number of attempts were done to negotiate elimination of the waiver of sovereign immunity. Obtaining three bids, any other vendor, or the cost of going to another vendor is not applicable due to Austin Straubel International Airport being the only airport property in our geographical area.

Upon your review of the information provided here, I am respectfully requesting the Oneida Business Committee to formally approve the limited waiver of sovereign immunity in reference to the Austin Straubel International Airport lease of space as written in Oneida Law Office Document 2017-0869.

Att: Lease Agreement & Law Office Review Oneida Gaming Commission Support / State of Wisconsin OIGRC Central Purchasing Approval

1.800.238.4263 OneidaCasino.net

304 of 409

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

a latert	
Gaming Sales & Marketing	2017-0869
Krystal L. John, Staff Attorney	
	Purchasing Department Use
September 19, 2017	Contract Approved
	Contract Not Approved
Austin Straubel International Airport	(see attached explanation)
If you have any questions or commants recording t	his variou plage call 860 4227
	Krystal L. John, Staff Attorney VVV September 19, 2017

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

V. The document is in appropriate legal form. (Execution is a management decision.)

Requires Business Committee approval prior to execution, pursuant to ¶ 28, 29 and 33.

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?
- ✓ Please note that it is acceptable that we do not require the conflict of interest disclosure form or the Non-Disclosure Agreement for this contract based on the justification provided by their counsel.

LEASE

This Lease is made and entered into by and between Brown County/Green Bay Austin Straubel International Airport (hereinafter "Lessor"), and Oneida Nation whose mailing address is P.O. Box 365, Oneida, Wisconsin 54155 (hereinafter "Lessee"), WITNESSETH:

WHEREAS, Lessor is the owner of Green Bay Austin Straubel International Airport located in Brown County, Wisconsin ("Airport"); and

WHEREAS, Lessee desires to lease premises in the Airport passenger terminal building at 2077 Airport Drive, Green Bay, Wisconsin, (hereinafter, the "Airport Terminal") for the purpose of display of certain promotional material and banners; and

WHEREAS, Lessor desires to grant to Lessee the right to display certain promotional material and banners upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the covenants hereinafter set forth, the sufficiency of which is hereby acknowledged by each party, Lessor and Lessee do agree as follows:

- Leased Premises. Lessor hereby leases to Lessee two (2) spaces (sometimes referred to as "alcoves") in the Grand Lobby of the Airport Terminal, the location being shown on Exhibit A which is attached hereto and made a part hereof, together with the right to install an overhead banner in each alcove location, such banner to be no larger than four (4) feet by four (4) feet. The means and method of installation of such banner shall be subject to approval of the Airport.
- 2. <u>Term</u>. The term of this Lease shall be three (3) years commencing March 1, 2018, and terminating on February 28, 2021.
- 3. <u>Rent</u>. Lessee shall pay to Lessor rent in the amount of \$832.94 per month, payable in advance on the first day of each month. Payment of rent shall be by check made payable to Brown County and shall be paid at the office of the Airport Director, 2077 Airport Drive, Green Bay, Wisconsin, such that it is received by the close of business on the date due. Overdue rent shall incur interest at the rate of one and one-half percent (1½%) per month from the due date until paid in full.
- 4. <u>Security Deposit</u>. There is no security deposit required under this Lease.

- 5. <u>Right of Ingress and Egress</u>. Lessee shall have the right to access the Leased Premises through the Airport in accordance with all applicable laws, regulations and rules, including directives of the Airport Director and Airport regulations, policies, and security programs.
- 6. <u>Use</u>. Lessee's use of the Leased Premises shall at all times be in compliance with federal, state, and local laws and regulations, as well as directives of the Airport Director, and shall be strictly limited to the display of promotional material related to one or more businesses of Lessee, including its casino operation. The promotional material may include not more than two (2) slot machines provided that the slot machine(s) shall be set in "demo mode" and no payout, prize, or anything of value may be disbursed or distributed by or from said slot machine(s).
- 7. <u>Utilities and Services</u>. Lessor shall provide one (1) 120 volt electrical outlet in each alcove and Lessor shall provide and pay for electricity used in the operation of the "demo mode" slot machine(s). The installation or extension of additional utility services, equipment, lines, wires, cables, and the like by or for Lessee is permitted only upon prior written approval of the Airport Director.
- 8. <u>No Unauthorized Use</u>. The Leased Premises are not to be used in any manner other than that expressly authorized herein without the written consent of Lessor. All equipment, materials, and other items used by Lessee in the conduct of Lessee's activities as authorized herein must be attractive in appearance and compatible with Airport design and operations, as determined at the sole discretion of Airport Director.
- Untenantable Premises. If the Leased Premises are partially damages by fire or other 9. casualty, but not rendered untenantable, Lessee shall not be relieved of obligations hereunder and Lessor shall repair same at its cost and expense, provided that, if the damage is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents, or employees or a malfunction of equipment or machines used by Lessee, Lessee shall be responsible for all damages resulting from such malfunction or negligent or wrongful act or omission. If the Leased Premises are damaged so as to render the Leased Premises untenantable, but capable of being repaired within thirty (30) days, the same shall be repaired by Lessor at its cost and expense, and rent payable to Lessee hereunder shall be proportionately adjusted until such time as the Leased Premises shall be fully restored, provided that, if said damage is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents or employees or a malfunction of equipment or machines used by Lessee, the rent shall not abate and Lessee shall be responsible for all damages resulting from such malfunction or negligent or wrongful act or omission. In the event the Leased Premises are completely destroyed by fire or other casualty or so damaged that they will remain untenantable for more than thirty (30) days, Lessee may terminate this Lease effective as of the date of the Leased Premises become untenantable, provided that, if said destruction is caused by the negligent or wrongful act or omission of Lessee, Lessee's agents or employees, or a malfunction of equipment or machines used

by Lessee, the Lease shall not so terminate and Lessee shall be responsible for all damages resulting from such malfunction or negligent or wrongful act or omission.

- 10. <u>Modification, Terms of Agreement</u>. Enforcement, modification, amendment, termination, permissive authorizations and any other matters affecting or arising from the terms of this Lease shall be subject to the authorization and written approval of the Airport Director on behalf of Lessor.
- 11. <u>Ownership of Equipment</u>. Ownership of the equipment placed by Lessee on the Leased Premises shall be retained by Lessee.
- 12. <u>Airport Improvement</u>. Lessor shall have the right to develop or improve the Airport and surrounding Lessor owned land as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or from Lessee.
- 13. <u>Military Provision</u>. During time of war or national emergency as determined by Congress or the President, Lessor shall have the right to lease any part of the Airport to the United States or the State of Wisconsin, and any agencies thereof, for military or governmental use and, if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the federal or state government, shall be suspended and Lessee shall be without recourse therefor against Lessor; provided further, that in such event, rent shall be prorated or abate, as appropriate, for any period that Lessee is denied access to or use of the Leased Premises.
- 14. <u>Subordination</u>. This Lease shall be subordinate to Federal Aviation Administration (hereinafter, "FAA") regulations and the provisions of any agreement between Lessor and the United States or State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which agreement has been, or may be, required as a condition precedent to the availability or expenditure of federal or state funds for the development of the Airport. Should the effect of such regulation or agreement be to substantially destroy the value of property or rights granted under this Lease, Lessee shall have the right to terminate this Lease, but shall have no other recourse against Lessor.
- 15. <u>Airport Protection Clause.</u> Lessor hereby reserves for the use and benefit of the public the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Leased Premises, together with the right of said aircraft to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of the airport. Lessee shall not use or permit the use of the Leased Premises in such a manner as to create interference with communication between the Airport and aircraft or to in any other manner interfere with or create a hazard to aviation or operations of the Airport or its tenants.
- 16. <u>Building and Use Restrictions</u>. Lessor reserves the right to remove or prevent Lessee from placing, erecting, or permitting to be placed or erected, any improvement, structure,

device, equipment, material or other items on or about the Leased Premises which Lessor determines would limit the usefulness of the Airport, constitute a hazard to aviation, violate a FAA directive or regulation, or present a danger or inconvenience to Airport users.

- 17. <u>Conditions of Premises</u>. Lessee accepts the Leased Premises in the condition thereof on the effective date of this Lease.
- 18. <u>Maintenance</u>. Lessee shall at all times maintain the promotional material, including the "demo mode" slot machine(s) placed by Lessee on the Leased Premises in clean and orderly condition and good repair, to the reasonable satisfaction of the Airport Director. In the event Lessee fails to comply with the requirements set forth in this section, Lessor shall have the right to immediately remove Lessee's property from the Leased Premises and terminate this Lease.
- 19. <u>Additions and Alterations</u>. Lessee shall not make alterations or attach fixtures to the Leased Premises.
- 20. <u>Signs</u>. Except for the banners referred to in paragraph 1, above, Lessee shall not place, install or erect in or about the Airport or Leased Premises signage, notices, banners, posters or displays of any kind without the advance written approval of the Airport Director.
- 21. <u>Nondiscrimination and Accessibility</u>. Lessee does hereby covenant and agree that (1) no person on the grounds of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest or conviction record, political beliefs, military participation, or membership in the national guard, state defense force, or any reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination with respect to the furnishing of services on or from the Leased Premises; (2) that Lessee shall conduct all activities authorized or required under this Lease in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and 14 CFR Part 152, Subpart E, as said regulations may be amended; and (3) that Lessee shall comply with all accessibility requirements of the Americans with Disabilities Act and all other applicable federal, state, and local laws, rules, regulations, and ordinances.
- 22. <u>Lessee to Pay Fines or Forfeitures</u>. Lessee shall pay any and all forfeitures or fines levied upon Lessor or the Airport through enforcement of any applicable federal, state, or local law, regulation, rule, or policy based on the acts or omissions of Lessee, Lessee's employees, agents, contractors, or suppliers.

4

- 23. <u>Indemnification and Hold Harmless</u>. Lessee is and shall be deemed to be an independent contractor and operator exclusively responsible for Lessee's own acts or omissions. Lessee shall indemnify, hold harmless, and defend Lessor, and its officers, agents, and employees from and against all claims for losses, costs, attorney fees, expenses, and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from negligent acts, omissions, reckless and/or intentional misconduct by Lessee and/or Lessee's employees, agents, contractors, or suppliers while on Airport property. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of Lessor.
- 24. Insurance Requirements. Lessee shall, by the effective date of this Lease, obtain Comprehensive General Liability Insurance for bodily injuries or death arising out of any one accident or from other cause, in a minimum sum of \$1,000,000 per occurrence for bodily injury and, in addition, shall obtain Comprehensive Property Damage Liability Insurance in a minimum sum of \$1,000,000 for property damage arising from any one accident or other cause. Insurance so provided shall be deemed Primary. Lessee shall maintain said insurance with insurance companies authorized to do business in the State of Wisconsin and approved by Lessor, such approval not to be unreasonably withheld. All policies shall name Lessor, its officers, agents, and employees as additional insured. Lessee shall within ten (10) days of the effective date of this Lease provide the County with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. Each insurance policy obtained hereunder shall contain a provision that Lessee's insurer shall send to Lessor written notice of cancellation or any material change in said policy at least ten (10) days in advance of the effective date thereof. Lessee shall maintain all insurance coverage required hereunder for the duration of this Lease and for one (1) year following the termination or expiration hereof.
- 25. <u>Assignment and Subleasing</u>. Lessee shall not at any time assign this Lease or sublet the Leased Premises without prior written approval of the Airport Director.
- 26. <u>Taxes, Fee, Permits, and Licenses</u>. Lessee shall obtain all permits, certifications and licenses required to conduct Lessee's activities at the Airport as authorized hereunder. Lessee shall pay as they become due any and all taxes, fees, assessments or other governmental charges, however denominated, imposed or based upon Lessee's property, equipment or activities at the Airport.
- 27. <u>Notice of Violation</u>. Lessee shall give prompt notice to Lessor of any notice Lessee receives of the violation of any law, regulation, requirement, or order of any public authority with respect to the Leased Premises or Lessee's activities at the Airport.

28. Default.

- Rent Defaults. In the event Lessee defaults in the payment of any rental when due, (a) Lessor may forward written notice of such default as provided in paragraph 32, below, and failure on the part of Lessee to cure such default within ten (10) days after the date of mailing of said notice, then Lessor, in addition to all other rights and remedies available to it may, without process, immediately retake the Leased Premises and remove all persons and property, and at Lessor's option, terminate this Lease as to all future rights of Lessee. Lessee further agrees that in case of any such termination Lessee will indemnify Lessor against all loss and other damage which Lessor may incur by reason of such termination, including, but not limited to, reasonable costs of restoring and repairing the Leased Premises, loss or diminution of rent, and other damage which Lessor may incur by reason of such termination. Lessee hereby agrees to pay Lessor and to indemnify Lessor for all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease or any other rights or remedies of Lessor. In case Lessee continues the default of any rental payment due after notice, Lessee shall not be released of any liability for rent hereunder by reason of Lessor's taking any other legal proceedings available to it upon such default, nor shall a termination of this Lease release Lessee from continuing liability for the payment of rent as herein provided.
- (b) Other Defaults. In the event Lessee shall default in any of the terms and provisions of this Lease other than payment of rent, Lessor may forward written notice of such default to Lessee as provided in paragraph 32, below, and Lessee agrees that if it be in default as set forth in such notice, will cure such default within thirty (30) days after the date of mailing of such notice (or in the event such default is of such character as to require more than thirty (30) days to cure, Lessee shall have such reasonable time thereafter to cure such default, provided Lessee uses due diligence to cure such default). In the event Lessee fails to such default as herein set forth, Lessor may cure such default and the cost and expense thereof shall be deemed to be additional rent to be paid by Lessee on the next day when fixed monthly rental shall become due and payable. If, however, after due notice to Lessee of any opportunity to cure the same, Lessee shall refuse to cure or make good any such default, Lessor may at its option consider such failure by Lessee a default under this Lease and Lessor may, at its option, terminate this Lease. Such termination of this Lease shall not release Lessee from continuing liability for the payment of rent as herein provided.
- 29. <u>Waiver</u>. No acceptance by Lessor of rents, fees, charges, or other payments or waiver by Lessor of any default on the part of Lessee in performance of any of the terms, covenants, or conditions of this Lease shall be or be construed to be a waiver by Lessor of any other or subsequent default in performance of said terms, covenants, and conditions, or of any

6

right on the part of Lessor to terminate this Lease. The rights of termination set forth in this Lease shall be in addition to any rights and remedies that Lessor has at law or equity consequent upon breach of this Lease.

- 30. <u>Entire Agreement and Invalid Provisions</u>. All terms and conditions with respect to this Lease are expressly contained herein, and each of the parties hereto agrees and specifically acknowledges by execution of this Lease that there has been no reliance on any verbal promise, representation or warranty made by the other party, or the party's employees or agents with respect to this Lease or any of the matters and rights addressed herein. In the event of any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, or provision herein contained.
- 31. <u>Time is of the Essence.</u> With respect to performance of all terms and conditions of this Lease by each of the parties hereto, time is of the essence. The covenants and conditions set forth in this Lease are intended to be binding upon the parties and are not to be construed as mere recitals.
- 32. <u>Notices</u>. Notices and communications hereunder shall be sufficient and effective as of the date of postmark if sent by regular mail, postage prepaid, addressed to:

LESSOR:	Airport Director
	Green Bay Austin Straubel International Airport
	2077 Airport Drive
	Green Bay WI 54313
LESSEE:	Oneida Tribe of Indians of Wisconsin
	P.O. Box 365
	Oneida WI 54155

Or to such other address as either party may provide to the other in writing.

33. <u>Sovereign Immunity</u>. Lessee, its successors and assigns (to the extent any such successor or assignee may have or claim to have any form of sovereign immunity) hereby expressly waive sovereign immunity from suit, if any, should an action be commenced with respect to any right, title, interest, or obligation under this Lease and consent to be sued to determine and enforce the obligations under this Lease. The Lessee, and to the extent applicable, its successors and assigns, agree that they will not use their status as a sovereign nation or their sovereign immunity, if any, as a defense in the enforcement of any and all terms of this Lease. The Lessee, and to the extent applicable, its successors and assigns, submit to and consent to be sued in the United States Federal District Court for the Eastern District of Wisconsin, and all Federal Courts to which decisions of the United States District Court for the Eastern District of Wisconsin may be appealed or, if the claim asserted does not involve a federal question over which the United States District Court for the Eastern District of Wisconsin has jurisdiction, then to be sued in the Courts of the State of Wisconsin, in Brown County, and if none of the foregoing Courts shall have jurisdiction, then in any other court having jurisdiction over the matter and parties. Lessor and Lessee agree that this consent to jurisdiction is valid, binding, and enforceable, and waive any defense or claim to the contrary. To the extent consistent with applicable federal and state law, Lessee, and to the extent applicable, its successors and assigns, each hereby expressly waive any application of the exhaustion of Tribal Remedies Doctrine, if applicable, that might otherwise require, as a matter of law or comity, that a dispute be heard first in any Tribal Court or other Tribal administrative proceeding.

LESSEE:

ONEIDA TRIBE OF INDIANS OF WISCONSIN

By:

Dated:

LESSOR:

BROWN COUNTY

By

Dated:

Thomas W. Miller, Airport Director Green Bay Austin Straubel International Airport Austin Straubel International Airport Upper Lobby

<u>Exhibit A</u>

Lease Agreement Law Reference # 2017-0869



314 of 409

Oneida Casino Marketing

Memo

To:	Tom Danforth, Oneida Gaming Commissioner
	Matthew Denny, Oneida Gaming Commissioner
	Barbara Erickson, Oneida Gaming Commissioner
	Connie Herlache, Oneida Gaming Commission - Compliance
From:	Mary Wasurick, Assistant Marketing Director/Advertising
CC:	Shannon Davis, Executive Assistant
	Dave Emerson, Slot Director
Date:	5/4/2017
Re:	Demo-Mode Slot Machines at Austin Straubel International Airport

Oneida Casino Marketing Department has the opportunity to place two slot machines in the upper lobby of Austin Straubel International Airport for awareness advertising. The slot machines would be as follows:

- Loaded with demo-mode IGT and Scientific Games software
- Bill acceptor disabled
- No payouts
- Ticketless

These machines would be placed at the airport purely for advertising making travelers aware Oneida Casino is directly across the street and intrigue them with a chance to play for free.



The area where the plant is in the above photo is where a slot machine will be placed. One will be placed on both sides of the lobby doors. Signage will accompany the slot machines letting the public know they can play for free and where Oneida Casino is located.

Currently Oneida Casino has two double-sided hanging tension signs in the lobby area. They are, however, placed so high we feel they go unnoticed. The lights from the slot machines at eye level will be much more noticeable to travelers walking through. Bathrooms and gate security for the wings are immediately to the sides of the space the slot machines would occupy.

We request your permission to move forward in flushing out this opportunity. Thank you for your consideration.

1

315 of 409

Oneida Nation Oneida Gaming Commission



OGC Letter of Support Marketing Opportunity at Airport

Oneida Gaming Commission

To: Louise Cornelius, Gaming General Manager From: Matthew W. Denny, Chairman Oneida Gaming Commission S Date: 12/11/17

The Oneida Gaming Commission has considered Gaming Management's request for support and reviewed responses to general questions regarding the marketing opportunity to install a promotional slot machine at Austin Straubel International Airport. The Commission supports the request to place a slot machine at the airport in demo-mode only. It is understood that any machines to be installed are for display purposes only. There will be no prizes, cash or otherwise, resulting from machine play.

Support also includes approval for Gaming Operations to enter a lease agreement with the airport subject to Gaming's development of relevant internal controls. The lease agreement and/or related contracts will require approval by the Oneida Gaming Commission.

