



Oneida Business Committee

Executive Session
8:30 AM Tuesday, January 08, 2019
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, January 09, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

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

I. CALL TO ORDER

- A. **Special Recognition of Oneida Comprehensive Health Public Health Staff for achieving Public Health Accreditation Board (PHAB) accreditation for five (5) years**
Sponsor: Debra Danforth & Dr. Ravinder Vir, Division Directors/Comprehensive Health-Operations & Medical
- B. **Special recognition of retirement - Rich VanBoxtel, Chief of Police**
Sponsor: Ernie Stevens III, Councilman

II. OPENING

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

- A. **Oneida Nation Veterans Affairs Committee - Gerald Cornelius**
Sponsor: Lisa Summers, Secretary
- B. **Oneida Pow-wow Committee - Brian Moreno**
Sponsor: Lisa Summers, Secretary
- C. **Oneida Nation School Board - Aaron Manders**
Sponsor: Lisa Summers, Secretary

V. MINUTES

- A. Approve the November 29, 2018, quarterly reports Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary
- B. Approve the December 12, 2018, regular Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary
- C. Approve the December 14, 2018, special Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary

VI. RESOLUTIONS

- A. Adopt resolution entitled Higher Education Department's Application to the Shakopee Mdewakanton Sioux Community**
Sponsor: George Skenandore, Division Director/Governmental Services
- B. Adopt resolution entitled Oneida Nation, Recognizing Climate Change as a long-term threat to our Core Values**
Sponsor: Ernie Stevens III, Councilman
- C. Adopt resolution entitled Yukwatsistaya's Application to the Shakopee Mdewakanton Sioux Community**
Sponsor: Debra Valentino, Tribal member

VII. STANDING COMMITTEES

- A. COMMUNITY DEVELOPMENT PLANNING COMMITTEE**
 - 1. Accept the November 8, 2018, regular Community Development Planning Committee meeting minutes**
Sponsor: Ernie Stevens III, Councilman
- B. FINANCE COMMITTEE**
 - 1. Approve the January 2, 2019, regular Finance Committee meeting minutes**
Sponsor: Trish King, Treasurer
- C. LEGISLATIVE OPERATING COMMITTEE**
 - 1. Accept the December 19, 2018, regular Legislative Operating Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
 - 2. Approve the Oneida Personnel Commission bylaw amendments**
Sponsor: David P. Jordan, Councilman

D. QUALITY OF LIFE COMMITTEE

- 1. Accept the November 15, 2018, regular Quality of Life Committee meeting minutes**
Sponsor: Brandon Stevens, Vice-Chairman

VIII. TRAVEL REPORTS

- A. Approve the travel report - Councilman Kirby Metoxen - Standing up for Rural Wisconsin award ceremony - Wisconsin Dells, WI - October 29-30, 2018**
Sponsor: Kirby Metoxen, Councilman

IX. TRAVEL REQUESTS

- A. Approve travel request in accordance with § 219.16-1 – Four (4) employees - GrassWorks Inc. Grazing Conference 2019 - Wisconsin Dells, WI - January 31-February 2, 2019**
Sponsor: Patrick Pelky, Division Director/Environmental, Health, Safety & Land

X. NEW BUSINESS

- A. Approve a limited waiver of sovereign immunity - Microsoft-Master Services Agreement No. U6642559 - file # 2018-1502**
Sponsor: Jo Anne House, Chief Counsel
- B. Approve the Capital Improvement Process (CIP) concept paper - Oneida Community Wellness Initiative - CIP # 18-011**
Sponsor: Troy Parr, Division Director/Community & Economic Development
- C. Accept the update regarding the 120-Day Bridge Loan to Oneida Airport Hotel Corporation as information**
Sponsor: Trish King, Treasurer
- D. Approve an exception to resolution # BC-09-27-17-D and start Executive Session Discussion on January 22, 2019, at 10:00 a.m.**
Sponsor: Lisa Summers, Secretary

XI. REPORTS**A. ELECTED BOARDS, COMMITTEES, COMMISSIONS****1. Accept the Oneida Land Commission FY-2018 4th quarter report**

Sponsor: Rae Skenandore, Chair/Oneida Land Commission

EXCERPT FROM DECEMBER 12, 2018: Motion by Brandon Stevens that the Oneida Land Commission stipends are withheld until the FY-2018 4th quarter report is submitted, seconded by Ernie Stevens III. Motion carried.

EXCERPT FROM NOVEMBER 29, 2018: Motion by Ernie Stevens III to defer the Oneida Land Commission FY-2018 4th quarter report to the December 12, 2018, regular Business Committee meeting and direct that the deferral request be submitted for the record, seconded by Brandon Stevens. Motion carried.

XII. GENERAL TRIBAL COUNCIL**A. PETITIONER SCOTT KOSBAB - CREATING A TERM LIMITS LAW****1. Accept the statement of effect**

Sponsor: David P. Jordan, Councilman

B. PETITIONER GINA D. POWLESS - RESCINDING THE REMOVAL LAW**1. Accept the statement of effect**

Sponsor: David P. Jordan, Councilman

XIII. EXECUTIVE SESSION**A. REPORTS****1. Accept the Annual Target #4 update**

Sponsor: Joanie Buckley, Division Director/Internal Services

2. Accept the Chief Counsel report

Sponsor: Jo Anne House, Chief Counsel

3. Accept the Intergovernmental Affairs, Communications, and Self-Governance December 2018 report

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

B. NEW BUSINESS**1. File # ED18-001 - Request to share document**

Sponsor: Troy Parr, Division Director/Community & Economic Development

2. Approve the Fletcher Law, PLLC legal services agreement amendment - file # 2018-0697

Sponsor: Ernie Stevens III, Councilman

3. **Discuss amendments to resolution # BC 06-13-18-A**
Sponsor: Lisa Summers, Secretary
4. **Determine next steps regarding Transition/Communication plan for DR-19**
Sponsor: Trish King, Treasurer
5. **Adopt resolution entitled Regarding Pardon of Sonia Luna**
Sponsor: Lisa Summers, Secretary
6. **Adopt resolution entitled Regarding Pardon of Lee Skenandore**
Sponsor: Lisa Summers, Secretary

XIV. ADJOURN

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

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

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

Special Recognition **Oneida Business Committee Agenda Request** Oneida Comprehensive Health Public Health Staff for achieving Public Health Accreditation Board (PHAB) accreditation for 5 years.

1. Meeting Date Requested: 01 / 09 / 19

2. General Information:

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

Agenda Header: Announcement/Recognition

☐ Accept as Information only

☒ Action - please describe:

Recognition of Oneida Comprehensive Health Public Health Staff for achieving Public Health Accreditation Board (PHAB) accreditation for 5 years.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1. Notification of award

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Jennifer Webster, Council Member

Primary Requestor/Submitter: Debra Danforth RN BSN Comprehensive Health Division Director
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Ravinder Vir MD Comprehensive Health Division Director
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

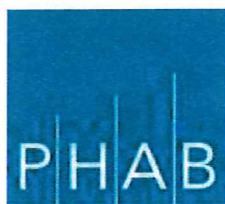
Recognition of the Oneida Comprehensive Health Division Public Health Department for achieving Public Health Accreditation Board (PHAB) being awarded accreditation of the Public Health program for 5 years. The Oneida Nation became the second Tribal health department in the United States to achieve accreditation through PHAB. The Cherokee Nation Health Services in Tahlequah, Oklahoma was the first tribal nation and achieved their national accreditation in 2016. This was a 4 year process that all staff have been committed to completing and achieving along with a number of partners from local Public Health programs as well as departments within the Oneida Nation.

On November 30, 2018, the Oneida Nation received national public health accreditation recognition! Public health accreditation is a voluntary process that measures the performance of tribal, state, territorial, and local health departments against national public health standards for the delivery of quality programs and services for their communities. To maintain this accreditation status, we must complete on-going work and reporting to the Public Health Accreditation Board (PHAB) by demonstrating we are continuing to meet the national standards. Community Health Services Department and partners are committed to this accreditation process and the value it brings to the program and services available in the Oneida Community.

- 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

Debra J. Danforth

From: PHAB E-News <tnicolaus@phaboard.org>
Sent: Friday, November 30, 2018 9:05 AM
To: Eric R. Krawczyk
Subject: Press Release: Public Health Accreditation Board Awards Five-Year Accreditation to Nine Public Health Departments

Public Health Accreditation Board**For Immediate Release**

*Advancing
public health
performance*

Media Contact:

Teddi Nicolaus
PHAB Communications Manager
703-778-4549, x118
Email: tnicolaus@phaboard.org

**Public Health Accreditation Board Awards Five-Year Accreditation to
Nine Public Health Departments**

***USA MEDDAC Fort Riley Department of Public Health Becomes First U.S. Army
Health Department to Achieve National Accreditation Through PHAB***

Alexandria, VA, November 30, 2018 -- Around the nation, public health departments are on the front lines of protecting and improving the health and safety of people and communities. Committed to achieving the highest standards of public health practice, a growing number of health departments are choosing to have their work reviewed against the rigorous national standards of the nonprofit, non-governmental [Public Health Accreditation Board](https://www.phab.org/) (PHAB). This week, PHAB announced it has awarded national accreditation status to nine more health departments. Accreditation formally recognizes that a health department has demonstrated the capacity and commitment to improve the conditions in which the community can be healthy.

This week's accreditation announcement means that 73 percent of the U.S. population is now served by a health department that meets PHAB's national standards for delivering quality programs and services to its community. The decisions also herald the attainment of a major milestone for the 10-year-old national accrediting program, as USA MEDDAC Fort Riley Department of Public Health in Fort Riley, Kansas, is the U.S. Army's first public health department to achieve national accreditation. Fort Riley is home to a daytime population of 25,000 people, and the health department's commitment to improving and protecting the health of the people they serve - soldiers, their families, veterans, and the entire extended military community -- is well-represented by their hard work.

"We started as an Army preventive medicine department and transformed into an Army department of public health," said Dr. Donald W. Robinson, COL, FS, the department's

Director of Public Health. "Accreditation standards required us not only to rethink how we perform individual tasks, but how to look for new opportunities, how to make a greater health impact on the Fort Riley community, and how to integrate multiple disciplines while collaborating with organizations outside the walls of our installation. It changed us. We now have the awesome responsibility of maintaining public health accreditation standards through research, education, collaboration, and community involvement."

Marking another significant accreditation milestone, Oneida Nation in Oneida, Wisconsin, this week became the second Tribal health department in the United States to achieve accreditation through PHAB. Cherokee Nation Health Services in Tahlequah, Oklahoma, achieved national accreditation in 2016.

"The Oneida Nation is truly honored to have obtained accreditation status from the Public Health Accreditation Board," said Eric Krawczyk, MPH, MCHES, Community/Public Health Officer for the Oneida Comprehensive Health Division. "We hope that we can be an example for other Tribal Nations to continue to pursue accreditation status. As a Nation, we have seen the benefits that the accreditation process has already had on our programs, services and philosophies."

Since the national accreditation program launched in 2011 with funding from the Centers for Disease Control and Prevention and the Robert Wood Johnson Foundation, more than 240 health departments have achieved the prestigious designation. Among them is the Iowa Department of Public Health (IDPH), which this week became the 33rd state health department to achieve national accreditation. IDPH Director Gerd W. Clabaugh expressed pride in the health department's accomplishment.

"As a department, our pursuit of accreditation was focused on encouraging staff to think about our work through a quality improvement lens," Clabaugh said. "IDPH's policy-making board, the Iowa State Board of Health, has been very supportive of these efforts. For Iowa, accreditation means the department is a qualified leader on the subject of population health, and is committed to protecting and improving the health of all Iowans as we work toward our vision of healthy Iowans in healthy communities. I'm pleased IDPH has received the recognition that this accreditation brings, and anxious for us to use this as a platform to advance our quality improvement journey."

The number of local health departments awarded accreditation this week also increased, bringing the total number to 209, with hundreds more in the process. Among the newly accredited local health departments is Harris County Public Health Department in Houston, Texas. Commenting on the health department's achievement, Executive Director Umair A. Shah, MD, MPH, thanked the department's dedicated staff for their tireless work.

"Achieving accreditation status demonstrates our commitment to excellence while providing an additional lever to drive our cornerstone values - innovation, engagement, and equity," Shah said. "This important journey has enhanced our work to serve Harris County residents by strengthening our community engagement and corresponding activities. We look forward to maintaining this new level of excellence."

Reflecting on this group of newly accredited health departments, PHAB President and CEO Kaye Bender, PhD, RN, FAAN, said this cohort reflects the diversity of health departments that PHAB seeks to serve.

"Our accreditation process was developed to be applicable to all types of governmental public health departments, regardless of their organizational structure," Dr. Bender said. "In this group, we are so pleased to see the first U.S. Army local installation's public health department achieve accreditation; the second Tribal Nation public health department receive accreditation; as well as one state health department and a total of seven local health departments. We congratulate all of them for their hard work and their mutual commitment to meeting national standards."

National accreditation status was awarded November 20, 2018 to:

- USA MEDDAC Fort Riley Department of Public Health, Fort Riley, Kansas
- Greene County Public Health, Xenia, Ohio
- Harris County Public Health, Houston, Texas
- Iowa Department of Public Health, Des Moines, Iowa
- Oneida Nation, Oneida, Wisconsin
- Princeton Health Department, Princeton, New Jersey
- Richland County Health Department, Sidney, Montana
- Sandusky County Health Department, Fremont, Ohio
- Scott County Health Department, Davenport, Iowa

For more information, contact Teddi Nicolaus at (703) 778-4549, ext. 118, or email tnicolaus@phaboard.org. Learn more about PHAB and accreditation at www.phaboard.org. Subscribe to PHAB's e-newsletter by [clicking here](#).

###

About the Public Health Accreditation Board

The [Public Health Accreditation Board](#) (PHAB) was created to serve as the national public health accrediting body and is jointly funded by the Centers for Disease Control and Prevention and the Robert Wood Johnson Foundation. The development of national public health accreditation has involved, and is supported by, public health leaders and practitioners from the national, Tribal, state, local, and territorial levels. For more information, contact Teddi Nicolaus at (703) 778-4549 ext. 118, or email tnicolaus@phaboard.org. Learn more about PHAB and accreditation at www.phaboard.org, and by signing up for the [PHAB e-newsletter](#).

Public Health Accreditation Board | www.phaboard.org
1600 Duke Street, Suite 200 | Alexandria, VA 22314 | Phone: 703-778-4549

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PHAB - Public Health Accreditation Board, 1600 Duke Street,
Suite 200, Alexandria, VA 22314

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Sent by tnicolaus@phaboard.org in collaboration with

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	Last Name	First Name	Job Title	Team
1	Archiquette	Neva	Community Health Representative	CM- Brenda
2	Arndt	Mary	Data Coordinator	HPDP
3	Burns	Mary	RN- Community/ Public Health Nurse	Pop Based Prog
4	Close	Joanne	Home Care Worker	CM- LTC
5	Cornelius	Candi	Prenatal Care Coordinator	Pop Based Prog
6	Danforth	Maria	Maternal Child Health Aid	Pop Based Prog
7	Diedrich	Carlissa	Dietitian- WIC/Outpatient – (Half-time)	WIC/ Nutrition
8	Fowler	Louetta	RN- Community Health Case Management	CM- Brenda
9	Fuss	Leah	RN- Community/ Public Health Nurse	Pop Based Prog
10	Haen	Brenda	Community Health Manager	CM- Brenda
11	Havel	Jackie	Dietitian- WIC/Outpatient	WIC/ Nutrition
12	Higgs	Susan	WIC/ Nutrition Manager	WIC/ Nutrition
13	Hudak	Alyssa	Dietitian- Lactation Coordinator – (Half-time)	WIC/ Nutrition
14	John	Lorleen	Home Care Worker	CM- LTC
15	Johnson	Vicki	Community Health Representative	CM- Brenda
16	Jorgensen	Tina	Health Promotion Supervisor	HPDP
17	Kizior	Char	RN- Head Start	Pop Based Prog
18	Kolitsch	Andrea	RN- Community/ Public Health Nurse	Pop Based Prog
19	Krawczyk	Eric	Community/ Public Health Officer	CHS Director
20	Krines Glatt	Dawn	Health Promotion Specialist	HPDP
21	Labby	Kristine	RN- School Nurse	Pop Based Prog
22	Lindsey	Carrie	Case Management Supervisor	CM- LTC
23	McCann	Heidi	Dietitian- WIC/Outpatient	WIC/ Nutrition
24	Miller	Debra	Tribal Dementia Care Specialist	CM- LTC
25	Myers	Michelle	Nursing Supervisor- Community Health	Pop Based Prog
26	Nikolich	Brittany	Dietitian- Consultant	WIC/ Nutrition
27	Patton	Mallory	Case Manager Support Specialist	CM- LTC
28	Phillips	Sarah	Health Promotion Specialist	HPDP
29	Ramirez	Tamar	Home Care Worker	CM- LTC
30	Reinke	Stefanie	Health Promotion Specialist	HPDP
31	Schreiber	Isis	Community Health Worker- Healthy Start	Pop Based Prog
32	Schwantes	Elizabeth	Dietitian- Diabetes Educator	WIC/ Nutrition
33	Shaline	Phyllis	RN- Community Health Case Management	CM- Brenda
34	Skenandore	Beatrice	Home Care Worker	CM- LTC
35	Skenandore	Brittany	RN- Community Health Case Management	CM- Brenda
36	Skenandore	Stacy	WIC Peer Breastfeeding Counselor – (Half-time)	WIC/ Nutrition
37	Skenandore	Tammy	Administrative Assistant CM LTC - LTE	CM- LTC
38	Skenandore	Tek	Health Promotion Specialist	HPDP
39	Skubal	Ted	SW- Community Health	CM- LTC
40	Torres	Carol	Administrative Assistant- Community Health	Pop Based Prog
41	Webster	Amber	Community Health Worker- Healthy Start	Pop Based Prog
42	Walking Eagle	Toni	Community Health Representative	CM- Brenda
43	Webster	Barbara	RN- Community Health Case Management LTE	CM- Brenda

Partners in Accreditation

	Last Name	First Name	Job Title
1	Woods	Regina	Human Resource Department
2	Mears	Jeff	Environmental Health & Safety
3	Miller	Vanessa	Environmental Health & Safety
4	Nuthals	Melissa	Tribal Statistician
5	Snyder	Katrina	Human Resource Department
6	VandenHeuvel	Margaret	Part of initial site survey
7	Wisneski	Brandon	Part of initial site survey
8	Vir	Dr Ravi	Oneida Comprehensive Health Division Medical Director
9	Danforth RN BSN	Debra	Oneida Comprehensive Health Division Operations Director

Oneida Business Committee Agenda Request

Oneida Nation Veterans Affairs Committee - Gerald Cornelius

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional 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:

On December 12, 2018 the Oneida Business Committee appointed Gerald Cornelius 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.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Oneida Pow-wow Committee - Brian Moreno

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional 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:

On December 12, 2018 the Oneida Business Committee appointed Brian Moreno to the Oneida 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.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Oneida Nation School Board - Aaron Manders

1. Meeting Date Requested: 01 / 09 / 19

2. General Information:

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

Agenda Header: Oaths of Office

- ☐ Accept as Information only
- ☒ Action - please describe:

Administer Oath of Office to Aaron Manders for the Oneida Nation School Board.

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, 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.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On December 12, 2018 the Oneida Business Committee appointed Aaron Manders to the Oneida Nation School 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.
- 3) E-mail this form and all supporting materials in a **SINGLE** *.pdf file to: BC_Agenda_Requests@oneidanation.org

Oneida Business Committee Agenda Request

Approve the November 29, 2018, quarterly reports Business Committee meeting minutes

1. Meeting Date Requested: 01 / 09 / 19

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approve the November 29, 2018, quarterly reports Business Committee meeting minutes

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal Member

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

Approve the December 12, 2018, regular Business Committee meeting minutes

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

Approve the December 14, 2018, special Business Committee meeting minutes

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

Adopt resolution entitled Higher Education Department's Application to the Shakopee Mdewakanton S

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☒ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional 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:

The costs associated with the annual college fair have been increasing each year, to support the costs of the annual college fair the Higher Education Department has prepared an application to the Shakopee Mdewakanton Sioux Community. The Shakopee Mdewakanton Sioux Community have long supported projects determined to be of value to other Indian nations. An application requires a resolution of support from the applying Tribes government.

- 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

GRANT PROPOSAL AUTHORIZATION FORM

ONEIDA GRANTS OFFICE

PH: (920) 496-7330 FAX: (920) 496-7494

Form instructions: Double click on the grey area; a drop down called "form field option box" box will appear. In the "items drop-down list" click on which one you want; then click on the "up" arrow move it to the top and click on ok. In the reporting area: Double click on the box you want to put an "x" in. A "check box form field" box will appear, in "under default value" click on "checked" then ok.

