



## Oneida Business Committee

Executive Session  
8:30 AM Tuesday, February 26, 2019  
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting  
8:30 AM Wednesday, February 27, 2019  
BC Conference Room, 2nd floor, Norbert Hill Center

### Agenda

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

#### **I. CALL TO ORDER**

#### **II. OPENING**

- A. Presentation of donation to the Town of Oneida by the Oneida Nation**  
Sponsor: Lisa Summers, Secretary
- B. Present Certificate of Appreciation for Public Service**  
Sponsor: Tehassi Hill, Chairman
- C. Special Recognition for Years of Service**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources

#### **III. ADOPT THE AGENDA**

#### **IV. OATH OF OFFICE**

- A. Oneida Nation Veterans Affairs Committee - George Greendeer and James Martin**  
Sponsor: Lisa Summers, Secretary
- B. Oneida Pow-wow Committee - Worden Shane Webster, Alva Fiddler, Sonny Nacotee, and Floyd Silas Jr.**  
Sponsor: Lisa Summers, Secretary
- C. Southeastern Wisconsin Oneida Tribal Services Advisory Board - Arthur Elm III, Michael Coleman, and Tracie Sparks**  
Sponsor: Lisa Summers, Secretary

**V. MINUTES**

- A. Approve the January 18, 2019, special Business Committee meeting minutes**  
Sponsor: Lisa Summers, Secretary
- B. Approve the January 23, 2019, regular Business Committee meeting minutes**  
Sponsor: Lisa Summers, Secretary
- C. Approve the February 8, 2019, special Business Committee meeting minutes**  
Sponsor: Lisa Summers, Secretary
- D. Approve the February 12, 2019, regular Business Committee meeting minutes**  
Sponsor: Lisa Summers, Secretary

**VI. RESOLUTIONS**

- A. Adopt resolution entitled Silver Creek Trail**  
Sponsor: Troy Parr, Division Director/Community & Economic Development
- B. Adopt resolution entitled Creation of the Oneida Nation School System Endowment in Accordance with the Endowments Law**  
Sponsor: Trish King, Treasurer
- C. Adopt resolution entitled Supporting Dental Therapy as a Solution to the Oneida Nation's Oral Health Challenges**  
Sponsor: Jennifer Webster, Councilwoman
- D. Adopt resolution entitled Approving a limited waiver of sovereign immunity for a Premium Stabilization Fund Agreement between the Oneida Nation and Epic Life Insurance Company**  
Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee
- E. Adopt resolution entitled Office of Special Trustee - Sign Off Authority**  
Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee

**VII. APPOINTMENTS**

- A. Determine next steps regarding five (5) vacancies - Oneida Personnel Commission**  
Sponsor: Lisa Summers, Secretary

**VIII. STANDING COMMITTEES**

- A. COMMUNITY DEVELOPMENT PLANNING COMMITTEE**
  - 1. Accept the December 6, 2018, regular Community Development Planning Committee meeting minutes**  
Sponsor: Ernie Stevens III, Councilman

2. **Accept the January 3, 2019, regular Community Development Planning Committee meeting minutes**  
Sponsor: Ernie Stevens III, Councilman

**B. FINANCE COMMITTEE**

1. **Approve the February 18, 2019, regular Finance Committee meeting minutes**  
Sponsor: Trish King, Treasurer

**C. LEGISLATIVE OPERATING COMMITTEE**

1. **Accept the January 16, 2019, regular Legislative Operating Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman
2. **Approve the February 6, 2019, regular Legislative Operating Committee meeting minutes**  
Sponsor: David P. Jordan, Councilman
3. **Approve the Anna John Resident Centered Care Community Board Bylaws**  
Sponsor: David P. Jordan, Councilman
4. **Approve the Oneida Pow-wow Committee Bylaws**  
Sponsor: David P. Jordan, Councilman
5. **Approve the Pardon and Forgiveness Screening Committee Bylaws**  
Sponsor: David P. Jordan, Councilman

**IX. TRAVEL REPORTS**

- A. **Approve the travel report - Vice-Chairman Brandon Stevens, Councilman Kirby Metoxen, and Councilwoman Jennifer Webster - Haaland & Davids reception - Washington DC - January 3-4, 2019**  
Sponsor: Brandon Stevens, Vice-Chairman

**X. TRAVEL REQUESTS**

- A. **Approve the travel request - Councilman Ernie Stevens III - Midwest Tribal Energy Regional Association (MTERA) Regional Energy Workshop for Midwest Tribes - Milwaukee, WI - April 8-9, 2019**  
Sponsor: Ernie Stevens III, Councilman
- B. **Approve the travel request - Treasurer Trish King - 21st National Intertribal Tax Alliance Conference - Santa Fe, NM - August 13-16, 2019**  
Sponsor: Trish King, Treasurer
- C. **Enter the e-poll results into the record for the approved travel request for Chairman Tehassi Hill to attend the Opioid Litigation Briefing in Atlanta, GA - February 14-15, 2019**  
Sponsor: Lisa Summers, Secretary

- D. **Enter the e-poll results into the record for the approved travel request for Secretary Lisa Summers to attend the WIEA Legislative Breakfast Meeting in Madison WI - February 19-20, 2019**  
Sponsor: Lisa Summers, Secretary
- E. **Enter the e-poll results into the record for the approved travel request for Councilman Kirby Metoxen to attend NATOW 2020-2021 Strategic and 2019 Conference Planning in Danbury, WI - February 19-21, 2019**  
Sponsor: Lisa Summers, Secretary