Should there be any additional questions or concerns please feel free to contact me via phone 497-5850 ext. 5659 or via email <u>Mdenny1@oneidanation.org</u>.

cc: OGC

Tamara VanSchyndel, Executive Director Connie Herlache, OGC Compliance Manager William Cornelius, OGC Legal Counsel

P.O. Box 79, Oneida, WI. 54155

316 of 409

Wanda J. Diemel

From:	Melissa M. Alvarado
Sent:	Monday, January 29, 2018 10:50 AM
То:	Central_Purchasing_Contracts
Cc:	Wanda J. Diemel; Mary K. Wasurick; Tamara J. Vanschyndel; Reynold T. Danforth;
	Shannon C. Davis; Melissa M. Alvarado
Subject:	NOTIFICATION: Contracts/Sponsorships 01/29/18

DATE: 01/29/18 FROM: Matthew W. Denny SUBJECT: Contracts/Sponsorships

Good Morning All,

The Gaming Commission has reviewed the following Contracts/Sponsorships for regulatory compliance. These contracts are subject to retro approval at the next regular called OGC meeting and no negative background investigations.

Contract	Contract	Contract	Contract
Name	Number	Dates	Amount
Austin Straubel Airport	2017-0869	Mar. 1, 2018 – Feb. 28, 2021	\$29,985.84

If you have any questions regarding this matter, please contact the Gaming Commission Executive Director, Tamara VanSchyndel or Chair, Matthew W. Denny @ 497-5850.

Thank You

Melissa Alvarado

Administrative Assistant Oneida Gaming Commission 920-497-5850 Toll Free: 1-800-497-5897 malvarad@oneidanation.org



A good mind, A good heart. A strong fire.

"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars and change the world."

317 of 409

Diana L. King

From:	Louise C. Cornelius
Sent:	Monday, January 22, 2018 4:14 PM
То:	Brenda J. Mendolla-Buckley; Chad M. Fuss; Diana L. King; Fawne M. Rasmussen; Lisa L.
	Duff; Lorna G. Skenandore; Lucy A. Neville
Subject:	FW: Demo Machines At Airport

FYI...State does not have any additional concerns.

From: Matthew W. Denny Sent: Monday, January 22, 2018 2:14 PM To: Louise C. Cornelius Subject: FW: Demo Machines At Airport

Per your request...

From: Dillett, John J - DOA [mailto:John.Dillett@wisconsin.gov]
Sent: Friday, January 19, 2018 3:42 PM
To: Christie.Susan
Cc: Matthew W. Denny; Tamara J. Vanschyndel; Connie M. Herlache; Mark A. Powless
Subject: RE: Demo Machines At Airport

Susan:

We have reviewed the information you provided regarding the placement of a gaming device at the Austin Straubel Airport for promotional purposes, including the approval memo from the Oneida Gaming Commission. As long as the gaming device does not accept credits or issue payouts of any kind and the Oneida Gaming Commission has issued an approval, the Office of Indian Gaming and Regulatory Compliance (OIGRC) does not have any further concerns regarding the placement of the demo device.



JOHN DILLETT | Director

Department of Administration, Division of Gaming Office of Indian Gaming and Regulatory Compliance john.dillett@wisconsin.gov Direct: (608) 270-2533 | Cell: (608) 228-2887

From: Christie.Susan [mailto:susan.christie@igt.com]
Sent: Friday, January 19, 2018 2:40 PM
To: Dillett, John J - DOA <<u>John.Dillett@wisconsin.gov</u>>
Subject: FW: Demo Machines At Airport

9

Hi John,

318 of 409

Wanda J. Diemel

From:Patrick W. StensloffSent:Friday, January 26, 2018 8:43 AMTo:Wanda J. DiemelCc:Mary K. WasurickSubject:FW: 2017-0869 RE: Airport ContractAttachments:2017-0869 Brown Co dba Austrin Straubel Airport Contract.pdf

Central Purchasing Approval Date: 01/26/2018 ***** PLEASE NOTE: REQUIRES BUSINESS COMMITTEE APPROVAL PRIOR TO EXECUTION *****

Approval contingent upon completion of the item identified in the Legal Review cover page.

Reminder Note:

Currently all backup information for your purchases is unavailable for viewing by approvers and other parties that need this information. The hard copy documents will be saved to a common directory before they are moved into OnBase. This will provide everyone access to these materials. The following are examples of items that are appropriate to save in the common directory: registration form, flyer, catalog, contract, bids and quotes, etc. Please include Legal Review cover page.

o Scan the documents and save them as a pdf. Save the document in the requisitions folder using the Requisition number as the naming convention.

o OnBase documents can be retrieved directly through logging into OnBase or through Application Enabler (double click on purchase order display screen). These instructions were previously communicated.

o The contract signature process must occur after the purchase order has been approved and sent by the Purchasing Department.

Patrick

From: Oneida Law Sent: Monday, January 22, 2018 11:56 AM To: Central_Purchasing_Contracts Subject: 2017-0869 RE: Airport Contract

I believe it is related to 2017-0869 not 2018-0869.

Hope this helps.

Margaret

From: Central_Purchasing_Contracts Sent: Monday, January 22, 2018 11:44 AM To: Oneida Law Subject: FW: Airport Contract Importance: High

Can you check your records for #2018-0869 as I show no record on my side. Thank you.

Patrick

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	_2_	/ 14	/ <u>18</u>	
----------------------------	-----	------	-------------	--

2. General Information:

Session: 🛛 Open 🔲 Executive - See instructions for the applicable laws, then choose one:			
Agenda Header: Travel Report			
Accept as Information only			
X Action - please describe:			
To accept the travel report for NATOW regular meeting 1-10-18 & GLITC Annual Meeting 1-11-18 Tribal.			
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: Kirby Metoxen, Councilmember			
Primary Requestor/Submitter:			
Your Name, Title / Dept. or Tribal Member			
Additional Requestor:			
Name, Title / Dept.			
Additional Requestor:			
Name, Title / Dept.			

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Kirby Metox	en	
Travel Event:	NATOW Meeting on 1-10-18 & GLITC Annual Meeting on 1-11-18		
Travel Location:	Lac du Flambeau, WI		
Departure Date:	01/10/2018	Return Date:	01/11/2018
Projected Cost:	\$113.94	Actual Cost:	\$357.43
Date Travel was Approved by OBC:		01/10/2018	

Narrative/Background:

Councilman Kirby Metoxen is the representative for the NATOW (Native American Tourism of Wisconsin). NATOW had their regular meeting on January 10th, 2018. NATOW will also did a reporting and gave an update at the GLITC (Great Lakes Intertribal Council, Inc.) meeting on January 11, 2018.

NATOW (Native American Tourism of Wisconsin) meeting on January 10th, 2018. MOU was signed the meeting between NATOW & Woodland Sky Dance Company. There is a Tribal Tourism Assitance Grants that is available for each tribe for up to \$5000 annually for special events, tourismn development, sponsorship and marketing of destination, or project or initiative, Oneida will have the grant application done and submitted as soon as possible. Milwaukee Public Museum is building a new state-ofthe art building in Milwaukee. The MPM hold and cares for one of the most significant Native Amernican collections artifacts in the world. MPM share their conceptual plans for the future and seek advice on continuing the dialoguew more broadly within Wiscinsin's tribal communities.

GLITC (Great Lakes Inter-tribal Council, Inc.) meeting on January 11, 2018. Oneida Nation presented the Tribal Action Plan and Opiod Crisis which included the background, environmental inventory, community readiness, goals, objectives, and outcomes, and evaluation & monitoring. GLITC was informed that the NATOW Director is now a contracted employee of the state. NATOW will be submitting a RFP for a fundraiser. LCO will be hosting this yerars NATOW conference in May 2018.

Business Committee Travel Report

Item(s) Requiring Attention: Travel and lodging.

Requested Action:

Motion to approve travel report for the NATOW Meeting on 1-10-18 & GLITC Annual Meeting on 1-11-18.

Oneida Business Committee Agenda Request

1. Meeting Date Requested:	2	/ 14	/ 18
----------------------------	---	------	------

2. General Information:

Session: 🛛 🖂 Open 🔄 Executive - See instructions for the applicable laws, then choose one:			
Agenda Header: Travel Report			
Accept as Information only			
To accept the travel report for Tribal Consultation Session January 17th to January 18th, 2018.			
3. Supporting Materials			
🖂 Report 🗌 Resolution 📄 Contract			
Other:			
1. 3.			
2. 4.			
Business Committee signature required			
4. Budget Information			
Budgeted - Tribal Contribution			
5. Submission			
Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember			
Primary Requestor/Submitter: Lisa Summers, Secretary Your Name, Title / Dept. or Tribal Member			
Additional Requestor: Name, Title / Dept.			
Additional Requestor:			
Name, Title / Dept.			

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for:	Kirby Metoxe	en Lisa Sumn	ners
Travel Event:	Tri	bal Consultation Sess	ion
Travel Location:	Prior Lake, MN		
Departure Date:	01/17/2018	Return Date:	01/18/2018
Projected Cost:	\$249.25	Actual Cost:	\$243.96
Date Travel was App	proved by OBC:	01/10/2018	

Narrative/Background:

Due to Secretary Lisa Summers having a family emergency, Councilman Kirby Metoxen attending the Tribal Consultation Session and was the representative for the Oneida Nation.

The Department of the Interior (DOI) is considering revision to 25 CFR 151. DOI held a listening session on January 18, 2018 for tribal leaders to provide their input. Please see attached testimony that was given on the behalf of the Oneida Nation.

Item(s) Requiring Attention:

Travel and lodging.

Requested Action:

Motion to approve travel report for the Tribal Consultation Session January 17th-January 18th, 2018.

324 of 409



Oneida Nation Oneida Business Committee PO Box 365 • Oneida, WI 54155-0365 oneida-nsn.gov



Oneida Business Committee Councilman Kirby Metoxen Statement on Fee to Trust Amendments Mystic Lake Casino 1-18-18

The Oneida Nation of Wisconsin is pleased to be dre withyou today to share our iews concerning the Department of Interior's draft amendments to 25 CFR Part 151 and theten questions outlined in the tribal bader letter dated December 6, 2017.

As you may know, our Nation isoriginally from the area which now comprises upstate New York. After the Revolutionary War, we lost nearly 5 million acres of ourancestral homelands through ilegal and transactions, despite treaty promises from the United Sattes that we would forever be secure in outhomelands. In the 1820s cur people began to relocate to the territory which became the State of Wisconsin. In 1838, we entered a Treaty with the United Sattes which established the 65,400-acre Oneida Indian Reservation dong Duck Creek near Green Bay. For nearly 200 years, we have lived here and called this place home.

While the ladmass of the Resrvation consists of 65,400 acres, we lost ownership of most of the land as a result of alotment and repatenting pursuant to the Dawes Act. Now, about 22 percent of our Reservation lands are hdd in trust by the United States, and efforts are underway to reacquire tile to the remaining parcels. The fee-to-trust process therefore is very important to our Nation and its members.

In our view, the primary purpose of trust aquisitions is to retore theinalienable statusof the land and revive the Ederal protection of tile to the land. When land is paked in stust, the land cannot be sold, eased orencumbered without tribal approval. Thus the fee-to-trust process creates a potected land base and provides a state environment to nutrure and promote Oneida culture, conomy, health and political infrastructure. Returning the land to sit original status as inalienable, to orever be hdd by theUnited States for the basefit of the Tribe, ensures that stibal investments within the Oneida Reservation will never be lost. The mission of the Oneida Nation is to strengthen and protect our pople, reclaim ownership of our Reservation land and enhance the environment by exercising our soverignty. Each aspect of the mission is promoted by placing had into trust.

The arrent fæ-to-trust process is working, and the factors considered under the arrent regulations are appropriate. Interested parties receive notice offee-to-trust applications, and have the opportunity to omment. TheBureau ofIndian Affairs considers these comments in determining whether toacquire land in trustIf the Bureau decides to aquire land in trust. Interested parties then have theright to appeal. Theprocess hus ansures the concerns of bcal municipalities and ther interested parties are taken into account. It is working as intended, and interested parties regularly comment on applications, and appeal decisions to take land intortist. Any changes to he process should be centered on efficiency and allocating resources to defend trust aquisition decisions in litigation.

As proposed in he danges to 51.12, the Department would reinstate the 30-day stay before taking lands into trust after a positive determination has been reached. This change in policy simply promotes an environment of ligation rather than cooperation. Such a policy also creates an additional financial burden on tribe, exposing tibes to he continued obligation to pay property taxes on ands deemed digible to be placed into trust. Chelly, this proposed change creates a situation when tribes would be equired to underwrite the lingation efforts being waged against them.

The proposed amendments to 151.12 would have a negative impact on he Oneida Nation for trust acquisition of lands locted on orcontiguous to he Oneida Reservation. In addition, we fear the proposed amendments to 151.11 may serve as a perlude to uture changes to he regulations concerning the turst acquisition of lands becated within or ontiguous to reservations.

We are not convined that fragmenting the pocess will lead to geater efficiency in he consideration of fe-to-trust applications. At he same time, we are concerned that the diditional hurdles created by the proposed danges will lead to geater costs and ddays in an laready lengthy process. While we are grateful to he Department for its desire tofind ways to ilmit the financial obligations tibes must neur simply to oclaim title to their homelands, he additional financial obligations hat would be incorred by tribes should this rule go into effect far outweigh any benefit suggested.

In closing, Oreida bdieves the fe-to-trust process is appropriate and doesn't need to be latered.



1. Meeting Date Requested:	02	/ 10	/ 18
----------------------------	----	------	------

2. General Information:

Session: 🔀 Open 🗌 Executive - See instructions for the applicable laws, then choose one:		
Agenda Header: Travel Request		
Accept as Information only		
Action - please describe:		
Motion to allow up to 15 to travel for Wisconsin Gaming Regulators Association meeting June 13-June 15, 2018 at Northstar Casino		
3. Supporting Materials		
✓ Report Resolution Contract ▼ Other:		
1. Save the date flyer 3.		
2. 4.		
Business Committee signature required		
4. Budget Information		
Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted		
5. Submission		
Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember		
Primary Requestor/Submitter: Matthew W. Denny Chairman Oneida Gaming Commission Your Name, Title / Dept. or Tribal Member		
Additional Requestor: Name, Title / Dept.		
Additional Requestor:		
Name, Title / Dept.		

6. Cover Memo:

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

Potential # of people to attend: OGC (Commissioners): 4 Executive Director: 1 OGC- Compliance: 3 License & Investigations: 3 Surveillance: 4

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

From:	Shannon C. Davis
Sent:	Thursday, February 08, 2018 12:08 PM
То:	Lisa A. Liggins
Cc:	Tamara J. Vanschyndel; Matthew W. Denny; Rosa J. Laster; Kirby W. Metoxen
Subject:	OGC Travel Request on 12/14/18 BC Agenda

Hi Lisa,

This request is being submitted to the BC agenda because of the travel policy advising if there are more than 3 people from one area/dept wanting to travel for a conference it would require OBC Approval.

Additional information as to costs associated:

Lodging would be \$59 up to \$98 if have to take room at Menominee or \$118 up to \$196 per person

Mileage: \$194.70 (there would be carpooling) not every person attending the conference would receive mileage.

Per Diem: \$71.50 per person

I am looking into seeing if there is a tribal vehicle available for this conference. Ricky Fuss is out of the office until Monday (02/12).

Let me know if there is anything else that you may need. Thank you, Shannon

Shannon Davis

OGC Executive Assistant Sdavis@oneidanation.org (920)497-5850 ext. 5657



A good mind. A good heart. A strong fire.

329 of 409

Public Packet

2018 Annual WGRA Conference June 13-15, 2018



North Star Mohican Casino Resort

W12180 County Road A, Bowler, WI

What is WGRA?

Wisconsin Gaming Regulators Association. There are 11 Tribes in the state of Wisconsin, and the regulators united and decided to share their knowledge and support each other with regulatory topics. The events have rotated through various Tribes of Wisconsin hosting to share the expenses among our group. The desire was to have as many attendees as each Tribe could afford to send, and not charge them to attend the event. As attendance grew, we started reaching out to vendors to share their knowledge, expertise, and to sponsor in order to assist with the costs for this event. Some Tribes also submit sponsorship funds, if they can afford it! It is our goal to have top notch training within our state to minimize costs, and open participation so no one is turned away. This is our second year opening registration across the nation, and we are expecting record number of attendees, and awesome knowledge.

Who should attend?

Regulators & staff such as: Commissioners, Compliance, Auditors, Slot Operations, Licensing and Investigations, Surveillance, Gaming Information Technology, Analysts, Marketing, and Gaming Operators.

FREE TRAINING, FUN NETWORKING EVENTS, FREE MEALS,

Clear your calendars, make reservations, bring your business cards and be ready to listen, learn, and share your regulatory best practices with other attendees!

To Register:

Details to follow—Spring 2018

If you have questions or concerns please contact: Mohican Gaming Commissioner Tony Granquist At 715-787-2530 or email tony.granquist@mohican-nsn.gov

Public Packet

330 of 409

1. OBC Meeting Da	te Requested: <u>2</u> / <u>14</u> /	<u>18</u> — e-poll r	requested
2. General Informa	tion:		
Event Name:	Inter-Tribal Mon	itoring Association on India	an Trust
Event Location:	Albuquerque, NM	Attendee(s): Jennifer	Webster
Departure Date:	April 24, 2018	Attendee(s):	
Return Date:	April 28, 2018	Attendee(s):	
Unbudgeted	tion: le in individual travel budget(s) or Reimbursed	Cost Estimate:	\$1776.5

4. Justification:

Describe the justification of this Travel Request:

As you can see from the e-mail on Jan 22 from Mary Zuni. Oneida is still considered a member of the Board of Directors therefore giving us a seat at the table. Daniel Guzman and I were appointed to ITMA.

Following is a list of Agenda Items that will be covered at the ITMA Meeting & Workshop. US Congressional and Administration Initiatives relating to Trust, Office of Special Trustee & Bureau of Indian Affairs Trust Related Activities. Federal Budget and the Impacts on Trust Matters. On-going Trust Issues: Accountings for Cobell Opt-outs, Last Call for Payouts, Appraisals, Probate, Buy-back, Sunset of OST, Wherabouts of Unknown, etc. The Post-Claims Era: Tribal Trust Funds Portfolio Management, Cobell Scholarship Fund, Tribal Environmental, Energy & Water Issues and New Challenges to Tribal Sovereignty.

I am respectfully requesting the Business Committee to approve my travel request.

Yaw^ko

5. Submission

Sponsor: Jennifer Webster, Councilmember

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

Form approved by OBC on 03/25/2015

INTERTRIBAL MONITORING ASSOCIATION on Indian Trust



ITMA MEETING & WORKSHOP

April 25-27, 2018

ALBUQUERQUE SHERATON UPTOWN 2600 Louisiana Blvd NE Albuquerque, NM 87110

AGENDA ITEMS

U.S. Congressional and Administration Initiatives Relating to Trust Office of the Special Trustee and Bureau of Indian Affairs Trust Related Activities Federal Budget and the Impact on Trust Matters On-going Trust Issues: Accountings for Cobell Opt-outs, Last Call for Payouts Appraisals, Probate, Buy-back, Sunset of OST, Whereabouts Unknown, etc. The Post-Claims Era: Tribal Trust Funds Portfolio Management Cobell Scholarship Fund, Tribal Environmental, Energy & Water Issues New Challenges to Tribal Sovereignty

Registration Fees:

Early Registration:\$250 Per Person-- After April 15:\$300 Per PersonPayable to:"Intertribal Monitoring Association"Mail to:181 Tribal Road 82, SW - Albuquerque, NM 87105

<u>Meeting Registration:</u> Forward participants Name, Tribe, Position, Phone # and email address to: intertribal.trust@gmail.com Please note if you will be staying in the host hotel.