PROGRAM INFORMATION

Department: Higher Education	Division/Non-Division: General Services	
Program: Student Information	Program Accountant: Brenda Wagner	
Person Responsible for proposal development: Sherry L. King		Phone: (920) 869-4332
Person Responsible for grant administration: Mitchel R. Metoxen		Phone: (920) 869-4370
Project Title: Realizing the Dream		

GRANT INFORMATION

Name of Funding Source: Shakopee Mdewakanton Sioux Community		Type (pick one): Grant
Title of Grant: Community Support		CFDA No: N/A
Application Deadline: January 15, 2019		Grant Amount: \$5,000.00
Project Period: 12 months	Budget Period: 2-19 to 1-20	Type of Project (pick one): Education
Match Requested (% or \$): \$ N/A		Match Type (pick one): In-Kind
Is a Tribal resolution required? If yes, please notify Grants Office immediately. Yes		
Will this grant create a: New position No Committee No Commission No Board No		
Will this grant fund an existing position? No Name of Position(s):		
If YES, attach draft job description for all grant funded positions. <u>PLEASE NOTE: Position/employee will be phased out when grant funding ends.</u>		

Project Proposal Summary (must answer all these questions): The purpose, benefit(s), where is the match coming from, are there any other programs collaborating, travel justification, position justification, or pertinent information: The purpose of this grant is to provide educational opportunity for American Indian students; the match will include the services normally contributed by Higher Education to this program, and from supporting programs which includes, the Oneida Casino and Oneida Transit. The will be no travel costs and no new positions will be created.

List any capital expenditures (cap ex), technology expenses & CIP purchases (NOTE: Must follow the appropriate Cap ex, CIP or Technology SOP for each purchase request.): NONE

Vendors: Verified that Vendors contracted with are NOT suspended/debarred: Yes ☐ No ☐ NA ☐

*Prior to entering into contracts with vendors, they will be cross referenced at www.sam.gov to ensure the vendors are not suspended or debarred.

Reporting: Quarterly ☐ Semi-Annually ☐ Yearly X ☒ Narrative ☐ Financial ☐

SIGNATURES

Your signature authorizes the person responsible for proposal development to work with the Grants Office when applying for funding and acknowledges your responsibility to successfully administer all requirements of this grant throughout the project period and budget period.

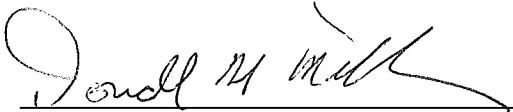
Mitchel R.
Metoxen

Digitally signed by Mitchel R.
Metoxen
Date: 2018.12.31 09:58:30 -06'00'

1. Supervisor Signature Date
SIGNATURE VERIFIES & APPROVES MATCH

George C. Skenandore Digitally signed by George C. Skenandore
Date: 2018.12.31 10:37:10 -06'00'

4. Division/Non-Division Director Signature Date
SIGNATURE APPROVES GRANT PROJECT & MATCH

 12-31-18

5. Grants Office Signature Date
FINAL SIGNATURE PRIOR TO OBTAINING OBC SIGNATURES

Revised: 12/19/16

GO-001

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank

Higher Education Department's Application to the Shakopee Mdewakanton Sioux Community

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 is committed to the educational success of it's youth; and

WHEREAS, the Oneida Nation recognizes the value of the informational programming organized by the Oneida Higher Education Department including the annual College fair; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation supports the application of the Higher Education Department to the Shakopee Mdewakanton Sioux Community for support of the 2019 College Fair.

Oneida Business Committee Agenda Request

Adopt resolution entitled Oneida Nation, Recognizing Climate Change as a long-term threat to our Core Values

1. Meeting Date Requested: 1 / 9 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☒ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional 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:

Resolution would support a Nation-wide position on climate change by:

- Adopting the terms of the Paris Climate Agreement
- Creating an Oneida Climate Change Team to develop a strategic climate plan
- Having the BC work with the Energy Team to finalize and empower the Nation's strategic energy plan
- Adopting necessary policies to achieve the strategic energy and climate plans.

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 # _____

ONEIDA NATION, RECOGNIZING CLIMATE CHANGE AS A LONG-TERM THREAT TO OUR CORE VALUES

- 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 Creation Story acknowledges the Sky World, *yohw<tsya>kehlo=* is a sacred place; and
- WHEREAS,** climate change is a global threat to society and the natural world; and
- WHEREAS,** the Wisconsin Initiative on Climate Change Impacts (WICCI) forecasts that by 2050 the average annual temperature will have increased by 6°F, peak temperatures will reach 110-112°F, Wisconsin will experience 20 additional days above 90°F, average annual precipitation will increase by 2 inches, rainfall frequency and intensity will increase, snowfalls will be heavier, and flooding more persistent (<https://www.wicci.wisc.edu/>); and
- WHEREAS,** climate change poses a serious threat to the health and inherent existence of Indigenous Peoples and their Treaty rights as affirmed by the United Nations Declaration on the Rights of Indigenous Peoples; and
- WHEREAS,** on October 8, 2018, the Intergovernmental Panel on Climate Change (IPCC) issued a special report on the impacts of global warming that exceeds 1.5°C (2.7°F), calling for urgent large-scale changes by governments, businesses, and individuals (<https://report.ipcc.ch/sr15/>); and
- WHEREAS,** adequate response to the threat of climate change requires action by all governments, including Tribal, national, state, and local governments; and
- WHEREAS,** 184 of 197 Parties to the Convention of the United Nations Framework Convention on Climate Change (UNFCCC) have demonstrated their commitment to the Paris Climate Agreement, to keep global temperatures below 2°C above pre-industrial levels and to encourage nations to develop strategies to manage the impacts of climate change (<https://unfccc.int/process/the-paris-agreement/status-of-ratification>); and
- WHEREAS,** the United States government and current presidential administration have discounted the causes and consequences of climate change;

BC Resolution # _____
**ONEIDA NATION, RECOGNIZING CLIMATE CHANGE
AS A LONG-TERM THREAT TO OUR CORE VALUES**
Page 2 of 2

NOW THEREFORE BE IT RESOLVED, as a member of the international community, the Oneida Nation shall endorse the essential elements of the Paris Climate Agreement with the intention to limit long-term temperature changes, decrease its share of carbon emissions, communicate its mitigation strategy, protect known carbon sinks, pursue creative approaches to limit emissions, be transparent in its reporting, stay informed on the best available technologies, and periodically assess its progress.
(<https://unfccc.int/process-and-meetings/the-paris-agreement/the-paris-agreement>).

BE IT FUTHER RESOLVED, the Energy Team shall define and integrate climate adaptation and mitigation solutions into the Energy Strategy Plan.

BE IT FUTHER RESOLVED, the Business Committee shall work with the Energy Team to finalize and empower the Nation's Strategic Energy Plan.

BE IT FINALLY RESOLVED, the Business Committee shall work with the Energy Team to adopt the policies necessary to achieve the goals established in the Strategic Energy Plan.



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



Statement of Effect

Oneida Nation, Recognizing Climate Change as a Long-Term Threat to our Core Values

Summary

This resolution seeks to endorse the essential elements of the Paris Agreement, an agreement reached between various parties to the United Nations Framework Convention on Climate Change (“Convention”) to combat climate change by limiting long-term temperature changes, decreasing shares of carbon emissions, sharing mitigation strategies, protecting known carbon sinks, pursuing creative approaches to limit emissions, reporting with transparency, staying informed on the best available technologies and assessing global progress. This resolution further seeks a directive that the Nation’s Energy Team work with the Oneida Business Committee to finalize a Strategic Energy Plan that integrates the essential elements of the Paris Agreement and adopt policies necessary to achieve the goals established therein.

Submitted by: Kristen M. Hooker, Staff Attorney, Legislative Reference Office

Date: January 2, 2019

Analysis by the Legislative Reference Office

Climate change poses a serious threat to the health and inherent existence of Indigenous Peoples and their Treaty rights as affirmed by the United Nations Declaration on the Rights of Indigenous Peoples. The Wisconsin Initiative on Climate Change Impacts forecasts that by 2050:

- The average annual temperature will have increased by six (6) degrees Fahrenheit;
- Peak temperatures will reach 110-112 degrees Fahrenheit;
- Wisconsin will experience twenty (20) additional days above ninety (90) degrees Fahrenheit;
- Average annual precipitation will increase by two (2) inches;
- Rainfall frequency and intensity will increase;
- Snowfalls will be heavier; and
- Flooding will be more persistent.

On December 12, 2015 parties to the Convention reached a landmark agreement to combat climate change and to accelerate and intensify the actions and investments needed for a sustainable low carbon future. This landmark agreement, entitled the Paris Agreement, which went into effective on November 4, 2016, brings all nations into a common cause to undertake ambitious efforts to combat climate change and adapt to its effects, with enhanced support to assist developing countries to do so. Its central aim is to strengthen the global response to the threat of climate change by keeping a global temperature rise this century well below two (2) degrees Celsius above pre-industrial levels and to pursue efforts to limit the temperature increase even further to 1.5 degrees Celsius. Additionally, the agreement aims to increase the ability of countries to deal with the impacts of climate change, and at making finance flows consistent with a low GHG emissions

and climate-resilient pathway. To date, 184 of 197 Parties to the Convention have signed the Paris Agreement.

On October 8, 2018 the Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming, calling for urgent large-scale changes by governments, businesses and individuals. Yet, the U.S. Government and its current presidential administration continue to discount the causes and consequences of climate change.

The Creation Story acknowledges that the Sky World – Yohutsya?kehlo·lú - is a sacred place. The Oneida Nation recognizes that adequate response to the threat of climate change requires action by all governments, including Tribal, national, state and local governments. This resolution seeks to endorse the essential elements of the Paris Agreement, which are to limit long-term temperature changes, decrease carbon emissions, communicate mitigation strategies, protect known carbon sinks, pursue creative approaches to limit emissions, have transparency in reporting, stay informed on the best available technologies and periodically assess progress. In addition, this resolution directs that:

- The Energy Team define and integrate climate adaptation and mitigation solutions into the Nation's Strategic Energy Plan;
- The Business Committee work with the Energy Team to finalize and empower the Nation's Strategic Energy Plan; and
- The Business Committee work with the Energy Team to adopt the policies necessary to achieve the goals established in the Strategic Energy Plan.

This analysis does not include a review of the Paris Agreement. In addition, this analysis assumes that the resolution is not asking permission to enter into the Paris Agreement, but is seeking an endorsement of the Agreement's essential elements and a directive to develop strategies in accordance therewith.

Conclusion

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

Oneida Business Committee Agenda Request

Adopt resolution entitled Yukwatsistay?'s Application to the Shakopee Mdewakanton Sioux Community

1. Meeting Date Requested: 1 / 09 / 19 **2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Gain support by the Business Committee for the application to Shakopee Mdewakanton Sioux Nation to purchase a van for client services. Yukwatsistay^ is considered a 501(c)3 non-profit organization under the u

Adopt resolution entitled Yukwatsistay^'s Application to the Shakopee Mdewakanton Sioux Community

3. Supporting Materials☐ Report ☒ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☒ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

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:

On November 6, 2018, we met with a student from the Menominee College who wanted to do a project with Yukwatsistay^. A discussion on programming and setting goals.

One of the goals was to write a proposal to obtain a van for our office. The research and application process from Shakopee Mdewakanton Nation requires that we obtain a resolution support letter from the Oneida Nation.

This is why we are requesting the Business Committee at this time to support Yukwatsistay^ with a resolution written letter of support to attach to the application for our request to Shakopee.

Shakopee has grant request guidelines, one of the guidelines state and require; Organizations located on reservations: include a tribal council resolution.

We have also submitted the proposal that will be going to Shakopee at this time.

We appreciate your time on this matter, thank you for helping us acquire the needed documentation for Shakopee's application process.

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

Yukwatsistay^ Donation Request for 15 passenger van**Who we are**

Yukwatsistay^ is a 501 (C) 3 non-profit group of volunteers under the umbrella of Dar June comprised of Oneida community members concerned with the increasing numbers of opiate related deaths and overdoses in the area. It was formed to start preliminary action by getting people talking about it. Our volunteer staff provides their own transportation to helping those affected by opiate abuse and other drug and alcohol related addictions. The intent of our service is to provide support acting as liaisons between the addicted and those providing addiction and recovery services. Often this is done by advising those affected by addiction towards the proper channels needed for beginning or continuing recovery. The activity we participate in is providing transportation for an individual by removing them from an addiction related circumstance and bringing them to a safe environment at our base of operations. From there we can assist with guidance towards the next steps they choose for self-improvement and recovery. A secondary activity we contribute is community outreach by way of continuous public notice and planned informative events. These organized events are to keep the community aware of our addiction epidemic and the service we can offer to those affected. The staff consists entirely of recovering addicts of various afflictions not limited to alcohol, opiates and stimulants.

Organizational History

Started October 15, 2017. Began with a sacred fire and the erection of a Tee Pee at the corner of Hwy 54 and County Highway U in downtown Oneida.

Grand Opening October 27, 2018 located 431 Hillcrest Drive, Green Bay WI. 54313

Began when a community member overdosed and passed away. That's when Yukwatsistay^ decided enough is enough and that we were going to try to do something about bringing awareness to the epidemic.

Mission Statement

Yukwatsistay^ supports Oneida Community members affected by addictions in their desire to bring hope, create awareness and promote healing and belonging by means of reconnecting with culturally based traditional values and teachings.

Vision Statement

A sustainable, culturally, healthier & stronger reconnected community.

Values

Respect, love compassion, integrity, confidentiality, pride in tradition/cultural healing, strength, optimism, commitment, loyalty.

Board Members/Staff

Kermit Valentino – Board President. 33 years in sobriety. Kermit worked as a technician with People's Gas in Chicago for 27 years and helped start several nonprofit organizations in Chicago. In 2016 Kermit moved back home to Oneida where he worked with others to established a safe and supportive place for addicts to seek help. Kermit stated "Love my community and am always willing to help". Kermit is an enrolled Oneida Nation member.

Frank Vandehei – Board Vice-President. 15 years in recovery. Dar June Board member. Certified Recovery Coach through Connecticut Community for Addition Recovery (CCAR). Training in Mending Broken Hearts through White Bison. Frank is an enrolled Oneida Nation member.

Debra Valentino – Board Treasurer. 33 years in sobriety. Debra has 30-years of experience in management positions and helped start several nonprofit organizations in Chicago. Debra moved back to Oneida in 2016 where she worked at Kohls part-time until she became a fully invested volunteer for Yukwatsistay^ and help community members battle addiction. Debra is also a certified Recovery Coach, (CCAR) and Trained in Mending Broken Hearts through White Bison. Debra is Menominee and Oneida enrolled with the Oneida Nation

Francine Valentino – Board Secretary. 6 years in recovery. Francine is a 10-year Oneida Nation employee, currently working in the Gaming Accounting department. Previous to 2007 Francine lived in Chicago. Francine is described as a giver by nature and true believer that doing what you love gives you the ability to do it with a certain amount of love, compassion and conviction. She believes giving back to her community in this way is just that for her. Francine is Oneida and Menominee enrolled in the Oneida Nation

Dana Issac – Board Sergeant-At-Arms. Dana has been on the Red Road of sobriety for 18 years and counting. Experienced in residential and commercial construction and remodeling. 20 years of experience as a lacrosse coach and youth mentor. He is committed to helping the next generation with the development of life skills and positive encouragement. His target age group is 16-18 or young men struggling with the hard times. Dana has artistic skills of all kinds. Dana is an enrolled Oneida Nation member.

Gina Larson – Board member. Gina's fiancé and father are in recovery. She moved to the Oneida community 9 years ago. Gina is a registered nurse focusing on hospice care.

James Sherrod – Board member. In recovery for the past few years. James is a professional painter. Moved to the Oneida community 1 year ago.

Cassandra Valentino – Board member. Parents and family members in recovery, Cassandra is an licensed cosmetologist. Cassandra has experience creating fundraisers for the Oneida Veterans. Casandra is an enrolled member in the Oneida Nation.

Reason for Donation Request

To provide transport services to the Oneida community that are affected by addiction. Currently Board members provide transport services with their own vehicles. A reliable vehicle is needed to continue to provide transportation to individuals and their families facing addiction. Our program is rapidly expanding, and a van is needed to continue to provide services on a broader range to the rapidly growing clientele. By offering assistance to those affected by drug and alcohol addiction, we can create awareness and encourage recovery.

- **Inputs - Van**
 - Our organization attends ceremonies, transports individuals participating in AODA services and programs, and travels to events within and around the upper Midwest area. A large van is needed to continue to provide services on a larger scale, and to continue to transport individuals and their families suffering from addiction to find the help and support they need.
 - We are currently collaborating with many other organizations to help connect the individuals in need with the proper support and resources available. Some groups we are currently working with: Dar June Group, AIDS Resource Center of Wisconsin, The Brown County Task Force, Oneida Tribal Action Plan (TAP), and independent individuals within the Oneida and surrounding communities.
- **Outputs - Services provided**
 - While the members are happy to provide transport services, they are in need of a reliable vehicle. Currently the all-volunteer staff are using personal vehicles as the only method of transportation for providing immediate assistance to individuals seeking support.
 - Each week we serve and transport 20-30 individuals and their families suffering from addiction.
 - We are not the treatment providers, we are the liaison for the individuals suffering from addiction and the treatment providers.
 - We will be able to transport individuals suffering from addiction to whichever treatment facilities of their choice.
- **Outcomes - Result of having van**
 - Initial - Continuation of current level of service which is providing immediate and compassionate assistance to those affected by addiction who are seeking to extricate themselves from a situation that leads to continued self-destructive behavior.
 - Intermediate - Increased staff participation by reducing personal expenses due to personal vehicle maintenance costs. Increased client participation by having a dependable option for those affected by addiction when seeking help towards recovery.
 - Long-term - Overall reduction of overdose incidents in the local Oneida community. Overall reduction of addiction related behavior through proactive awareness. Establishing a credible option that provides direct assistance for recovery seekers in despair and persisting to be economically viable for the volunteers.

- **Evaluation - Tracking**
 - We currently accommodate 20-30 contacts per week and expect to increase this level of service up to 35-45 with this van as a supporting resource. This projection improves the success rate by 75% and most importantly the van will enable the program to be sustainable. Our clients are given complete privacy and anonymity within the program therefore the accounting numbers are limited to dates, times and gender.

Budget

Certified Pre-Owned late model passenger van	\$25,000
Associated costs of purchase (title/license fee/etc.)	\$1,000
	<hr/>
Total Budget Request	\$26,000

Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

BC Resolution # Leave this line blank
Yukwatsistaya's Application to the Shakopee Mdewakanton Sioux Community

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 is has prioritized alcoholism and substance abuse prevention and treatment as a primary issue to deal with adoption of resolution # BC 05-10-17-C; and

WHEREAS, the Oneida Nation recognizes the value of the support services provided by Yukwatsistaya including transport services to the Oneida community; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation supports the application of Yukwatshistaya to the Shakopee Mdewakanton Sioux Community for support for a vehicle for their transport services.

Oneida Business Committee Agenda Request

Accept the November 8, 2018, regular Community Development Planning Committee meeting minutes

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Community Development Planning Committee

CDPC Regular Meeting
9:00am – 12:00pm Thursday, November 8, 2018
Business Committee Conference Room

**Minutes**

Present: Ernest Stevens III, Daniel Guzman-King, Trish King, Jennifer Webster, Brandon Stevens, Kirby Metoxen

I. Call to Order and Roll Call

Meeting called to order by Ernie Stevens III at 9:01 a.m. with Daniel Guzman-King, Trish King, Jennifer Webster, Brandon Stevens, and Kirby Metoxen present.

II. Adopt the Agenda

Motion by Daniel Guzman-King to approve the agenda and to add Hemp Update under the Standing Updates section, seconded by Trish King. Motion carried unanimously.

III. Meeting Minutes**a. Meeting Minutes from October 4, 2018**

Motion by Brandon Stevens to approve the October 4, 2018 CDPC minutes, seconded by Daniel Guzman-King. Motion carried unanimously.

IV. Unfinished Business**a. Oneida Wellness/Recreational Initiative – Oneida Planning, Ernest Stevens III**

Motion by Kirby Metoxen to approve the concept paper and to send to the CDPC work session, seconded by Jennifer Webster. Motion carried unanimously.

b. Block Chain Technology Presentation – Ernest Stevens III

Motion by Jennifer Webster to defer to the next CDPC meeting in December, seconded by Kirby Metoxen. Motion carried unanimously.

V. Standing Updates**a. Energy Team Monthly Update – Ernest Stevens III, Michael Troge**

Motion by Daniel Guzman-King to send the resolution to the next BC work session on November 20, 2018, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Daniel Guzman-King to have the Energy Team present the Oneida Nation strategic energy plan at the next CDPC meeting in December, seconded by Trish King. Motion carried

unanimously.

b. Small Housing Monthly Update – Daniel Guzman–King

Motion by Daniel Guzman-King to approve the verbal update and to request a housing task force update at the next CDPC meeting, seconded by Brandon Stevens. Motion carried unanimously.

Note: Written report be sent in for the record.

c. Housing Tax Credits Monthly Update – Dana McLester

Motion by Daniel Guzman-King to approve the verbal and written information about new market tax credits update, seconded by Trish King. Motion carried unanimously.

d. Upper Oneida Monthly Update – Oneida Planning Department

Motion by Brandon Stevens to approve the verbal update, seconded by Daniel Guzman-King. Motion carried unanimously.

e. Economic Development, Diversification and Community Development Funds Bi-Monthly Update – Troy Parr

Motion by Daniel Guzman-King to approve the verbal update as FYI, seconded by Trish King. Motion carried unanimously.

Note: Written report be sent in for the record.

f. Hemp Update – Daniel Guzman-King

Motion by Daniel Guzman-King to accept the verbal update, Trish King. Motion carried unanimously.