## **XI. NEW BUSINESS**

- A. **Set the date for the 2019 Special Election**  
Sponsor: Vicki Cornelius, Chair/Oneida Election Board
- B. **Approve the Deputization Agreement Between the Oneida Nation and the Brown County Sheriff**  
Sponsor: Lisa Summers, Secretary
- C. **Approve the Deputization Agreement Between the Oneida Nation and the Outagamie County Sheriff**  
Sponsor: Lisa Summers, Secretary
- D. **Approve a limited waiver of sovereign immunity - Wisconsin State-Department of Transportation MACH Sub-User's Agreement - file # 2019-0038**  
Sponsor: Lisa Summers, Secretary
- E. **Approve a limited waiver of sovereign immunity - Wisconsin State-Department of Transportation TraCS Sublicense Agreement - file # 2019-0039**  
Sponsor: Lisa Summers, Secretary
- F. **Approve a limited waiver of sovereign immunity - Wisconsin State-Agriculture, Trade & Consumer Protection - file # 2019-0064**  
Sponsor: Patrick Pelky, Division Director/Environmental, Health, Safety & Land
- G. **Approve the Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement**  
Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee
- H. **Approve an exception to resolution # BC-12-27-16-A and start the executive discussion meeting on Tuesday, March 26 2019, at 10:00 a.m.**  
Sponsor: Lisa Summers, Secretary
- I. **Approve the memorandum of understanding - Big Brothers Big Sisters of Northeast Wisconsin - file # 2019-0059**  
Sponsor: Ernie Stevens III, Councilman
- J. **Approve a credit limit increase for OBC corporate credit cards**  
Sponsor: Lisa Summers, Secretary

- K. Repost one (1) vacancy to complete the term ending June 30, 2019 - Oneida Youth Leadership Institute Board of Directors**  
Sponsor: Lisa Summers, Secretary
- L. Repost two (2) vacancies to complete the terms ending July 31, 2019, and one (1) vacancy to complete the term ending July 31, 2020 - Oneida Nation School Board**  
Sponsor: Lisa Summers, Secretary
- M. Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.**  
Sponsor: Lisa Summers, Secretary
- N. Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.**  
Sponsor: Lisa Summers, Secretary

## **XII. REPORTS**

### **A. OPERATIONAL**

- 1. Accept the Human Services FY-2019 1st quarter report (1:30 p.m.)**  
Sponsor: George Skenandore, Division Director/Governmental Services
- 2. Accept the Public Safety FY-2019 1st quarter report (1:30 p.m.)**  
Sponsor: Lisa Summers, Secretary
- 3. Accept the Housing FY-2019 1st quarter report (1:30 p.m.)**  
Sponsor: Dana McLester, Division Director/Comprehensive Housing
- 4. Accept the Utilities, Wells, Wastewater and Septic FY-2019 1st quarter report (2:00 p.m.)**  
Sponsor: Jacque Boyle, Division Director/Public Works
- 5. Accept the Planning, Zoning and Development FY-2019 1st quarter report (2:00 p.m.)**  
Sponsor: Troy Parr, Division Director/Community & Economic Development
- 6. Accept the Government Administration FY-2019 1st quarter report (2:00 p.m.)**  
Sponsor: Trish King, Treasurer

## **XIII. GENERAL TRIBAL COUNCIL**

- A. Approve tentative GTC meeting dates through January 2021**  
Sponsor: Lisa Summers, Secretary

**XIV. EXECUTIVE SESSION****A. REPORTS**

1. **Accept the Bay Bancorporation, Inc. FY-2019 1st quarter executive report (8:30 a.m.)**  
Sponsor: Jeff Bowman, President/Bay Bank
2. **Accept the Oneida ESC Group, LLC. FY-2019 1st quarter executive report (8:45 a.m.)**  
Sponsor: Jacquelyn Zalim, Chair/OESC Board of Managers
3. **Accept the Oneida Seven Generations Corporation FY-2019 1st quarter executive report (9:30 a.m.)**  
Sponsor: Pete King III, Agent/OSGC
4. **Accept the Oneida Airport Hotel Corporation FY-2019 1st quarter executive report (9:45 a.m.)**  
Sponsor: Robert Barton, President/OAHC
5. **Accept the Oneida Golf Enterprise FY-2019 1st quarter executive report (11:00 a.m.)**  
Sponsor: Chad Fuss, Agent/OGE
6. **Accept the Environmental, Health, Safety & Land FY-2019 1st quarter executive report (11:30 a.m.)**  
Sponsor: Patrick Pelky, Division Director/Environmental, Health, Safety & Land
7. **Accept the Comprehensive Housing FY-2019 1st quarter executive report (11:45 a.m.)**  
Sponsor: Dana McLester, Division Director/Comprehensive Housing
8. **Accept the Human Resources FY-2019 1st quarter executive report (1:30 p.m.)**  
Sponsor: Geraldine Danforth, Area Manager/Human Resources
9. **Accept the Retail Enterprise FY-2019 1st quarter executive report (1:45 p.m.)**  
Sponsor: Michele Doxtator, Area Manager/Retail Profits
10. **Accept the Gaming General Manager FY-2019 1st quarter executive report (10:30 a.m.)**  
Sponsor: Louise Cornelius, Gaming General Manager
11. **Accept the Emergency Management FY-2019 1st quarter executive report (2:15 p.m.)**  
Sponsor: Kaylynn Gresham, Director/Emergency Management
12. **Accept the Intergovernmental Affairs, Communications, and Self-Governance February 2019 report (2:30 p.m.)**  
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs
13. **Accept the Chief Counsel report**  
Sponsor: Jo Anne House, Chief Counsel