<u>Sheraton Room Block @:</u> Gov't Rate \$93/night available Wed/April 25,Thur/April 26, Fri/April 27 <u>Reservations--</u>Reference: "ITMA Block" 888/627-7127 (Direct: 505/881-0000) <u>Block Ends</u>: April 1, 2018 (Regular Daily Room Rate: \$139/night)

<u>Additional Information:</u> Mary Zuni (505)235-9132 Christopher Little (505)933-2051

Public Packet

332 of 409

Jennifer A. Webster

From: Sent: To: Cc: Subject: Attachments: Melinda J. Danforth Friday, January 26, 2018 9:28 AM Jennifer A. Webster Jessica L. Wallenfang FW: ITMA April 25-27 2018, Albuquerque Meeting Apr25-27,2018 ITMA Albuquerque ANNOUNCEMENT.pdf

Jenny,

You and Daniel were appointed to ITMA to serve and also provide the Business Committee with a recommendation on whether or not we should continue to participate in ITMA.

Mary Zuni, the Executive Director for ITMA, has indicated that there will be a meeting in Albuquerque in April and Oneida is still has a seat on the board of directors.

Daniel is using the remainder of his travel budget for MAST Impact week, Region 5 HHS Consultation and a hemp conference in Milwaukee. He does not have any further funding after that. So I am wondering if you would be interested in attending this.

Melinda J. Danforth, Executive Assistant to

Councilman Daniel Guzman King

Oneida Nation P.O. Box 365 Oneida, WI 54155

Phone:(920) 869-4461Cell:(920) 562-0290Fax:(920) 869-4040

From: Mary M Zuni [mailto:marym.zuni@gmail.com] Sent: Monday, January 22, 2018 6:55 AM To: Melinda J. Danforth Subject: ITMA April 25-27 2018, Albuquerque Meeting

Hi Melinda,

ITMA has confirmed the dates for the next meeting – April 25-26-27, 2018 in Albuquerque.

Can you please assist ITMA and guide me to the appropriate individual and process for following up on Oneida's membership. Oneida is still considered a member of the Board of Directors during our last tenure. We have started back up with the same Board for guidance.

Attached is the meeting flyer information. I am happy to respond to any questions.

Mary Zuni 505/235-9132

333 of 409

Oneida Business Committee Travel Request

1. OBC Meeting Da	te Requested: <u>02</u> / <u>14</u> /	18 e-poll requested	
2. General Informa	tion:		
Event Name:	2018 National Indi	an Gaming Association - Trade Show	
Event Location:	Las Vegas, NV	Attendee(s): Tehassi Hill	
Departure Date:	Apr 16, 2018	Attendee(s): TBD	
Return Date:	Apr 21, 2018	Attendee(s): TBD	
3. Budget Informa	tion:		
🖂 🛛 Funds availab	le in individual travel budget(s)	Cost Estimate:	
Unbudgeted			—
🔲 Grant Funded	or Reimbursed		

4. Justification:

Describe the justification of this Travel Request:

The National Indian Gaming Association Tradeshow & Convention offers 60 different sessions on various topics, such as Finance, Legislative/Policy, Management & Development, and Regulation & Compliance, among other topics presented by industry leaders and executives.

An agenda is not available at this time. Attached is the information from the website.

5. Submission

Sponsor: Tehassi Hill, Chairman

- 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

Information | Indian Gaming Tradeshow & Convention Public Packet

Page 1 of 2 334 of 409

SEARCH

Q

SHOW INFO EE

EDUCATION & EVENTS EXHIBITOR INFO

TRAVEL MEDIA

Home > Show Info > Information

INFORMATION

Entering its 33nd year, the Indian Gaming Tradeshow & Convention has established itself not only as the premier event for the Indian Gaming industry but as the figurative heartbeat of Native American success.

The largest gathering of tribal leaders and casino executives in the country, the Indian Gaming Tradeshow & Convention is both the meeting place where the community gathers to learn, network and exchange industry-specific ideas and a cultural celebration of success, strength and self-reliance.

Show Details

April 17-20, 2018 Las Vegas Convention Center 3150 Paradise Road Las Vegas, NV 89091

Tentative Schedule

Tuesday, April 17 Pre-Conference Sessions; Golf Tournament; Chairman's Welcome Reception

Wednesday, April 18 Member Meeting; Conference Sessions; Chairman's Luncheon; Cultural Reception

Thursday, April 19 Tradeshow 10:00 AM - 5:00 PM - Show Floor Reception sponsored by AGEM

Friday, April 20 Tradeshow 10:00 AM - 3:00 PM - Lunch for the first 400 people; Closing Reception at Westgate Pool

Wednesday - Friday, April 18-20 Commissioner Training (Level 3 and Master)

*Full schedule to come

About National Indian Gaming Association

The National Indian Gaming Association (NIGA) is a non-profit organization of 184 Indian Nations with other nonvoting associate members representing organizations, tribes and business engaged in tribal gaming enterprises around the country. As the go-to resource for the community on education, legislation and public policy issues, National Indian Gaming Association works to advance the social, economic and political success of its members and the Indian community, at large.

For more information, visit www.indiangaming.org.

REGISTER NOW

APRIL 17 - 20, 2018 Las Vegas Convention Center







1. Meeting Date Requested:	02	/ 14	/ 18
----------------------------	----	------	------

2. General Information:

Session: 🛛 Open 🔲 Executive - See instructions for the applicable laws, then choose one:		
Agenda Header: Travel Request		
Accept as Information only		
Action - please describe:		
Enter e-poll results into the record for the approved travel request - Councilwoman Webster – IHCIF Work Group Meeting – Washington DC – January 29-February 1, 2018		
 3. Supporting Materials □ Report □ Resolution □ Contract ○ Other: 		
1. E-mails with request and results 3.		
2. Agenda request for e-poll with backup 4.		
Business Committee signature required		
4. Budget Information		
Budgeted - Tribal Contribution		
5. Submission		
Authorized Sponsor / Liaison: Lisa Summers, Secretary		
Primary Requestor/Submitter: Requestor: Councilwoman Jennifer Webster Your Name, Title / Dept. or Tribal Member		
Additional Requestor: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Name, Title / Dept.		
Additional Requestor:		

6. Cover Memo:

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

BACKGROUND

On Thursday, January 18, 2018 at 12:07 PM, the following e-poll was conducted:

Summary:

This e-poll is to approve a travel request for Jennifer Webster to attend the Indian Health Care Improvement fund work group meeting in Washington DC, January 29 – February 1st. She has been selected to serve as an alternate.

The purpose of requesting the e-poll is twofold. First, the next BC meeting to get this item approved would be after the date of the travel. Second, IHS would like to book her flight and hotel as soon as possible for savings on cost.

Requested Action:

Approve travel request - Councilwoman Webster - IHCIF Work Group Meeting - Washington DC - Jan 29-Feb1, 2018.

Deadline for response:

Responses are due no later than 4:30 p.m., Friday, January 19, 2018.

As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Lisa Summers

REQUESTED ACTION

Enter e-poll results into the record for the approved travel request - Councilwoman Webster – IHCIF Work Group Meeting – Washington DC – January 29-February 1, 2018

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

From:	TribalSecretary
Sent:	Friday, January 19, 2018 4:30 PM
То:	BC members; TribalSecretary
Cc:	BC Aides; BC_Agenda_Requests; Debbie J. Melchert
Subject:	E-POLL RESULTS: Approve travel request - Councilwoman Webster - IHCIF Work Group
	Meeting - Washington DC - Jan 29-Feb1, 2018
Attachments:	BCAR Approve travel request - Councilwoman Webster - IHCIF Work Group Mepdf

E-POLL RESULTS

The E-Poll request for the approval of a travel request for Jennifer Webster to attend the Indian Health Care Improvement fund work group meeting in Washington DC, January 29-February 1, 2018, <u>has been approved</u>. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Lisa Summers

Lisa Liggins, Information Management Specialist Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.

PO Box 365 Oneida, WI 54155-0365 Oneida-nsn.gov

How can the BC Support Office help you? Paula "Pogi" King Dessart (Executive Assistant) – Budgeting, Processing A/P, GTC Meeting Prep, Scheduling Debbie Melchert (Administrative Assistant) – Signature Log, Mail Log, Kronos, Scheduling, BC Travel Brooke Doxtator (BCC's Supervisor) – Pardons, Boards, Committees and Commissions, Scheduling Lee Cornelius (BCC's Records Clerk) – Minutes for BCC's, & LRO Evander Delgado (BCC's Records Clerk) – Minutes for BCC's, LRO Lisa Liggins (Information Management Specialist) – BC Mtg Agenda Requests, Packets, and Minutes, Scheduling

CONFIDENTIALITY NOTICE: This message and any included attachments are intended only for the addressee. This message may contain privileged, confidential, or proprietary information. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please inform us promptly by reply *e-mail*, then delete the *e-mail* and destroy any printed copy.

From: Sent: To: Cc:	TribalSecretary Thursday, January 18, 2018 12:07 PM BC members; TribalSecretary Brian A. Doxtator; Cathy L. Bachhuber; Danelle A. Wilson; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Lisa A. Liggins; Melinda J. Danforth; Rhiannon R. Metoxen; Rosa J. Laster
Subject:	E-POLL REQUEST: Approve travel request - Councilwoman Webster - IHCIF Work Group Meeting - Washington DC - Jan 29-Feb1, 2018
Attachments:	BCAR Approve travel request - Councilwoman Webster - IHCIF Work Group Meeting - Washington DC - Jan 29-Feb1, 2018.pdf
Importance:	High

E-POLL REQUEST

Summary:

This e-poll is to approve a travel request for Jennifer Webster to attend the Indian Health Care Improvement fund work group meeting in Washington DC, January 29 – February 1st. She has been selected to serve as an alternate.

The purpose of requesting the e-poll is twofold. First, the next BC meeting to get this item approved would be after the date of the travel. Second, IHS would like to book her flight and hotel as soon as possible for savings on cost.

Requested Action:

Approve travel request - Councilwoman Webster - IHCIF Work Group Meeting - Washington DC - Jan 29-Feb1, 2018.

Deadline for response:

Responses are due no later than 4:30 p.m., Friday, January 19, 2018.

Voting:

- 1. Use the voting button above, if available; OR
- 2. Reply with "support" or "oppose".

Lisa Liggins, Information Management Specialist Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.

Oneida Business Committee Travel Request

1. OBC Meeting Da	te Requested: <u>01</u> / <u>18</u> /	<u>18</u> 🛛 e-pol	l requested
2. General Informa	tion:		
Event Name:	Indian Health Care In	nprovement Fund Work G	roup Meeting
Event Location:	Washington D.C.	Attendee(s): Jennife	r Webster
Departure Date:	Jan 29, 2018	Attendee(s):	
Return Date:	Feb 1, 2018	Attendee(s):	
3. Budget Informat	tion:		
⊠ Funds availabl □ Unbudgeted	e in individual travel budget(s)	Cost Estimate:	\$1650
🔀 Grant Funded	or Reimbursed		,

4. Justification:

Describe the justification of this Travel Request:

I have been selected to serve as an alternate on behalf of the Bemidji Area on the Indian Health Care Improvement Fund (IHCIF) work group.

IHS is establishing this work group to review the existing IHCIF formula and recommend changes for future use. This is an important component for the Bemidji area as we are currently the lowest funded region, with our level of need (LNF) funding at approximately 47%. Bemidji area's goal is to increase the LNF in our area by advocating for change in the funding formula.

Indian Health Service will pay for travel expenses

Thus, I am respectfully requesting the Business Committee to approve my travel request.

Yaw^ko

5. Submission

Sponsor: Jennifer Webster, Councilmember

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

IHS/Tribal IHCIF Workgroup Representatives

	Tribal /	Primary /			Tribe /
Area	Federal	Alternate		Title	Tribal Organization
Alaska	Tribal	Primary	Mr. James C. Roberts	Senior Executive, Intergovernmental Affairs	Alaska Native Tribal Health Consortium
Alaska	Tribal	Alternate	Mr. Luke Welles	Vice President of Finance	Arctic Slope Native Association
Alaska	Federal	Primary	Christopher Mandregan	Area Director	N/A
Alaska	Federal	Alternate	Evangelyn Dotomain	Executive Officer	N/A
Albuquerque	Tribal	Primary	Joe Garcia	Ohkay Owingeh Councilman	
Albuquerque	Tribal	Alternate	TBD		
Albuquerque	Federal	Primary	John Rael	CEO, ABQ Svc Unit	N/A
Albuguerque	Federal	Alternate	Clinton K. Gropp	CEO, UMU Svc Unit	N/A
Bemidji	Tribal	Primary	Phyllis Davis	Tribal Council Member	Gun Lake Tribe
Bemidji	Tribal	Alternate	Matt Clay	Director of Health Services	Pokagon Band of Potawatomi
Bemidji	Tribal	Alternate	Jennifer Webster	Councilwoman, Oneida Business Committee	Oneida Nation
Bemidji	Federal	Primary	Jason Douglas	Statistician/Health Planner	N/A
Bemidji	Federal	Alternate	Keith Longie	Area Director	N/A
Billings	Tribal	Primary	Beau Mitchell	Council Member	Chippewa Cree Tribal Council of Rocky Boy Reservation
Billings	Tribal	Alternate	Clint Wagon	Chairman	Eastern Shoshone Business Council
Billings	Federal	Primary	Leslie Racine	Management Analyst	N/A
Billings	Federal	Alternate	Mary Godfrey	Financial Management Officer	N/A
California	Tribal	Primary	Chris Devers	Tribal Representative	Pauma Band of Luiseno Indians
California	Tribal	Alternate	Mark LeBeau, PhD	Chief Executive Director, CRIHB	Various CRIHB resolution Tribes
California	Federal	Primary	Steve Riggio	Deputy Director, CAO	N/A
California	Federal	Alternate	Christine Brennan	Statistician/Public Health Analyst	N/A
Great Plains	Tribal	Primary	TBD		
Great Plains	Tribal		TBD		
Great Plains	Federal	Primary	Shelly Korbel		N/A
Great Plains	Federal	Alternate	TBD		N/A
lashville	Tribal	Primary	Dr. Lynn Malerba	Chief	Mohegan Tribe of Connecticut
lashville	Tribal	Alternate	Casey Cooper	CEO	Eastern Band of Cherokee Indians
lashville	Federal	Primary	Mark Skinner	Executive Officer	N/A
lashville			Kristina Rogers		N/A
lavajo			Russell Begaye		Navajo Nation
lavajo	Tribal	Alternate	Dr. Glorinda Segay	Executive Director, Navajo Department of Health	Navajo Nation
lavajo	Federal		Dee Hutchison		N/A
avajo	Federal	Alternate	CAPT Brian K. Johnson	Acting Area Director	N/A

Area	Tribal / Federal	Primary / Alternate	Name	Title	Tribe / Tribal Organization
Oklahoma City	Tribal	Primary	Melissa Gower	Senior Advisor, Policy	Chickasaw Nation
Oklahoma City	Tribal	Alternate	Terri Parton	Analyst President, Wichita and	Wichita and Affiliated
Oklahoma City	mbai	Alternate	remparton	Affiliated Tribes	Tribes
Oklahoma City	Federal	Primary	Ron Grinnell	Executive Officer	N/A
	Federal	Alternate		Director, Division of	N/A
Oklahoma City	rederal	Alternate	Carla Despain		
Dhaaniy	Tribal	Duino ari (Ambou Tourso	Financial Management	Walker Diver Deivte
Phoenix Phoenix	Tribal Tribal	Primary	Amber Torres	Chairman Chairperson, Hualapai Tribe	Walker River Paiute
Phoenix	Tribai	Alternate	Rosemary Sullivan		Hualapai Tribe
		<u> </u>		Health Advisory Board	
Phoenix	Federal	Primary	Sheila Todecheenie	Supervisory Financial	N/A
				Management Specialist,	
				Phoenix Indian Medical	
				Center	
Phoenix	Federal	Alternate	Desdamona Leslie	Financial Management	N/A
				Specialist/FATA, Whiteriver	
				Indian Hospital	
Portland	Tribal	Primary	Ms. Gail Hatcher	Vice-Chair	The Klamath Tribes
Portland	Tribal	Alternate	Mr. Steven Kutz	Tribal Council Member	Cowlitz Indian Tribe
Portland	Federal	Primary	Ann Arnett	Executive Officer	N/A
Portland	Federal	Alternate	Nichole Swanberg	Acting Financial	N/A
				Management Officer	
Tucson Tribal Pi		Primary	CAPT Marc Fleetwood	Director of Facilities	Tohono O'odham Nation
				Engineering Planning &	
				Economic Development	
				Dept.	
Tucson	Tribal	Alternate	Reuben Howard	Executive Director	Pascua Yaqui Tribe
Tucson	Federal	Primary	Vivian Draper	Area Financial Management	N/A
				Officer	
Tucson	Federal	Alternate	Mark Bigbey	Area Executive Officer	N/A
Headquarters	Federal		Jennifer Cooper	Acting Director, Office of N/A	
·				Tribal Self-Governance	
Headquarters	Federal	Ex Officio	Roselyn Tso	Acting Director, Office of	N/A
				Direct Services and	
				Contracting Tribes	
Headquarters	Federal	Ex Officio	CAPT Francis Frazier	Director, Office of Public	N/A
·	```			Health Support	-
Headquarters	Federal	Ex Officio	Ann Church	Acting Director, Office of	N/A
				Finance and Accounting	•

F

Melinda J. Danforth

From:	Jennifer A. Webster
Sent:	Wednesday, January 17, 2018 4:18 PM
То:	Jessica L. Wallenfang; Melinda J. Danforth
Subject:	FW: Save the Date: IHCIF Workgroup Meeting, January 30-31, Washington, DC, Metro
	Area
Attachments:	IHCIF Workgroup List.pdf

Jess, can you process an E-poll for this. Travel Jan 29-31 Thanks, Jenny

From: Church, Ann M. (IHS/HQ) [mailto:Ann.Church@ihs.gov] **Sent:** Tuesday, January 16, 2018 11:51 PM

To: Roberts, James C (AKA); Welles, Luke (AKA Contact); Mandregan, Christopher (IHS/AKA); Dotomain, Evangelyn (IHS/AKA); Mistylake@cynermess.com; Rael, John E (IHS/ALB/ASU); Gropp, Clinton K. (IHS/ALB); Phyllis.Davis@gltnsn.gov; Clay, Matt (Pokagon Band of Potawatomi); Jennifer A. Webster; Douglas, Jason (IHS/BEM); Longie, Keith (IHS/BEM); beau@cct.rockyboy.org; cwagon@easternshoshone.com; Wagon, Clint (Eastern Shoshone Business Council); Racine, Leslie (IHS/BIL); Godfrey, Mary (IHS/BIL); ccdevers@gmail.com; LeBeau, Mark (CRIHB); Riggio, Steve J (IHS/CAL); Brennan, Christine (IHS/CAL); Malerba, Lynn (IHS/NAS/Mohegan); casey.cooper@cherokee.org; Skinner, Mark (IHS/NAS/AO); Rogers, Kristina M. (IHS/NAS/AO); russellbegaye@navajo-nsn.gov; Segay, Glorinda (NNDOH); Hutchison, Dee (IHS/NAV); Johnson, Brian K (IHS/NAV); melissa.gower@chickasaw.net; terri.parton@wichitatribe.com; Grinnell, Ronald (IHS/OKC/AO); Despain, Carla (IHS/OKC/AO); atorres@wrpt.us; Sullivan, Rosemary (Hualapai Tribe); Todecheenie, Sheila E. (IHS/PHX); Leslie, Desdemona (IHS/PHX); gail.hatcher@klamathtribes.com; Kutz, Steve (CWZ); Arnett, Ann (IHS/POR); Swanberg, Nichole (IHS/POR); Fleetwood, Marc (IHS/TUC); Howard, Reuben; Draper, Vivian A (IHS/TUC); Bigbey, Mark J (IHS/TUC); Cooper, Jennifer (IHS/HQ); Tso, Roselyn (IHS/HQ); Frazier, Francis (IHS/HQ); Korbel, Shelly (IHS/ABR/AO)

Cc: Fowler, Elizabeth A. (IHS/HQ); Smith, Benjamin P. (IHS/HQ); Porter, Christopher L (IHS/HQ); Curfman, Deloria A. (IHS/HQ); Pittman, Robert (IHS/HQ); IHS Area Directors

Subject: RE: Save the Date: IHCIF Workgroup Meeting, January 30-31, Washington, DC, Metro Area

Indian Health Care Improvement Fund Workgroup Members:

The January 30-31 IHS/Tribal IHCIF Workgroup meeting will be held at the Holiday Inn Washington-Central/White House. Meeting and travel logistics are included below. For your reference, the current list of Workgroup members is also attached.