VI. New Business

- a. Annual Report -FYI**
 - i. Accomplishments of 2018**
 - ii. Goals for 2019**
 - iii. Picture**

VII. Adjourn

Motion by Daniel Guzman-King to adjourn at 11:50 a.m., seconded by Trish King. Motion carried unanimously.

Approve the January 2, 2019 regular Finance Committee meeting minutes

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 01 / 09 / 19

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

BC approval of Finance Committee Meeting Minutes of Jan. 2, 2019

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: 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.

Oneida Business Committee Agenda Request

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



MEMORANDUM

TO: Finance Committee
CC: Business Committee
FR: Denise Vigue, Executive Assistant
DT: Jan. 3, 2019
RE: E-Poll Results of: FC Meeting Minutes of January 2, 2019

An E-Poll vote of the Finance Committee was conducted to approve the 1/2/19 Finance Committee meeting minutes. The results of the completed E-Poll are as follows:

E-POLL RESULTS:

There was a Majority 4 YES votes from Chad Fuss, Jennifer Webster, Patrick Stensloff, and Shirley Barber to approve the January 2, 2019 Finance Committee Meeting Minutes.

The minutes will be placed on the next Business Committee agenda of 1/9/19 for approval and placed on the next Finance Committee agenda of 1/14/19 to ratify this E-Poll action.

Per the Finance Committee By-Laws Article III-Meetings; Sect: 3-4 Quorum. Four (4) members of the Finance Committee shall constitute a quorum. & Sect: 3-6 Voting. (d) The Finance Committee shall act by a majority of vote of the quorum present at any meeting.



FINANCE COMMITTEE

FC REGULAR MEETING (Rescheduled)

January 2, 2019 ▪ Time: 1:30 P.M.

BC Executive Conference Room

REGULAR MEETING MINUTES

FC REGULAR MEETING:

Larry Barton, CFO/FC Vice-Chair
Daniel Guzman King, BC Council Member
Patrick Stensloff, Purchasing Director

Jennifer Webster, BC Council Member
Chad Fuss, AGGM-Finance (Gam. Alt.)
Shirley Barber, FC Elder Member

EXCUSED: Patricia King, Treasurer/FC Chair

OTHERS PRESENT: Carrie Lindsey, Catherine Hirth, Andrew Doxtater, David Emerson, Ron Wurth, Jessica King, Lisa Liggins and Denise J. Vigue taking minutes

- I. **CALL TO ORDER:** The Regular FC Meeting was called to order by the FC Vice Chair at 1:30 P.M.
- II. **APPROVAL OF AGENDA:** JANUARY 2, 2019
Motion by Jennifer Webster to approve the Finance Committee Meeting Agenda of Jan. 2, 2019 with one ADD On under the Community Fund, #13. Seconded by Chad Fuss. Motion carried unanimously.
- III. **APPROVAL OF MINUTES:** DECEMBER 3, 2018 (Approved via E-Poll on 12/4/18)
Motion by Chad Fuss to ratify the FC E-Poll action taken on Dec. 4, 2018 approving the Dec. 3, 2018 Finance Committee Meeting Minutes. Seconded by Shirley Barber. Motion carried unanimously.
- IV. **SPECIAL FC E-POLL:** DECEMBER 11, 2018 (Approved via Special E-Poll on 12/11/18)
 1. **Amerind Risk Insurance** Amount: \$194,195.
Dana McLester, Comprehensive Housing Division

No one from area present. The Vice-Chair noted that this is the second year this annual payment request has been sent in late causing the Finance area to do extra work on a special e-poll and ensuring this gets on the BC meeting to approve by years end; this is unacceptable and BC liaison from area should address this with Housing or perhaps the Treasurer.

Motion by Chad Fuss to ratify the FC E-Poll action taken on Dec. 11, 2018 approving the Amerind Risk Insurance payment in the amount of \$194,195.00. Seconded by Daniel Guzman King. Motion carried unanimously.

Motion by Daniel Guzman King to ask the Treasurer to send a memo to the Comprehensive Housing Division asking them to address this issue so this does not happen again. Seconded by Jennifer Webster. Motion carried unanimously.
- V. **TABLED BUSINESS:** None

VI. CAPITAL EXPENDITURES:

- 1. Data Financial -New Currency Counters** Amount: \$497,500.
Andrew Doxtator, Gaming – Accounting

Andrew was present to explain this purchase: the current counters are obsolete, this is a planned purchase, new currency counters is from same vendor, but needs to be ordered and then it is build, which takes several months; this is a budgeted expense.

Motion by Patrick Stensloff to approve the Gaming Capital Expenditure of new currency counters from Data Financial in the amount of \$497,500.00. Seconded by Jennifer Webster. Motion carried unanimously.

VII. COMMUNITY FUND:**REPORT:**

- 1. Community Fund Report for January 2019**
Denise J. Vigue, Finance

Motion by Jennifer Webster to approve the January 2019 Community Fund Report. Seconded by Patrick Stensloff. Motion carried unanimously.

REQUESTS:

- 1. Enspire 365 Blaze AAU Basketball Team Fees** Amount: \$500.
Requestor: Sacheen Lawrence for daughter, M'Kenzey

Motion by Jennifer Webster to approve from the Community Fund the Enspire 365 Blaze AAU Basketball Team fees for the daughter of the requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

- 2. One Wisconsin Volleyball Club Fees** Amount: \$500.
Requestor: Jeff Mears for daughter, Saffron

Motion by Chad Fuss to approve from the Community Fund the One Wisconsin Volleyball Club fees for the daughter of the requestor in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

- 3. Heat Volleyball Club Fees** Amount: \$500.
Requestor: Ann Stingle for daughter, Abigail

Motion by Shirley Barber to approve from the Community Fund the Heat Volleyball Club fees for the daughter of the requestor in the amount of \$500.00. Seconded by Jennifer Webster. Motion carried unanimously.

- 4. Harmony Dance Registration & Class Fees** Amount: \$495.94
Requestor: Yen^stakwas Danforth for daughter, Alianna

Motion by Patrick Stensloff to approve from the Community Fund the Dance registration and class fees for the daughter of the requestor in the amount of \$495.94. Seconded by Daniel Guzman King. Motion carried unanimously.

- 5. Marble Falls Youth Baseball /Softball Association Fees** Amount: \$225.
Requestor: Yen^stakwas Danforth for son, Richard

Motion by Jennifer Webster to approve from the Community Fund the Marble Falls Youth Baseball /Softball Association fees for the son of the requestor in the amount of \$225.00. Seconded by Shirley Barber. Motion carried unanimously.

6. Guitar Lessons

Amount: \$500.

Nicole Brunner for daughter, Daysan

Motion by Jennifer Webster to approve from the Community Fund the guitar lesson fees for the daughter of the requestor in the amount of \$500.00. Seconded by Chad Fuss. Motion carried unanimously.

7. Barb Centere for Dance – Class Fees

Amount: \$500.

Nicole Brunner for daughter, Adrienne

There was some discussion about this vendor and information they need to provide to register them as a vendor. Finance will send a new vendor form to them in the hopes they will find it more acceptable than the W-9.

Motion by Jennifer Webster to approve from the Community Fund the Barb Centere dance class fees for the daughter of the requestor in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

8. Y.M.C.A. Tennis Class Fees

Amount: 147.

Andrew Duxtater for son, Tristan

Motion by Jennifer Webster to approve from the Community Fund the Y.M.C.A. Tennis Class fees for the two sons of the requestor in the amount of \$147.00 each. Seconded by Patrick Stensloff. Chad Fuss abstained. Motion carried.

9. Y.M.C.A. Tennis Class Fees

Amount: 147.

Andrew Duxtater for son, Amos

- SEE Motion in CF Request #8.

10. Boy Scouts Summer Camp

Amount: \$500.

Jason Widi for son, Dylan

Motion by Chad Fuss to approve from the Community Fund the Summer Camp fees for the two sons of the requestor in the amount of \$500.00 each. Seconded by Patrick Stensloff. Motion carried unanimously.

11. Cub Scouts Summer Camp & Youth Soccer

Amount: \$500.

Jason Widi for son, Ronald

- SEE Motion in CF Request #10.

12. Homeschool Art Program Registration

Amount: \$264.

Eliza Skenandore for son, Hawi (Anthony)

Motion by Chad Fuss to approve from the Community Fund the NWTC Homeschool Art Program registration fee for the son of the requestor in the amount of \$142.00. Seconded by Daniel Guzman King. Motion carried unanimously.

13. ADD On: H.S. Music Class Trip Fees

Amount: \$500.

Lisa Liggins for daughter, Bailey

Motion by Chad Fuss to approve the High School Music class trip fees for registration and classes in the amount of \$500.00. Seconded by Patrick Stensloff. Motion carried unanimously.

VIII. NEW BUSINESS:**1. Virgen Inc.**

Amount: \$113,400.

Mary Wasurick, Gaming – Marketing

The department did go through the bidding process for various marketing services for promotions and player club information; Gaming MIS also part of the review process; this is a three-year contract; amount being requested is for first year and they will come back each year to the FC.

Motion by Jennifer Webster to approve the contract request with Virgen Inc for Marketing Services in the amount of \$113,400.00. Seconded by Shirley Barber. Motion carried unanimously.

2. Good Shepherd Services, Ltd.

Amount: \$120,000.

Carrie Lindsey, Consolidated Health Services – OHC

This is an amended contract for family care and nursing home care, all funds will be refunded from the State of Wisconsin.

Motion by Jennifer Webster to approve the new contract agreement with Good Shepherd Services, Ltd. in the amount of \$120,000.00. Seconded by Daniel Guzman King. Motion carried unanimously.

3. Regroup Therapy Telehealth Services – Addendum

Amount: \$332,480.

Mari Kriescher, Consolidated Health Services – OHC

This addendum is for expansion of Telehealth Services for minors; MIS was also part of the process to ensure this would be a secure working platform.

Motion by Patrick Stensloff to approve the Addendum request with Regroup Therapy Telehealth Services in the amount of \$332,480.00. Seconded by Daniel Guzman King. Motion carried unanimously.

4. FY19 Blanket PO – Roche Diagnostics

Amount: \$75,000.

Catherine Hirth, Special Diabetes Program-OHC

This and the following blanket Purchase Order requests are for diabetic supplies and diabetic pumps for clients in this program; all funding paid through a grant.

Motion by Chad Fuss to approve the FY19 Purchase Order Blanket request with Roche Diagnostics in the amount of \$75,000.00. Seconded by Daniel Guzman King. Motion carried unanimously.

5. FY19 Blanket PO – Gem Edwards

Amount: \$75,000.

Catherine Hirth, Special Diabetes Program-OHC

Motion by Jennifer Webster to approve the FY19 Purchase Order Blanket request with Gem Edwards in the amount of \$75,000.00. Seconded by Daniel Guzman King. Motion carried unanimously.

IX. EXECUTIVE SESSION:

Motion by Jennifer Webster to move into Executive Session. Seconded by Shirley Barber. Motion carried unanimously. Time: 1:36 P.M.

Motion by Chad Fuss to come out of Executive Session. Seconded by Daniel Guzman King. Motion carried unanimously. Time: 1:46 P.M.

1. Kilpatrick Townsend & Stockton – P.O. Increase

James Bittorf, Oneida Law Office

Motion by Jennifer Webster to approve the Purchase Order increase request with Kilpatrick Townsend & Stockton in the amount as requested. Seconded by Daniel Guzman King. Motion carried unanimously.

X. FOLLOW UP: None**XI. FOR INFORMATION ONLY:****1. Aristocrat (8) Percentage Games**

David Emerson, Gaming – Slots

Part of their normal 1 to 1 switch out and no new funds are needed.

Motion by Jennifer Webster to accept this and the following request as Information Only. Seconded by Patrick Stensloff. Motion carried unanimously.

2. Aristocrat (4) Percentage Games

David Emerson, Gaming – Slots

- SEE Motion in FIO Request #1.

3. IGT -Revision on 16 Games -No purchase

David Emerson, Gaming – Slots

Revision is for a \$4,000.00 discount that cannot be applied for until games are traded in.

Motion by Jennifer Webster to accept the IGT Revision on 16 Games request as Information Only. Seconded by Patrick Stensloff. Motion carried unanimously.

XII. ADJOURN: Motion by Patrick Stensloff to adjourn. Seconded by Daniel Guzman King. Motion carried unanimously. Time: 2:30 P.M.

Minutes taken & transcribed by:

Denise Vigue, Executive Assistant to the CFO
& Finance Committee Contact/Recording Secretary

Finance Committee-E-Poll Minutes Approval Date: January 3, 2019

Oneida Business Committee's FC Minutes Approval Date: _____

Oneida Business Committee Agenda Request

Accept the December 19, 2018, regular Legislative Operating Committee meeting minutes

1. Meeting Date Requested: 1 / 9 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.



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



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
 Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
 December 19, 2018
 9:00 a.m.

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

Excused: Daniel Guzman King

Others Present: Maureen Perkins, Brandon Wisneski, Clorissa Santiago, Jennifer Falck, Lee Cornelius, Bonnie Pigman

I. Call to Order and Approval of the Agenda

David P. Jordan called the December 19, 2018 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Jennifer Webster to approve the agenda; seconded by Kirby Metoxen. Motion carried unanimously.

II. Minutes to be Approved

December 05, 2018 LOC Minutes

Motion by Kirby Metoxen to approve the December 05, 2018 Legislative Operating Committee meeting minutes and forward to the Oneida Business Committee for consideration; seconded by Jennifer Webster. Motion carried unanimously.

III. Current Business

1. Employee Protection Policy Amendments (:54-1:45)

Motion by Jennifer Webster to accept the public comments and public comment review memorandum and defer to a work meeting for consideration; seconded by Ernest Stevens III. Motion carried unanimously.

IV. New Submissions

1. Curfew Law (1:47-5:39)

Motion by Jennifer Webster add the Curfew Law to the active files list and assign Ernest Stevens III as the sponsor; seconded Ernest Stevens III. Motion carried unanimously.

V. Additions

VI. Administrative Items

1. LOC Response to the TAP Laws and Policy Subcommittee Memorandum (5:40-7:46)

Motion by Jennifer Webster to approve the LOC response to the TAP Laws and Policy Subcommittee memorandum and send to the recipients identified in the memorandum



and add the Trust Enrollment Committee; seconded by Ernest Stevens III. Motion carried unanimously.

VII. Executive Session

VIII. Adjourn

Motion by Kirby Metoxen to adjourn the December 19, 2018 Legislative Operating Committee meeting at 9:07 a.m.; seconded by Ernest Stevens III. Motion carried unanimously.

Oneida Business Committee Agenda Request

Approve the Oneida Personnel Commission bylaw amendments

1. Meeting Date Requested: 1 / 9 / 19

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:

Consider approval of the Oneida Personnel Commission Bylaw amendments

3. Supporting Materials

- ☐ Report ☐ Resolution ☐ Contract
- ☒ Other:

- 1. OPC Bylaws
- 2.
- 3.
- 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 Dirtector
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

ONEIDA PERSONNEL COMMISSION BY-LAWS

Article I. Authority

1-1. *Name.* The name of this entity shall be the Oneida Personnel Commission, and may be referred to as the OPC.

1-2. *Establishment.* The OPC was created by the General Tribal Council as the Personnel Selection Committee and renamed the Personnel Commission by the Oneida Business Committee through resolution BC-04-13-90-A. The Oneida Business Committee dissolved the Personnel Commission on April 11, 2018 through resolution BC-04-11-18-A. On August 27, 2018, the General Tribal Council rescinded the dissolution of the Personnel Commission and the OPC was recreated by the Oneida Business Committee through resolution BC-09-26-18-F.

1-3. *Authority.*

(a) The OPC was created by the General Tribal Council to represent the Oneida community-at-large in the selection of the Nation's employees and to shield those employees from inconsistent and unfair treatment by:

- (1) Protecting against issues of nepotism;
- (2) Enforcing Oneida and Indian preference;
- (3) Hearing and deciding appeals of disciplinary action filed by employees of the Nation; and
- (4) Carrying out all other powers and duties delegated by the laws of the Nation, including but not limited to, the Oneida Personnel Policies and Procedures.

(b) The OPC does not have authority to:

- (1) Enter into contracts;
- (2) Create policy or legislative rules; or
- (3) Evaluate or rate a candidate on criteria qualifications unrelated to the following subject matter during candidate interviews:
 - (A) Oneida/Indian preference;
 - (B) Nepotism;
 - (C) Conflicts of interest;
 - (D) Veteran status; and
 - (E) Physical capacity requirements.

1-4. *Office.* The official mailing address of the OPC shall be:
Oneida Personnel Commission
P.O. Box 365
Oneida, WI 54155

1-5. *Membership.*

(a) *Number of Members.* The OPC shall be made up of five (5) members and Pro Tem members to be selected by the Oneida Business Committee

Support Office in the event of an incumbent member's recusal based on a conflict of interest.

(1) Each member shall hold office until his or her term expires, until his or her resignation, or until his or her appointment is terminated in accordance with the Boards, Committees and Commissions law.

(b) *Appointment.* Each member shall be appointed in accordance with the Boards, Committees and Commissions law to serve a five (5) year term. The first term shall be staggered with one (1) member receiving a one (1) year term; one (1) member receiving a two (2) year term; one (1) member receiving a three (3) year term; one (1) member receiving a four (4) year term and one (1) member receiving a five (5) year term. Each appointment after the initial staggered terms shall receive a five (5) year term.

(c) *Vacancies.*

(1) *Filling of Vacancies.* Vacancies shall be filled in accordance with the Boards, Committees and Commissions law.

(2) *Resignation.* A member may resign at any time verbally at a meeting or by delivering written notice to the Oneida Business Committee Support Office and the OPC Chairperson or his/her designee.

(A) *Effective Date of Resignation.* A resignation is effective upon acceptance by motion of a member's verbal resignation or upon delivery of the written notices.

(3) *Terms of Replacement Member.* A replacement member shall hold office through the unexpired portion of the term of the member whom he or she has replaced.

(A) A replacement member is defined as a member who fills a vacancy caused by resignation, removal or termination.

(d) *Qualifications.* OPC members shall meet the following qualifications:

(1) Be an enrolled member of the Oneida Nation;

(2) Be at least twenty-one (21) years of age;

(3) Shall not be an employee of the Nation;

(4) Be available for meetings, training, interviews, prescreening, reassignments, grievance hearings and other duties as needed. Three (3) unexcused absences to attend to such duties may be reported to the Oneida Business Committee, if deemed appropriate by the OPC, for recommended termination;

(5) Be free of any and all direct conflicts of interest or appearances of conflict as defined under various laws and policies of the Nation, including but not limited to, the oath of office, the Oneida Rules of Civil Procedure, the Oneida Personnel Policies and Procedures and other laws/policies regarding employment, the Code of Ethics, and the Boards, Committees and Commissions law; and

(6) Have a minimum of two (2) years supervisory experience along with hiring experience, an Associate Degree, or equivalent experience or education.

(e) *Duties and Responsibilities.* OPC members shall abide by the following:

(1) Both formal and informal communications to any entity on behalf

of the OPC must come from a member of the OPC through OPC directive. Specific policy governing all communications of the OPC may be set forth in an OPC Communications SOP to provide procedural guidance, consistent herewith, on determining when, how, and by which OPC member(s) communications are made;

(2) Uphold all laws and policies of the Nation, including but not limited to, the Boards, Committees and Commissions law;

(3) Conduct grievance hearings in accordance with the Oneida Personnel Policies and Procedures and the Oneida Judiciary Rules of Civil Procedure;

(A) If a conflict exists between the Oneida Personnel Policies and Procedures and the Oneida Judiciary Rules of Civil Procedure, the Oneida Personnel Policies and Procedures shall govern.

(B) Appeals from OPC decisions to the Judiciary shall be governed by the Oneida Code of Laws, Title 8. Judicial System.

(4) Exclusively use the official Oneida e-mail address provided by the Nation upon appointment to the OPC to electronically conduct business on behalf of the OPC; and

(5) *Dress Code.* OPC members are expected to be clean, well-groomed and dressed in business casual attire when conducting activities on behalf of the OPC, including but not limited to, employee interviews and grievance hearings.

(A) By way of example, business casual attire does not include:

(i) Tattered jeans or shorts;

(ii) Shirts with language or graphics that are vulgar; sexually explicit, or may otherwise be offensive;

(iii) Attire that is revealing or provocative;

(iv) Flip-flops or any type of loose footwear;

(v) Sweat suits;

(vi) See-through blouses or shirts;

(vii) Sports bras, halter tops, or similar attire;

(viii) Tank tops;

(ix) Clothing that allows bare midriffs; or

(x) Clothing that is ripped or stained.

1-6. *Termination.* An OPC member's appointment may be terminated in accordance with the Boards, Committees and Commissions law.

(a) Any member whose appointment is terminated by the Oneida Business Committee after the adoption of these bylaws, as may be amended from time to time, shall not be eligible for re-appointment to the OPC for a minimum of five (5) years following his or her termination.