**B. STANDING ITEMS****1. ONEIDA GOLF ENTERPRISE CORPORATION - LADIES PROFESSIONAL GOLF ASSOCIATION**

- a. Accept the Thornberry Creek LPGA Classic February 2019 report (11:15 a.m.)**

Sponsor: Chad Fuss, Agent/Oneida Golf Enterprise

**C. AUDIT COMMITTEE****1. Accept the November 15, 2018, regular Audit Committee meeting minutes**

Sponsor: David P. Jordan, Councilman

**2. Accept the Gaming Contracts compliance/financial audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**3. Accept the Bingo compliance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**4. Accept the Player Tracking compliance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**5. Accept the Slots Year End compliance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**6. Accept the Table Games compliance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**7. Accept the Title 31 compliance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**8. Accept the Behavioral Health performance assurance audit and lift the confidentiality requirement**

Sponsor: David P. Jordan, Councilman

**9. Accept the Audit Committee FY-2019 1st quarter report**

Sponsor: David P. Jordan, Councilman

**D. NEW BUSINESS****1. Approve the attorney contract - Hobb Straus Dean and Walker LLP - file # 2019-0139**

Sponsor: Jo Anne House, Chief Counsel

**2. Review application(s) for five (5) vacancies - Oneida Personnel Commission**

Sponsor: Lisa Summers, Secretary



- b3. **File # 2018-DR06-02 - Accept the update and determine the appropriate next steps**  
Sponsor: Lisa Summers, Secretary
- 4. **Enter the e-poll results into the record for the approved requested action listed the memorandum dated February 13, 2019, regarding the OGE Agent**  
Sponsor: Lisa Summers, Secretary
- 5. **Enter the e-poll results into the record for the approved requested action listed the memorandum dated February 14, 2019, regarding the 2004 judgement - case # 5:70-cv-00035-LEK**  
Sponsor: Lisa Summers, Secretary

## **XV. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://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/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)

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

**Oneida Business Committee Agenda Request**

Presentation of donation to the Town of Oneida by the Oneida Nation

**1. Meeting Date Requested:** 02 / 27 / 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:

Present the Town of Oneida with the check for \$88,699.42 for the purpose of purchasing a fire truck

Donation comes from Self-Governance Community Fire Protection Funds

**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 Oneida Business Committee adopted BC 01-23-19-A titled Authorizing the Transfer of Self-Governance Funds to the Town of Oneida for Fire Protection Services.

The Oneida Nation receives recurring Self-Governance funds for the purpose of providing fire protection services for its Community members. These funds are to be used for support Tribal staff, training volunteer firefighters, repairing existing firefighting equipment, purchasing additional equipment and more. The Oneida Nation does not have its own fire department and relies on local municipalities to aid in fire protection.

The Oneida Nation and the Town of Oneida enjoy a relationship of mutual trust and respect and both the Nation and Town of Oneida exercise jurisdiction and provide governmental services within their respective territories, and both recognize the importance of collaborative efforts to mitigate costs associated with providing governmental services.

The Town of Oneida provides fire protection services to the Oneida Nation and its members; therefore, the Oneida Nation is presenting the Town of Oneida for a check in the amount of \$88,699.42 paid for by Self-Governance funds designated for Community Fire Protection services from FY 2011-2018.

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

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

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

Oneida Business Committee Agenda Request

Present Certificate of Appreciation for Public Service

1. Meeting Date Requested: 02 / 27 / 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:

Present Certificate of Appreciation for Public Service

3. Supporting Materials

- ☐ Report ☐ Resolution ☐ Contract
- ☒ Other:

- |   |    |
|---|----|
| 1. Certificate of Appreciation for Public Service | 3. |
| 2. Handout will be provided                       | 4. |

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Tehassi Hill, Chairman

Primary Requestor/Submitter:   
Your Name, Title / Dept. or Tribal Member

Additional Requestor:   
Name, Title / Dept.

Additional Requestor:   
Name, Title / Dept.

**Oneida Business Committee Agenda Request**

## Special Recognition for Years of Service

**1. Meeting Date Requested:** 02 / 27 / 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:

1st Quarter 2019 Group 3 - Presentation of Years of Service Certificates and Award to twenty-three (23) employees by their immediate supervisor along with the Business Committee.

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

Primary Requestor/Submitter:

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Your Name, Title / Dept. or Tribal Member

Additional Requestor:

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Name, Title / Dept.

Additional Requestor:

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Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

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

The number of recipients for 1st quarter 2019 is 71 as compared to an approximate average of 20 recipients in past quarters, therefore, we broke the 1st quarter recipients into 3 groups. The first group was recognized on December 12, followed by the 2nd group on January 23rd. This is the last group for 1st quarter 2019.