Meeting Location:

Holiday Inn Washington-Central/White House Mayors Room 1501 Rhode Island Ave., NW Washington, DC 20005 Phone: 202-483-2000 Toll Free: 800-248-0016 http://www.inndc.com/

<u>Travel</u>:

The IHS will arrange and pay for the travel of one Tribal workgroup member. Primary Tribal workgroup members should contact their IHS Area Office for assistance with travel arrangements. If the primary member cannot attend, the IHS will arrange and pay for the alternate Tribal member.

Public Packet

Lodging:

Attendees may make lodging reservations at the Holiday Inn Washington-Central/White House. Reservations can be made by calling the hotel at 202-483-2000, visiting the hotel Web site at <u>http://www.inndc.com</u>, or (for federal travelers/arrangers) by selecting the hotel within ConcurGov. A separate blocks of rooms was not arranged; however, the hotel confirmed availability with rates below the Government per diem rate of \$201.

Federal travelers / arrangers: When making reservations for federal travelers and/or the one Tribal member's travel, select "Holiday Inn Washington DC-Central" within ConcurGov. A Government rate of \$179 per night is currently available.

<u>RSVP</u>:

Please let us know if you are able to attend the meeting by emailing me at <u>Ann.Church@ihs.gov</u>. If primary Tribal/federal members are unable to attend, please coordinate with your alternate Tribal/federal member to ensure representation. Alternate members are certainly welcome to attend even if the primary member will be in attendance.

Agenda:

A draft meeting agenda will be distributed in the near future. We anticipate two full days, January 30-31, to cover the IHCIF history, formula, recent work to update information used in the formula, and to discuss recommendations for potential future use.

If you have any questions, please contact me at Ann.Church@ihs.gov.

Thank you, Ann

From: Church, Ann M. (IHS/HQ)

Sent: Tuesday, January 09, 2018 11:52 AM

To: Roberts, James C (AKA) < <u>icroberts@anthc.org</u>>; Welles, Luke (AKA Contact) < <u>Luke.Welles@arcticslope.org</u>>; Mandregan, Christopher (IHS/AKA) <Christopher.Mandregan@ihs.gov>; Dotomain, Evangelyn (IHS/AKA) <Evangelyn.Dotomain@ihs.gov>; Mistylake@cynermess.com; Rael, John E (IHS/ALB/ASU) <John.Rael@ihs.gov>; Gropp, Clinton K. (IHS/ALB) <Clinton.Gropp@ihs.gov>; Phyllis.Davis@glt-nsn.gov; Clay, Matt (Pokagon Band of Potawatomi) <matt.clay@pokagonband-nsn.gov>; JWEBSTE1@oneidanation.org; Douglas, Jason (IHS/BEM) <jason.douglas@ihs.gov>; Longie, Keith (IHS/BEM) < Keith.Longie@ihs.gov>; beau@cct.rockyboy.org; cwagon@easternshoshone.com; Wagon, Clint (Eastern Shoshone Business Council) <cdwagon@e-shoshone.com>; Racine, Leslie (IHS/BIL) <Leslie.Racine@ihs.gov>; Godfrey, Mary (IHS/BIL) < Mary.Godfrey@ihs.gov>; ccdevers@gmail.com; LeBeau, Mark (CRIHB) <Mark.LeBeau@crihb.org>; Riggio, Steve J (IHS/CAL) <Steve.Riggio@ihs.gov>; Brennan, Christine (IHS/CAL) <Christine.Brennan@ihs.gov>; Malerba, Lynn (IHS/NAS/Mohegan) <<u>Imalerba@moheganmail.com>;</u> casey.cooper@cherokee.org; Skinner, Mark (IHS/NAS/AO) <Mark.Skinner@ihs.gov>; Rogers, Kristina M. (IHS/NAS/AO) <Kristina.Rogers@ihs.gov>; russellbegaye@navajo-nsn.gov; Segay, Glorinda (NNDOH) <glorinda.segay@nndoh.org>; Hutchison, Dee (IHS/NAV) < Dee.Hutchison@ihs.gov>; Johnson, Brian K (IHS/NAV) < Brian.Johnson@ihs.gov>; melissa.gower@chickasaw.net; terri.parton@wichitatribe.com; Grinnell, Ronald (IHS/OKC/AO) <<u>Ronald.Grinnell@ihs.gov</u>>; Despain, Carla (IHS/OKC/AO) <<u>Carla.Despain@ihs.gov</u>>; <u>atorres@wrpt.us</u>; Sullivan, Rosemary (Hualapai Tribe) <rsullivan@hualapai-nsn.gov>; Todecheenie, Sheila E. (IHS/PHX) <Sheila.Todecheenie@ihs.gov>; Leslie, Desdemona (IHS/PHX) <Desdemona.Leslie@ihs.gov>; gail.hatcher@klamathtribes.com; Kutz, Steve (CWZ) <<u>skutz.health@cowlitz.org</u>>; Arnett, Ann (IHS/POR) <Ann.Arnett@ihs.gov>; Swanberg, Nichole (IHS/POR) <<u>Nichole.Swanberg@ihs.gov</u>>; Fleetwood, Marc (IHS/TUC) <<u>Marc.Fleetwood@ihs.gov</u>; Howard, Reuben <<u>Reuben.Howard@pascuayaqui-nsn.gov</u>; Draper, Vivian A (IHS/TUC) <Vivian.Draper@ihs.gov>; Bigbey, Mark J (IHS/TUC) <Mark.Bigbey@ihs.gov>; Cooper, Jennifer (IHS/HQ) <Jennifer.Cooper@ihs.gov>; Tso, Roselyn (IHS/HQ) <Roselyn.Tso@ihs.gov>; Frazier, Francis (IHS/HQ) <Francis.Frazier@ihs.gov> Cc: Fowler, Elizabeth A. (IHS/HQ) (Elizabeth.Fowler@ihs.gov) <Elizabeth.Fowler@ihs.gov>; Smith, Benjamin P. (IHS/HQ)

Cc: Fowler, Elizabeth A. (IHS/HQ) (<u>Elizabeth.Fowler@ihs.gov</u>) <<u>Elizabeth.Fowler@ihs.gov</u>>; Smith, Benjamin P. (IHS/HQ) <<u>Benjamin.Smith@ihs.gov</u>>; Porter, Christopher L (IHS/HQ) <<u>Christopher.Porter@ihs.gov</u>>; Curfman, Deloria A. (IHS/HQ)

Public Packet

<<u>Deloria.Curfman@ihs.gov</u>>; Pittman, Robert (IHS/HQ) <<u>Robert.Pittman@ihs.gov</u>>; IHS Area Directors <<u>AreaDirs@ihs.gov</u>> Subject: Save the Date: IHCIF Workgroup Meeting, January 30-31, Washington, DC, Metro Area

Indian Health Care Improvement Fund Workgroup Members:

Thank you for your interest in the newly-established IHS/Tribal Indian Health Care Improvement Fund (IHCIF) Workgroup. As announced in the November 13, 2017, letter to Tribal Leaders, the IHS is establishing this workgroup to review the existing IHCIF formula and recommend changes for future use. Over the last two months, each Area worked locally to develop a list of four representatives per Area to include both primary and alternate Tribal and federal representatives. You are receiving this email because your name was included in that list.

To ensure the work of this group can provide the maximum impact to potential funding in the FY 2018 budget, the first workgroup meeting will be held January 30-31 in the Washington, DC, metro area. Additional meeting logistics will be provided in the coming days, but please hold these two days on your calendars.

If you have any questions, please contact me at Ann.Church@ihs.gov.

Link to the November 13, 2017, letter to Tribal Leaders: https://www.ihs.gov/newsroom/includes/themes/responsive2017/display_objects/documents/2017_Letters/58860-1_DTLL_11132017.pdf

Thank you, Ann

Acting CFO/Director Office of Finance and Accounting Indian Health Service <u>Ann.Church@ihs.gov</u>

1.	Meeting	Date	Requested:	02	/	14	/	18

2. General Information:

Session: 🖂 Open 📋 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Travel Request
Accept as Information only
X Action - please describe:
Enter e-poll results into the record for the approved travel request - Councilman Guzman King - 1st Annual Anishinaabe Hemp Conference - Callaway, MN - March 1-2, 2018
3. Supporting Materials □ Report □ Resolution □ Contract ☑ Other:
1. E-mails with request and results 3.
2. Agenda request for e-poll with backup4.
Business Committee signature required
4. Budget Information
Budgeted - Tribal Contribution
5. Submission
Authorized Sponsor / Liaison: Lisa Summers, Secretary
Primary Requestor/Submitter: <u>Requestor: Councilman Daniel Guzman King</u> Your Name, Title / Dept. or Tribal Member
Additional Requestor: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

6. Cover Memo:

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

BACKGROUND

On Friday, February 2, 2018, at 9:00 a.m., the following e-poll was conducted:

Summary:

As the Vice Chairman of the Community Development Planning Committee and a co-lead on the Industrial Hemp project, I am requesting to attend the 1st Annual Anishinaabe Hemp Conference. The White Earth reservation has been successful in growing hemp seeds on their reservation and I would like to learn more about their protocols, partnerships, laws and establish networking opportunities with their hemp growers. The information from the conference will be valuable as we continue to assess our infrastructure and develop our Nation's strategy regarding Hemp.

Requested Action:

Approve the travel request for Councilman Daniel Guzman King to attend the 1st Annual Anishinaabe Hemp Conference in Callaway, MN from March 1, 2018 through March 2, 2018

Deadline for response:

Responses are due no later than 4:30 p.m., MONDAY, February 5, 2018.

As of the deadline, below are the results:

Support: Tehassi Hill, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

REQUESTED ACTION

Enter e-poll results into the record for the approved travel request - Councilman Guzman King - 1st Annual Anishinaabe Hemp Conference - Callaway, MN - March 1-2, 2018

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

From:	TribalSecretary
Sent:	Monday, February 5, 2018 4:30 PM
То:	BC members; TribalSecretary
Cc:	BC Aides; BC_Agenda_Requests; Debbie J. Melchert
Subject:	E-POLL RESULTS: Approve travel request - Councilman Guzman King - 1st Annual
	Anishinaabe Hemp Conference - Callaway, MN - Mar 1-2, 2018
Attachments:	BCAR Approve travel request - Councilman Guzman King - 1st Annual Anishipdf

E-POLL RESULTS

The E-Poll request to approve travel request for Councilman Guzman King to attend the 1st Annual Anishinaabe Hemp Conference in Callaway, MN - Mar 1-2, 2018,, <u>has been approved</u>. As of the deadline, below are the results:

Support: Tehassi Hill, David P. Jordan, Trish King, Kirby Metoxen, Brandon Stevens, Ernie Stevens III, Jennifer Webster

Lisa Liggins, Information Management Specialist Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.

PO Box 365 Oneida, WI 54155-0365 Oneida-nsn.gov

How can the BC Support Office help you? Paula "Pogi" King Dessart (Executive Assistant) – Budgeting, Processing A/P, GTC Meeting Prep, Scheduling Debbie Melchert (Administrative Assistant) – Signature Log, Mail Log, Kronos, Scheduling, BC Travel Brooke Doxtator (BCC's Supervisor) – Pardons, Boards, Committees and Commissions, Scheduling Lee Cornelius (BCC's Records Clerk) – Minutes for BCC's, & LRO Evander Delgado (BCC's Records Clerk) – Minutes for BCC's, LRO Lisa Liggins (Information Management Specialist) – BC Mtg Agenda Requests, Packets, and Minutes, Scheduling

CONFIDENTIALITY NOTICE: This message and any included attachments are intended only for the addressee. This message may contain privileged, confidential, or proprietary information. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please inform us promptly by reply *e*-mail, then delete the *e*-mail and destroy any printed copy.

From: Sent: To:	TribalSecretary Friday, February 02, 2018 9:00 AM TribalSecretary; Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill
Cc:	Brian A. Doxtator; Cathy L. Bachhuber; Danelle A. Wilson; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Melinda J. Danforth; Rhiannon R. Metoxen; Rosa J. Laster
Subject:	E-POLL REQUEST: Approve travel request - Councilman Guzman King - 1st Annual Anishinaabe Hemp Conference - Callaway, MN - Mar 1-2, 2018
Attachments:	BCAR Approve travel request - Councilman Guzman King - 1st Annual Anishinaabe Hemp Conference - Callaway, MN - Mar 1-2, 2018.pdf
Importance:	High

E-POLL REQUEST

Summary:

As the Vice Chairman of the Community Development Planning Committee and a co-lead on the Industrial Hemp project, I am requesting to attend the 1st Annual Anishinaabe Hemp Conference. The White Earth reservation has been successful in growing hemp seeds on their reservation and I would like to learn more about their protocols, partnerships, laws and establish networking opportunities with their hemp growers. The information from the conference will be valuable as we continue to assess our infrastructure and develop our Nation's strategy regarding Hemp.

Requested Action:

Approve the travel request for Councilman Daniel Guzman King to attend the 1st Annual Anishinaabe Hemp Conference in Callaway, MN from March 1, 2018 through March 2, 2018

Deadline for response:

Responses are due no later than 4:30 p.m., MONDAY, February 5, 2018.

Voting:

- 1. Use the voting button, if available; OR
- 2. Reply with "Support" or "Oppose".

Lisa Liggins, Information Management Specialist Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.

349 of 409

Oneida Business Committee Travel Request

1. OBC Meeting Date Requested: 02 / 14 / 18 🖂 e-poll requested

2. General Information:

Event Name:	1st Annual Anishinaabe H	emp Conference hosted by V	Winona LaDuke	
Event Location: _	Callaway, MN	Attendee(s): Daniel Guz	zman King	
Departure Date:	Mar 1, 2018	Attendee(s):		
Return Date:	Mar 2, 2018	Attendee(s):		
Budget Informat	ion:			
🔀 Funds availabl	e in individual travel budget(s)	Cost Estimate:	600	
Unbudgeted			000	
Grant Funded	or Reimbursed			

4. Justification:

3.

Describe the justification of this Travel Request:

Epoll Justification: Early Bird registration for this conference closes February 9, 2018, prior to the next regular scheduled Business Committee on February 14th. Also, lodging is very limited in this area and I would like to book my hotel as soon as possible. In an effort to save costs and ensure I have lodging, I am respectfully requesting approval via epoll.

Travel Justification: As the Vice Chairman of the Community Development Planning Committee and a co lead on the Industrial Hemp project, I am requesting to attend the 1st Annual Anishinaabe Hemp Conference. The White Earth reservation has been successful in growing hemp seeds on their reservation and I would like to learn more about their protocols, partnerships, laws and establish networking opportunities with their hemp growers.

The information from the conference will be valuable as we continue to assess our infrastructure and develop our Nation's strategy regarding Hemp.

Requested Action: Approve the travel request for Councilman Daniel Guzman King to attend the 1st Annual Anishinaabe Hemp Conference in Callaway, MN from March 1, 2018 through March 2, 2018.

5. Submission

Sponsor: Daniel Guzman King, Councilmember

- 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

Public Packet

350 of 409

Gave the Date:

IST ANNUAL ANISHINAABE HEMP CONFERENCE

MARCH 1ST 2018 9AM UNTIL 5PM

30501 MAPLELAG RD, CALLAWAY, MN 56521

REGISTER TODAY

COST \$150 TO REGISTER VISIT: WWW.WINONASHEMP.COM/EVENTS/MAPLELAG2018

CONTACT: NICOLETTE.SLAGLE@GMAIL.COM PHONE: 218-303-9038



Details:

Before the start of the farming conference, Join us for a day of learning, networking, and workshopping. Local and regional hemp experts will join us to discuss the possible roles hemp can for tribal economies. Topics will include:

- cultivation and varieties
 - Refining
 - Products, with a focus on: Paper Fiber CBD's
- Tribal regulations

sponsored by Winona's Hemp & Heritage Farm and Anishinaabe Agriculture institute.

OSAGE, MINNESOTA WWWWINONASHEMPCOM Winona LaDuke's Hemp and Heritage Farm with Anishinaabe Agriculture Institute will generate local wealth in our community by establishing a training institute for indigenous foods and hemp farming

1. Meeting Date Requested: 02 / 14 / 18	
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:	
Agenda Header: Reports	
 Accept as Information only Action - please describe: 	
2/14/18.	<u>} </u>
3. Supporting Materials Image: Second state Image: Second state Image: Second state Image: Second state	τ N
1. 3.	
Business Committee signature required	tt h h repo
4. Budget Information	rt to the
5. Submission	2/28
	+ / 2001 8
,	BC mee
Additional Requestor:	
Additional Requestor: Name, Title / Dept.	1

Page 1 of 2

6. Cover Memo:

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

Environmental Health Safety & Land Division 1st Quarter Report FY2018.

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



FY2018 First Quarter Report Oneida Environmental, Health, Safety & Land Division February 14, 2018

A good mind. A good heart. A strong fire.

ONEIDA

Overall Impressions of the Fourth Quarter

In the first quarter of FY2018, Environmental, Health ,Safety and Land Division (EHS&LD) has combined our two Divisional Reports into one as approved by the Business Committee. We are finalizing our application for Phase II of Oneida Lake to submit to the Fox River Natural Resources Co-trustee Group.

Moving Toward the Strategic Plan: How EHS&LD contributes...

Advancing Onkyote?a.ká Principles	 Encourage data collection that reflects the good work completed Working towards strengthening Oneida values related to healthy waters in
	community by presenting and teaching
	• Our culture is tied to the land and protecting the environment. UIC wells can
	pollute underground sources of drinking water and the identification of
	them is a first step to protecting that resource
	• Working to determine the best waste management resources necessary for
	our Tribal Members and to keep our reservation clean
	Stormwater and other water-related regulatory activities
Exercising Sovereignty	• Continuing to apply for large amounts of outside funding to keep protecting and restoring Oneida Nation waters.
	• The identification of possible UIC sites helps with the goal of protecting the
	quality of our land and water resources. We cannot be a strong, independ- ent nation if we do not have strong resources
	Continue to manage the Nation's annual hunting seasons and our natural resources
	• UST- Assisted with UST Training in Hinkley, WI & scheduled Federal Inspec-
	tions for January
	• Organized workshop specifically tailored to Tribal Electricians to prepare for
	job responsibilities associated with solar maintenance
	We exercise sovereignty by planting our natural plants of Oneida for medi-
	cine, eating and the natural wildlife
	Completing the land into trust process helps the nation exercise our sover-
	eignty by aiding in a process that was mostly completed by the BIA prior to our compact
Improving Organizational	Changes Improving program data collection, management and data analytic
Changes	processes
	Training and working with partners
	• The identification of possible UIC sites improves organizational change be-
	cause it encourages evolution of documentation. That is, it requires an eval-
	uation of whether or not our data inventories are efficient and if they will
	survive modern technological turnover
	A new data management system will streamline water quality data manage- ment, assessment and reporting
	 Worked with legal and financial consultants and internal professionals to
	address issues associated with the solar deployment project
	 Work with outside organizations and governmental entities in a professional
	manner to achieve change or provide greater opportunities.
L	l

Public Packet	355 of 409
Promoting Positive Community Relations	 Identify opportunities for public access to data collected Presenting and teaching about Oneida waters Updated website and multimedia assessment report format will increase responsiveness to the community "Archery in the Neighborhood" event in Site 1. The Department staff instructed 10-18 community children about archery shooting, the Department hosted one session a week at the Civic Center in October Conservation officers had many contacts with Sportsmen afield and took the opportunity to educate the persons on current laws and possible violations Conservation worked with the Veterans Affairs Department to host the second annual "Wild Game Feast" on the Tuesday prior to Thanksgiving Day, during the annual firearm season. Presented at the Food Sovereignty Summit Service the community with Estate planning Tetwatohtalhos-Chemical and Tire Drop Off event was held on Oct 21 Several staff volunteered at the Community Input Budget Meeting on Nov 30 to communicate with members about projects and work Working towards having our social media presence become a tool community member's look to when they have environmental related needs and questions The sugar shack project adds important educational and cultural opportunities to tribal students Drafted Kaliwihsaks articles; presented to BC
Inspiring YukwatsistayA	 Encouraging participation in developing and implementing data collection, man- agement and analysis to demonstrate the advancement of the Nations goals and principles
Encouraging Tsi? NiyukwalihoTA	 Demonstrating the interconnected value of our work Adding easily accessible resources for waste management so tribal members do not feel the need or desire to resort to illegal dumping or questionable storage practices Maple sugar tapping is a historical practice for the Oneida people. This practice thrives as curriculum in both the Oneida grade school and high school Moving land use to rotational grazing is a more harmonious way of raising beef and provides healthier food for the community Installed 800 kilowatts of solar; preparing strategic energy plan promoting the gathering and harvest of natural resources on the reservation to strengthen the connection to the natural world and instill that value/importance of our resources



The Sugar Shack project was finished in early winter.