1-7. *Trainings.*

(a) OPC members must complete the following training prior to participating

in any screenings, interviews and/or grievance hearings on behalf of the OPC:

- (1) Four (4) hours of e-Learning on interview certification and four (4) hours of orientation through the Oneida Human Resources Department, which shall include:
 - (A) EEO training;
 - (B) Training on Tribal laws, rules and regulations; and
 - (C) Training on the Oneida Personnel Policies and Procedures.
 - (2) Training on the grievance process, which shall include:
 - (A) A presentation developed by the Oneida Judicial System on the Oneida Judiciary Rules of Civil Procedure, an estimated three (3) hours in length;
 - (B) Up to three (3) hours of training in formal opinion writing and the basics of evidence; and
 - (C) Two (2) hours of training in professional ethics, including issues of confidentiality.
 - (3) Any other training deemed necessary by the Oneida Business Committee.
- (b) After serving on the OPC for one (1) year, all OPC members shall either accumulate a minimum of eight (8) hours of training annually in the above subject matter or shall review annually the lessons and materials connected with the above subjects.
 - (c) Completion of all training, including training under Section 1-7(b), shall be confirmed by receipt of a certificate or some other written documentation and kept on file with the OPC.

Article II. Officers

2-1. *Officers.* There shall be a Chairperson, a Vice-Chairperson and a Secretary.

2-2. *Responsibilities of the Chairperson.* The duties, responsibilities and limitations of the Chairperson are as follows:

- (a) Shall preside over all meetings of the OPC;
- (b) Shall be a member of all subcommittees of the OPC, may call emergency meetings, and shall keep the OPC informed as to the business of the OPC;
- (c) Shall, with the assistance of the Secretary, submit annual and semi-annual reports to the General Tribal Council as required by the Boards, Committees and Commissions law;
- (d) Shall, with the assistance of the Secretary, submit quarterly reports to the Oneida Business Committee as required by the Boards, Committees and Commissions law; and
- (e) Shall, with the assistance of the Secretary, forward notice of meeting location, agenda and materials in the manner prescribed herein.

2-3. *Responsibilities of the Vice-Chairperson.* The duties, responsibilities and limitations of the Vice-Chairperson are as follows:

- (a) In the absence of the Chairperson, shall conduct meetings of the OPC and

- 184 appoint a temporary Vice-Chairperson for those meetings; and
185 (b) Shall work with the Chairperson in all matters that concern the OPC.
186
- 187 2-4. *Responsibilities of the Secretary.* The duties, responsibilities and limitations of the
188 Secretary are as follows:
189 (a) Shall keep accurate minutes and/or assure that accurate minutes are kept of
190 all OPC meetings as required by the Boards, Committees and Commissions
191 law and as further prescribed herein;
192 (b) Along with the Chairperson, shall provide notice of regular, joint and
193 emergency meetings, as well as agendas and materials, in the manner
194 prescribed herein;
195 (c) Shall act as custodian of the records;
196 (d) Shall attend to, or ensure proper attendance to, all correspondence and
197 present to the OPC all official communications received by the OPC;
198 (e) Shall, along with the Chairperson, submit annual and semi-annual reports
199 to the General Tribal Council, as well as quarterly reports to the Oneida
200 Business Committee as required by the Boards, Committees and
201 Commissions law; and
202 (g) Shall work with the Business Committee Support Office to administer the
203 budget.
- 204 2-5. *Standing and Special Committees.* Standing and special committees may be created when
205 deemed necessary by the OPC. In accordance with the Boards, Committees
206 and Commissions law, OPC members who attend any meetings of a
207 standing or special committee shall not be eligible to receive a stipend for
208 their attendance.
209
- 210 2-6. *Selection of Officers.* Officers of the OPC shall be appointed by the OPC for two (2) year
211 terms. Officers may hold only one (1) officer position.
212 (a) Each officer shall hold his or her office until:
213 (1) The member resigns; or
214 (2) The member has his or her appointment terminated in the manner
215 set forth in the Boards, Committees and Commissions law.
216 (b) A vacancy of any officer position shall be filled by the OPC for the
217 unexpired term at the next regular or emergency meeting.
218
- 219 2-7. *Budgetary Sign-Off Authority and Travel.*
220 (a) Two (2) of the three (3) OPC Officers must sign-off on budgetary requests.
221 (b) The OPC shall follow the Nation's policies and procedures regarding
222 purchasing, travel and sign-off authority.
223 (c) The OPC shall approve a member's request to travel on behalf of the OPC
224 by a majority vote at a regular or emergency OPC meeting.
225 (d) The OPC must review its budget on a monthly basis and have one or more
226 members in attendance at all budget meetings.
227
- 228 2-8. *No Authorized Personnel.* The Oneida Business Committee Support Office and the Oneida
229 Human Resources Department shall assist the OPC with administrative

230 duties relating to the employee selection and grievance process.

- 231 (a) The Oneida Human Resources Department shall be responsible for the
232 scheduling of employee interviews.
233

234 **Article III. Meetings**

235 3-1. *Regular Meetings.* Regular meetings shall occur on a monthly-basis. The regular meeting
236 time, place and agenda shall be determined by the OPC at a regular meeting.
237 If no alternative designation is made by the OPC, the regular meeting shall
238 be the last Tuesday of every month. Notice of meeting location, agenda and
239 materials shall be forwarded by the Chairperson with the assistance of the
240 Secretary. Meetings shall run in accordance with Robert's Rules of Order
241 or another method approved by the Oneida Business Committee. Meetings
242 shall comply with the Nation's Open Records and Open Meetings law.
243

244 3-2. *Emergency Meetings.* Emergency meetings shall only be called when time sensitive issues
245 require immediate action. Emergency meetings of the OPC may be called
246 by the Chairperson or upon written request of any two (2) members. Notice
247 of the meeting location, agenda and materials shall be forwarded by the
248 Chairperson with the assistance of the Secretary.

- 249 (a) Within seventy-two (72) hours after an emergency meeting, the OPC shall
250 provide the Nation's Secretary with notice of the meeting, the reason for the
251 emergency meeting, and an explanation of why the matter could not wait
252 for a regular meeting.
253

254 3-3. *Joint Meetings.* Joint meetings with the Oneida Business Committee shall be held in March
255 and September of each year. Notice of the meeting location, agenda and
256 materials shall be forwarded by the Chairperson with the assistance of the
257 Secretary.
258

259 3-4. *Quorum.* A majority of the OPC members shall constitute a quorum for the
260 transaction of business, which shall include the Chairperson or Vice-
261 Chairperson.
262

263 3-5. *Order of Business.* The regular meetings of the OPC shall follow the order of business as
264 set out herein:

- 265 (a) Call to Order
266 (b) Roll Call
267 (c) Approving of Previous Meeting Minutes
268 (d) Reports
269 (e) Old Business
270 (f) New Business
271 (g) Adjournment
272

273 3-6. *Voting.* Voting shall be in accordance with the simple majority vote of the OPC
274 members present at a duly called meeting.

- 275 (a) The Chairperson shall vote only in case of a tie.

- (b) The OPC is permitted to e-poll; provided, it does so in accordance with the procedures set forth in the Boards, Committees and Commissions law.

Article IV. Expectations

4-1. *Behavior of Members.* Members are expected to treat each other in accordance with the Nation's core values of The Good Mind as expressed by On̓ayote'a'ka, which includes:

- (a) Kahletsyalúsla. The heart felt encouragement of the best in each of us.
- (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.
- (c) Ka'nikuhli:yó. The openness of the good spirit and mind.
- (d) Ka'tshatstásla. The strength of belief and vision as a People.
- (e) Kalihwi:yó. The use of the good words about ourselves, our Nation, and our future.
- (f) Twahwahtsílaway. All of us are family.
- (g) Yukwatsístay. Our fire, our spirit within each one of us.

Failure to treat each other with respect shall be cause for a recommendation for termination from the OPC. Appointed members of the OPC serve at the discretion of the Oneida Business Committee. Upon the recommendation of a member of the Oneida Business Committee or the OPC, a member of the OPC may have his or her appointment terminated by the Oneida Business Committee.

4-2. *Prohibition of Violence.* Intentionally violent acts committed by a member of the OPC that inflicts, attempts to inflict, or threatens to inflict emotional or bodily harm on another person, or damage to property during a meeting or when acting in an official capacity are strictly prohibited and grounds for an immediate recommendation for termination of appointment from the OPC and/or the imposition of sanctions and/or penalties according to laws and policies of the Nation.

4-3. *Drug and Alcohol Use.* Use of alcohol and prohibited drugs by a member of the OPC when acting in his or her official capacity is strictly prohibited. Prohibited drugs are defined as marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), hallucinogens, methaqualone, barbiturates, narcotics, and any other substance included in Schedules I through V, as defined by Section 812 of Title 21 of the United States Code. This also includes prescription medication or over-the-counter medicine used in an unauthorized or unlawful manner.

4-4. *Social Media.* OPC members shall abide by the Nation's Social Media Policy. OPC members shall further refrain from posting, attaching or writing anything relating to OPC business or activities on any social media outlet except for notices of meetings and notices of meeting cancellations.

4-5. *Conflict of Interest.* OPC members shall abide by all laws of the Nation governing conflicts

of interest. Members must submit a Conflict of Interest Disclosure form upon Oath of Office and annually.

Article V. Stipends and Compensation

5-1. *Stipends.* OPC members are eligible for the following stipends as set forth in the Boards, Committees and Commissions law and resolution BC-09-26-18-D, titled Boards, Committee and Commissions Law Stipends:

- (a) One (1) monthly meeting stipend.
- (b) One (1) stipend per day for participating in interviews and/or job description pre-screens conducted by the Human Resources Department.
- (c) Stipends for holding grievance hearings.
- (d) Stipends for Judiciary hearings.
 - (1) A member of the OPC may receive a stipend for attending an Oneida Judiciary hearing if that member is specifically subpoenaed.
- (e) Stipend for each full day of training that is required by law, bylaw or resolution.
- (f) A member shall receive a stipend for his or her attendance at a duly called joint meeting as defined under the Boards, Committees and Commissions law.

5-2. *Compensation.* OPC members are not eligible for any other type of compensation for duties /activities they perform as members of the OPC.

- (a) OPC members shall not act in any other official or personal business capacity or on behalf of any other entity or individual while acting in the capacity of an OPC member or on behalf of the OPC.

Article VI. Records and Reporting

6-1. *Agenda Items.* Agendas shall be maintained in a consistent format as identified in Article III, Section 3-5 of these bylaws.

6-2. *Minutes.* All minutes shall be typed in a consistent format and shall be submitted to the Oneida Business Committee Support Office within thirty (30) days after approval by the OPC.

6-3. *Attachments.* Handouts, attachments, memoranda, etc. shall be attached to the corresponding minutes and the agenda, minutes and attachments shall be kept electronically by the Oneida Business Committee Support Office.

6-4. *Oneida Business Committee Liaison.* The OPC shall regularly communicate with the Oneida Business Committee member who is their designated liaison. The frequency and method of communication shall be agreed upon by the OPC and the Liaison.

6-5. *Audio Recordings.* The OPC shall audio record meetings and submit the recordings to the Oneida Business Committee Support Office within two (2) business days for purposes of maintaining the audio records.

- (a) Audio recordings of executive session portions of a meeting are not required.

Article VII. Amendments

7-1. *Amendments to Bylaws.* Any amendments to these bylaws shall conform to the requirements of the Boards, Committees and Commissions law and any other policy of the Nation. Amendments to these bylaws shall be approved by the Oneida Business Committee prior to implementation.



Oneida Personnel Commission Bylaw Amendments Legislative Analysis

SECTION 1. EXECUTIVE SUMMARY

REQUESTER: Legislative Reference Office	SPONSOR: David P. Jordan	DRAFTER: Kristen M. Hooker	ANALYST: Maureen Perkins
Complies with Boards, Committees and Commissions Law	These amendments comply with the Oneida Business Committee directive established by resolution BC-09-26-18-C that all Boards, Committees and Commissions of the Nation; excluding the Oneida Business Committee or standing committees of the OBC and Tribal corporations, amend their bylaws to comply with the requirements established by the Boards, Committees and Commissions law. Additional information and requirements included in these bylaws beyond what is required in the Boards, Committees and Commissions law is not prohibited [see O.C. 105.10].		
Intent of the Bylaws	The bylaws provide a framework for the operation and management of the board to govern the standard procedures regarding the way the board conducts its affairs, including: the appointment of persons to the board, the membership qualifications, duties and responsibilities of both members and officers, terms and filling vacancies of members, selection of officers, establishment of expectations of members, maintenance of official records, stipends, termination process, required training, and how the bylaws are amended.		
Intent of the Amendments	The amendments were directed by the OBC in a regularly scheduled OBC meeting of September 12, 2018 with the direction to update qualifications to address the issue of understanding hearing authorities and responsibilities. The amendments also address changes required by the amended Boards, Committees and Commissions law established by resolution BC-09-26-18-C.		
Purpose	<p>The Oneida Personnel Commission (OPC) was created by the General Tribal Council to protect against nepotism and enforce Oneida and Indian preference in hiring. The OPC represents the Oneida Community-at-large related to issues of Oneida and Indian Preference and nepotism in the selection of the Nation's employees and to protect those employees from inconsistent and unfair treatment by:</p> <ol style="list-style-type: none"> (1) Protecting against issues of nepotism; (2) Enforcing Oneida and Indian preference; (3) Hearing and deciding appeals of disciplinary action filed by employees of the Nation; and (4) Carrying out all other powers and duties authorities delegated by the laws of the Nation, including but not limited to the Oneida Personnel Policies and Procedures. 		
Legislation Related to Boards, Committees and Commissions	<p>Oneida Personnel Policies and Procedures (PPP) Boards, Committees and Commissions law Code of Ethics law Travel and Expense Policy Conflict of Interest law Social Media Policy Computer Resources Ordinance Open Records Open Meetings Law Budget Management and Control law Oneida Judiciary Rules of Civil Procedure</p>		
Enforcement/Due Process	<p>An appointed member of an entity serves at the discretion of the Oneida Business Committee. Upon the recommendation of a member of the Oneida Business Committee or the entity, a member of an appointed entity may have his or her appointment terminated by the Oneida Business Committee.</p> <p>(a) A two-thirds majority vote of the Oneida Business Committee shall be required in order to terminate the appointment of an individual.</p>		

	(b) The Oneida Business Committee's decision to terminate an appointment is final and not subject to appeal <i>[see O.C. 105-7-4]</i> .
Public Meeting	Public meetings are not required for bylaws.

SECTION 2. BACKGROUND

- A. For a thorough history of the Oneida Personnel Commission (OPC) please refer to the resolution BC-09-26-18-F titled "Rescission of the Dissolution of the Personnel Commission and Related Emergency Amendments in Accordance with General Tribal Council's August 27, 2018 Directive".
- B. The bylaw amendments were added to the Active Files List on September 19, 2018 with David P. Jordan as the sponsor.

SECTION 3. COMPLIANCE WITH THE BOARDS, COMMITTEES AND COMMISSIONS LAW

- A. The bylaws comply with changes to the requirements of all bylaws established by the amendments to the Boards, Committees and Commissions law adopted by resolution BC-09-26-18-C the Oneida Business Committee on September 26, 2018 *[see 105.10-1]*.
- B. The bylaws comply with OBC Resolution BC-09-26-18-D Boards, Committees and Commission Stipends.

SECTION 4. AMENDMENTS

This section details the changes to the bylaws from the previous bylaws adopted by the Oneida Business Committee on April 28, 2010.

A. ARTICLE I. AUTHORITY

- a. A section was added restricting the OPC from the following activities *[see Article I. 1-3(b)]*:

- (1) entering into contracts
 - The OPC is no longer authorized to hire staff and therefore will no longer have a need to enter into any contracts.
- (2) creating policy or legislative rules
 - The OPC can recommend policy or legislative changes to existing employment related laws or request laws be created by the Legislative Operating Committee; however, the role of creating and adopting policy, legislative rules and laws has been delegated to the Legislative Operating Committee by the General Tribal Council through the Legislative Procedures Act.
- (3) evaluating or rating candidates on criteria qualifications unrelated to Oneida/Indian preference, nepotism, conflicts of interest, veteran status and physical capacity requirements.
 - OPC evaluation will be limited to items for which the OPC was created including Indian Preference, nepotism and conflicts of interest, as well as ensuring candidates receive a fair evaluation for veteran's status and physical capacity. The Personal Policies and Procedures do authorize the OPC to evaluate candidates during the interview process *[see PPP,*

- (B)Hiring Procedure, (2) Hiring Procedures, (g) Candidate Interviews]; but the Policies and Procedures do not specify how that evaluation will take place. This provision of the bylaws clearly defines the interview factors that will be evaluated by the OPC.
- b. The number of members was reduced from twelve to fifteen (12-15) down to five (5) members with the ability of the Oneida Business Committee Support Office to select Pro Tem members in the event of an incumbent member's recusal based on conflict of interest *[see Article I. 1-5(a)]*.
- c. A provision was added prohibiting members from being employed by the Nation *[see Article I. 1-5(d)(3)]*.
- The previous bylaws only restricted OPC members from working for HRD, serving on any advocacy group (department) or any other recognized hearing body. Maintaining employment with the Nation and serving on the OPC may be problematic due to the fact that employment screenings, interviews and grievance hearings are all held during the work day and the OPC members must be able to attend.
- d. A replacement member is now appointed to fulfill the unexpired term *[see Article I. 1-5(c)(3)]*. Previous appointments filling a vacancy served a full term.
- e. A minimum age requirement of twenty-one (21) years of age was established by the amendments *[see Article I. 1-5(d)(2)]*.
- This change supports the potential members time to gain the necessary supervisory experience and work experience to effectively perform the duties of the OPC.
- f. A requirement was added requiring a minimum of two (2) years supervisory experience in addition to hiring experience, an Associate's Degree, or equivalent experience or education *[see Article I. 1-5(d)(6)]*.
- g. Additional duties and responsibilities new to these bylaws include:
- Uphold all laws and policies of the Nation, including but not limited to the Boards, Committees and Commissions law;
 - Conduct grievance hearings in accordance with the Oneida Personnel Policies and Procedures and the Oneida Judiciary Rules of Civil Procedure. If a conflict exists between the Oneida Personnel Policies and Procedures and the Oneida Judiciary Rules of Civil Procedure, the Oneida Personnel Policies and Procedures shall govern *[see 803.4-6]*. Appeals from OPC decisions to the Judiciary shall be governed by the Oneida Code of Laws, Title 8. Judicial System which includes multiple laws that govern the Judiciary.
 - Exclusively use the official e-mail address provided by the Nation upon appointment to the OPC to conduct business, electronically, on behalf of the OPC. *[see Article I. 1-5(e)]*.
 - The requirement to use the official e-mail address provided by the Nation for all commission communication is contained in the Boards, Committees and Commissions law *[see O.C. Chapter 105.14-3]*.

- Dress Code. A dress code was added to the bylaws that requires OPC members to be well groomed and dressed in business casual attire when conducting activities of the OPC *[see Article I. 1-6(e)(5)]*.

- h. Additional requirements were added related to terminated members. Members who are terminated will not be able to apply for re-appointment to the OPC for at least five (5) years following the termination. This provision will begin following the reestablishment of the board *[see Article I. 1-6(a)]*.
- i. Required trainings to be delivered by HRD and the Oneida Judicial System related to the Oneida Code of Laws, the applicant screening process, participating in interviews and the hearing / grievance process are included in the bylaws. OPC members must complete the training prior to participating in any screenings, interviews and/or grievance hearings. Additionally, after serving on the OPC for one year, all OPC members will be required to accumulate a minimum of eight (8) hours of training annually related to the required training, or review annually the lessons and material connected with the required trainings. Training records will kept on file with the OPC. The previous version of the bylaws did not list required training and referred instead to an OPC Training Plan *[see Article I. 1-7]*.

B. ARTICLE II. OFFICERS

- a. The treasurer position was removed, and duties were assigned to the secretary position.
- b. Additional duties were assigned to the chairperson to include submittal of annual and semi-annual reports to GTC and submission of quarterly reports to the OBC *[see Article II. 2-2]*.
- c. Additional duties were assigned to the secretary to work with the chairperson to notice regular and emergency meetings, act as a custodian of the records, attend to or ensure proper attendance to all correspondence and present to the OPC all official communications received by the OPC. The Business Committee Support Office staff has agreed to assist the Secretary of the OPC with budgetary duties *[see Article II. 2-4(g)]* as established by the Budget Management and Control law *[see O.C. Chapter 121]*.
- d. The budgetary and sign off authority and travel section is new to these bylaws based on requirements in the amended Boards, Committees and Commissions law. This requirement creates accountability related to board action related to travel and authority to make budgetary decisions. Attendance at budget meetings is a new requirement and such attendance is not eligible to receive a stipend *[see Article II. 2-7]*.
- e. The OPC is no longer authorized to hire personnel. The OPC will work with the Business Committee Support Office staff and Human Resources Department staff to assist with budgetary requirements, training and scheduling of employee interviews and grievance hearings *[see Article II. 2-8]*.

C. ARTICLE III. MEETINGS

- a. The requirement to establish a schedule of meetings for the upcoming year was removed in these amendments. The bylaws do include a regular meeting schedule and detail that meetings will be determined by the OPC *[see Article III. 3-1]*.