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

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## YEARS OF SERVICE RECIPIENTS 1ST QUARTER 2019 OCTOBER - DECEMBER

NAME	SUPERVISOR	DOH	YOS	FEBRUARY 13TH
ASKENETTE,ORIN	REED,WILLIAM J	Nov 1, 1993	25	
BERGER,DUANE	REED,WILLIAM J	Nov 1, 1993	25	
MERTENS,TIMOTHY P	REED,WILLIAM J	Nov 1, 1993	25	
DUFFY,WILLIAM J	REED,WILLIAM J	Nov 15, 1993	25	
XIONG,YIA	REED,WILLIAM J	Nov 15, 1993	25	
LEGARE,SHARON	SANTIAGO,CHERICE A	Nov 15, 1993	25	
MCDONALD,LISA M	SANTIAGO,CHERICE A	Nov 22, 1993	25	
MAUER,SANDRA J	SANTIAGO,CHERICE A	Dec 1, 1993	25	
HAMM,MARY A	SCHUYLER,LEE A	Nov 21, 1993	25	
CALDWELL,DIANA L	SCHUYLER,SHIRLEY J	Nov 11, 1993	25	
BOSACKI,LAURA G	SHAMPO,RHONDA R	Nov 15, 1993	25	
DENNY,LORNA A	SMITH,WESLEY J	Nov 8, 1993	25	
KLESCEWSKI,DEANNA M	SOMERS,OWEN R	Nov 15, 1993	25	
SCHIRCK SMITH,BETH A	STENSLOFF,PATRICK W	Dec 22, 1993	25	
LARA,DAWN M	STEVENS,SHELLY L	Oct 14, 1993	25	
LAROCK,JOAN	STEVENS,SHELLY L	Nov 29, 1993	25	
BEBEAU,HAROLD	SUMMERS,JR,ORVILLE E	Oct 21, 1993	25	
LARSCHIED,LAWRENCE R	SUMMERS,JR,ORVILLE E	Dec 21, 1993	25	
MCLEOD,CHANTEL	TORREZ,THERESA M	Nov 29, 1993	25	
TORRES,WILLIAM P	TRUTTMANN,BARBARA J	Nov 30, 1993	25	
KING,RENA M	VAUGHN,AMMY J	Dec 29, 1993	25	
SCHOENEBECK,KEVIN	WATERSTREET,RYAN D	Nov 9, 1993	25	
SKENANDORE,DANIEL W	WITEK,PAUL J	Dec 20, 1993	25	



**Oneida Business Committee Agenda Request**

Oneida Nation Veterans Affairs Committee - George Greendeer and James Martin

**1. Meeting Date Requested:** 02 / 27 / 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:

Administer Oath of Office to George Greendeer and James Martin for 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](mailto:BC_Agenda_Requests@oneidanation.org)

**Oneida Business Committee Agenda Request**

Oneida Pow-wow Committee - Worden Shane Webster, Alva Fiddler, Sonny Nacotee, and Floyd Silas

**1. Meeting Date Requested:** 02 / 27 / 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:

Administer Oath of Office to Worden Shane Webster, Alva Fiddler, Sonny Nacotee, and Floyd Silas Jr. for 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

Southeastern Wisconsin Oneida Tribal Services Advisory Board - Arthur Elm III, Michael Coleman, and

1. Meeting Date Requested: 02 / 27 / 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 Arthur Elm III, Michael Coleman, and Tracie Sparks for the Southeastern Wisconsin Oneida Tribal Services Advisory 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:

Administer Oath of Office to Arthur Elm III, Michael Coleman, and Tracie Sparks for the Southeastern Wisconsin Oneida Tribal Services Advisory Board.

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

**Oneida Business Committee Agenda Request**

Approve the January 18, 2019, special Business Committee meeting minutes

**1. Meeting Date Requested:** 02 / 27 / 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.

**DRAFT****Oneida Business Committee**

Special Meeting  
8:30 AM Friday, January 18, 2019  
BC Conference Room, 2nd floor, Norbert Hill Center

**Minutes****SPECIAL MEETING**

**Present:** Chairman Tehassi Hill, Treasurer Trish King, Secretary Lisa Summers, Council members: David Jordan, Kirby Metoxen, Ernest Stevens III, Jennifer Webster;

**Not Present:** Councilman Daniel Guzman King;

**Arrived at:** Vice-Chairman Brandon Stevens at 9:12 a.m.;

**Others present:** Jo Anne House, Ralinda Ninham-Lamberies, Lisa Liggins;

**I. CALL TO ORDER**

*Meeting called to order by Chairman Tehassi Hill at 8:30 a.m.*

*For the record: Councilman Daniel Guzman King is on vacation.*

**II. OPENING**

*Opening provided by Chairman Tehassi Hill.*

**III. ADOPT THE AGENDA (00:03:58)**

Motion by Lisa Summers to adopt the agenda with one (1) change [add item entitled Approve the annual expectations and 90-day performance evaluation for DR19 under Executive Session], seconded by David P. Jordan. Motion carried:

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

Not Present: Brandon Stevens, Daniel Guzman King

**DRAFT****IV. STANDING COMMITTEES****A. LEGISLATIVE OPERATING COMMITTEE**

1. **Approve the adoption packet for Sanctions and Penalties law for consideration at the February 24, 2019, special GTC meeting (00:04:36)**

Sponsor: David P. Jordan, Councilman

Motion by Lisa Summers to approve the adoption packet for Sanctions and Penalties law for consideration at the February 24, 2019, special GTC meeting, seconded by Ernie Stevens III. Motion carried:

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

**V. GENERAL TRIBAL COUNCIL****A. PETITIONER GINA D. POWLESS - RESCINDING THE REMOVAL LAW**

1. **Accept the legal review (00:07:43)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Summers to accept the legal review, seconded by Jennifer Webster. Motion carried:

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

2. **Accept the fiscal impact statement (00:08:33)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to accept the fiscal impact statement, seconded by Ernie Stevens III. Motion carried:

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

# DRAFT

## B. PETITIONER SCOTT KOSBAB - CREATING A TERM LIMITS LAW

### 1. Accept the legal review (00:09:40)

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Summers to accept the legal review, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens, Daniel Guzman King

### 2. Accept the fiscal impact statement (00:10:22)

Sponsor: Larry Barton, Chief Financial Officer

Motion by Lisa Summers to accept the fiscal impact statement, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens, Daniel Guzman King