Personnel

Time-Off Accrual Management

We have 5 employees over the 200 hours for vacation and personal time accruals. These employees are encouraged to take time off monthly by their supervisor and to review their hours on the Employee Self Services computer site.

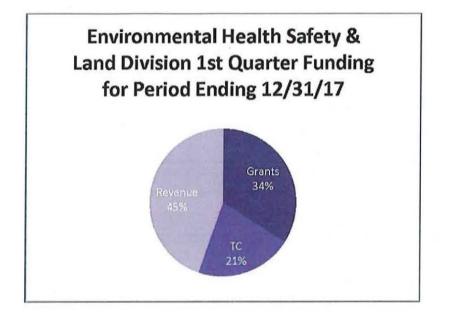


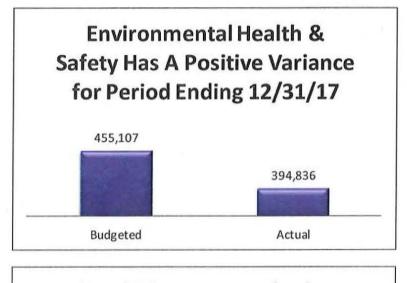


Two Environmental staff; Shad Webster and Sylvia Cornelius received 25 years of service recognitions from the Oneida Business Committee in October 2017.



Budget Update







Public Packet

358 of 409

Agency	Activities	Amount
EPA	Applied for to Develop an underground storage tank database to track compliance visits and inspections conducted under the Compliance As- sistance Program	175,000
NRDA	Applied for Habitat enhancement in both Lancaster Brook and Oneida Lake. Engineered log jams will be installed in Lancaster Brook and Boul- der gardens placed in Oneida Lake.	6,640
EPA DITCA	Applied for the Underground Injection Control Class V (UIC) Inventory Project are the following: revise UIC survey form and transcribe UIC survey data, enter UIC data into the Oneida property profile database and research efficient submittal to EPA databases, develop SOP to rec- ognize possible UIC sites, risk assessment to rank possible UIC sites, create public outreach material, and complete and submit the final re- port and map of potential UIC sites on the Oneida Nation reservation	No cost time exten- sion.
BIA	Applied for Oneida Nation Critical Wildlife Species Assessment. The goal is to collect baseline data on bat, wood turtle and salamander pop- ulations. These data will guide recommendations for conservation ac- tions that benefit these species, advancing the goals of the Live, Sus- tain, Grow integrated resource management plan	62,170
WI DATCP	Awarded Clean Sweep grant to continue to provide proper disposal on hazardous wastes contributing to a clean and healthy environment.	
NRDA	Submitted revised request for the Oneida Lake Phase II project to ex- pand the size of the lake to the north with fish camps sites and im- proved aquatic and terrestrial habitat.	2,934,281
NRDA	Submitted redirect funds for land acquisition within for environmental sensitive area along Trout Creek and Duck Creek	280,000

ACQUISITIONS

Date	Property Address	Acreage	Use
10/31/2017	1223 Crestwood Dr.	0.22	HIP-RES
11/3/2017	4319 N. Pine Tree	3.51	HIP-RES
11/29/2017	231 Seminole Ln	0.28	HIP-RES
12/22/2017	2760 Independence Dr	0.25	HIP-RES
	S		8

Travel & Training

EHS&L Division Travel for 1st Quarter			
Staff	Event	Location	Cost
EHS&L Division Director	Travel to New York Properties	New York	No Cost
Env. Area Manager	RTOC Meeting	Ashland WI	229.62
Env. Area Manager	Region 5 Tribal Operations Comm Mtg	Keshena	76.50
Env Compliance Coordinator	UST Bootcamp Training	Hinckley, MN	488.82
Env Specialist/Storage Tank Compliance	UST Bootcamp Training	Hinckley, MN	659.10
Property Manager	International Rights of Way Association Meeting	Madison, WI	345.32
Water Resource Specialist	Tribal Story Map Workshop	Winona, MN	120.70
Project Manager	15th Annual Indian Energy Program Review	Denver CO	No Cost
Groundskeeper	15th Annual Indian Energy Program Review	Denver CO	744.18

Notable Accomplishments for the First Quarter:

- Staff presented at Food Sovereignty Summit, NRDA Trustee Council tour and Silver Creek Pilot Project Stakeholders Meeting on biological monitoring. Also presented at State of Lake Michigan meeting and held an event with GBCP
- Created a windshield survey form and completed windshield surveys for most of the potential UIC sites. By the end of November, by means of survey data and online research, 38 of the 108 sites were eliminated off from the preliminary list. This was a meaningful task because erroneous information could miss sources of pollution for underground sources of drinking water. Also, in coordination with the Oneida Nation Geographic and Land Information System (GLIS) department, created a map of potential UIC sites within the boundaries of the Oneida Nation. The map included details such as a list of company names, road names, water lines, sewer services lines, county lines and the reservation boundary lines
- Working with partners to accomplish huge gains in restoring and protecting Oneida Nation surface waters.
- Water Resources program adopted a cloud-based data management system for water quality data. Began the process of migrating data from our current Tribal Water Quality Database into this new and more efficient service (Ambient Water Quality Monitoring System)(AWQMS)
- Kicked off a data integration project between EHSD, DOLM, Development Division, DPW, CHD and MIS
- Social Services Closeout report, Oneida Nation High School Asbestos MMP, BIE Audit report
- Started construction of the former state farm grazing operation. The fencing was all installed in quarter one
- Worked with the White Corn Cooperative to complete their harvest Invasive Species Program- Assisted with mowing/seeding State Farm Project, Silver Creek Project, Biomass Energy Project, CPR fields, Herbicide treatments (natural areas), winter mowing at Oneida Natural Areas
- Kicked off the Tetwatohtalhos program and held 3 of the 4 main components of the program. Community recycling
 and hazardous waste collection events were held : Tetwatohtalhos-Chemical and Tire Drop off Event-Oct 21;
 Tetwatohtalhos-Appliances and Scrap Metal Drop Off-Oct 16-Nov 17; Tetwatohtalhos-E-Waste Voucher Program
 began -October 1-Sept 30, 2018 with 67 tribal members participating for quarter one
- · Continuing work on establishing collection service for the Town of Oneida
- Advertising 703 Packerland Drive building
- We demolitioned 1970 Belmont Green Bay, painted 2 commercial buildings, changed locks on new properties, had open house on commercial property

Public Packet

First Quarter Accomplishments Contd.

- The Oneida Conservation Department (OCD) monitored sportsmen and collected data on the harvest of game species during the hunting seasons that were open during the fall months of the first quarter. OCD completed twenty-nine (29) community work requests, which included seventy-one (71) tree removals, three (3) transplanted trees, three (3) brush piles chipped, and nineteen (19) tree trimming issues addressed. The quarter had a total of seventy-nine (79) loads of firewood to elders and seven Funeral Burn wood loads delivered. Woodchip loads for landscaping totaled over fifteen (15) loads for the community.
- OCD Officers responded to sixteen (16) complaints for various types of violations, nuisance animals, and community assistance. During their patrol and response time the Conservation Officers made one hundred sixty-two (162) contacts with the community, resulting in educational opportunities about wildlife, possible violations, and safety. Twenty-eight warnings and zero citations were issued. OCD staff attended numerous meetings with tribal departments and outside agencies to receive, share, promote, and discuss situational information regarding the Nation's natural resources, environmental needs, and department objectives.
- Officer Metoxen traveled to Warwick, Rhode Island for the Native American Fish & Wildlife Society (NAF&WS) Board of Directors meeting, as Officer Metoxen was elected Regional Director for NAFWS in September of 2017.
- OCD staff worked extensively on the "Longhouse" at cultural heritage, assisting the Tourism Department with this undertaking.
- Continue to work as the co project manager and liason between NWTC and Oneida High School to complete the sugar shack for the upcoming tapping season.
- Continuing to set up partners, funding, and guidelines for the Managed Grazing Demonstration farm.
- Completed installation of 800 kilowatts of solar electric on 6 Oneida buildings.
- Successfully organized a 4-day workshop for Tribal electricians to provide training on solar electric installation and maintenance.
- Successfully upgraded the ground mounted solar-electric system behind Food Distribution.
- Removed over 90 acres of invasive species of Phragmities by spraying weed killer, mowing and weed whacking tall stands. Planted native plants, cover plots and deer food plots in strategic areas for better wildlife.
- Released over 200 pheasants in natural areas and trails. We've worked with US Fish and Wildlife to do surveys for our lakes to assess the fish population, sizes and species.
- Implement new software for our new drone to take GIS pictures and 3D mapping. With our new software we can assess natural resources with up to date GIS mapping and surveying data.
- We acquired 81 acres of land this quarter which pushed us to 42% owner of the entire reservation.
- The Administrative area of Land Management created a work plan to transition all duties and responsibilities of the Oneida Nation cemeteries to the Land Management area, in compliance with the July 26, 2017 Oneida Business Committee directive.
- Finalizing a Land Use License to Brown County Recreation Dept., a Land Use License to American Transmission Co., Assisted 25 community members with Estate Planning Assistance .
- A Service Line Agreement to Wisconsin Public Service, and a Temporary Limited Easement to the City of Greenfield.
- Continue to work on preparing residential lots for the Home Builder's Opportunity program and completing easements, easement clean up work and land use requests. I am also working on New York property maintenance needs
- Recorded four warranty deeds at the county. These properties were residential and saves the Nation the amount of \$6400.00 (approx.) in taxes to be assessed in the year 2018. Total acreage that is recorded into trust for the Nation this quarter was 102 acres (approx.).

First Quarter Accomplishments Contd.

 Land Management worked with Judicare to service 25 Tribal Members with Last Will and Testaments, and Power of Attorney documentation for financial and health. Tribal members are very interested in Estate Planning. We currently have a waiting list of 16-20 people that we were unable to serve.

Plans for FY18 Second Quarter

- Implementing up to three new restoration and habitat enhancement projects in streams and in Oneida Lake.
- Updating the Water Resources webpage, along with developing a Water Quality Assessment Report in a multimedia media (storymap) format.
- Develop SOP for recognizing potential UIC sites which will help EPA assist other tribes in cataloging UIC wells and provide consistent and efficient future UIC identification, producing a risk assessment which aids UIC credentialed inspectors to prioritize investigating facilities with the greatest risk of contaminating underground sources of drinking water
- Making an informational poster, website and Kalihwisaks article to educate the community on UIC wells. Public outreach could lead to the discovery of more sites and lesson the likelihood that more will develop.
- Plan and offer annual Hunter Safety Courses held for the membership and Sportsmen. Two classes held for community educating sportsmen about safe and beneficial harvest techniques.
- Conservation will submit proposals for grant funding for possible enhancement projects for the Nation's natural resources including requests from the Circle of Flight (COF) program and Great Lakes Restoration Initiative (GLRI) program.
- Provide industrial hygiene services in the areas of indoor air quality, water damage, mold, asbestos, and lead and occupational exposure to known or potential hazards.
- in Contracting with Judicare to continue to provide Estate Planning to the Tribal Members for the next year.
- Completing Federal UST Inspections, Enforcement Training For Regulatory Program Staff, Tribal Environmental Program Management Conference, Prepare for UST Boot Camp, continue to enter inspections into the property profile database.
- Assist Oneida Waste Water Treatment Facility with Phragmites removal for Invasive Species Program, continue winter mowing and control, maximize new drone software & UAS into field activities, prepare for '18 field season (WTCAC)



Left : Staff release pheasants at Oneida Natural Areas.

Natural areas restoration sites in Oneida make great habitat for pheasants.



362 of 409

Plans for FY18 Second Quarter Contin-

- Continuing work on the Tetwatohtalhos Recycling Options Program and continuing work on establishing collection service for Town of Oneida.
- Develop an RFP for the Pearl St Quarry project. This will again be a multi phase, multi year project that will provide fishery and recreational opportunities for the tribal community.
- Continuing to set up partners, funding, and guidelines for the Managed Grazing Demonstration farm
- Finalize agreements with Wisconsin Public Service and commission remaining buildings in the Solar Deployment Project.
- Finalize edition 2 of the Oneida Nation Strategic Energy Work Plan.
- Continuing to work with Enrollments and Trust Division on implementing and enhancing procedures concerning the Oneida Nation Cemetery
- Submitting 18 new applications to BIA Division of Fee to Trust.
- Contracting with Judicare to continue to provide Estate Planning to the Tribal Members for the next year.
- Requesting Land Commission to lower the agricultural rate for are existing lessees in November, 2017.
- Demo more sites ,have open house on commercial buildings, getting properties properly posted , evaluating buildings and parking lots to be repaired .

Current local or regional collaborations

EPA; Red Lake Band of Lake Superior Chippewa; Leech Lake Band of Ojibwe; The Nature Conservancy; Brown County LCO; Outagamie County LCO; WDNR; UWGB; USGS; USFWS-Green Bay Fish & Wildlife Conservation Office; Green Bay Conservation Partners; NEW Water/Silver Creek Stakeholders; Oneida Veterans Affairs; Recreation; Oneida Nation Farm; Environmental Resources Board; Community wells & Septic; Division of Land Management; FAA; WDNR; Green Bay Phragmites Advisory Council; WTCAC; White Corn Cooperative; NRCS; BIA; Advanced Disposal, Harters Disposal, Town of Oneida, Brown County, Outagamie County; Menominee Tribal Members; USFWS; NWTC; Grassworks, NRCS; Alliance for the Great Lakes; Midwest Tribal Energy Resource Association; National Renewable Energy Laboratory; SunVest Solar; Current Electric; Green Bay Metropolitan Sewage District; Department of Energy; Midwest Renewable Energy Association; Resource Conservation & Development; Ater Wynne LLP; BDO Financial, Sovereign Finance; Wisconsin Public Service; WE Energies; Focus on Energy; BIA Division of Fee to Trust ; Bay Title & Abstract; Wisconsin Judicare, Inc; RxLink in an effort to lease the former State property located at 1940 West Mason Street ; Base Companies is working toward a future development on an off reservation location



Solar Panels installed on Food Distribution and Health Center Buildings



363 of 409

Report Prepared By:

February 6, 2018

February 6, 2018

February 6, 2018

Lori Elm, Office Manager

Lauren Hartman, Reality Specialist Coordinator/

Fee To Trust Specialist

February 6, 2018

Sylvia Cornelius, Eco Services Department Manager

Brenda Skenandore, Executive Assistant

Report Reviewed By:

1 February 6, 2018

Patrick Pelky, Environmental Health Safety & Land Division Director

11 | Page

Oneida Business Committee Agenda Request

1.	Meeting	Date	Requested:	02	/	14	/	18

2. General Information:

Session: 🖂 Open 🔄 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Reports
🔀 Accept as Information only
Action - please describe:
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: Dana McLester, DivisionDirector/Comprehensive Housing
Primary Requestor/Submitter:
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:

Comprehensive Housing Division quarterly report.

Requested action: Approve Report.

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 Comprehensive Housing Division Oneida Nation Housing Programs

COMPREHENSIVE HOUSING DIVISION FY 2018 1ST QTR REPORT October-December 2017

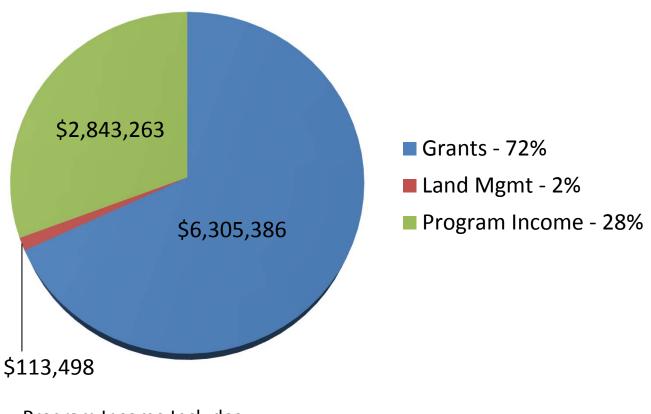
Dana McLester Comprehensive Housing Division Director

The Comprehensive Housing Division consists of all residential services offered by the Nation, including all rental programs, the rent-to-own program, and the residential sales and mortgages.

Departments within the Comprehensive Housing Division

- Finance and Administration
- Resident Services
- Maintenance
- Residential Development
- Community Outreach
- Rehabilitation & Modernization
- Residential Sales & Mortgages
- Residential Leasing

FY 2018 Budget Funding Sources Total \$9,262,147



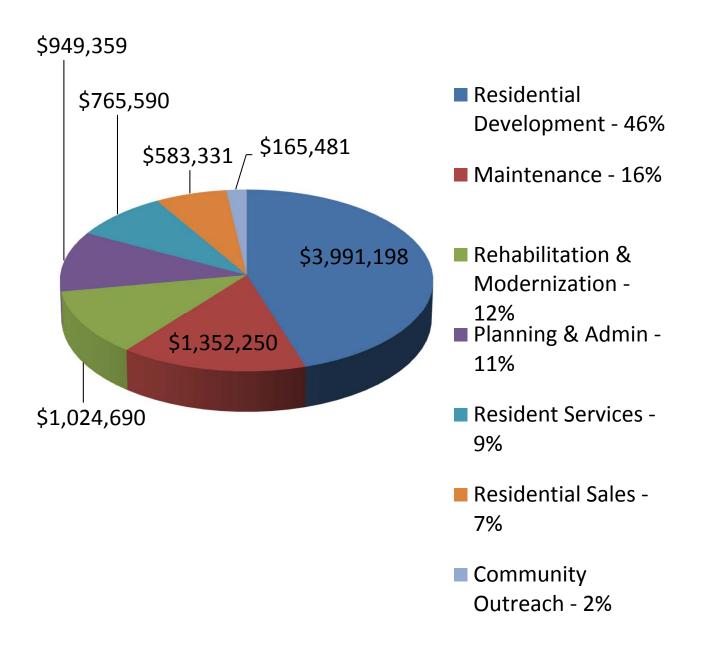
Program Income Includes:

- Rental Income
- Administration Fees
- Interest Income
- Miscellaneous Income
 - Launderette
- Other Charges for Services
 - Work Order Charges
 - Utility Charges

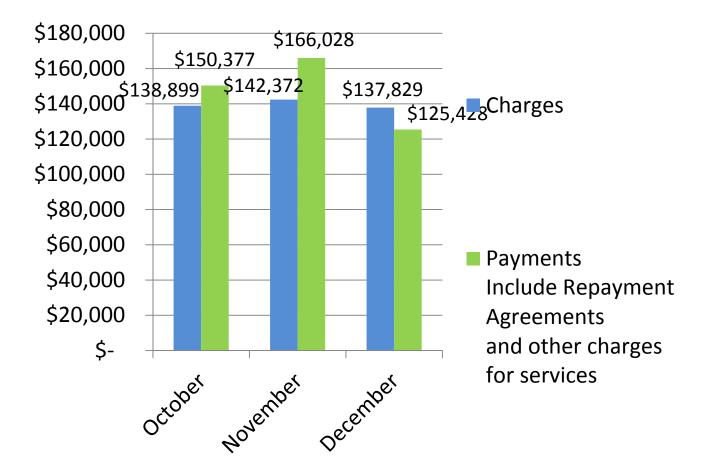
Grants:

- Indian Housing Block Grant
- HUD-VASH
 - Veteran Affairs Supportive Housing

FY 2018 Budgeted Expenditures Total \$8,831,899



Resident Services Rental & Rent-to-Own Receivables



Outstanding Accounts Receivable Balances: \$39,363.56 Rental – 74 Accounts Rent-to-Own – 5 Accounts

Current Wait List of 114 applicants are maintained for the Income Based and Elder Rental Programs. The General Rental program units are advertised as available.