- 110 b. Special meetings were removed, and joint meetings with the Oneida Business Committee
111 were added to the bylaws in accordance with the Boards, Committees and Commissions
112 law *[see 105.10-3(c)]*.
- 113 c. The requirement of a chair or vice-chair be present to establish a quorum was added to
114 these amendments *[see Article III. 3-4]*. Previously the commission was able to elect a
115 chairperson Pro Tem to preside over the meeting in the case that the chair or vice chair
116 were not available.
- 117 • This change ensures that the chair or vice chair are present at all meetings.
- 118 d. A roll call was added to the order of business and approval of the agenda,
119 correspondence, and other sections were removed *[see Article III. 3-5]*.
- 120 e. Legislative sessions were removed from the current draft bylaws.
- 121 • The Boards, Committees and Commissions law standardizes the types of
122 meetings to include regular, emergency and joint meetings *[see O.C. Chapter*
123 *105.10-3(c)]*. Any discussion of suggested legislative changes can be included in
124 a regular meeting.
- 125 f. The use of e-polls that follows the procedure established by the Boards, Committees and
126 Commissions law was added to the bylaws *[see Article III. 3-6(b)]*. The required
127 procedures for conducting e-polls is included in the Boards, Committees and
128 Commissions law *[see 105.11]*.
- 129 g. The section related to standard operating procedures *[see Article III. 3-9 of previous OPC*
130 *bylaws]* was removed. Guidance related to standard operating procedures appears in the
131 Boards, Committees and Commissions law and requires that all established SOPs be
132 submitted to the Business Committee Support Office to be kept on file *[see O.C. Chapter*
133 *105.12-2]*.
- 134
- 135 D. ARTICLE IV. EXPECTATIONS
- 136 a. This entire section is a new requirement added to these bylaws based on the requirements
137 established in the Boards, Committees and Commissions law. All requirements related to
138 behavior, prohibition of violence, prohibition of drug and alcohol use while acting in an
139 official capacity, social media requirements and conflict of interest have been met in the
140 bylaws. The OPC will be required to disclose conflicts of interest annually and include
141 those conflicts on the Conflict of Interest form *[see Article IV. 4-5]*. The OPC bylaws do
142 not include any additional information related to mitigation of conflicts of interest which
143 is optional under the Boards, Committees and Commissions law *[see 105.10-1(d)(c)]*.
- 144
- 145 E. ARTICLE V. STIPENDS AND COMPENSATION
- 146 a. The list of eligible stipends appears in this section along with detail that a full day of
147 training is required to receive a training stipend which complies with Resolution BC-09-
148 26-18-D *[see Article V. 5-2]*.
- 149 b. A new provision was added that OPC members may not receive any other type of
150 compensation while officially representing the OPC and shall not act in any other official
151 or personal business capacity or on behalf of any other entity or individual while acting in
152 the capacity of an OPC member or on behalf of the OPC.
- 153

154 SECTION 5. LEGISLATION RELATED TO BOARDS, COMMITTEES AND COMMISSIONS

There are no conflicts between these bylaws and the Oneida Code of Laws. Below is a detailed list of laws that establish requirements related to Boards, Committees and Commissions generally and the OPC specifically.

A. Oneida Nation Personnel Policies and Procedures

- a. Oneida Personnel Commission members are required to have, and undergo periodic re-training in, Equal Employment Opportunity, the Nation's laws, rules and regulations *[see PPP, (B) Hiring Procedure, (1) Statement of Policy (d)]*.
- b. The Oneida Personnel Commission is tasked with representing the Oneida Community-at-large in the selection of the Nation's employees. They are directed to seek out the best-matched applicants for each position and to consider only job-related factors (such as education, experience, past performance, skills and abilities, and compatibility with the position and potential co-workers) when selecting candidates *[see PPP, (B)Hiring Procedure, (2) Hiring Procedures, (b) Personnel Commission Role]*.
- c. Oneida Personal Commission is part of the Screening Committee that also includes the hiring supervisor, HRD Manager or designee, and the Area Manager at their discretion. Responsibilities include verification that applications are complete, analysis of job descriptions to establish screening criteria, screening verified applicants, and recommending a list of applicants to be interviewed *[see PPP, (B)Hiring Procedure, (2) Hiring Procedures, (f) Screening Applicants]*.
- d. Two members of the Oneida Personnel Commission will sit on the Interview Committee which is responsible to construct interview format consisting of questions related to the screening criteria qualifications and an interview rating scale designed to objectively evaluate each candidate's qualifications, interview candidates and evaluate individually *[see PPP, (B)Hiring Procedure, (2) Hiring Procedures, (g) Candidate Interviews]*.
- e. The Oneida Personnel Commission is designated with hearing body authority related to personnel grievances which only occur after the process detailed in the PPP are exhausted and if the decision of the Area Manager is against the weight of the evidence presented or if there were procedural irregularities that were exhibited during the appeal process that may have been harmful to one or more of the parties *[see PPP, (D) Complaints, Disciplinary Actions, and Grievances, (6) Grievance, (b) Appeal to Oneida Personnel Commission]*.

B. Boards, Committees and Commissions *[see O.C. Chapter 105]*

- a. This law establishes all requirements related to elected and appointed Boards, Committees and Commissions of the Nation. The law governs the procedures regarding the appointment and election of persons to boards, committees and commissions, creation of bylaws, maintenance of official records, compensation, and other items related to boards, committees and commissions. The OPC is appointed by the Oneida Business Committee. The requirements for entity bylaws are contained in this law. These OPC bylaws comply with the Boards, Committees and Commissions law adopted by the Oneida Business Committee on September 26, 2018.

C. Code of Ethics *[see O.C. Chapter 103]*

- a. This law promotes the highest ethical conduct in all its elected and appointed government officials and expects that officials will demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities in order to inspire public confidence and trust in the governmental officials of the Oneida Nation. Government officials are also expected to adhere to the laws, customs, and traditions of the Nation.

205 D. Travel and Expense Policy [see O.C. Chapter 219]

- 206 a. Members of the OPC are eligible to be reimbursed for travel and per diem to attend a
207 conference or training in accordance with the Nation's travel policies.
208

209 E. Conflict of Interest [see O.C. Chapter 217]

- 210 a. This law applies to Boards, Committees and Commissions and establishes specific
211 limitations to which information or materials that are confidential or may be used by a
212 competitor of the Nation's enterprises or interests may be used in order to protect the
213 interests of the Nation. The Boards, Committees and Commissions law establishes that
214 amended bylaws require members to disclose potential or real conflicts and gives entities
215 the option to determine how the conflict will be mitigated [see O.C. Chapter 105] and [see
216 Article IV. 4-5 of the bylaws].
217

218 F. Social Media Policy [see O.C. Chapter 218]

- 219 a. This law applies to the OPC and regulates social media accounts including how content is
220 managed and who has authority to post on social media on behalf of the Nation. Boards,
221 Committees and Commissions must register social media accounts with the Nation's
222 Secretary's Office to include specific information related to access to the account,
223 acknowledgment and compliance with the Computer Resource Ordinance and this policy,
224 use a Nation issued email address or ask for the Secretary to allow the entity to operate the
225 account utilizing the current e-mail address, and ensure all content complies with all
226 applicable laws of the Nation, state or federal laws.
227

228 G. Computer Resources Ordinance [see O.C. Chapter 215]

- 229 a. OPC members are considered users under this law and must comply with the established
230 requirements to ensure appropriate use of the Nation's computer resources.
231

232 H. Open Records and Open Meetings Law [see O.C. Chapter 107]

- 233 a. Portions of the OPC meetings may be considered closed meeting sessions if exception in
234 this law related to personnel matters (which includes interviews and grievance hearings) or
235 contracts are being discussed and deemed confidential.
236

237 I. Budget Management and Control [see O.C. Chapter 121]

- 238 a. The OPC is considered a fund unit of the Nation under this law. Fund unit managers are
239 required to develop, submit and maintain a triennial strategic plan for the fund unit's
240 operations which aligns with the triennial strategic plan established by the Oneida Business
241 Committee.
242

243 J. Oneida Judiciary Rules of Civil Procedure [see O.C. Chapter 803]

- 244 a. This law governs all civil actions that fall under the jurisdiction of the Oneida Nation. The
245 OPC is required to use the Oneida Rules of Civil Procedure in all proceedings except where
246 the Nation's Personnel Policies and Procedures are more specific, than those shall
247 supersede [see 803.4-6].
248
249

Oneida Business Committee Agenda Request

Accept the November 15, 2018, regular Quality of Life Committee meeting minutes

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Ernest Stevens III, Councilmember
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: Cathy Bachhuber, Executive Assistant
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Community Development Planning Committee

CDPC Regular Meeting
9:00am – 12:00pm Thursday, November 8, 2018
Business Committee Conference Room

**Minutes**

Present: Ernest Stevens III, Daniel Guzman-King, Trish King, Jennifer Webster, Brandon Stevens, Kirby Metoxen

I. Call to Order and Roll Call

Meeting called to order by Ernie Stevens III at 9:01 a.m. with Daniel Guzman-King, Trish King, Jennifer Webster, Brandon Stevens, and Kirby Metoxen present.

II. Adopt the Agenda

Motion by Daniel Guzman-King to approve the agenda and to add Hemp Update under the Standing Updates section, seconded by Trish King. Motion carried unanimously.

III. Meeting Minutes**a. Meeting Minutes from October 4, 2018**

Motion by Brandon Stevens to approve the October 4, 2018 CDPC minutes, seconded by Daniel Guzman-King. Motion carried unanimously.

IV. Unfinished Business**a. Oneida Wellness/Recreational Initiative – Oneida Planning, Ernest Stevens III**

Motion by Kirby Metoxen to approve the concept paper and to send to the CDPC work session, seconded by Jennifer Webster. Motion carried unanimously.

b. Block Chain Technology Presentation – Ernest Stevens III

Motion by Jennifer Webster to defer to the next CDPC meeting in December, seconded by Kirby Metoxen. Motion carried unanimously.

V. Standing Updates**a. Energy Team Monthly Update – Ernest Stevens III, Michael Troge**

Motion by Daniel Guzman-King to send the resolution to the next BC work session on November 20, 2018, seconded by Jennifer Webster. Motion carried unanimously.

Motion by Daniel Guzman-King to have the Energy Team present the Oneida Nation strategic energy plan at the next CDPC meeting in December, seconded by Trish King. Motion carried

unanimously.

b. Small Housing Monthly Update – Daniel Guzman–King

Motion by Daniel Guzman-King to approve the verbal update and to request a housing task force update at the next CDPC meeting, seconded by Brandon Stevens. Motion carried unanimously.

Note: Written report be sent in for the record.

c. Housing Tax Credits Monthly Update – Dana McLester

Motion by Daniel Guzman-King to approve the verbal and written information about new market tax credits update, seconded by Trish King. Motion carried unanimously.

d. Upper Oneida Monthly Update – Oneida Planning Department

Motion by Brandon Stevens to approve the verbal update, seconded by Daniel Guzman-King. Motion carried unanimously.

e. Economic Development, Diversification and Community Development Funds Bi-Monthly Update – Troy Parr

Motion by Daniel Guzman-King to approve the verbal update as FYI, seconded by Trish King. Motion carried unanimously.

Note: Written report be sent in for the record.

f. Hemp Update – Daniel Guzman-King

Motion by Daniel Guzman-King to accept the verbal update, Trish King. Motion carried unanimously.

VI. New Business

- a. Annual Report -FYI**
 - i. Accomplishments of 2018**
 - ii. Goals for 2019**
 - iii. Picture**

VII. Adjourn

Motion by Daniel Guzman-King to adjourn at 11:50 a.m., seconded by Trish King. Motion carried unanimously.

Approve the travel **Opeida Business Committee Agenda Request** Kirby Metoxen for Rural Wisconsin award ceremony

1. Meeting Date Requested: 1 / 9 / 19

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

To accept the travel report for Standing Up for Rural Wisconsin Award Ceremony October 29th-30th, 2018.

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:

Additional Requestor:

Additional Requestor:

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Kirby Metoxen

Travel Event: Standing Up for Rural Wisconsin Award Ceremony

Travel Location: Wisconsin Dells, WI

Departure Date: 10/29/2018 Return Date: 10/30/2018

Projected Cost: \$236.47 Actual Cost: \$72.81

Date Travel was Approved by OBC: 10/24/2018

Narrative/Background:

Councilman Kirby Metoxen was the leader representative for the Oneida Nation. The Oneida Community Integrated Food Systems (OCIFS) is one of the eight organizations receiving this award this year. Kirby along with Kerry Metoxen and Jesse Pardon were present to accept the award.

The Wisconsin Department of Public Instruction through its "Standing up for Rural Wisconsin" program recognizes the work of community organizations that encourage community youth to eat healthy and consider careers in education. The award celebrates the collaboration of partnerships among schools, libraries, and communities that have resulted in programs or projects that demonstrate the collaborative spirit of rural Wisconsin.

Originally funded by a U.S. Department of Agriculture Farm-to-School Grant, the aquaponics lab produces herbs, greens, 6,000 heads of lettuce and 800 pounds of tilapia a year. Senior students work in the lab and earn college credit. By helping grow the food, they learn about how it grows and why it is good to eat. In the cafeteria servers share nutrition information along with the food to younger students. The project builds an atmosphere that educates the Oneida community and surrounding communities about Oneida Tribal heritage and the importance of good nutrition.

The OCIFS members consist of: Oneida Nation Farm/Orchard; Oneida Food Distribution Center; Oneida School Food Service; Oneida Retail and Agritourism. Congratulations to this wonderful group of folks.

Item(s) Requiring Attention:

Travel and lodging.

Requested Action:

Motion to approve travel report for the Standing Up For Rural Wisconsin Award Ceremony October 29th-30th, 2018.

Approve travel request in accordance with § 219.16-1 – Four (4) employees - GrassWorks Inc. Grazing
Oneida Business Committee Agenda Request

1. Meeting Date Requested: 1 / 9 / 19

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Approval for 4 people to attend the 2019 Grassworks Grazing Conference in Wisconsin Dells on January 31 through February 2, 2019.

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☒ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
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:

Requesting to have 4 staff members attend a local conference, the Grassworks Grazing Conference in Wisconsin Dells, WI. One staff works for the Oneida Nation Farm, another one works for Tsyunhehkwa and 2 are from the Environmental Health Safety & Land Eco-Services Department. Each of the staff will benefit from the conference to better their understanding of grazing operations as a whole and to learn new techniques when handling cattle in a grazing operation, new forages, marketing, planning grazing operations and more. This travel was budgeted in the FY2019 Budget.

- 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 40n

Division: Environmental Health and Safety

[illegible]



December 17, 2018

Grassworks Grazing Conference Justification

Four staff members are heading to the Grassworks Grazing conference, one from ONF, one from Tsyunhehkwa, and two from the nonpoint program. Each of the staff will benefit from the conference to better their understanding of grazing operations as a whole and to learn new techniques when handling cattle in a grazing operation, new forages, marketing, planning grazing operations, and more.

There were four staff members in the grant budget to attend the conference.

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Jon Habeck		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	[REDACTED]	Date of Birth
Destination	Wisconsin Dells, WI		
Departure date	January 31, 2019	Return date	Feb. 2, 2019
Purpose of travel	Grazing Conference 2019		
Charged GL Account	001.5230949.100.701000.000 GLRI Non-Point Grant Funded		

GSA Rate Information for the destination


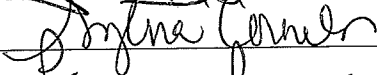

Per Diem rate per day	\$ 61.00	Lodging rate per day	\$ 100.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 61.00	75 %	1	\$ 45.75
Per Diem full day at destination	\$ 61.00	100 %	1	\$ 61.00
Per Diem return travel date	\$ 61.00	75 %	1	\$ 45.75
Subtract included meals				\$ 84.00
Lodging including room rate plus taxes	\$ 100.00		2	\$ 200.00
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$ 675.00
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$200.00
Total Cost Estimate				\$ 468.50 1,143.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler		11/26/18	920-370-3639
Program Director		11/28/18	Not needed
General Manager		11/28/18	Not needed

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Wes Johnson		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	[REDACTED]	Date of Birth [REDACTED]
Destination	Wisconsin Dells, WI		
Departure date	January 31, 2019	Return date	Feb. 2, 2019
Purpose of travel	Grazing Conference 2019		
Charged GL Account	001.5230949.100.701000.000 GLRI Non-Point Grant Funded		

GSA Rate Information for the destination

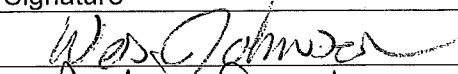
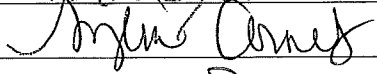
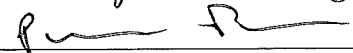
Per Diem rate per day	\$ 61.00	Lodging rate per day	\$ 100.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 61.00	75 %	1	\$ 45.75
Per Diem full day at destination	\$ 61.00	100 %	1	\$ 61.00
Per Diem return travel date	\$ 61.00	75 %	1	\$ 45.75
Subtract included meals				\$ 84.00
Lodging including room rate plus taxes	\$ 100.00		2	\$ 200.00
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 468.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler		11-23-18	920-369-4537
Program Director		11/28/18	Not needed
General Manager		11/28/18	Not needed

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Karla Habeck		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	[REDACTED]	Date of Birth [REDACTED]
Destination	Wisconsin Dells, WI		
Departure date	January 31, 2019	Return date	Feb. 2, 2019
Purpose of travel	Grazing Conference 2019		
Charged GL Account	001.5230949.100.701000.000 GLRI Non-Point Grant Funded		

GSA Rate Information for the destination

Per Diem rate per day	\$ 61.00	Lodging rate per day	\$ 100.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 61.00	75 %	1	\$ 45.75
Per Diem full day at destination	\$ 61.00	100 %	1	\$ 61.00
Per Diem return travel date	\$ 61.00	75 %	1	\$ 45.75
Subtract included meals				\$ 84.00
Lodging including room rate plus taxes	\$			\$
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$-200.00
Total Cost Estimate				\$ 268.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>Karla Habeck</i>	12-4-18	920-371-2251
Program Director	<i>[Signature]</i>	12/4/18	Not needed
General Manager	<i>[Signature]</i>	12/4/18	Not needed

**ONEIDA TRIBE OF INDIANS OF WISCONSIN
TRAVEL AUTHORIZATION REQUEST**

General Travel Information

Name of Traveler	Lynn Utesch		
Please list name as it appears on Travelers Driver's License or WI State ID			
	Employee #	[REDACTED]	Date of Birth [REDACTED]
Destination	Wisconsin Dells, WI		
Departure date	January 31, 2019	Return date	Feb. 2, 2019
Purpose of travel	Grazing Conference 2019		
Charged GL Account	001.5230949.100.701000.000 GLRI Non-Point Grant Funded		

GSA Rate Information for the destination

Per Diem rate per day	\$ 61.00	Lodging rate per day	\$ 100.00
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Cost Estimate Information

Description	Rate	Factor	Days/ Miles	Total
Per Diem initial travel date	\$ 61.00	75 %	1	\$ 45.75
Per Diem full day at destination	\$ 61.00	100 %	1	\$ 61.00
Per Diem return travel date	\$ 61.00	75 %	1	\$ 45.75
Subtract included meals				\$ 84.00
Lodging including room rate plus taxes	\$ 100.00		2	\$ 200.00
Airfare	\$			\$
Private Car Mileage	\$			\$
Taxi or car rental	\$			\$
Luggage Fees	\$			\$
Registration – accept VISA? Yes / No	\$			\$ 150.00
Allowable price adjustment If travel arrangements exceed the <u>Total Cost Estimate</u> re-approval is required				\$ 200.00
Total Cost Estimate				\$ 618.50

I understand this advance will be deducted from my claim for reimbursement of actual travel expenses. I also understand that if this advance is not cleared within 10 calendar days after my travel return date, I shall be held responsible for the full amount advanced and that I may be reprimanded in accordance with the Personal Policies and Procedures for my failure to clear this matter within the time so allotted. Further, in the event that the advance payment is not cleared within 10 calendar days of my return, and I have not filed a formal written dispute as to the amount due, by signing below, I am hereby making a knowing and voluntary wage deduction for the entire amount outstanding.

Signatures / Approvals

	Signature	Date	Contact Phone #
Traveler	<i>Lynn Utesch</i>	12/4/18	815-345-9597
Program Director	<i>Myra Cornelius</i>	12/4/18	Not needed
General Manager	<i>R. R.</i>	12/4/18	Not needed

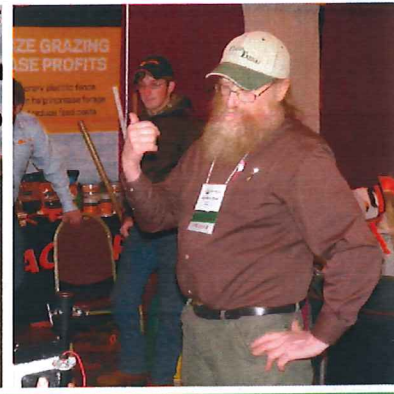
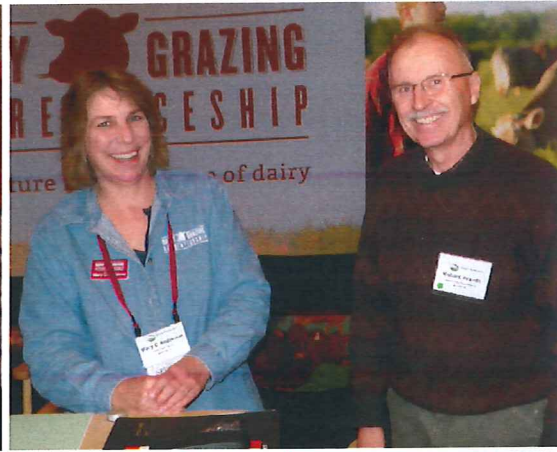
GRAZING CONFERENCE 2019

[www.grassworks.org/
events/grazing-conference](http://www.grassworks.org/events/grazing-conference)

Chula Vista Resort
www.chulavistaresort.com
Wisconsin Dells, WI

Surviving the **STORM**

January 31 - February 2



GrassWorks Inc.