## C. MEETING NOTICE AND MATERIALS

### 1. Approve notice and materials for February 24, 2019, tentatively scheduled special GTC meeting (00:10:49)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve notice and materials for February 24, 2019, tentatively scheduled special GTC meeting, seconded by Lisa Summers. Motion carried:

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

Not Present: Brandon Stevens, Daniel Guzman King

## VI. EXECUTIVE SESSION

Motion by Lisa Summers to go into executive session at 8:41 a.m., seconded by David P. Jordan. Motion carried:

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

Not Present: Brandon Stevens, Daniel Guzman King

*Vice-Chairman Brandon Stevens arrived at 9:12 a.m.*

Motion by Lisa Summers to come out of executive session at 10:23 a.m., seconded by David P. Jordan. Motion carried:

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

Not Present: Daniel Guzman King

*Roll call for the record:*

*Present: Chairman Tehassi Hill; Vice-Chairman Brandon Stevens; Councilman David P. Jordan; Treasurer Trish King; Councilman Kirby Metoxen; Councilman Ernie Stevens III; Secretary Lisa Summers; Councilwoman Jennifer Webster;*

*Not Present: Councilman Daniel Guzman King;*

**DRAFT****A. NEW BUSINESS****1. Approve the annual expectations and 90-day performance evaluation for DR19 (00:12:20)**

Sponsor: Tehassi Hill, Chairman

Motion by Lisa Summers to approve the annual expectations for DR19, as amended, seconded by Ernie Stevens III. Motion carried:

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

Not Present: Daniel Guzman King

Motion by Lisa Summers to defer the 90-day performance evaluation for DR19 to the February 19, 2019, BC Work Session, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Daniel Guzman King

**VII. ADJOURN**

Motion by Lisa Summers to adjourn at 10:25 a.m., seconded by David P. Jordan. Motion carried:

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

Not Present: Daniel Guzman King

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

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

**Oneida Business Committee Agenda Request**

Approve the January 23, 2019, regular Business Committee meeting minutes

**1. Meeting Date Requested:** 02 / 27 / 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.

**DRAFT****Oneida Business Committee**

**Executive Session**  
**10:00 AM Tuesday, January 22, 2019**  
**Executive Conference Room, 2nd floor, Norbert Hill Center**

**Regular Meeting**  
**8:30 AM Wednesday, January 23, 2019**  
**BC Conference Room, 2nd floor, Norbert Hill Center**

**Minutes**

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**EXECUTIVE SESSION**

**Present:** Chairman Tehassi Hill, Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King, David Jordan, Ernie Stevens III, Jennifer Webster;

**Not Present:** n/a

**Arrived at:** Vice-Chairman Brandon Stevens at 10:23 a.m., at 10:09 a.m.;

**Others present:** Jo Anne House, Larry Barton, Melinda J. Danforth, Laura Laitinen-Warren, Debra Danforth, Troy Parr, Joanie Buckley, Jacque Boyle, Josh Doxtator, Teo Sodeman, Jon-Paul Genet;

**REGULAR MEETING**

**Present:** Chairman Tehassi Hill, Treasurer Trish King, Secretary Lisa Summers, Council members: Daniel Guzman King, David Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

**Not Present:** n/a

**Arrived at:** Vice-Chairman Brandon Stevens at 8:35 a.m.;

**Others present:** Jo Anne House, Larry Barton, Brooke Doxtator, Michele Doxtator, Taylor Oudenhoven, Yako Webster, Stacy Buckley, Schuyler Ryerse, Tanya Arce, Brandy Sewell, Yvette Peguero, Artley Skenandore, Ken Fisher, Pete Marto, Jennifer Sommers, Geraldine Danforth, Yasiman Metoxen, James Petitjean, William Doxtator, Eric Boulanger, Ronald King Jr., Kim Laluzerne, Irving Rabideau, Robert Schuyler, Todd Graves, Craig Heinz, Dakota House, Patrick Young, Tina Moore, Sarah Rohr, Nancy Lison, Deborah Gustafson, Diana King, Holly Schmidt, Sharon Mousseau, Linda Jenkins, Laurie Heider, Richard Van Boxtel, Leyne Orosco, Leander Danforth, Dan King, Raymond Elm, Kerry Metoxen, Dale Webster, John Breuninger, Chris J. Cornelius, Jeff Witte, Carol Silva, Ralph Powless Jr., Justin Mehojah, Edward Metoxen, Rosa Laster, Jessica Wallenfang, Debbie Melchert, Cathy Bachhuber, April Skenandore, Jeff Bowman, Nathan King, Candice Skenandore, Jen Falck, Clorissa Santiago, Paul Witek, Dennis Johnson, Nancy Barton, Debra Danforth, Joanie Buckley, Forrest Pelky, Laura Manthe, Eugene Schubert, Sylvia Cornelius, Kristine Hill; Brian Doxtator, Bob Schuyler, Beverly Schuyler, Dawn Walschinski, Lloyd Powless, Sharon Powless;

**I. CALL TO ORDER**

*Meeting called to order by Chairman Tehassi Hill at 8:31 a.m.*

# DRAFT

## II. OPENING

*Opening provided by Chairman Tehassi Hill.*

*Vice-Chairman Brandon Stevens arrived at 8:35 a.m.*

### A. Presentation of grants to Exxon/Mobil Education Alliance program recipients

Sponsor: Michele Doxtator, Area Manager/Retail Profits

*Taylor Oudenhoven presented a \$500 grant to Yvette Peguero for the Oneida Nation Elementary School; Yako Webster presented \$500 grant to Artley Skenandore for the Oneida Nation High School; Stacy Buckley presented \$500 grant to Ken Fisher for the Freedom Middle School; Schuyler Ryerse presented \$500 grant to Pete Marto for Pioneer Elementary School; Tanya Arce presented \$500 grant to Hillcrest Elementary School; Brandy Sewell presented \$500 grant to Jennifer Sommers for Lannoye Elementary School;*