Collections:

- The Comprehensive Housing Division's collection efforts focus on unpaid balances from past rental and homeownership tenants.
- Unpaid balances consist of one or combination of the following:
 - Unpaid Rent
 - Green Bay Water Utility tax liens, unpaid by tenant
 - Property Damage

Collection Challenges

- Repayment agreements are established in effort to provide tenants an opportunity to avoid termination and eviction due to breach of the rental agreement. A tenant repeated request for "a chance" and their promise to pay can accumulate total arrears.
- Tenant habits of heavily relying on per capita and/or tax returns to pay rent develop poor payment habits while being in breach of the rental agreement.
- Tenant habits of heavily relying on assistance from program providers develop poor payment habits while being in breach of the rental agreement and utility service providers.

Working with Tenants

- Warning letters are issued when a tenant falls behind or has an unpaid balance
- A meeting is established to discuss the situation and hear the tenants plans of action
- CHD refers tenants to program providers that my provide assistance
 - Community Support
 - Utility Assistance
 - Temporary Assistance for Needy Families (TANF)
 - Budgeting at Community Education Center (CEC)
- CHD Resident Services Staff offers basic budgeting when possible and also refers tenant to local agencies that offer budget training
- Repayment Agreement are established
 - Weekly Installments
 - Per Capita (when applicable)
 - Tax Returns (when applicable)

Concerning Tenant Matters

- Unpaid rent and/or utilities continue to be the primary reason for involuntary termination of CHD Rental Agreements. Social concerns are often a significant part of noncompliance of the rental agreement, which paces the agreement at risk and in some cases results in eviction
- The reasons behind an eviction are often complete, comprising of multiple compliance concerns with CHD having provided ample opportunity for tenants to make choices necessary to avoid eviction.
- CHD continues to work with other departments and internal referrals to CHD's Community Outreach Supervisor & Caseworker in effort to guide tenants to resources that may assist the tenant with the necessary training, education, or counseling needed to make decisions to avoid placing their housing at risk of termination.

Maintenance Total Expenditures - \$211,855 Variance – (\$132,948)



Occupancy Rate – 95%

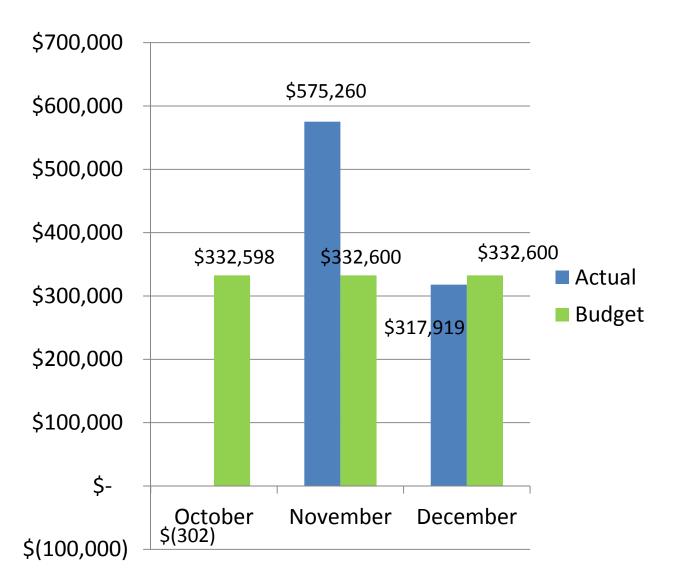
Total Tenant Move-outs – 10

Total Tenant Move-ins – 17 Work Orders – 350

Expenses include daily work orders and preparing a unit for occupancy.

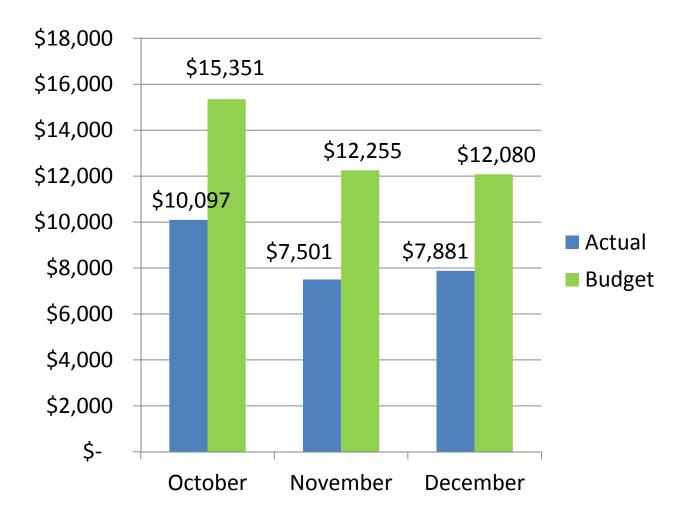
Variance – The maintenance area has 2 vacant positions that will be filled in the 2^{nd} Qtr. In the transition there were delays in setting up purchase orders which has since been corrected.

Residential Development Total Expenditures - \$892,877.00 Variance – (\$104,921)



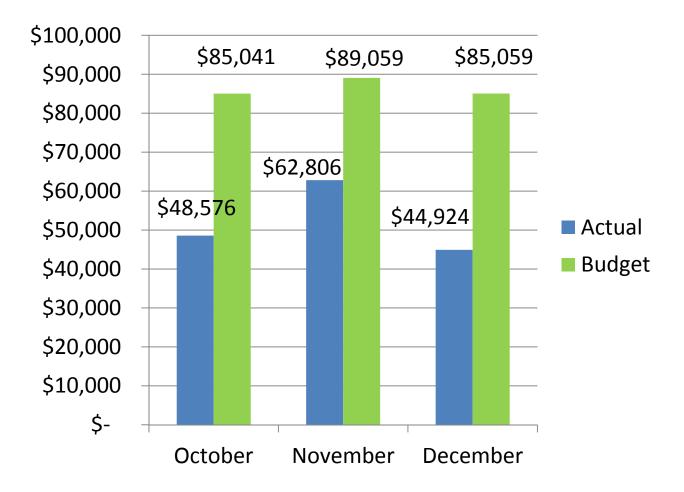
Variance - There is a timing difference between when the work is completed and the submission of invoices for payment from the general contractors.

Community Outreach Total Expenditures - \$25,479.00 Variance (\$14,207)



The Community Outreach Program is currently being redefined to maximize our resource and optimize our programming to better serve the Oneida Community. Program focus: Crime Prevention, Drug Abuse Prevention, Cultural Development, and Family Development.

Rehabilitation & Modernization Total Expenditures - \$156,306 Variance – (\$106,853)



Work Orders for Annual Inspections – 84 Floor Installation – 6 Units Roofs Replaced – 2 Units Windows Replaced – 6 Units Siding Replaced – 3 Units

Residential Sales & Mortgages

- There is a moratorium on TLC Loans.
- New Loans:
 VET TLC \$166,500

ТҮРЕ	TOTAL # OF LOANS	TOTAL LOAN RECEIVABLE
TRIBAL LOAN CREDIT (TLC)	292	\$19,596,011.50
THRIL	24	\$ 264,049.19
VET-TRIBAL LOAN CREDIT	81	\$ 5,768,836.24
TOTAL	397	\$25,628,896.93

Vacant Residentia	Sale Units			
	Original	Ownership Transferred to	Projected	Estimated
Address	Acquired Date	Comprehensive Housing	Completion Date	Repair Costs
761 Silver Creek Drive	6/6/2016	10/1/2017	4/1/2018	\$ 21,540.00
2418 Ironwood Drive	1/27/2014	10/1/2017	6/1/2018	\$ 15,000.00
2534 Laredo Lane	7/30/2014	10/1/2017	8/1/2018	\$ 43,500.00
N7074 Seminary Road	11/15/2016	10/1/2017	FY 2019	\$ 53,500.00
4362 Hillcrest	9/8/2016	10/1/2017	FY 2019	\$ 35,000.00
W1709 County G	11/1/2013	10/1/2017	FY 2019	\$ 59,000.00
2458 County Road EE	8/1/2013	10/1/2017	FY 2019	\$ 45,000.00
431 Hillcrest	12/20/2016	10/1/2017	FY 2019	\$ 56,900.00
Total				\$ 329,440.00

Residential Leases

- Total Residential Leases 709
 - New Residential Leases 8
- Total HBO Sites Offered 45
 - Current Advertised HBO Sites 8
 - Beech Tree Lane Lot 1
 - Beech Tree Lane Lot 2
 - Beech Tree Lane Lot 3
 - Beech Tree Lane Lot 4
 - Beech Tree Lane Lot 5
 - Beech Tree Lane Lot 6
 - Beech Tree Lane Lot 7
 - Johnson Road

378 of 409

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 14 / 18
2. General Information: Session: Open Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Reports
 Accept as Information only Action - please describe:
 3. Supporting Materials Report Resolution Contract Other: 1. 2. 4. Business Committee signature required 4. Budget Information
Budgeted - Tribal Contribution Debugeted - Grant Funded Dubudgeted
5. Submission Authorized Sponsor / Liaison: Geraldine Danforth, HRD Area Manager
Primary Requestor: Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor:

379 of 409

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Submission of HRD 1st Quarter Report for FY'18

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



Geraldine R. Danforth HRD Area Manager

Human Resources Department (*HRD*) 1st QUARTER REPORT October thru December - FY'18

ADMINISTRATION

Responsible for providing leadership and directions for the seven core functions of the HR Department and includes policy and procedure development, interpretation, notification, and enforcement with applicable laws. Administrative staff provides administrative support to Human Resources and are also responsible for coverage of the Skenandoah Complex reception area which includes answering phones and intake for all departments within the building.

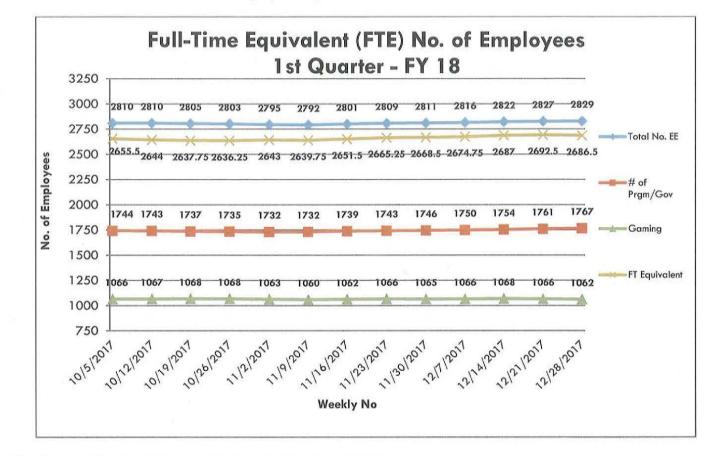
HR Administrative Staff at Skenandoah Complex: Geraldine R. Danforth-HRD Area Manager, Maureen Metoxen-Executive Assistant, Administrative Assistants – Yasiman Metoxen, Gina Jasmer

Budget: HRD submitted the following budget for FY' 17:

Department	Budget Amount	Funding Source	Spending YTD	Variance
HRD	\$2,618,067	Indirect Cost	\$ 609,228	\$ 45,288
Employee Assistance	214,023	Tribal Contribution	\$ 58,304	\$ 4,798
Workforce Development	256,345	Grant 79% & TC	\$ 53,140	\$ 48,606
Student Intern Program	625,852	Tribal Contribution	\$ 41,998	\$114,465
Employee Incentive & Testing	17,641	Tribal Contribution	\$ 10,936	\$ 6,705

- The Employee Incentive and Testing budget is used to recognize employees who have 25, 30, 35, and 40 or more years of service (*YOS*) with a YOS gift. To date we have given out 90 blankets for YOS and 6 blankets for Retirement with 25 or more YOS.
- The Student Intern Program rolled out the new program hiring five college graduates as limited-term employees with the Nation for two years. In FY'18, three additional positions will be added. Supervisors are required to complete a job description for us to post and attract college graduates looking to gain work experience in their field of study. Savings is contributed to the organization reaching the employment cap and having a hold on hiring until the full-time equivalent numbers came back down.
- Employee Incentive and Employment Levels: HRD was assigned to come back with an incentive plan for the program side of the organization. A team was formed and includes: Joanie Buckley-Internal Services, Susan House-GSD, Ralinda Ninham-Lambries-ACFO, Chad Fuss-Gaming, Jacque Boyle-DPW, Jeff Carlson, Michele Doxtator (Kathy King), Marianne Close, and Geraldine Danforth-HRD. This team will be responsible for assessment of vacant and new position requests and developing an incentive for the program side with measureable results for goals. Gaming has an approved incentive plan. HR is preparing options for training supervisors on creating S.M.A.R.T. goals.
- Employment Levels: Employment Levels for Full-Time Equivalent Employees (FTE) report is a weekly communication to the direct reports on the number of FTE's. The chart below represents for the first quarter, the total number of employees, the full-time equivalent number of employees, the number of Program/government employees and the number of Gaming employees.
 - o To calculate "Full-time Equivalent employees,"
 - The full-time employees are counted as one position each.
 - The half-time employees are counted as each position X .75 or divided in half.

- The part-time employees are counted as each position X .50
- The lay-off, sub-reliefs, and leave of absence are not counted.
- Around December 12th, an employment cap was put in place due to the FTE's reaching 2687, in order to ensure the number of employees stays below the maximum of 2700.



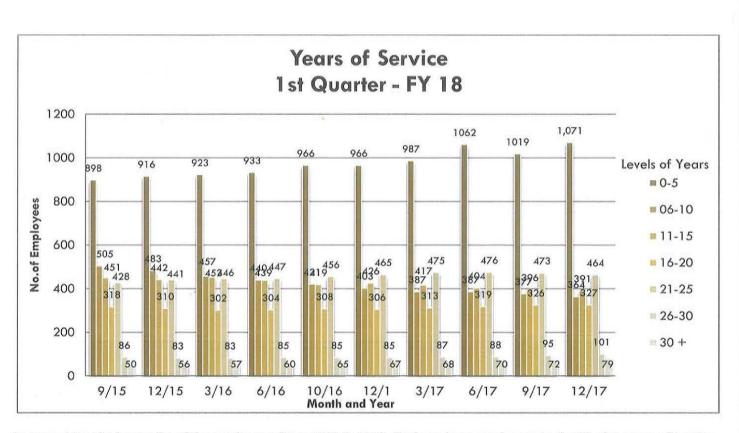
Vacation and Personal Time Accruals – 1st Quarter – FY 18

The accruals chart for the 1st quarter shows:

- Employees At maximum of 280 hours are at less than 1% or 19 employees.
- Since 2014, the number of employees has increased by 75
- The accrual payouts have increased by \$510,500. This is due to employee pay increases.

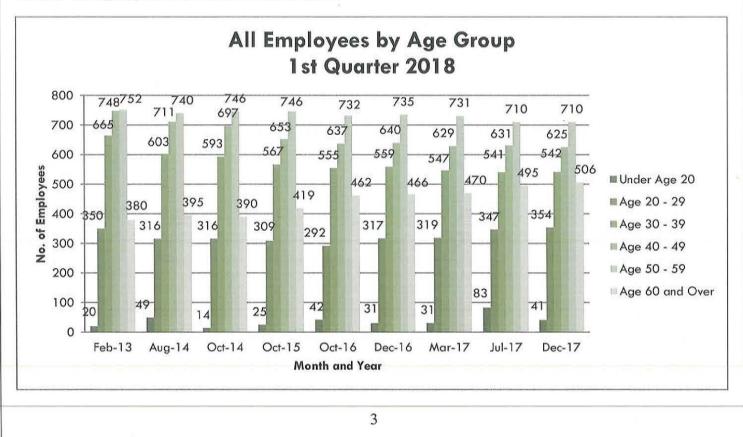
	Employ		and Personal od of Decemb		lls	
Month/Year	Sep-14	Sep-15	Sept-16	Oct-17	Sept-17	Dec-17
Total EE's	2,608	2,623	2,639	2,637	2,683	2,724
Total Hours	260,572	263,529	264,422	265,535	255,165	267,908
Total Payout	\$5,271,854	\$5,412,934	\$5,793,148	\$5,864,113	\$5,785,531	\$6,172,289
No of EE @ Max	29	30	42	42	19	45
Cost 280 Hours	\$202,833	\$261,496	\$331,728	\$318,928	\$183,315	\$447,552
Average Hours	99.91	100.47	100.2	100.7	95.10	98.35
Average Payout	\$2,021	\$2,063	\$2,195	\$2,220	\$2,155	\$2,266

382 of 409

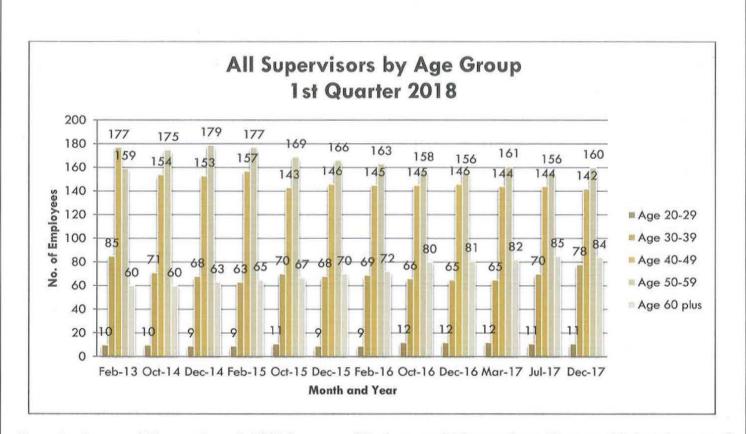


In comparing the longevity of the employees from 2015 to 2017, the long-term employees in the 30 plus years of service, has increased by 29 employees. The 26-30 years has increased by 15 employees. The Tribe continues to hire new employees while the long-term employees continue to be employed.

This chart represents all 2778 employees of the Nation. The trend is steady for most age groups. The age group of 60 and over have gone from 380 in 2013 to 506 in 2017.



383 of 409



Currently, there are 475 supervisors; in 2013 there were 491, decrease of 16 supervisors. However, this is an increase of nine supervisors from the previous quarter. Of the 475 supervisors, 33.68% of the supervisors are in the age group 50-59, of which 126 are Oneida. Supervisors in the 60 plus age group are at 17.68% of the total supervisors, of which 68 are Oneida. Succession planning is needed to ensure the critical positions will have a replacement.