#grassworksgrazing



About

For nearly 3 decades, GrassWorks has served as a nonprofit membership organization that provides leadership and education to farmers and consumers for the advancement of grass-based agriculture to benefit present and future generations. We envision a future in which profitable pasture-based agriculture flourishes in Wisconsin and the upper Midwestern States, where healthy livestock are raised on well-managed pastures in harmony with the environment, and where managed grazing takes its place as a mainstream sustainable livestock production practice.

With consistent financial support, GrassWorks serves its growing membership by fostering farmer-to-farmer learning and networking, by providing programs that meet the needs of our members and other stakeholders, and by supporting our local grazing networks. We strive to provide a clearinghouse of grazing information for Wisconsin, the region and beyond. Our efforts help managed grazing meet the needs of conscious consumers who desire healthy pasture-raised meats and dairy products.

We are honored and delighted to host our 27th Annual Grazing Conference in 2019. There is great potential for innovation and growth in grazing, and GrassWorks is at the leading edge. We appreciate YOUR commitment to grass, grazing, and grass-fed products and encourage you to become an annual GrassWorks Member to help sustain our essential programs. Please also help us as we look toward the long-term future of grazing by making a contribution to the **GrassWorks Foundation**. Visit our website at: www.grassworks.org to learn more about how YOU can help to further these efforts and we will see you at the Conference!!

Conference Planning Committee

Thank you to Robert Bauer, Calvin Bouwkamp, Jason Cavadini, Jill Hapner, Altfried Krusenbaum, Diane Mayerfeld, Laura Paine, Natasha Paris, Chaz Self, and Jim Quick.

Volunteers Needed

Help out at the registration desk, moderate a presentation or fulfill other needs for a reduced registration fee. Contact Heather for complete details at grassworksheather@gmail.com or 715-289-4896.

Thank You Sponsors

Platinum Sponsors

- Wisconsin Department of Ag, Trade and Consumer Protection
- Dairy Grazing Apprenticeship
- National Grazing Lands Coalition
- Byron Seeds

Gold Sponsors

- WI Grassfed Beef Coop
- Gallagher Passion for Pastures
- Compeer

Silver Sponsors

- Organic Valley

Bronze Sponsors

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- UW Center for Integrated Agricultural Systems
- Cutler Fence LLC
- Faye Gehl Conservation Foundation
- Graze
- Michael Fields Ag Institute
- River Country RC&D Inc.
- Upper Midwest Devon Exchange
- WI Beef Council
- Wisconsin Farmers Union
- AgriView
- Midwest Organic and Sustainable Education Service
- Thousand Hills Lifetime Grazing
- Northeast WI Technical College
- AgCountry FCS
- The Country Today

Ice Cream Sponsor

- MOSA Certified Organic

Session Sponsors

- Alliant Energy
- Barenbrug
- Full Circle Products

Silent Auction

Proceeds help GrassWorks link farmers with the resources they need to be successful graziers. Donations to the auction are appreciated. Don't forget to bring your money and generous spirit!

Thursday Schedule

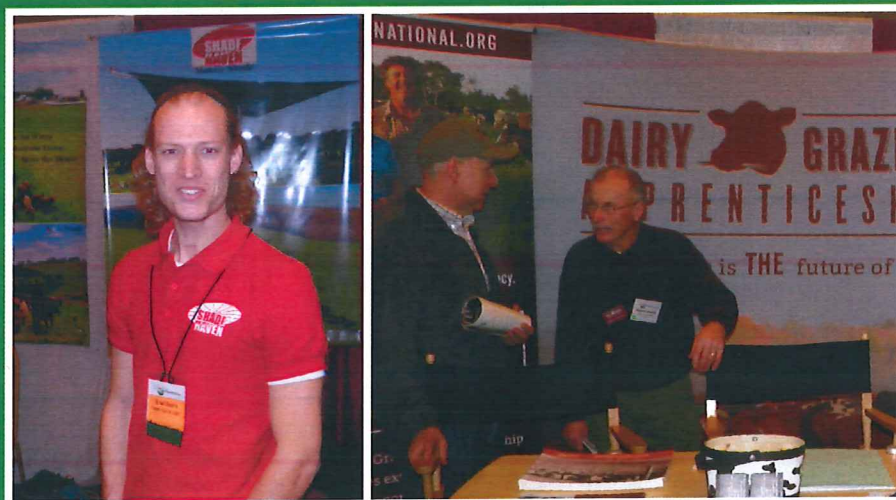
11:30 AM Registration Opens					
1:00 PM Welcome: Charlotte Smith, "3 Steps to a Profitable Farm"					
2:00 PM Break					
Breakouts	Dairy Track	Track 2	Track 3	Track 4	Sponsor Track
2:30 - 3:30 PM	The Future of the Dairy Industry: What Will Your Farm Need to Look Like to Survive? Speakers: Dick Cates, Joe Tomancl, and Laura Paine	The Organic Pasture Practice Standard - Are You Ready for Inspection Speaker: Bill Stoneman, Organic Inspector	Social Media Marketing Speaker: Charlotte Smith		Soil Health and How it Pertains to Nutrition Speaker: Michael Erdman, Black Earth Humics
3:30 PM Break					
4:00 - 5:00 PM	Grazing Dairy Financial Performance: What Drives Profitability? Speakers: Tom Cadwallader and Laura Paine	Using Forage Testing to Fine-tune Pasture Management Speaker: Patty Laskowski - Morren	How to Create a Farm Website That Sells Speaker: Charlotte Smith	Grazing Ambassador Spread the Word - Walk the Walk and Share the Talk Speaker: Julie Engel	Safe and Effective Grounding of Cattle Waterers and Electric Fences Speaker: Graham Casselius, Alliant Energy
5:00 PM Social					
6:00 PM Supper					
7:00 PM Dick Cates , WI School for Beginning Dairy and Livestock Farmers: The Past and the Future for the Next Generation					
8:00 PM Jam Session					

Bookstore

Be sure to visit the GrassWorks Bookstore for the latest grazing-related titles and authors. Donate your gently used books and do double-good! The books will go on to enlighten, inform and entertain other graziers, while proceeds go to support your statewide grazing organization. Also available for purchase will be Grazing Guides and Grazing Pasture Sticks.

Jam Session

Come and join the jam session on Thursday night after the keynote speaker. Bring your instrument, whether it be guitar, voice, harmonica or other. In past years, we have had over 30 musicians come together to learn and play songs. For those who don't feel musically gifted...just come and listen to all the talent in the grazing community! It's amazing!!!



Tradeshow Exhibitor Hours

Thursday, January 31st, 2:00 PM - 6:00 PM
 Friday, February 1st, 7:00 AM - 6:00 PM
 Saturday, February 2nd, 7:00 AM - 10:30 AM

More than forty exhibitors display the latest agricultural technology that yields results on grass-based farms. These exhibitors, which include businesses, agencies and organizations, provide a wealth of knowledge and experience.

Friday Schedule

7:00 AM Registration Opens					
8:00 AM General Session: Kathy Voth, "Skills to be a Successful Farmer"					
9:00 AM Tradeshow Time					
Breakouts	Dairy Track	Track 2	Track 3	Track 4	Sponsor Track - Byron Seeds
10:00 - 11:30 AM	Ensuring a Market for Your Milk with Farmstead and Cooperative Marketing Speakers: Andy Hatch, Dan Smith, Norm Monsen, and Kevin Kiehnau	The Science Behind Weeds Speaker: Kathy Voth	Watershed Moment - Modern Day Conservation Movement - DATCP Speakers: Jason Cavadini and invited guests	Grazing Sheep and Solving Those Pesky Flock Problems Speaker: TBD	Finding the Energy in Forage Speakers: Dan Olson and Jim Paulson (1 hour long session)
11:30 AM Lunch and Annual Meeting					
1:00 - 2:00 PM	Getting Started in a Tough Dairy Economy. (Panel of DGA Journeygraziers and Ag Lender) Speakers: Ryan Heinen, Kelsey Vance, Ron Bula, and John Richmond	Using Stock Dogs on Small Grazing Operations Speaker: John Wentz	Role of Grass and Grazing in Organic Systems Speaker: Erin Silva	Avoiding and Solving Problems in Pastured Poultry Production Speakers: Jody Padgham, Ernie Peterson, and Nick Alf	Filling Slumps and Extending Grazing Season with Annuals Speaker: Earnest Weaver
2:00 PM Break					
2:30 - 3:30 PM	Scaling Up Your Operation, Working with Employees Speakers: Joe Tomandl, Peter Gaul, and Josh Tranel	Snake Oil Speaker: Kathy Voth	So You Want to Farm? Chronicles of a Start-up Farm Family Speaker: Jason Cavadini	Grazing With Goats Speaker: Leslie Svacina	Putting Together a Pasture Mix Speakers: Dan Olson and Jim Paulson
3:30 PM Break					
4:00 - 5:00 PM	Managing for Risk: Every Farm Needs an Exit Strategy Speaker: Dan Smith	Q&A and Handy Hints Speakers: Kathy Voth and other hint givers	Silvopasture From WI Observations in Research Speakers: Keefe Keeley and Diane Mayerfeld	Bringing Them All Together...Multi Species Grazing Speaker: TBD	Hidden Valley Meadow Fescue Speaker: Brad DeBauche
5:00 PM Social					
6:00 PM Dinner					
7:00 PM Awards					
8:00 PM Entertainment					

Win a Cash Prize!

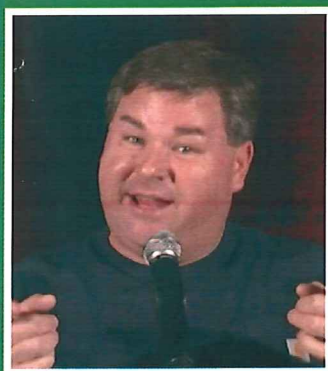
Handy Hints - Submit your handy hints with photo along with your contact info to Laura Paine at Laura@dga-national.org or bring it to the conference. Sponsored by Hoards Dairyman again this year.

Savor the Food

We aim to source the entire conference menu from grass based, organic and local farms. Do you have something to offer? Contact Heather Flashinski at grassworksheather@gmail.com or 715-289-4896 to provide her your information, product available, and price or donation. Products need to be processed/packaged in an approved facility. THANK YOU!!! We will work with the hotel to offer gluten-free and vegetarian meal options for those interested. Let Heather know if you want these dietary choices.

Saturday Schedule

7:00 AM Registration Opens					
8:00 AM General Session: Steve Apfelbaum, "Increasing Soil Carbon Using Adaptive Multi Paddock (AMP) Grazing"					
Breakouts	Dairy Track	Track 2	Track 3	Track 4	Sponsor Track
9:00-10:30 AM	Tuning Up Your System: Managing Non-Financial Risk (Forage Production, Genetics, etc.) Speakers: Bert Paris, Olaf Haugen, Paul Onan, Peter Gaul and Tim Moffett	How to Write a 14-Gauge High-Tensile Business Plan for Your Grazing Operation; Strong, Yet Light and Flexible Speaker: Paul Dietman	Evaluating Pasture Based Meats Speakers: Terry Beck and Natasha Paris		Improvements and Advancements in Grass Species Speaker: Luke Wilson, Barenbrug
10:30 AM Break					
11:00-12:00 PM	Managing The Weather Risk Speakers: Paul Onan, Peter Gaul, Tim Moffett, Alfried Krussenbaum, Nate Weness	Pasture Establishment and Renovation Speaker: Yoana Newman	Grazing Cover Crops for Profit Speaker: Meghan Filbert, Practical Farmers of Iowa		
12:00 PM Lunch					
1:00 PM General Session: Tim Moffett, Ag Comedian					
2:00 PM Ice Cream Social sponsored by MOSA Certified Organic					



Tim Moffett the Dairy Farmer is definitely not a salesman, politician, or a motivational speaker. Tim is a Florida grazing dairy farmer and comedian. His experiences on and off the farm help him bring out the humor of everyday farm life. You don't have to live on a farm to understand Tim. Most recently, Tim signed with famed comedians Jeff Foxworthy and Larry the Cable guy to produce Tim's album "Farm Raised". No matter what your background, Tim will have you doubled over from laughter with his laughs per minute style.

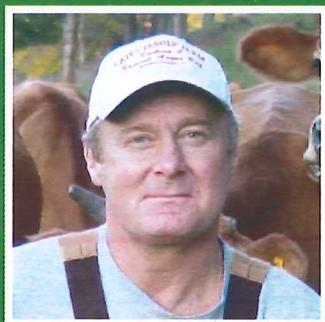
They even let Tim write a monthly column in Progressive Dairyman Magazine. It's rightfully called "The Manure Spreader". Tim travels the U.S. and Canada performing at county fairs, banquets, and agriculture related events. Tim's true passions in life are farming, making people laugh, and eating beef jerky.

Ice Cream Social

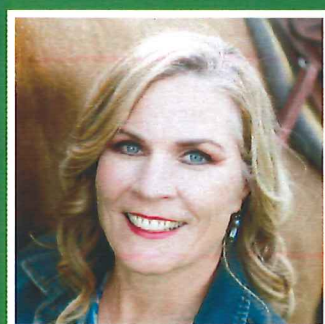
We have the privilege of knowing some local grassfed cows who produce great ice cream. So, stick around for our final celebration before you head back to the farm. The social is sponsored by Midwest Organic Services Association.



Speakers



Richard (Dick) L. Cates, Jr., Ph.D., and his wife, Kim, along with son, Eric and daughter-in-law, Kiley co-own and operate the Cates Family Farm LLC near Spring Green, Wisconsin, a managed grazing, direct-market grass-fed beef business they started in 1987. Dick is Senior Lecturer, Emeritus, Department of Soil Science at the University of Wisconsin-Madison, and past director of the Center for Integrated Agricultural Systems Wisconsin School for Beginning Dairy and Livestock Farmers, a business and training program for start-up farmers which he helped create in 1995. He also taught UW-Madison courses in grassland- and agro- ecology, pasture management, and managed grazing.



Charlotte Smith founded 3CowMarketing.com, an online marketing training company helping farmers across the nation learn online marketing techniques to grow a successful business. Charlotte also owns Champoeg Creamery, a raw milk micro-dairy located in St. Paul, Oregon, producing raw milk, eggs, pork and poultry. Additionally, she hosts "The Profitable Farm with Charlotte Smith" private Facebook group, a community of farmers focused on connecting with others to learn, share and gain support. Due to her dedication to improving the soil, animals and the people who eat their products, in 2016 Charlotte was named one of the Top 25 Most Influential Women in the World in Food and Agriculture by the non-profit, Food Tank. Charlotte is also the proud mother of a United States Marine, lives in St. Paul, Oregon on the farm with her husband, Marc, (a teacher) and her 2 daughters. You can visit Charlotte at 3CowMarketing.com or inside "The Profitable Farm with Charlotte Smith" Facebook Group.



Kathy Voth is publisher and editor of On Pasture, a free, weekly, online grazing magazine that translates research and experience into practices that graziers can use to be more sustainable and profitable. Before starting On Pasture, Kathy focused on using animal behavior for vegetation management. She created a method to teach cows (and other livestock) to eat weeds in just 8 hours over 7 days, reducing costs and increasing forage for farmers and ranchers. She also spent 7 years with a working goat herd as part of a research project to develop best practices and logistics for grazing firebreaks to reduce fire danger in suburban areas while increasing firefighter safety and save homes. She currently lives in Tucson, Arizona with her husband, a cat, a few wild javelinas and some quail.



Steven Apfelbaum has conducted ecological research, designed award-winning projects, successfully navigated regulatory programs, and contributed his unique creative scientific expertise and enthusiasm to over 1,500 projects throughout North America and beyond. He is one of the leading ecological consultants in the U.S., providing technical restoration advice and win-win solutions where ecological and land development conflicts arise. Mr. Apfelbaum has authored hundreds of technical studies, peer-reviewed technical papers, books, reports, ecological restoration plans, and regulatory monitoring and compliance reports. He promotes using ecological and conservation design principles in developments, industrial projects and parks that help clients save money while increasing ecological functionality, improving public perception and generating award-winning outcomes.

From: Brenda L. Skenandore
Sent: Thursday, January 03, 2019 8:52 AM
To: BC_Agenda_Requests
Subject: RE: BC Agenda Request for Travel for 4 People

Good Morning,

All four people will be riding together in our Tribal vehicle-2017 Ford Explorer #9558. Thank you!

Brenda Skenandore
Office Manager
Environmental Health & Safety Division
N7332 Water Circle Place
Oneida, WI 54155
920-869-4591
920-869-1610 (Fax)
Bskenan6@oneidanation.org
Find us online at <https://oneida-nsn.gov/resources/environmental>
Like us on Facebook! <https://www.facebook.com/OneidaEHSD/>



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

Approve a limited waiver of sovereign immunity. Microsoft Master Services Agreement No. U6642559

Oneida Business Committee Agenda Request**1. Meeting Date Requested:** 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

The contract has been deemed to have a limited waiver of sovereign immunity and I am hoping to get it approved so we can get it approved.

3. Supporting Materials☐ Report ☐ Resolution ☒ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☒ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: 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:

The purpose of this contract is to renew/obtain annual Premiere Services from Microsoft. Our current contract expires 1/11/19. We use these premiere services to assist us (MIS) with obtaining Microsoft training or assistance when we do not have the expertise in house.

We have used these Premiere Services for the past several years and when the last contract expires, we needed to get Law Office approval again. In the wording of the contract, it is fairly negotiable, but there still is an aspect of a limited waiver of our sovereign immunity.

I would like the Business Committee to approve the revised wording in the contract and allow me to purchase the Premiere Services from Microsoft.

Through the contract review process, I was asked to answer the following four questions in addition to the contract itself.

1. Was there an attempt to negotiate with the vendor the waiver of sovereign immunity? Yes, the email chain between myself and Jo Anne House is attached along with the original contract and revised contract to prove they made some changes, but were not willing to change enough as to not limit our sovereign immunity.

2. Were three bids obtained? No. Why not? We can only get premiere services through Microsoft itself and it is not available through any third party vendors.

3. Was any other vendor willing to remove sovereign immunity issues? N/A due to question #2 above.

4. What is the cost of going to another vendor? N/A due to question #2 above.

Thank you for your consideration.

Victoria Krueger
Systems Administrator

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: Victoria L. Krueger
MIS-Management Information Systems

Use this number on future correspondence:

2018-1502

FROM: Jo Anne House, Chief Counsel

DATE: December 11, 2018

RE: Microsoft-Master Services Agreement No.
U6642559

Digitally signed
by Jo Anne
House
Date:
2018.12.11
09:19:35 -06'00'

Purchasing Department Use

Contract Approved

Contract Not Approved

(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to the contract amendment (excerpt presented below). 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?

“Customer grants a limited waiver of sovereign immunity to be sued under a provision in this agreement or applicable statement of services by Microsoft in the Federal Court of the State of Wisconsin if intellectual property or confidential information is at issue. Beyond the limited waiver in this section, nothing contained in this Agreement shall be construed to waive the sovereign rights of the Customer Nation, any subsidiaries and affiliates of Customer or any of their respective officers, directors, servants, agents, or employees.”

Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)
Master Services Agreement Number

U6642559

(Microsoft Affiliate to complete)
Services Description Number

This services description ("**Services Description**") is made pursuant to the Microsoft Master Services Agreement, the "**Agreement**", by and between the undersigned parties or their affiliates, effective as of December 17, 2008 which is incorporated herein by this reference. In this Services Description "**Customer**" means the undersigned customer and "**Microsoft**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer Oneida Tribe of Wisconsin		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer's purchase order.) Accounts Payable
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address P.O. BOX 365		Contact E-mail Address Centralaccounting_payables@oneidanation.org
City Oneida	State/Province WI	Phone 920-496-3525
Country USA	Postal Code 54155	Fax 920-496-7494
Invoicing		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer's representative for payment at the address shown above unless otherwise specified in a Customer's purchase order.		
Term		
This Services Description will commence on <u>January 12, 2019</u> or the date of last signature below, whichever is later (the "Commencement Date") and end twelve (12) months from the Commencement Date (the "Expiration Date").		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

<i>Customer</i>	<i>Microsoft Affiliate</i>
Name of Customer (please print) Oneida Tribe of Wisconsin	Name Microsoft Corporation
Signature	Signature
Name of person signing (please print)	Name of person signing (please print) David Gallagher
Title of person signing (please print)	Title of person signing (please print) Director of Contracts
Date	Date

1. OVERVIEW.

This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s). The Services focus on the following key areas:

Service Delivery Management from an assigned Microsoft resource ("Services Resource") helps build and maintain the service improvement roadmap with Customer management and service delivery staff and helps Customer plan the specific Services to meet Customer's business requirements. Services Delivery Management may also be referred to as Support Account Management.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for advisory assistance, development and deployment issues.

Designated Support Engineering provides product specific support direct from a Microsoft professional on a part-time or full-time basis.