### B. Special Recognition for Years of Service

Sponsor: Geraldine Danforth, Area Manager/Human Resources

*Special Recognition by James Petitjean of William Doxtater (25 years of service); Special Recognition by Eric Boulanger of Ronald King Jr. (25 years of service); Special Recognition by Kim Laluzerne of Irving Rabideau (25 years of service); Special Recognition by Kim Laluzerne of Robert Schuyler (25 years of service); Special Recognition by Todd Graves of Craig Heinz (25 years of service); Special Recognition by Dakota House of Patrick Young (25 years of service); Special Recognition by Tina Moore of Sarah Rohr (25 years of service); Special Recognition by Tina Moore of Nancy Lison (25 years of service); Special Recognition by Tina Moore of Deborah Gustafson (25 years of service); Special Recognition by Diana King of Holly Schmidt (25 years of service); Special Recognition by Sharon Mousseau of Linda Jenkins (25 years of service); Special Recognition by Kim Laluzerne of Laurie Heider (25 years of service); Special Recognition of the following individuals who could not be present: Robert Benjamin (25 years of service); Ted Gillis (25 years of service); Margaret Brusky (25 years of service); Judith Vanlanen (25 years of service); Pamela Rueben (25 years of service); Leanne Doxtater (25 years of service); Rhonda Shampo (25 years of service); Jamie Spencer Sr. (25 years of service); Douglas Vandenheuvel (25 years of service); Anthony Joslin (25 years of service); Ruth Long (25 years of service); Mary Smith (25 years of service); Michael Demuth (25 years of service); Connie Hill (25 years of service); Holly Genskow Lapalm (25 years of service);*

### C. Special recognition of retirement - Rich Van Boxel, Chief of Police

Sponsor: Ernie Stevens III, Councilman

*Special Recognition by Oneida Veterans. Eagle feather presented to Rich Van Boxel by Kerry Metoxen, Dan King, Leander Danforth, Raymond Elm.*

### D. Presentation of distribution to the Oneida Nation by Bay Bancorporation, Inc.

Sponsor: Jeff Bowman, President/Bay Bancorporation Inc

*Bay Bancorporation Inc. representatives Jeff Bowman, President/Bay Bankm and Nathan King, Vice-President/Bay Bank, present a check for distribution of profits in the amount of \$100,000 to the Oneida Nation.*

# DRAFT

## III. ADOPT THE AGENDA (00:33:22)

Motion by David P. Jordan to adopt the agenda with three (3) changes [1) add item X.J. Approve the Sanitation Facilities Project # BE-18-K34 amendment # 1 - US Indian Health Service-Bemidji Area - file # 2018-0642; 2) add item XI.A.7. Accept the Office 365 and SharePoint roadmap presentation as information, noting this item will be scheduled for 1:15 p.m.; and 3) add item XIII.C.4. Complaint # 2019-CC-01 - Determine next steps], seconded by Kirby Metoxen. Motion carried:

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

## IV. OATH OF OFFICE (00:34:41)

*Oath of Office administered by Secretary Lisa Summers.*

- A. Chief of Police, Oneida Police Department - Eric Boulanger**  
Sponsor: Sandra Reveles, Chair/Oneida Police Commission

## V. MINUTES

- A. Approve the January 9, 2019, regular Business Committee meeting minutes (00:35:48)**  
Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to approve the January 9, 2019, regular Business Committee meeting minutes, seconded by Ernie Stevens III. Motion carried:

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

## VI. RESOLUTIONS

- A. Adopt resolution entitled Authorizing the Transfer of Self-Governance Funds to the Town of Oneida for Fire Protection Services (00:36:16)**  
Sponsor: Lisa Summers, Secretary

Motion by Lisa Summers to adopt resolution 01-23-19-A Authorizing the Transfer of Self-Governance Funds to the Town of Oneida for Fire Protection Services, seconded by Jennifer Webster. Motion carried:

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

Motion by Lisa Summers to direct the Chairman's Office and Self-Governance to coordinate a check presentation to the Town of Oneida regarding the adopted resolution, seconded by Kirby Metoxen. Motion carried:

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

**DRAFT**

**B. Adopt resolution entitled Support of Enacting Legislation to Ensure Medicaid Fulfills the Federal Trust Responsibility of American Indians/Alaska Natives (00:38:22)**

Sponsor: Jennifer Webster, Councilwoman

Motion by Jennifer Webster to adopt resolution 01-23-19-B Support of Enacting Legislation to Ensure Medicaid Fulfills the Federal Trust Responsibility of American Indians/Alaska Natives, seconded by Lisa Summers. Motion carried:

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

**C. Adopt resolution entitled Allocation of Bay Bancorporation Dividends and Revenues to the Economic Development, Diversification and Community Development Fund (00:39:32); (01:53:10)**

Sponsor: David P. Jordan, Councilman

Motion by Brandon Stevens to table this item to be addressed later in the agenda when the resolutions [a revision to the proposed resolution for item VI.C. and a revision to BC resolution # 12-18-18-B] can be considered, seconded by Lisa Summers. Motion carried:

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

*For the record: Treasurer Trish King stated although I appreciate the discussion now and reconsideration and all of that although we did have this discussion prior and the reasons for that was because of the accounting for the interest earned, there needs to be a stronger relationship between Finance and Economic Development because that's where the confusion was happening. Because we weren't able to balance the Economic, Troy's department, with the funds that were coming from the Accounting Department. So it needs to be understood that the request came from Economic Development to actually only put the principle in and allow the tribe to earn the dividend, I mean the interest on that dividend more like administrative responsibility. Now, understanding that, we originally intended this fund to grow and originally when we presented it, that's what our intent was. The request came back later, we supported that now I just want to go on record to note that we're going to realign that decision and refocus it and make it more clear that this is absolutely the intent to make the fund grow. Also understanding that it's going to be used and it's not an endowment and making that absolutely clear. I just want everyone to understand that because I don't want this coming back for a fourth time and we're going to try and get it lined up again. So it's really our administrative procedures, our setting up of accounts, our oversight of those accounts and making sure that we all understand the direction that we're giving is clear and concise. Thank you.*

*Item VII.A.1. is addressed next.*

Motion by Brandon Stevens to take this item from the table , seconded by Daniel Guzman King. Motion carried:

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

Motion by Brandon Stevens to adopt resolution 01-23-19-C Updating and Clarifying Access to the Economic Development, Diversification and Community Development Fund As Amended, seconded by Lisa Summers. Motion carried:

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

Motion by Brandon Stevens to adopt resolution 01-23-19-D Allocation of Bay Bancorporation Dividends and Revenues to the Economic Development, Diversification and Community Development Fund, seconded by Jennifer Webster. Motion carried:

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

**DRAFT**

*Item XIII. is addressed next.*

**VII. STANDING COMMITTEES****A. FINANCE COMMITTEE**

1. **Approve the January 14, 2019, regular Finance Committee meeting minutes (00:48:40)**

Sponsor: Trish King, Treasurer

Motion by Jennifer Webster to approve the January 14, 2019, regular Finance Committee meeting minutes, seconded by David P. Jordan. Motion carried:

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

**B. LEGISLATIVE OPERATING COMMITTEE**

1. **Accept the January 2, 2019, regular Legislative Operating Committee meeting minutes (00:49:03)**

Sponsor: David P. Jordan, Councilman

Motion by Lisa Summers to accept the January 2, 2019, regular Legislative Operating Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

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

2. **Accept the January 7, 2019, special Legislative Operating Committee meeting minutes (00:49:30)**

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the January 7, 2019, special Legislative Operating Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

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

3. **Accept the Children's Code Implementation quarterly update (00:49:58)**

Sponsor: David P. Jordan, Councilman

Motion by Jennifer Webster to accept the Children's Code Implementation quarterly update, seconded by Daniel Guzman King. Motion carried:

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

Not Present: Kirby Metoxen

*Councilman Kirby Metoxen left at 9:55 a.m.*

**DRAFT****4. Accept the Oneida Personnel Commission update (00:58:59)**

Sponsor: David P. Jordan, Councilman

Motion by David P. Jordan to accept the Oneida Personnel Commission update, seconded by Lisa Summers. Motion carried:

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

Not Present: Kirby Metoxen

**C. QUALITY OF LIFE COMMITTEE****1. Accept the December 13, 2018, regular Quality of Life Committee meeting minutes (01:02:05)**

Sponsor: Brandon Stevens, Vice-Chairman

*Councilman Kirby Metoxen returned at 10:06 a.m.*

Motion by Brandon Stevens to accept the December 13, 2018, regular Quality of Life Committee meeting minutes, seconded by David P. Jordan. Motion carried:

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

Abstained: Kirby Metoxen

**VIII. TRAVEL REPORTS****A. Approve the travel report - Councilman Kirby Metoxen - Region XI American Indian and Alaska Native National Training Conference - Albuquerque, NM - November 26-29, 2018 (01:02:30)**

Sponsor: Kirby Metoxen, Councilman

Motion by David P. Jordan to approve the travel report from Councilman Kirby Metoxen for the Region XI American Indian and Alaska Native National Training Conference in Albuquerque, NM - November 26-29, 2018, seconded by Jennifer Webster. Motion carried:

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

Abstained: Kirby Metoxen

**DRAFT****IX. TRAVEL REQUESTS****A. Approve the travel request - Secretary Lisa Summers and Councilwoman Jennifer Webster - 2019 Self-Governance Consultation Conference - Traverse City, MI - March 30-April 5, 2019 (01:03:20)**

Sponsor: Lisa Summers, Secretary and Jennifer Webster, Councilwoman

Motion by David P. Jordan to approve the travel request for Secretary Lisa Summers and Councilwoman Jennifer Webster to attend the 2019 Self-Governance Consultation Conference in Traverse City, MI - March 30-April 5, 2019, seconded by Kirby Metoxen. Motion carried:

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

*For the record: The liaison resolution included in the packet is not the most current; it will be corrected for the record.*

**B. Approve the travel request - Chairman Tehassi Hill, Councilman Kirby Metoxen, and additional OBC member(s) - Midwest Alliance of Sovereign Tribes Impact Week - Washington DC - March 5-8, 2019 (01:04:40)**

Sponsor: Tehassi Hill, Chairman

Motion by Lisa Summers to approve the travel request for Chairman Tehassi Hill, Council members Kirby Metoxen and Jennifer Webster, and one (1) additional OBC member, as needed, to attend the Midwest Alliance of Sovereign Tribes Impact Week in Washington DC - March 5-8, 2019, seconded by David P. Jordan. Motion carried:

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

Abstained: Kirby Metoxen

**C. Approve the travel request - OBC Members - 2019 National Indian Gaming Association Trade Show - San Diego, CA - March 31-April 5, 2019 (01:07:00)**

Sponsor: Tehassi Hill, Chairman

Motion by Trish King to deny the travel request for OBC Members to attend the 2019 National Indian Gaming Association Trade Show in San Diego, CA - March 31-April 5, 2019, . Motion failed for lack of support.