Talent Management

The process has begun to bring in the **Talent Management Module**. The components of Talent Management include the following:

- **Talent Acquisition** Employee recruitment with the ability to search existing talent pool to find a candidate with the best fit. Workflow can be used to track all acquisition costs.
- Succession Management Identifies critical talent and develops them for future roles. Creates talent profiles and succession pipeline reporting.
- **Performance Management** Online performance evaluations. Allows supervisors to manage, develop and retain employees. Helps to recognize, retain, and reward top performers. Gap analysis by position.
- **Development Planning** Employee development plans which develop competencies and skills and provide line of sight to future career advancements.
- **Compensation Management** Maintain pay levels and manages payroll costs. Compensation increases through budgeting and guidelines. Manage salary step and grade progressions.
- Goal Management Align employee goals to business objectives.

The team reviewed and discussed the importance and ranked the components and is listed in order of importance. The first look at this software, we are estimating to take up to three years to fully implement.

384 of 409

Succession Planning: A succession planning process helps prevent the loss of vital organizational history or knowledge due to retirements, vacancies, and/or resignations. The succession planning process will assess all employees. HRD is working on a Succession Plan to present to the OBC in the near future to address filling any critical positions that may become vacant as a result of an employee retirement. See age charts.

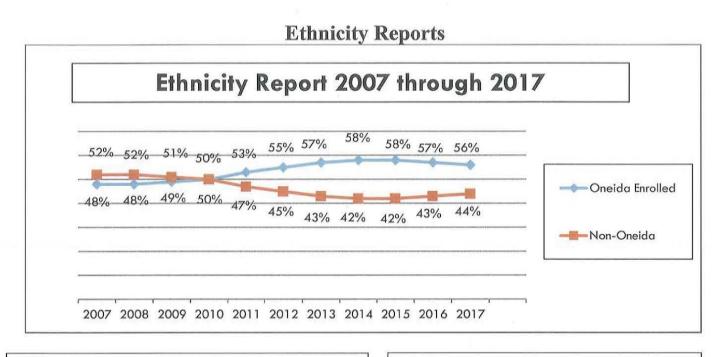
It is important to follow a succession planning process to ensure employees are recruited and properly developed so they have the competencies, skills, education, certifications/licenses, and experience necessary to fill vital positions. The HRD management team will look at the following:

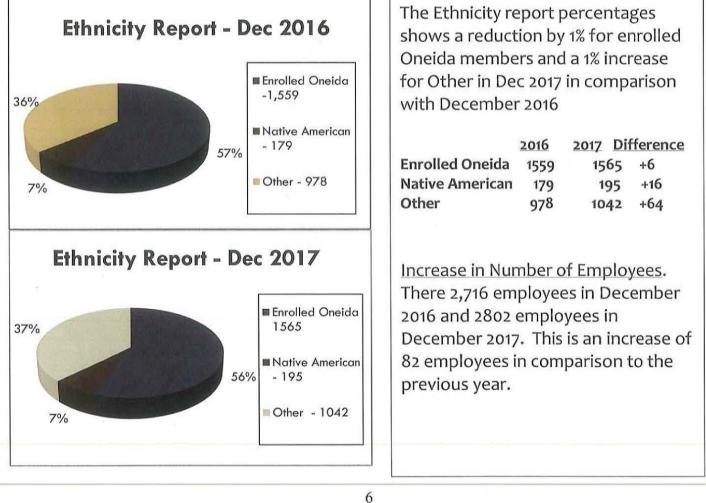
- o Identifying critical positions which are instrumental to achieving strategic and operational goals.
- o Anticipating gaps in those positions due to retirement and other factors.
- o Defining the qualifications and competencies required to perform successfully in the position.
- Implementing focused strategies to attract and develop pools of qualified candidates who will be ready for emerging opportunities.
- Ensuring that support for the strategies and processes are in place to retain and fully engage employees.
- o Align with the Nation's Branding initiative.
- Update: HRD has placed the Talent Management software in the FY'18 budget. This software will be a system which measures the effectiveness of a performance system in supporting the strategic goals of our nation. The system is a performance system which will support motivation, learning, coaching, mentoring, recognition, and communication between employees and their immediate supervisor.

Status By Divisions

DIVISION	NO. OF EE	Full Time	Half Time	Part Time	LOA/ Layoff	Sub- Relief	Total
Comprehensive Health	345	306	13	6	7	13	345
Comprehensive Housing	39	38			1		39
Community Economic Development Division	23	23					23
Development Division	168	159	7	1	1		168
Environmental Health & Safety	28	27	1				28
Enterprise	151	129	5	3	5	9	151
Gaming	1062	1012	23	11	16		1062
Governmental Services	287	247	11	5	4	- 20	287
Internal Services	99	96	3				99
Land	14	14					14
Non-Div _ Gaming Commission	52	50	1		1		52
Non-Div _ Central Accounting	42	41			1		42
Non-Div Finance	20	19			1		19
Non-Div _ Human Resources	43	35	3	5			43
Non-Div _ Internal Audit	11	10			1		11
Non-Div _ Judiciary	11	10	1				11
Non-Div _ OBC	45	41			4		45
Non-Div _ Police Commission	221	212	7	1	1		221
Non-Div School Board	126	103				23	126
Non-Div _ Trust/Enrollments	10	9			1		10
Non-Div_Others	21	20		1			21
Total:	2818	2601	75	33	44	65	2818
		92.30%	2.66%	1.17%	1.56%	2.31%	100%

<u>COMPENSATION AND HIRING</u> – Marianne Close-Comp and Hiring Director, Katrina Snyder-Sr. HR Generalist, Lisa Hock-HR Generalist, Wanita Decorah-HR Generalist, Jenny Garcia-HR Generalist, Katrina Mungo-HR Generalist, Peril Huff-HR Generalist, Candace House-HR Assistant





386 of 409



For October - December 2017

- 50% of all hires were filled with enrolled Oneida Tribal members.
- 82% of all job reassignments were filled with enrolled Oneida Tribal members.
- 74% of all transfers were filled with enrolled Oneida Tribal members.



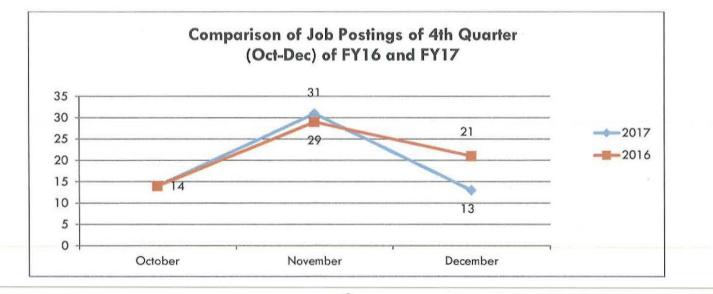
For October - December 2016

- 52% of all hires were filled with enrolled Oneida Tribal members.
- 81% of all job reassignments were filled with enrolled Oneida Tribal members.
- 75% of all transfers were filled with enrolled Oneida Tribal members.

	October	November	December	TOTAL
	October	november	December	10-175 B. (V V V V
Gaming	7	6	8	21
Comprehensive Health	0	3	0	3
Development	0	0	0	0
Land Management	0	0	0	0
Environmental, Health & Safety	0	1	0	51
Internal Services	3	2	0	5
Enterprise	1	0	0	1
Finance	0	0	0	0
Non-Divisional	2	7	3	12
Governmental Services	1	12	2	15
Total	14	31	13	58

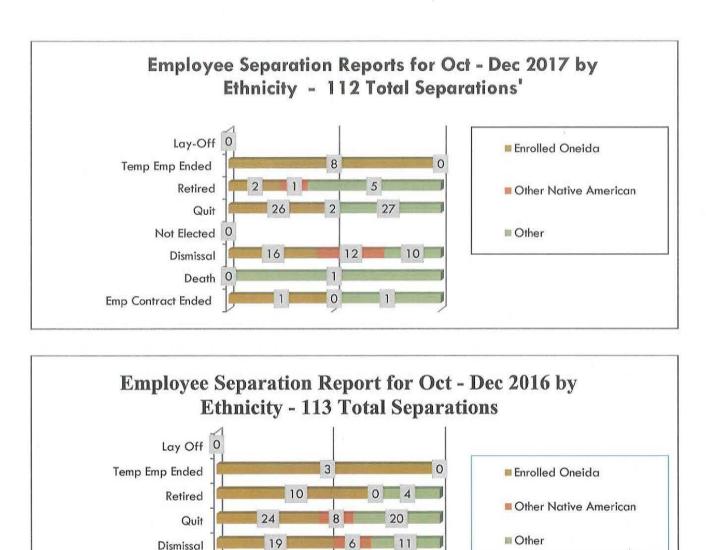
Job Postings by Div	ision for O	ctober, Novem	ber and Decem	ber 2016
	October	November	December	TOTAL
Gaming	6	9	4	19
Comprehensive Health	3	8	2	13
Development	0	0	0	0
Land Management	0	0	0	0
Environmental, Health & Safety	0	0	1	1
Internal Services	1	2	1	4
Enterprise	0	1	0	1
Finance	0	0	0	0
Non-Divisional	0	5	9	14
Governmental Services	4	4	4	12
Total	14	29	21	64

A total of 58 positions were posted from October through December 2017 in comparison to 64positions posted during this same time frame, October through December 2016



8

388 of 409

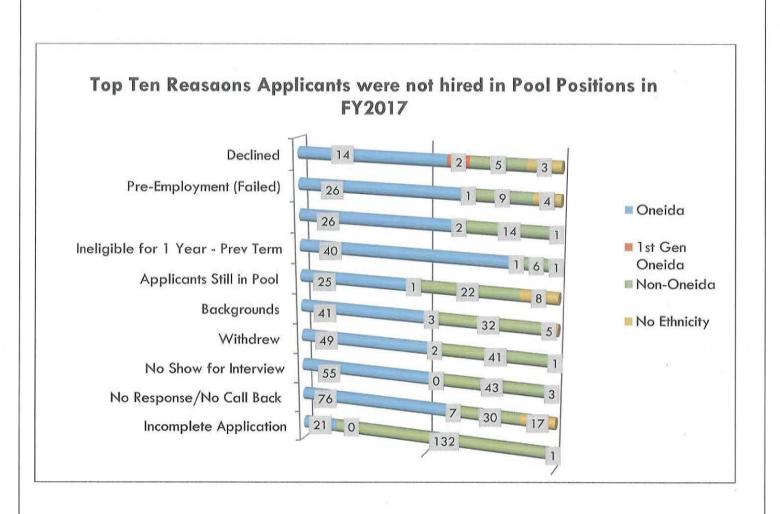


Death Contract Ended

There were a total of 112 employee separations for the period of October through December 2017 in comparison to 113 total separations for October through December 2016. In reviewing 184 random applications from various pool positions in the past year, only 35% of applicants are hired. 12% do not meet the background. 9% failed the skills testing and another 9% didn't show up for the skills testing. Below is the breakdown of reasons the applicant was not hired.

There were a total of 1,050 applicants, who applied for pool positions in the Retail, Security and Gaming positions in FY2017. Listed below are the top ten reasons the applicants were not hired.

389 of 409



WORKFORCE DEVELOPMENT- Victrietta Hensley-WFD Manager, Teresa Schuman-WFD Specialist, Renita Hernandez-WFD Specialist, Paula Ninham-WFD Trainee, Presley Cornelius-WFD Trainee.

	October	November	December	TOTAL
TrANS	0	2	15	17
Job Readiness Boot Camp	0	0	0	0
OutStanding Applicant	0	40	0	40
NWTC	15	4	2	21
Youth Employment Solution Success	3	15	15	33
Supportive Services	13	9	14	36
Mock Interviews	7	15	15	37
Presentations	3	4	3	10
Client Outreach	53	118	52	223
Collaboration with partners	12	10	9	31
Total	106	217	125	448

10

During the 1st Quarter, Workforce Development did outreach to a total of 223 clients and partners. Our Vision is to *Build a Strong Oneida Workforce* and our project has two (2) objectives:

Objective 1: By October 2018, we will build an Oneida workforce by providing classes and training that will increase the knowledge, skill set, employability and earning potential for 180 Oneida community members **Objective 2:** By October 2018, build both internal and external partnerships with employers and colleges to help 120 program participants obtain Full-time employment within the community.

During this past quarter the staff attended: Green Bay Area Workforce Development and Regional WFD, Staff attended the Youth Development Symposium and myself and Teresa Schuman attended the Annual Grant meeting that is a requirement of the Grant. Presentations on job readiness for Native students in Green Bay area schools; collaborated with opportunities for our target clientele (homeless, unemployed and under employed); provided Job Readiness Boot Camp.

We continue to review resumes, provide mock interviews, and assist with tools and clothing for new job placements; the team facilitated providing OutStanding Applicant training to the Youth-At-Risk; the team facilitated posting the positions of the Post Graduate Work Experience Program, however these positions were put on hold due to the hold on hiring due to reaching the employment cap.

Transportation Alliance for New Solutions (TrANS) Program:

Collaborated with TrANS in client graduation completion; 90% of the graduates are hired. Clients who were in need were provided the tools and clothing to start their new job.

NWTC Partnerships:

1) Forklift Certification – A one day certification. We had eighteen (18) people signed up for classes. By earning this certification it can help to get their foot in the door to entry level positions.

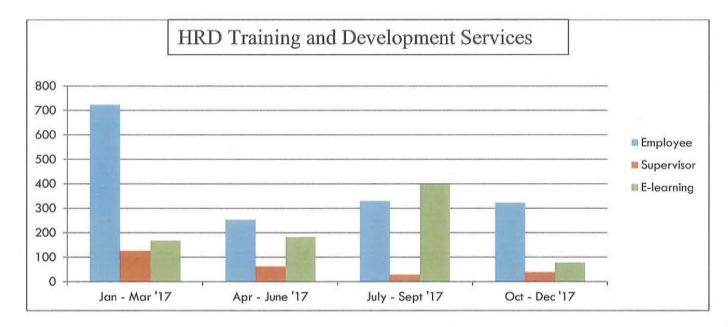
2) Participate in the recruitment of Certified Nursing Assistants to vacant position within the Oneida Nation. Clients were provided with scrubs, watches, stethoscopes etc.

4) Collaborate on classes and training which may help the Nation fill employment gaps.

School Partnerships:

We recruited 10-15 students to participate in job readiness classes; classes will start again in March. WFD advertises on our Facebook page current job openings, job fairs, tips on how to present yourself for a job interview, as well as what employers want in an employee.

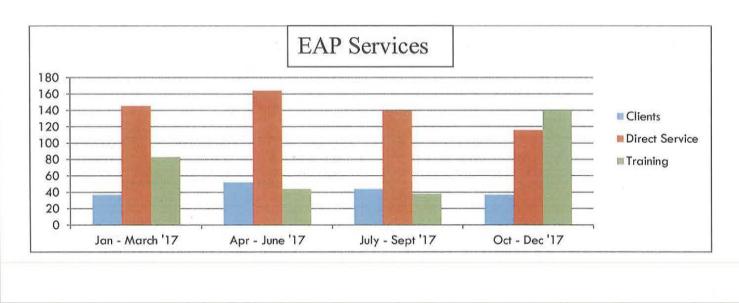
TRAINING AND DEVELOPMENT- Nicolas Reynolds-Training & Development Director, Barb Kolitsch-Sr. Training Specialist, Regina Robinson-Sr. Training Specialist, Shannon Stone-Sr. Training Specialist, Megan White-Administrative Assistant



Training & Development Updates:

During the first quarter of FY2018 we launched the new O'cademy training initiative. We have reached 60% of our enrollment goal and continue to enroll additional employees in the program during the next month. The first course (Crucial Conversations) was attended by 98% of enrollees. Our regular quarterly training schedule has remained approximately the same; the notable change in the graph above being that e-learning utilization is lower. Actual e-learning utilization was higher but not reflected in our reports due to a technical glitch associated with changing employee job codes in AS/400. This will not be a problem in the future as an upgrade is in process.

EMPLOYEE ASSISTANCE PROGRAM – Carol Bauman, EAP Director, Crystalene V. House, MAC, Counselor-in-Training



EAP Training includes: Book Clubs, Brown Bag lunch topics, Grief Circle. * DAFWP Return to Work Agreements First violation -4, Second violations -0.

EAP Updates:

Direct Service hours continue to be higher with the 1st Quarter of FY2018 being 22% higher than the same quarter in FY2017. Training also increased in the 1st Quarter as T&D and EAP joined together to hold various sessions on *Bullying in the Workplace*. Approximately 60 employees attended four sessions offered in October. The sessions revealed that approximately 75% of employees felt that they have been bullied during the course of their employment. Further efforts to create awareness and limit bullying in the Oneida Nation are being planned for fall, 2018.

HUMAN RESOURCES INFORMATION SYSTEMS (HRIS)/RECORDS - Melinda K.

Danforth-HRIS Manager, Terry Skenandore-HRIS Specialist, Vicki Cornelius-Records Technician, Mitchell Skenandore-Records Technician.

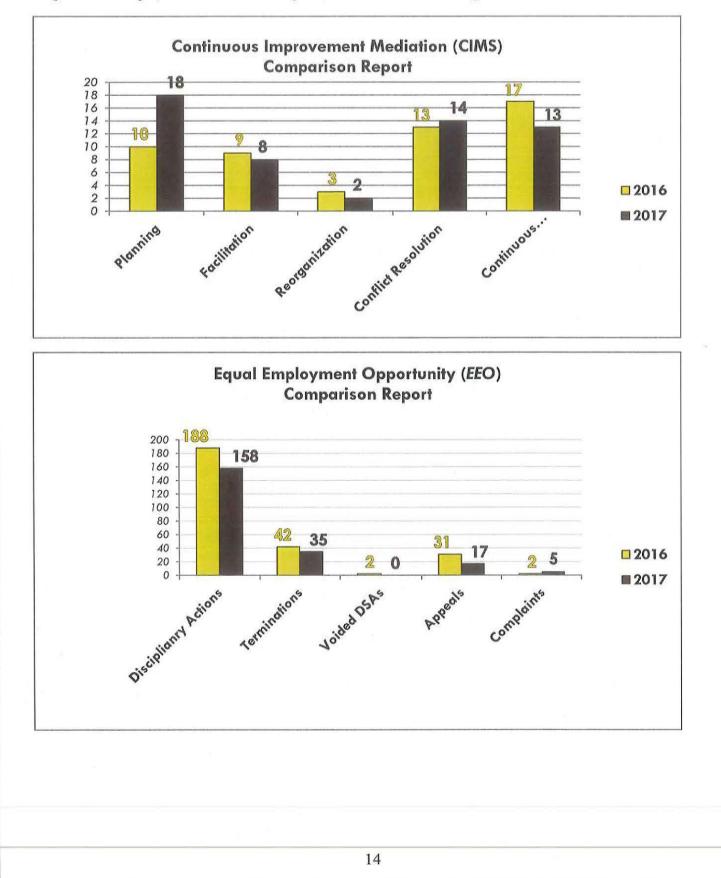
We ensure the HRIS Systems and applications, such as Supervisor Inquiry, Self-Service, Internal Reference Directory and Workforce Detail support the needs of the Human Resources Department. Enter all personnel data into the HR/Payroll System (Infinium), provide personnel data reports (Cognos) to management, complete verification of employment and unemployment requests and oversee the Human Resources personnel files (OnBase).

High volume of data entry for salary transactions due to Cost of Living Increase; Assisted with job code changes removing alphabet; Assisted Employee Insurance with ACA Reporting; Provided a high volume of Workforce Details reports for Departments; Developed new levels for Comprehensive Housing Division.