Workshops and Events are intended to help Customer prevent problems, increase system availability and create solutions based on Microsoft technologies.

Information Services provide Customer's staff with the latest knowledge and information on Microsoft technologies intended to enhance Customer's in-house support capabilities.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using currently supported Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

2. AVAILABLE SERVICES.

Customer may purchase any combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the United States, please contact Customer's Services Resource.

2.1 Service Delivery Management. The Service Delivery Manager (referred to as a “Technical Account Manager” or “TAM” in most geographies) orchestrates the management and delivery of Microsoft Premier Support. This Service Delivery Management includes planning to assess Customer’s current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer’s IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. TAMs also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. TAMs can be Pooled, Designated or Dedicated determined by the level of Customer’s engagement with Microsoft. “Pooled” refers to services provided by a team of TAMs, “Designated” refers to a single TAM who serves multiple accounts, and “Dedicated” refers to a single TAM who serves a single account.

- a. **Service Introduction.** At the beginning of the contract period, the TAM will organize one or more Service Introduction sessions with Customer. The goal of this session(s) is to introduce the Premier Support to whoever is going to use it, explain how to select and plan Support Assistance services, show how to log assisted break-fix support requests (also known as “incidents”) and demonstrate available tools. In the session(s) the TAM will start collecting the information which will form the basis of the follow-up Service Delivery Planning session(s).
- b. **Service Delivery Plan.** The Service Delivery Plan (“SDP”) forms the basis of Customer’s Premier Support. It is here that the TAM will draw up a customized service plan specific to Customer’s needs. The TAM will conduct a session for Customer’s team authorized to make decisions about Customer’s IT-operations objectives, current issues and projects. Customer will then determine how and when Services are to be applied through joint consultation with Microsoft. At the end of this session, Customer will have an SDP which the TAM will monitor and adjust based on Customer’s needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, the TAM will review the past period’s Services, report to Customer on what has been delivered, improved, monitor Customer’s satisfaction levels and discuss any actions or adjustments which may be required. These reviews may consist of standard status reports, virtual, or onsite status meetings. Customized reporting is also available, however this may require an additional order, determined by the level of Service Delivery Management included in Customer’s purchased services.
- d. **Critical Security Support Advice.** The TAM will notify Customer of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated TAM, Customer’s TAM will help Customer assess the impact of this information to Customer’s IT infrastructure.
- e. **Incident Management.** The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.
- f. **Crisis Management.** During situations where Customer experiences critical business impacts, TAMs and Critical Situation Managers coordinate Microsoft’s Critical Situation response providing 24x7 issue ownership and update communications to Customer as appropriate for the severity of the incident.
- g. **Proactive Services Maturity Review.** The Proactive Services Maturity Review is an initial method for identifying potential problems with Customer’s IT operations helping build an actionable plan intended to reach the desired state of Customer’s IT operations and increase the value of Customer’s investment in Microsoft technology. This Service is available to Customer if requested and if Customer has a Designated or Dedicated TAM.
- h. **Remediation Planning.** The TAM may consolidate actions for improvement prompted by the findings of proactive assessments conducted. This will provide a basis for the creation of overall improvement advice and a remediation plan. Follow up takes place through the scheduled Service Reviews. This Service is available to Customer if Customer has a Designated or Dedicated TAM.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** The TAM may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer’s organization and may provide benefits for Customer’s organization. This service may be available to Customer if Customer has a Designated or Dedicated TAM.

- j. **Incident Trend Analysis & Advice.** The TAM may provide one or more reviews of Customer's incident history. The focus of the TAM in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated TAM.
- k. **Process Guidance.** The TAM may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated TAM.

2.2 Support Assistance. Support Assistance provides short-term advice in relation to Microsoft products intended to help Customer minimize future support incidents and other problems before they result in end users impacted. Support Assistance may include advice and guidance in relation to infrastructure, development and deployment issues. Customer's Services Resource will work with Customer to scope and determine Customer's specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. **Reviews.** A review is an assessment of a specific system, application, operations process or architecture to address, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. These technical and operational engagements are designed to proactively assess and mitigate risk to prevent/minimize issues, as well as, optimize operations health based on Microsoft recommended practices. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations.
- b. **Development Support Assistance.** Development Support Assistance helps Customer in Customer's creation and development of applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies. Only available as part of Premier Support for Developer.
- c. **Advisory Services.** Advisory Services are a support option that provides support on short term (typically 6 hours or less) and unplanned issues. This service has been designed for IT professionals and developers for short engagements. Advisory Services includes advice, guidance and knowledge transfer intended to help Customer implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.
- d. **Root Cause Analysis.** Root Cause Analysis ("RCA") is the process through which the cause and effect relationships of an event are analyzed. Customer must request RCA during a support incident. RCA is only available during regular business hours and may require an additional charge.
- e. **Lab Access.** Microsoft can provide Customer with access to a lab facility to assist Customer with benchmarking, testing, prototyping, and migration activities of Microsoft products. These facilities must be scheduled in advance and are subject to availability.
- f. **IT Service Management (ITSM).** Services targeted at assisting customer with the people, process, and product aspects of a solution. ITSM services specialize in improving the customer's operational capability. An Exhibit to the Services Description may be required for some ITSM offerings.
- g. **Cyber Security.** Services designed to strengthen the customer's security posture or assist during an escalation. Service offerings include incident response, monitoring, assessments, and knowledge transfers. An Exhibit to the Services Description may be required for some cyber security offerings.
- h. **Custom Assistance.** Custom knowledge transfer or remediation assistance related to Microsoft products and solutions. Customer may choose from one to five day onsite engagements, delivered during standard business hours (9am to 5pm, or 8 hours). Custom Assistance engagements

delivered outside of standard business hours may incur additional hourly costs. Arrival and departure times may vary based on available resource's location.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

2.3 Designated Support Engineering. Designated Support Engineering ("DSE") is available during normal business hours and supports the specific Microsoft products/technologies Customer selects with a focus on delivering engaged, hands-on preventative support. Microsoft will deduct Designated Support Engineering from the total number of Designated Support Engineering hours Customer purchased. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

Designated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an engagement initiation meeting, which will be documented and delivered to Customer as part of Customer's Service Delivery Plan. The focus areas for DSE services include:

- a. Problem Prevention and Resolution services designed to:
 - Help Customer develop and implement strategies for providing proactive support to help prevent future incidents and increase availability of Customer's covered Microsoft technologies.
 - Help determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft technologies.
- b. Technical and Business Focus designed to help Customer:
 - Maintain deep knowledge of Customer's current and future business requirements and configuration of Customer's information technology environment.
 - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc.
 - Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
 - Enhance Customer's support staffs' technical and operational skills.
 - Encourage and assist in the creation and maintenance of Customer-specific documentation to support Customer's environment configuration, disaster recovery, network topology, etc. for the designated Microsoft technologies.

2.4 Workshops and Events. The goal of Workshops and Events are to provide Customer with technical information to assist in the supportability, development or deployment of Microsoft technologies. Additional benefits may include instruction to help reduce the number and impact of problems related to Microsoft Products that Customer experiences. Customer may modify the contract to add funding for additional Workshops and Events or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Workshops or Events Customer select. Workshops and Events can include the following:

- a. **Workshops.** Workshops are instructor-led training sessions that emphasize Microsoft technologies. Workshops can be provided remotely, at Customer's facility or on location at Microsoft facilities. If Customer elect to have a Workshop conducted at Customer's facility, Microsoft will provide Customer with specifications for configuring Customer's environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Customer's Services Resource can provide Customer with a current list of available Workshops and the associated fees.

- b. **Events.** Events are broad and deep technical presentations, combined with hands-on labs that provide training and facilitate Customer's implementations of Microsoft technologies. These Events may provide the opportunity to interact with Microsoft product groups, Premier Support development resources and Microsoft marketing contacts. Events can be provided remotely, at Customer's facility, or at Microsoft facilities. Customer's Services Resource can provide Customer with information about scheduled Events.

Customer may not record or broadcast Workshops or Events in any manner. Any materials or sample code provided to participants in conjunction with a Workshop or Event are intended for the exclusive use of the participant.

2.5 Information Services. Information Services provide Customer with technical information about Microsoft products and support tools that help Customer to implement and operate Microsoft products in a more efficient and effective manner.

The Microsoft Premier Support online website provides access to the following information resources:

- Regularly updated product news flashes documenting key support and operational information about Microsoft products.
- Critical problem alerts notifying Customer of potentially high-impact problems.
- Web response tool for submitting and checking the status of support incidents.
- Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.

2.6 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support can include any combination of the following services:

- a. **24/7 Problem Resolution Service.** Problem Resolution Support is available 24 hours a day, 7 days a week for most severities. Requests for support may be submitted via telephone or electronically through the Microsoft Premier online website by Customer's designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth in this section. Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Problem Resolution Support is deducted from the hours set forth in the attached Fee and Named Contacts Schedule(s). In the event Microsoft deems the support issue to be a bug, Microsoft will not charge Problem Resolution hours to Customer. If Customer exhausts all contracted hours while Microsoft is addressing a particular incident, Customer must modify the contract to add funding for additional Problem Resolution Support hours before Microsoft will respond to additional incidents.
- b. **Elevated Initial Response Time.** The response time varies by severity and is the period of time that occurs between the creation of the service request and the time that the services resource communicates with Customer.
- c. **Critical Situation and Crisis Escalation.** Problems of a Catastrophic or Critical business impact (Severity 1 or A) are deemed to be Critical Situations requiring 24x7 support from both Microsoft and Customer until the issue can be resolved or mitigated. Microsoft provides a Critical Situation Manager as well as technical resources both remotely and on-site as needed to assist with resolution. Critical Situation Managers are individuals that are assigned to help drive prompt resolution to the issues through proper case engagement, escalation, resourcing, and coordination. Onsite services may require an additional charge.
- d. **Third Party Support Coordination.** Microsoft is a member of TSANet and will work with Customer to troubleshoot the environment and the problem, to the best of our knowledge. These efforts can help Customer to resolve problems that are not attributed to Microsoft Products including:
- Errors caused by Customer's networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
 - Multi-vendor coordination interoperability problems. Upon Customer's request, Microsoft

will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues. If Microsoft needs to work with a third-party to solve an incident, Microsoft will attempt to do so; however, it is the responsibility of the third-party to support its product.

- e. **OnSite Support.** Onsite Support will provide both reactive and proactive support for Customer at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge.
- f. **Customer's Obligations and Definitions of Severity.** Customer is responsible for outlining the business impact of the situation in consultation with Microsoft. Microsoft will assign the appropriate severity level. Customer can request a change to the severity level during the term of a situation should the business impact require a change to higher or lower severity level. The incident severity will determine the response levels within Microsoft and estimated response times and Customer's responsibilities. These are defined in the following table:

Severity	Situation	Our Expected Response	Customer's Expected Response
1 Submission via phone only	Catastrophic business impact: <ul style="list-style-type: none"> Complete loss of a core business process and work cannot reasonably continue Needs immediate attention 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Customer's site as soon as possible Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Our Senior Executives 	<ul style="list-style-type: none"> Notification of Customer's Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Submission via phone only
A Submission via phone only	Critical business impact: <ul style="list-style-type: none"> Significant loss or degradation of services Needs attention within 1 hour 	<ul style="list-style-type: none"> 1st call response in 1 hour or less Our Resources at Customer's site as required Continuous effort on a 24x7 basis Notification of Our Senior Managers 	<ul style="list-style-type: none"> Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification Submission via phone only
B Submission via phone or web	Moderate business impact: <ul style="list-style-type: none"> Moderate loss or degradation of services but work can reasonably continue in an impaired manner Needs attention within 2 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 2 hours or less Effort on a 24x7 basis² 	<ul style="list-style-type: none"> Allocation of appropriate resources to align to Microsoft effort Access and response from change control authority within 4 Business Hours¹ Submission via phone or web
C Submission via phone or web	Minimum business impact: <ul style="list-style-type: none"> Substantially functioning with minor or no impediments of services Needs attention within 4 Business Hours¹ 	<ul style="list-style-type: none"> 1st call response in 4 hours or less Effort during Business Hours¹ only 	<ul style="list-style-type: none"> Accurate contact information on case owner Responsive within 24 hours Submission via phone or web

¹ Business Hours are generally defined as 9:00 AM to 5:30 PM Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer's locality.

² Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with Problem Resolution efforts. 24/7 effort on Severity B is available in the United States unless Customer opts out of 24/7 effort. Consult Customer's Services Resource for details.

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is responsible for backing up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

2.7 Additional Services. Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance 24x7 Problem Resolution Support Incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management. Prior to delivering additional Services, a modification must be executed by the parties.

3. PREREQUISITES AND ASSUMPTIONS. Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a fixed fee On-Site Visit. On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.
- b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft in writing or in an amendment or modification to this Services Description.
- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Support online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Microsoft Premier Support online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless Customer has purchased such support in an amendment or modification to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an amendment or modification to this Services Description.
- e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION. FOR MULTI-YEAR SERVICES DESCRIPTIONS, ALL BASE YEAR SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE BASE YEAR OF THE AGREEMENT, AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE BASE YEAR OF THE SERVICES DESCRIPTION. ALL OPTION YEAR SERVICES, AS APPLICABLE, WILL EXPIRE AT THE END OF EACH OF THE RESPECTIVE OPTION YEAR IN WHICH THEY WERE PURCHASED.**
- f. Support Assistance is dependent upon the availability of resources.
- g. Microsoft can access Customer's system via remote access or dial-in to analyze problems at Customer's request and approval. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote access or dial-in assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.
- h. Customer must have access to the Internet in order to take advantage of Internet-based services.

- i. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Support Account Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Support Account Management.
- j. Resource Site Visits (number of trips to Customer's location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in the attached Fee and Named Contacts Schedule(s).
- k. Additional Prerequisites and Assumption may be set forth in amendments or modifications to this Services Description.

4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

- a. Customer can designate named contacts as set forth in the "Customer Contacts" Section below, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Microsoft Premier Support online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
- c. Customer agrees to provide an internal escalation process to facilitate communication between Customer's management and Microsoft as appropriate.
- d. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.
- e. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer's internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
- f. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.

Amendments to Microsoft Master Services Agreement U#6642559.

MSA Section 4. Restrictions on use. Replaced with:

You may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
- b) Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation

Fixes and service deliverables licensed under this agreement may be subject to applicable export laws. You agree to comply with applicable export control laws. For additional information, see <http://microsoft.com/exporting>.

MSA Section 14. Miscellaneous. C. Applicable Law. Replaced with:

This agreement together with the applicable statement of services will be governed by the laws of the Customer Nation, without giving effect to its conflict of law provisions. Customer grants a limited waiver of sovereign immunity to be sued under a provision in this agreement or applicable statement of services by Microsoft in the exclusive jurisdiction of, and venue in, the courts of the Customer Nation. Customer grants a limited waiver of sovereign immunity to be sued under a provision in this agreement or applicable statement of services by Microsoft in the Federal Court of the State of Wisconsin if intellectual property or confidential information is at issue. Beyond the limited waiver in this section, nothing contained in this Agreement shall be construed to waive the sovereign rights of the Customer Nation, any subsidiaries and affiliates of Customer or any of their respective officers, directors, servants, agents, or employees.

MSA Section 14. Miscellaneous. D. Entire Agreement. Replaced with:

This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by applicable law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.

5. ATTACHMENTS. The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

☒ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)	Services Description Number:
	RENEWAL
	Master Agreement Number: # U6642559
	Contract Number (Clarify):
	Schedule Number:

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description are incorporated herein by reference. By accepting Microsoft's performance of the Services, Customer agrees to be bound by these terms. Any terms not otherwise defined herein will have the meanings set forth in the Agreement and/or the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. .

Term

This Schedule will commence on January 12, 2019 or the date of last signature in the Services Description, whichever is later (the "Commencement Date") and end 12 months from the Commencement Date (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

a. Fee Summary

Services Summary	Annual Price
Country: United States	\$69,180
Total	\$69,180

b. Description of Services

Description of Services
<ul style="list-style-type: none"> • 120 hours of Support Account Management (\$28,680) • 120 hours Support Assistance (\$29,640) • 40 hours of Problem Resolution Support (\$9,360) • 1 Onsite Visit (\$1,500)

Software Assurance Benefits

Customer may elect to convert Customer Software Assurance 24x7 Problem Resolution Support Incidents ("24x7 SAB Incidents") to Premier Problem Resolution Support ("PRS"), Designated Support Engineering ("DSE") or Third Tier Support ("TTS") hours for use consistent with Customer's Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by Customer's Services Resource. 24x7 SAB Incidents that Customer converts to PRS, DSE or TTS hours may not exceed 50% of the Premier Services contract value at the time of conversion. If Customer converts 24x7 SAB Incidents to PRS, DSE or TTS hours, or if Customer purchases additional PRS, DSE, TTS, or Support Assistance, Customer may be required to purchase additional Support Account Management to facilitate delivery of PRS, DSE or TTS. 24x7 SAB Incidents Customer converts to PRS, DSE or TTS hours are subject to the Services Description.

2. CUSTOMER CONTACTS

- a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Name: SAME
Address:
Phone:
Email:
Facsimile: ()

[END OF DOCUMENT]

Fixes and service deliverables licensed under this agreement may be subject to applicable export laws. You agree to comply with applicable export control laws. For additional information, see <http://microsoft.com/exporting>.

MSA Section 14. Miscellaneous. C. Applicable Law. Replaced with:

This agreement together with the applicable statement of services will be governed by the laws of the Oneida Nation, without giving effect to its conflict of law provisions. Customer grants a limited waiver of sovereign immunity to be sued under a provision in this agreement or applicable statement of services by Microsoft in the exclusive jurisdiction of, and venue in, the courts of the Oneida Nation. Customer grants a limited waiver of sovereign immunity to be sued under a provision in this agreement or applicable statement of services by Microsoft in the Federal Court of the State of Wisconsin if intellectual property or confidential information is at issue. Beyond the limited waiver in this section, nothing in this contract shall be considered a waiver of the sovereign immunity of the Oneida Nation, any subsidiaries and affiliates of Customer or any of their respective officers, directors, servants, agents, or employees.

MSA Section 14. Miscellaneous. D. Entire Agreement. Replaced with:

This agreement and the statements of services constitute the parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. The terms of these documents will control in the following order: (i) this agreement; and (ii) any statement of services. Any terms and conditions maintained by you or your affiliates or contained in any purchase order, other than those mandatory terms required by applicable law, will not apply. The parties signing the cover page of this agreement may amend this agreement only in writing when signed by both parties. The parties signing a statement of services may amend the statement of services only in writing when signed by both parties.

5. ATTACHMENTS. The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

☒ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

- i. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Support Account Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Support Account Management.
- j. Resource Site Visits (number of trips to Customer's location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in the attached Fee and Named Contacts Schedule(s).
- k. Additional Prerequisites and Assumption may be set forth in amendments or modifications to this Services Description.

4. CUSTOMER RESPONSIBILITIES. This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

- a. Customer can designate named contacts as set forth in the "Customer Contacts" Section below, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Microsoft Premier Support online website for information content and the ability to submit support requests through the Premier online website or by telephone.
 - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
- c. Customer agrees to provide an internal escalation process to facilitate communication between Customer's management and Microsoft as appropriate.
- d. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.
- e. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer's internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
- f. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.

Amendments to Microsoft Master Services Agreement U#6642559.

MSA Section 4. Restrictions on use. Replaced with:

You may not:

- a) Rent, lease, lend, host or otherwise distribute service deliverables or fixes, except as otherwise provided in a statement of services; or
- b) Reverse engineer, de-compile or disassemble fixes or service deliverables, except to the extent expressly permitted by applicable law despite this limitation

Victoria L. Krueger

From: Jo A. House
Sent: Wednesday, December 12, 2018 8:33 AM
To: Victoria L. Krueger
Subject: RE: Final Premier Renewal Documents for Signature

I like this language even better, but it is still a waiver of sovereign immunity.

Jo Anne House, Ph. D.
Chief Counsel
Oneida Law Office
N7210 Seminary Road
P.O. Box 109
Oneida, Wisconsin 54155

Office: 920-869-4327
Fax: 920-869-4065
Cell: 920-328-8045
E-Mail: jhouse1@oneidanation.org

The information contained in this e-mail is confidential and privileged. If you are not the intended recipient, please be advised that any use, copying, or dissemination of this information is prohibited. Please destroy this e-mail and immediately notify us of the erroneous transmission.

From: Victoria L. Krueger <vkruieger@oneidanation.org>
Sent: Wednesday, December 12, 2018 7:36 AM
To: Jo A. House <jhouse1@oneidanation.org>
Subject: FW: Final Premier Renewal Documents for Signature

This is what they are proposing. Will that work or should I just go the BC route?

From: Sara Thrall <sthrall@microsoft.com>
Sent: Tuesday, December 11, 2018 4:20 PM
To: Victoria L. Krueger <vkruieger@oneidanation.org>
Cc: Sindhu Srivatsa <sinsri@microsoft.com>; Sharyn Pensmith <Sharyn.Pensmith@microsoft.com>; Tiffany Traynum <ttraynum@microsoft.com>
Subject: RE: Final Premier Renewal Documents for Signature

Hi Victoria,

Attached is a word version with the suggested revision. Could you please run this past your legal and see if this meets what they need? If not, they can make redline revisions to the document and we can take another look. If they confirm they are okay with the change now, I'll PDF for signature and PO.

Thanks!
Sara

Sara Thrall

Microsoft Premier Services, Federal
(703) 943-5793 | sthrall@microsoft.com
www.microsoft.com/services

From: Victoria L. Krueger <vkruieger@oneidanation.org>
Sent: Tuesday, December 11, 2018 4:38 PM
To: Sara Thrall <sthrall@microsoft.com>
Cc: Sindhu Srivatsa <sinsri@microsoft.com>
Subject: RE: Final Premier Renewal Documents for Signature

The lawyer suggested deleting the whole paragraph and replacing it with the sentence so I am not sure since I do not understand the legal stuff.

From: Sara Thrall <sthrall@microsoft.com>
Sent: Tuesday, December 11, 2018 3:33 PM
To: Victoria L. Krueger <vkruieger@oneidanation.org>
Cc: Sindhu Srivatsa <sinsri@microsoft.com>
Subject: RE: Final Premier Renewal Documents for Signature

Thanks Victoria. We do have into January but hopefully we can resolve it much more quickly! To make sure we are workign from the same language, can you confirm I've captured the request correctly?

Our language:

**waiver in this section, nothing contained in this Agreement shall be constr
sovereign rights of the Customer Nation, any subsidiaries and affiliates of**

Change request: "...nothing in this contract shall be considered a waiver of the sovereign immunity of the Oneida Nation" in lieu of the above sentence, correct?

From: Victoria L. Krueger <vkruieger@oneidanation.org>
Sent: Tuesday, December 11, 2018 4:04 PM
To: Sara Thrall <sthrall@microsoft.com>
Subject: RE: Final Premier Renewal Documents for Signature

Sara,

I ran this through our Law Office for legal approval per our internal process. They are wondering if there is any chance to get some of the wording changed. Specifically, the paragraph that reads:

“Customer grants a limited waiver of sovereign immunity agreement or applicable statement of services by Microsoft Wisconsin if intellectual property or confidential information waiver in this section, nothing contained in this Agreement sovereign rights of the Customer Nation, any subsidiaries, their respective officers, directors, servants, agents, or employees.”

To say something to the effect of: “Nothing in this contract shall be considered a waiver of the sovereign immunity of the Oneida Nation.”

Is that at all possible?

From: Sara Thrall <sthrall@microsoft.com>
Sent: Friday, December 7, 2018 2:09 PM
To: Victoria L. Krueger <ykrueger@oneidanation.org>; Tiffany Traynum <ttraynum@microsoft.com>; Tony L. Doxtator <TDOXTATO@oneidanation.org>
Cc: Sharyn Pensmith <Sharyn.Pensmith@microsoft.com>; Steven Whitaker (Invenio) <v-stwhi@microsoft.com>; Bradley Fulp <Bradley.Fulp@microsoft.com>
Subject: Final Premier Renewal Documents for Signature

Hi Victoria,

Attached please find the final paperwork for your renewal. Once you've had a chance to review, please sign and return along with your PO. We will countersign for your records, and then we'll be all set to get it into processing.

Thanks!
 Sara

Sara Thrall
 Microsoft Premier Services, Federal
 (703) 943-5793 | sthrall@microsoft.com
www.microsoft.com/services

From: Sara Thrall
Sent: Monday, December 3, 2018 4:20 PM
To: Victoria L. Krueger <ykrueger@oneidanation.org>; Tiffany Traynum <ttraynum@microsoft.com>; Tony L. Doxtator <TDOXTATO@oneidanation.org>
Cc: Sharyn Pensmith (<Sharyn.Pensmith@microsoft.com> <Sharyn.Pensmith@microsoft.com>; Steven Whitaker (Invenio) <v-stwhi@microsoft.com>; Bradley Fulp <Bradley.Fulp@microsoft.com>
Subject: RE: Updated Premiere Contract

Hi Victoria,

Thank you for confirming! I wanted to introduce myself from here forward as I'm back from maternity leave and starting to resume coverage of all our tribal customers so Snou can get back to a normal workload! We'll begin preparing the final contract paperwork with upfront payment based on the attached quote and send it over as soon as it's ready.

Thanks!

Sara

Sara Thrall

Microsoft Premier Services, Federal
(703) 943-5793 | sthall@microsoft.com
www.microsoft.com/services

From: Victoria L. Krueger <vkruieger@oneidanation.org>

Sent: Monday, December 3, 2018 3:59 PM

To: Tiffany Traynum <ttraynum@microsoft.com>; Tony L. Doxtator <TDOXTATO@oneidanation.org>; Snou Dararak <snoudara@microsoft.com>; Sara Thrall <sthall@microsoft.com>

Subject: Re: Updated Premiere Contract

I would rather just have it as one payment.

Sent from my Samsung Galaxy smartphone.

----- Original message -----

From: Tiffany Traynum <ttraynum@microsoft.com>

Date: 12/3/18 11:41 AM (GMT-06:00)

To: "Victoria L. Krueger" <vkruieger@oneidanation.org>, "Tony L. Doxtator" <TDOXTATO@oneidanation.org>, Snou Dararak <snoudara@microsoft.com>, Sara Thrall <sthall@microsoft.com>

Subject: RE: Updated Premiere Contract

Victoria,

Will you require upfront payment or monthly?

Adding Sara Thrall

Tiffany Traynum

From: Victoria L. Krueger <vkruieger@oneidanation.org>

Sent: Thursday, November 29, 2018 12:54 PM

To: Tiffany Traynum <ttraynum@microsoft.com>; Tony L. Doxtator <TDOXTATO@oneidanation.org>; Snou Dararak <snoudara@microsoft.com>

Subject: RE: Updated Premiere Contract

Thanks Tiffany.

I have the quote, but since it is a renewal of a contract and the contract expired, I need something new/current. Maybe on the new one, we can space out the term or not put when it expires.

From: Tiffany Traynum <ttraynum@microsoft.com>

Sent: Thursday, November 29, 2018 11:52 AM

To: Victoria L. Krueger <vkrueger@oneidanation.org>; Tony L. Doxtator <TDOXTATO@oneidanation.org>; Snou Dararak <snoudara@microsoft.com>

Subject: RE: Updated Premiere Contract

Adding Snou and Tony.

Please see Victoria's note below.

Tiffany Traynum

From: Victoria L. Krueger <vkrueger@oneidanation.org>

Sent: Thursday, November 29, 2018 12:49 PM

To: Tiffany Traynum <ttraynum@microsoft.com>

Subject: Updated Premiere Contract

Tiffany,

We had this contract reviewed with our Law Office a few years ago and I need an updated one or I cannot order our annual Premiere Services.

Please let me know if you need anything further from me to get this updated.

Oneida Business Committee Agenda Request

Approve the Capital Improvement Process (CIP) concept paper - Oneida Community Wellness Initiative

1. Meeting Date Requested: 1 / 9 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Approve CIP Concept Paper for Oneida Community Wellness Initiative CIP #16-011, formerly Oneida Community Recreation Complex.

3. Supporting Materials☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☒ UnbudgetedDigitally signed by Troy D.
ParrDate: 2018.12.20 14:07:19
-06'00'**5. Submission**

Authorized Sponsor / Liaison:

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:

The project team is seeking approval of the project's Capital Improvement Process (CIP) Concept Paper. See attached.

Background:

The purpose of this project is to provide a centrally located community/recreation complex which supports the social, cultural, physical, recreational, and spiritual needs of the Oneida Nation Community.

The facility will consist of; a swimming pool and aquatics component; flexible gymnasium space; fitness and body building area and equipment; youth learning and activity component; daycare; elderly activities areas; arts and craft center; flexible meeting spaces and events areas; indoor field house to accommodate a running track, box lacrosse field, field sports training; and outdoor baseball, softball and lacrosse fields.

Approval of the project's CIP Concept Paper will allow the project to proceed into the next phase of the process, completing a CIP Package. The CIP Package would be brought forward for approval before the project could proceed.

Action Requested:

1. Approve CIP Concept Paper for project # 16-011 Oneida Community Wellness Initiative, formerly Oneida Community Recreation Complex.

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

CAPITAL IMPROVEMENT PROCESS (CIP) – CONCEPT PAPER

For

Oneida Community Wellness Initiative

Formerly Oneida Community Recreation Complex

CIP # 16-011

October 22, 2018

I. Purpose:

- A. The purpose of this project is to provide a centrally located community recreation complex which supports the social, cultural, physical, recreational, and spiritual needs of the Oneida Nation Community.

II. Project Analysis:

- A. Project Description: This project entails the construction of a community and recreational complex which will address a holistic approach to providing community recreational and social programing. The facility will consist of; a swimming pool and aquatics component; flexible gymnasium space; fitness and body building area and equipment; youth learning and activity component; daycare; elderly activities areas; arts and craft center; flexible meeting spaces and events areas; indoor field house to accommodate a track, box lacrosse field and field sports training; and outdoor baseball, softball and lacrosse fields.

- B. The community has provided support for the development of this facility through their favorable participation in various surveys.

C. Assumptions:

1. The organization will support the project moving forward.
2. Funding will be available for developing the project.
3. The new facility will serve the Oneida Nation Community:
 - a) as a major community asset lending to the strengthening of the community fabric core.
 - b) provide easy access to recreational and community opportunities.
 - c) relieve overcrowding of existing fitness and recreational facilities.
 - d) enhance health maintenance and preventive care programs.
 - e) expand programs to all age segments.

D. Operational Impact:

1. Additional staffing from DPW, Custodial, MIS, etc., will be needed to service the additional buildings. A full evaluation will be included in the project's CIP Package.
2. The development of a new Community Complex will require additional administrative, training and professional staff.
3. The new facility will require additional funding for building utility costs & maintenance supplies.

- E. Organizational Goals: The project would support the following goals and objectives of the 2008 Comprehensive Plan for the Oneida Reservation and its 2014 update:
1. Plan Element: Wellness.
 - a) GOAL #1: Ensure overall wellness for Latiksa> shu ha tsi Niyole lotikst^ ho-kúha (children as far as the old people).
 - 1) Objective 1.1 Preserve Oneida Language and culture so that ayukwatenhotukwathat slay^take (we all should have a key).
 - 2) Objective 1.2 atá kali tatsla (HEALTHCARE)
Improve physical and mental health of the Oneida community
 - 3) Objective 1.3 luwatiya>takenhas (HUMAN SERVICES)
Improve quality of life through social programming
 2. Plan Element: Parks and Recreation.
 - a) GOAL #1: Strengthen families by providing healthy lifestyle experiences.
 - 1) Objective 1.1 Increase resources to meet the recreational needs of the community.
 3. Plan Element: Community Design.
 - a) GOAL #1 Create an Oneida community of wellness that supports the individual's tie to the land through a sense of place, identity, and appropriate development.
 - 1) Objective 1.1 Create a positive sense of place which identifies the Oneida community.
 - 2) Objective 1.2 Community design based on right size and right place economics.
 4. Plan Element: Facilities, Utilities, Transportation.
 - a) GOAL #1 Enhance tribal sovereignty by investing in tribal infrastructure.
 - 1) Objective 1.1 Improve energy efficiency of tribal assets.

III. Market:

- A. Market Served: The market served is a combination of membership of the Oneida Nation, tribal and non-tribal employees, and non-tribal residents within the Oneida Reservation area.
- B. Competition: Competition which exists for this project is outside community and recreational facilities that the community utilizes or partners with currently to provide services through.

IV. Potential Risk:

- A. Potential Risks which exist for the project include lack of financial and community support to approve the project.
- B. Failure to meet and fulfill the Comprehensive Plan's goals and objectives supported by this project.
- C. Financial resources are not available to fund operation of facility in the future.

V. Potential Investment:

A. Funding Sources: Potential funding sources for this project include:

1. Community Development Block Grant
2. Philanthropic Organizations
3. CIP Budget

B. Development Costs:

The project will require funding for completing the project's CIP Package if the Concept Paper is approved. Funds are needed for outside expertise/consultant services which include: funding feasibility study; development of a business plan and space programming.

C. Construction Cost Target:

1. Construction cost is targeted to be in the \$205 - \$300 per square foot range for the building only. Site work, soft and miscellaneous costs, furniture, fixtures, equipment, and contingency are in addition to this construction cost.
2. The project's CIP Package will identify the total project budget estimate.

VI. Time Line: Upon approval of the Concept Paper and allocation of funding for development costs:

A. CIP Phase I - CIP Package	30 weeks
B. CIP Phase II - Project Ranking and Approval	8 weeks
Upon allocation and activation of funding:	
C. CIP Phase III - Design	40 weeks
D. CIP Phase IV- Construction	100 weeks

VII. Recommendations:

- A. It is recommended strong consideration be given to this project in order to help the client accomplish goals and objectives in their work plans as well as those set in the Oneida Reservation Comprehensive Plan.
- B. The Community Development Planning Committee remains as Client and that further work on definition of Client/Client Structure are continued through the CIP process.

VIII. Client Approval: A signed copy of the CIP-05 Form is attached indicating approval by client's division director.

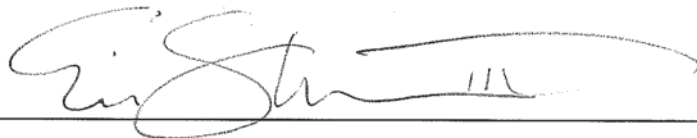
ATTACHMENT: FORM CIP-05

**Capital Improvement Process (CIP)
- Client Division Director Approval Form**

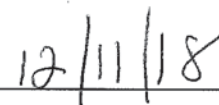
To: Ernest Stevens III CDPC Chairman
Through: N/A
From: Samuel VanDen Heuvel - Project Manager
Date: October 22, 2018
Re: Oneida Community Wellness Initiative CIP# 16-011
Formerly Oneida Community Recreation Complex

I have reviewed the attached Capital Improvement Process (CIP) document identified below for the above noted project and approve of the project moving into the next phase of the CIP Process

- ☒ CIP Concept Paper – dated: October 22, 2018
☐ CIP Package – dated:



Ernest Stevens III CDPC Chairman



Date

Rev. April 11, 2017

Oneida Business Committee Agenda Request

Accept the update regarding the 120-Day Bridge Loan to Oneida Airport Hotel Corporation as information

1. Meeting Date Requested: ___ / ___ / ___

2. General Information:

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

Agenda Header:

☐ Accept as Information only

☒ Action - please describe:

Accept as FYI

3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor: _____
Name, Title / Dept.

Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request**6. Cover Memo:**

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

Background:

On September 26, 2018, the O.B.C. adopted resolution 09-26-18-G Authorizing Use of \$1,500,000 from the Economic Development, Diversification and Community Development Fund for the Purposes of Providing a 120-Day Bridge Loan to OAHC at an Interest Rate of LIBOR Plus 1%.

On December 20, 2018, at the Oneida Nation's Skenandoah Complex, Mr. Robert Barton provided me a check payable to the Oneida Nation, in the amount of \$1,510,644.35. The check was immediately submitted to Oneida Accounting. The amount is representative of \$1,500,000 for the original loan, and accrued interest of \$10,644.35, from October 5, 2018, through December 20, 2018.

The Oneida Airport Hotel Corporation has closed their financing package for the renovations of the hotel and are ready and eager to begin construction.

Requested motion:

Accept as F.Y.I.

- 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 Business Committee Agenda Request

Approve an exception to resolution # BC-09-27-17-D and start Executive Session Discussion on January 22, 2019, at 10:00 a.m.

1. Meeting Date Requested: 01 / 09 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Submitted by: Lisa Liggins, Information Management Specialist/BCSO
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

BACKGROUND

Resolution # BC-09-27-17-D sets the regular meeting schedule of the Oneida Business Committee (OBC) to meet every second and fourth Tuesday of the month at 8:30 a.m. for executive discussion meetings.

At the October 10, 2018, regular BC meeting, a special GTC meeting was tentative scheduled for Monday, January 21, 2019.

Past practice has been to begin executive discussion meetings at 10:00 a.m. when they are held on a day following an evening GTC meeting. In order to start late on January 22, 2019, and exception to the resolution must be approved.

REQUESTED ACTION

Approve an exception to resolution # BC-09-27-17-D and start Executive Session Discussion on January 22, 2019, at 10:00 a.m.

- 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

Accept the Oneida Land Commission FY 2019 4th quarter report
Oneida Business Committee Agenda Request**1. Meeting Date Requested:** 01 / 9 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☒ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter: Rae Skenandore, Land Commission Chairperson
Your Name, Title / Dept. or Tribal MemberAdditional Requestor: _____
Name, Title / Dept.Additional Requestor: _____
Name, Title / Dept.

LAND COMMISSION
QUARTERLY REPORT
OCTOBER–NOVEMBER 2018

The Land Commission Goals for 2018

Exercising Sovereignty

Reestablish roles & responsibilities to fully implement the 2033 Plan approved by GTC. Which provides for an allocation of funds to reacquire land within the Oneida Reservation.

Land Commissioners

Rae Skenandore, Chairperson
Rebecca Webster, Vice-Chairperson
Mike Mousseau, Secretary
Julie Barton, Commissioner
Donald McLester, Commissioner
Sherrole Benton, Commissioner
Vacant , Commissioner

Progress toward Goal

Limited funds were available to make substantial progress towards this goal for this fiscal year.

Promoting Positive Community Relations

Develop Land use policy to better serve the needs of the membership. Focus on programs to serve individual farmers, entrepreneurs, and community organizations.

Progress toward Goal

Reduced Agricultural rents to Tribal Members. Farmette Pilot Project.

Promoting Positive Community Relations

Bi-annual presentation to GTC

Progress toward Goal

Continually worked to respond to GTC motions & biannual presentations.

Meetings

Regular meetings are the 2nd Monday monthly.
Acquisition Meetings are the 4th Monday monthly.

Stipends

Land Commission Meetings \$ 50.00
Public Meetings \$ 50.00
Hearings* \$ 50.00

** Note a hearing body consists of 3 Commissioners*

Meetings

Regular Meetings
Acquisition
Joint Meeting with the Oneida Business Committee

Hearings

Probate Hearing
Rezoning Hearing

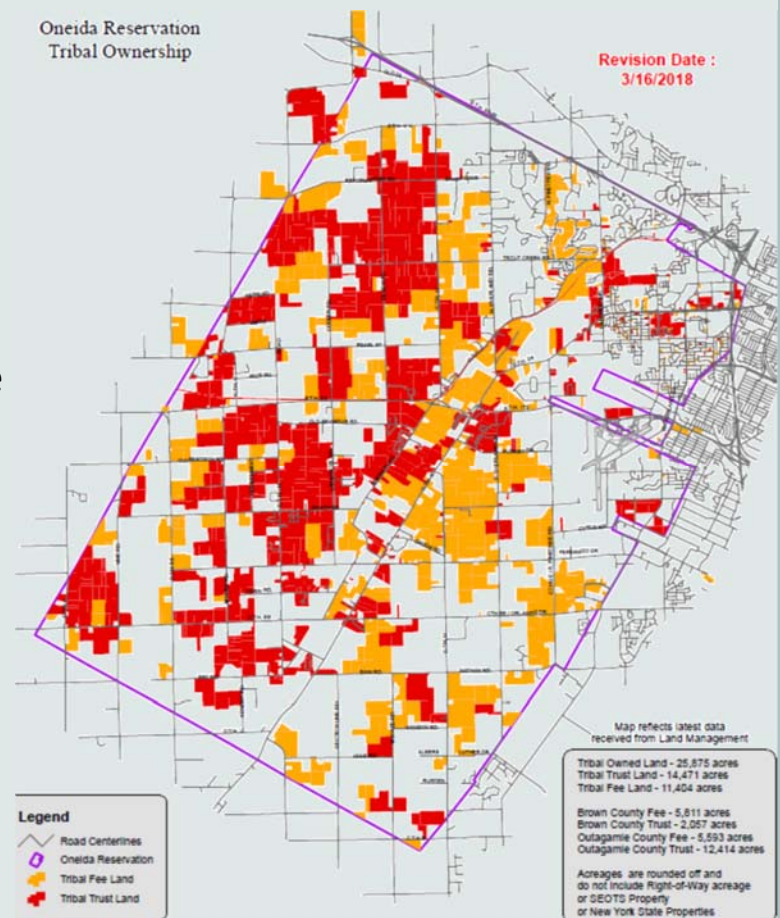
LAND COMMISSION QUARTERLY REPORT OCTOBER–NOVEMBER 2018

ACQUISITIONS

7/25/2018	2742 He- Nis Ra Lane	0.33	HIP
7/26/2018	2400 Blk Trojan Dr	0.23	Residential
8/20/2018	340 Orlando	2.1	HIP
8/31/2018	2546 Laredo La	0.25	HIP
8/31/2018	1135 Centennial Blvd	24.04	Undeveloped
9/24/2018	3018 Summer Place	0.23	HIP
9/28/2018	2536 Cherrywood Lane	0.27	HIP

The Oneida Land Commission approved the purchase of 27.45 acres this quarter and 175.5 acres for the year. The Nation currently has approximately 14,473 acres in trust and the remainder is in fee status.

The Oneida Land Commission makes decisions on the future land use of Tribal Land based on the Land Use Technical Unit recommendations.



Land Acquisition

To exercise sovereignty & jurisdiction, maintain rural character, control development, ensure sustainability, enhance community development, grow food, provide housing, and for Oneida pride and identity