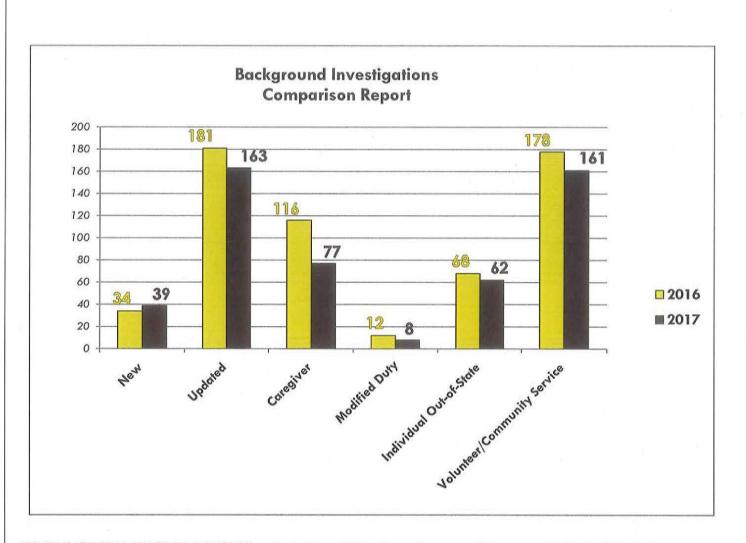
Functions	Oct	Nov	Dec	Total
*HR/Payroll Entry Transactions	4495	1328	1030	6853
Employee Self-Service Entries	62	36	82	180
Employment Verifications	179	132	227	538
**Unemployment Requests	1	0	5	6

*Increased count of transactions due to Cost of Living Increase and annual evaluations. **Duties are transitioned to EEO staff; Records is now the back-up. EQUAL EMPLOYMENT OPPORTUNITY DEPARTMENT (EEO) – Matthew J. Denny-EEO

Director, Rita Reiter-EEO Officer, Terry Hetzel-Continuous Improvement Mediator, Kendall Barton-Background Investigations Manager, Barb Ninham-Investigator, Laurie Metoxen-Investigator



394 of 409



<u>EMPLOYEE INSURANCES</u> – Josh Cottrell-Employee Insurance Manager, Kimberly Schultz-Insurance Specialist, Kristin Jorgenson-Insurance Specialist

During the first quarter of FY18, the health care open enrollment period was conducted. There were a total of 195 open enrollment change forms received and processed. This included:

- 21 Employees dropping Medical
- 57 Employees adding Medical
- 16 Employees dropping dependents/spouses from Medical
- 35 Employees adding dependents/spouses to Medical
- 156 Employees making changes to Vision and/or Dental Note: There were several employees making multiple changes (i.e. adding/dropping to multiple coverages).

During October, mandatory meetings were conducted for Health Plan participants. There were 11 sessions conducted over 4 days which saw 1,906 participants attend. The first quarter of FY18 included the annual Flex Spending enrollment period. There were 333 employees who elected a Flex Spending Account for 2018.

Upcoming Items:

- 1095C Statements: The 1095C statements are a requirement of the Affordable Care Act and provide a statement to all full time employees indicating their health insurance coverage for 2017. The IRS has indicated that statements must be sent to employees by March 1, 2018.
- 1094C Electronic: Oneida is required to file with the IRS a 1094C statement by March 31, 2018.

- 401K Transition: Oneida is transitioning platforms with the current 401k administrator, Transamerica. The Transition completed on 1/16/18.
- Spousal Carve Out/Verification Process: This is an annual process that verifies the eligibility of spouses on the health plan. This is anticipated to be done in the second quarter of FY18 and is coordinated by Risk Management.

The Employee Insurance Department provides benefit administration and employee assistance for: medical, dental, vision, disability, retirement plans, voluntary benefits, flex spending, orientation, and workers compensation.

Type of Requests	# of Requests Processed		
	First Quarter	FY18	
Leaves/Return to Work	148	148	
Applications, Insurance Changes, Beneficiary, etc.	204	204	
Disability	37	37	
RAS Completions	245	245	
Wellness Incentives	237	237	

MONTHLY INSURANCE COUNT – December 2017

Breakdown	Employee Count	COBRA count	Breakdown	Employee Count	COBRA count
Delta Dental – Single	676	6	Medical – Single	869	2
Delta Dental- Limited Family	456	3	Medical - Limited Family	467	
Delta Dental – Family	622		Medical – Family	595	
Dental Associates - Single	142		Vision - Single	802	2
Dental Associates – Limited Family	72		Vision - Limited Family	532	
Dental Associates - Family	91		Vision - Family	711	
Short Term Disability	2,113		401K	1769	
Long Term Disability	2,090		LIF52	2592	

Below is an outline of benefits eligibility based upon employment status:

Full Time Regular Status (30 or More Hours a Week)

Medical Insurance

.

- Flexible SpendingVoluntary Benefits
- Life Insurance
- 401K Retirement Plan

• Short and Long Term Disability

Vision and Dental Insurance

- Worker's Compensation
- Half Time Regular Status (20 -29.99 Hours a Week)
 - Voluntary Benefits

- 401K Retirement PlanFlexible Spending
- Worker's Compensation
- Part Time Regular Status (19.99 or Less Hours a Week) and Temporary Status
 - Worker's Compensation
- 401K Retirement Plan

Oneida Business Committee Agenda Request

1. Meeting Date Requested: <u>2</u> / <u>14</u> / <u>18</u>
2. General Information: Session: 🛛 Open 🔲 Executive - See instructions for the applicable laws, then choose one:
Agenda Header: Reports
 Accept as Information only Action - please describe:
3. Supporting Materials Image: Second state in the second sta
2. 4.
Business Committee signature required
 4. Budget Information Budgeted - Tribal Contribution Budgeted - Grant Funded Unbudgeted
5. Submission
Authorized Sponsor / Liaison: Michele Doxtator, Area Manager/Retail Profits
Primary Requestor/Submitter: Your Name, Title / Dept. or Tribal Member
Additional Requestor: Name, Title / Dept.
Additional Requestor: Name, Title / Dept.

Page 1 of 2

Oneida Business Committee Agenda Request

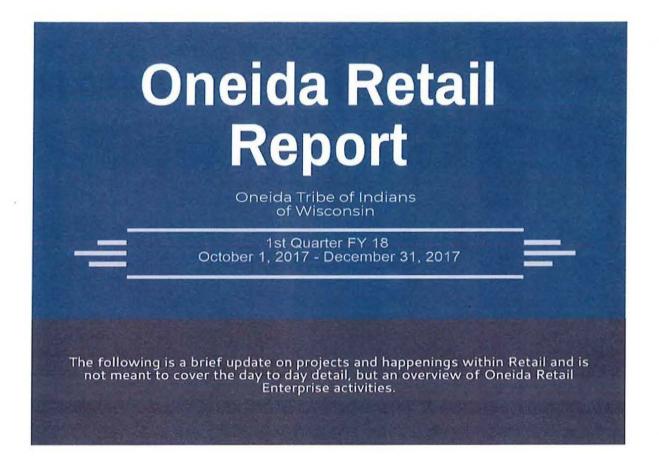
6. Cover Memo:

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

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





Vision Statement

A Nation of strong families built on Tsi² niyukwalihota and a strong economy



A good mind. A good heart. A strong fire

"To generate profit for the prosperity of the Oneida Tribe"









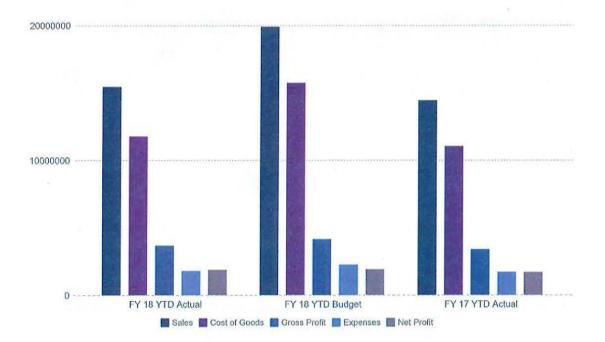
Table of Contents

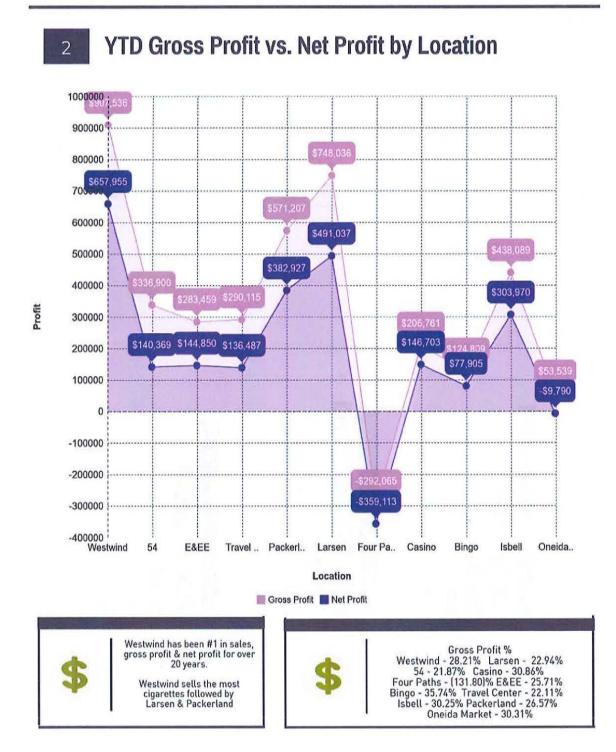
Profit & Loss Statements		1
Retail - Consolidated		2
Oneida Retail Employees		3
Internal Security Incident	Reports	4
General Updates		5
Marketing Updates		5

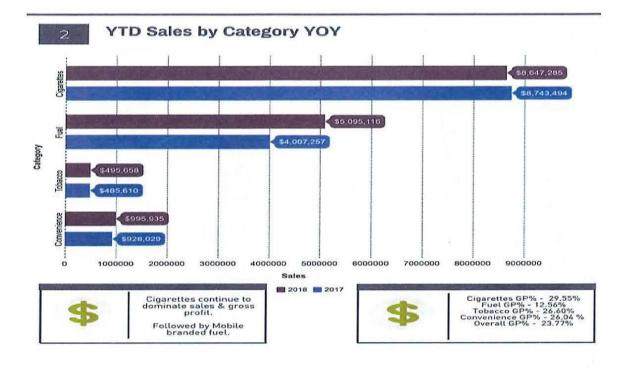


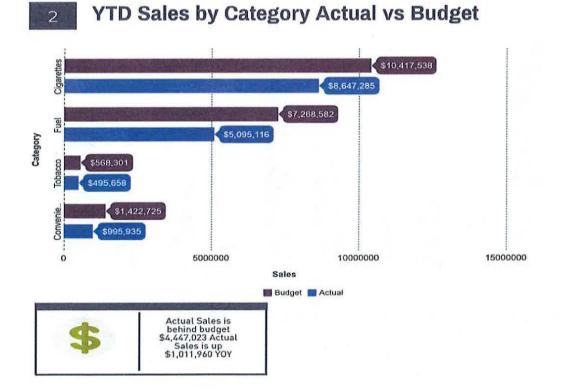
FY 18 Qtr 1 Profit & Loss Statements

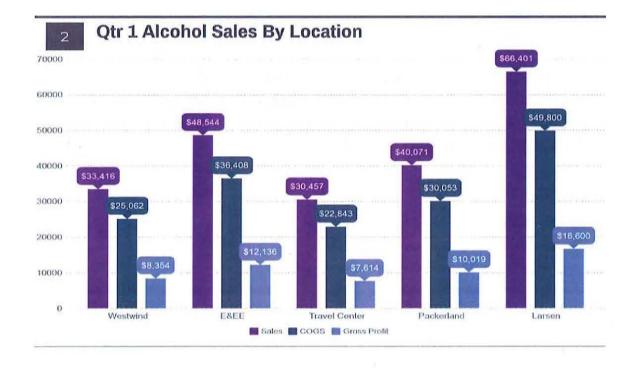
Actual vs. Budget Comparison	Actual YTD FY 18	Budget YTD FY 18	Actual YTD FY 17
Sales	\$15,444,997	\$19,892,020	\$14,433,037
Cost of Goods	\$11,773,128	\$15,744,789	\$11,037,758
Gross Profit	\$3,671,869	\$4,147,231	\$3,395,279
Expenses	\$1,792,410	\$2,246,299	\$1,708,581
Net Profit	\$1,879,459	\$1,900,932	\$1,686,698

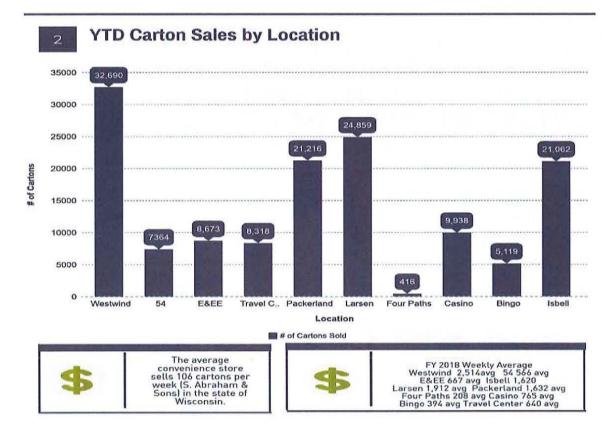






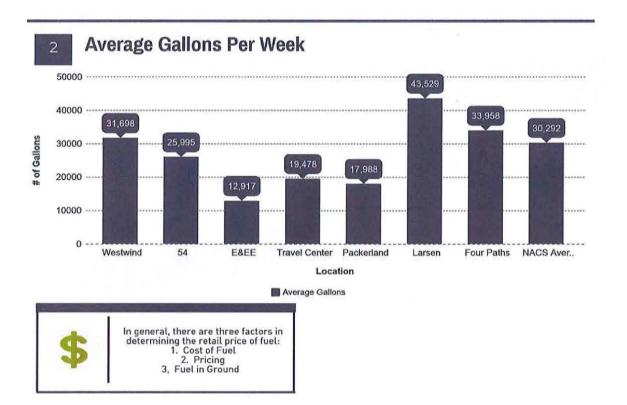


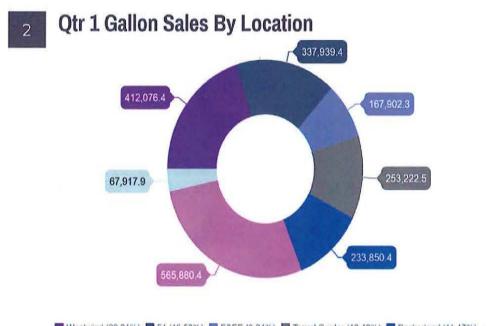




YTD Ten Year Carton Sales 781,859 773,484 767,523 800 727,948 687,084 668,788 700000 623,426 616,231 591,100 567,286 600000 Number of Cartons 500000 400000 300000 200000 100000 0 . FY 08 FY 11 FY 14 FY 15 FY 09 FY 10 FY 12 FY 13 FY 16 FY 17 Project.. **Fiscal Year**

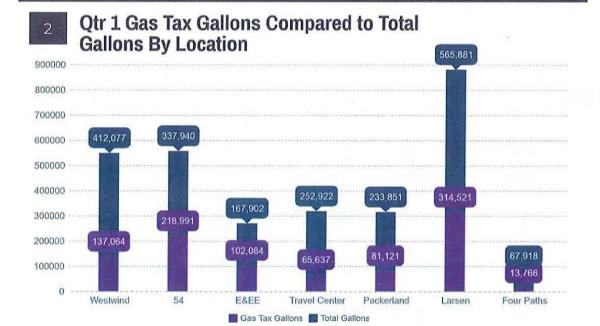
Number of Cartons Sold

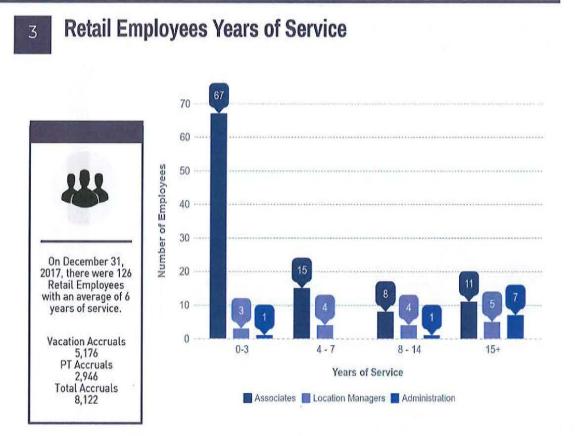




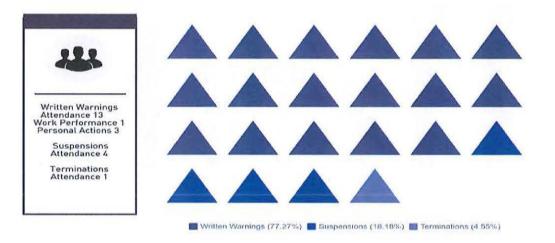
Westwind (20.21%) 54 (16.58%) E&EE (8.24%) Travel Center (12.42%) Packerland (11.47%)

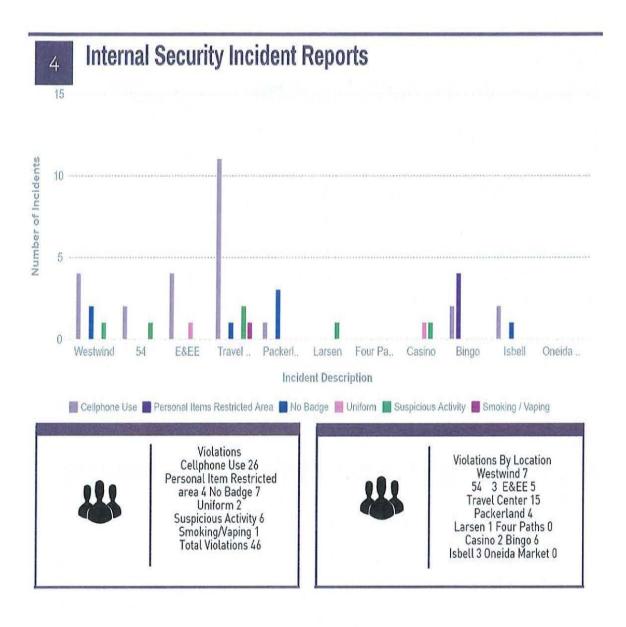


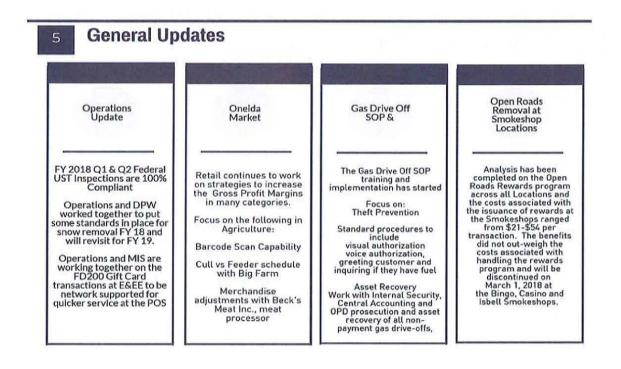




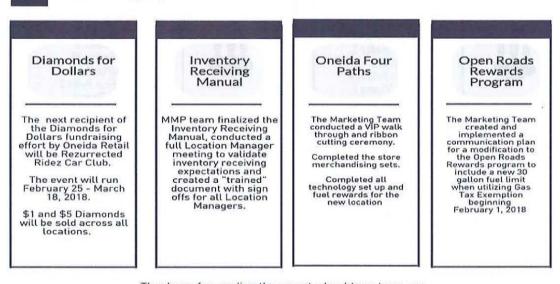
Retail Employees Disciplinary Actions







Marketing Updates



Thank you for reading the report, should you have any questions please feel free to call me at 920.496.7301 or by email at mdoxtat3@oneidanation.org.