Motion by Lisa Summers to approve the travel request for Vice-Chairman Brandon Stevens and Councilman David P. Jordan to attend the 2019 National Indian Gaming Association Trade Show in San Diego, CA - March 31-April 5, 2019, seconded by Jennifer Webster. Motion carried:

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

Opposed: Trish King

Abstained: Brandon Stevens, David P. Jordan

**DRAFT**

**D. Approve the travel request - Councilman Daniel Guzman King - National Congress of American Indians 2019 Executive Council Winter Session - Washington DC - February 11-15, 2019 (01:10:48)**

Sponsor: Daniel Guzman King, Councilman

Motion by Lisa Summers to approve the travel request for Vice-Chairman Brandon Stevens, Council members Daniel Guzman King and Kirby Metoxen, and one (1) additional OBC member to attend the National Congress of American Indians 2019 Executive Council Winter Session in Washington DC - February 11-15, 2019, seconded by Jennifer Webster. Motion carried:

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

Abstained: Kirby Metoxen

**E. Approve the travel request - Councilman Daniel Guzman King - Annual Indigenous Farming and Anishinaabe Hemp Conference - Callaway, MN - February 28-March 3, 2019 (01:13:15)**

Sponsor: Daniel Guzman King, Councilman

Motion by Lisa Summers to approve the travel request for Councilman Daniel Guzman King to attend the Annual Indigenous Farming and Anishinaabe Hemp Conference in Callaway, MN - February 28-March 3, 2019, noting Councilman Daniel Guzman King will consider the federal government shutdown when exercising his discretion to attend, seconded by Ernie Stevens III. Motion carried:

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

Opposed: Jennifer Webster

Abstained: Daniel Guzman King

**F. Enter the e-poll results into the record for the failed travel request - Councilman Daniel Guzman King - 2019 State Inaugural Gala - Madison, WI - January 7-8, 2019 (01:17:12)**

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to enter the e-poll results into the record for the failed travel request for Councilman Daniel Guzman King to attend the 2019 State Inaugural Gala in Madison, WI - January 7-8, 2019, seconded by David P. Jordan. Motion carried:

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

**DRAFT****X. NEW BUSINESS****A. Accept the Homeless Shelter survey update as information (01:17:44)**

Sponsor: Jennifer Webster, Councilwoman

*Councilman Ernie Stevens III left at 10:28 a.m.**Secretary Lisa Summers left at 10:29 a.m.**Councilman Ernie Stevens III returned at 10:32 a.m.*

Motion by David P. Jordan to accept the Homeless Shelter survey update as information, seconded by Brandon Stevens. Motion carried:

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

Not Present: Lisa Summers

**B. Approve the activation of FY2019 CIP Funds - #07-002 SSB Remodeling - Phase V (01:23:45)**

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

*Councilman David P. Jordan left at 10:38 a.m.**Secretary Lisa Summers returned at 10:40 a.m.**Councilman David P. Jordan returned at 10:41 a.m.*

Motion by Jennifer Webster to approve the activation of \$1,984,000 from the approved FY2019 CIP Budget for CIP #07-002 SSB Remodeling - Phase V, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by Trish King. Motion carried:

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

**C. Approve the activation of FY2019 CIP funds - #14-002 Cemetery Improvements (01:31:26)**

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

*Chairman Tehassi Hill left at 10:51 a.m.**Chairman Tehassi Hill returned at 10:54 a.m.*

Motion by Lisa Summers to approve the activation of \$208,000 from the approved FY2019 CIP Budget for CIP #14-002 Cemetery Improvements, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by Jennifer Webster. Motion carried:

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

**DRAFT****D. Approve the activation of FY2019 CIP funds - #14-012 Oneida Farms Barn & Manure Storage (01:37:01)**

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

*Councilwoman Jennifer Webster left at 10:56 a.m.*

Motion by Brandon Stevens to approve the activation of \$630,000 from the approved FY2019 CIP Budget for CIP #14-012 Oneida Nation Barn & Manure Storage, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by Trish King. Motion carried:

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

**E. Approve the activation of FY2019 CIP funds - #15-003 NHC Remodeling - Phase VIII (01:39:20)**

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

*Councilwoman Jennifer Webster returned at 11:00 a.m.*

Motion by Kirby Metoxen to approve the activation of \$1,511,000 from the approved FY 2019 CIP Budget for CIP #15-003 NHC Remodeling - Phase VIII, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by Brandon Stevens. Motion carried:

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

**F. Approve the activation of FY2019 CIP funds - #16-008 OFF Facility Improvements (01:40:50)**

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

Motion by Jennifer Webster to approve the activation of \$718,000 from the approved FY2019 CIP Budget for CIP #16-008 O.F.F. Facility Improvements, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by Daniel Guzman King. Motion carried:

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

**G. Approve the activation of FY2019 CIP funds - #23-005 Residential Home Sites (01:42:31)**

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

Motion by Kirby Metoxen to approve the activation of \$490,000 from the approved FY2019 CIP Budget for CIP #23-005 Residential Home Sites, with cash flow management coordinated with the CFO, until the end of the federal government shutdown, seconded by David P. Jordan. Motion carried:

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

**DRAFT****H. Review Poker rules of play and determine appropriate next steps (01:44:43)**

Sponsor: Matthew W. Denny, Chair/Oneida Gaming Commission

Motion by Brandon Stevens to accept the notice of the Poker rules of play approved by the Oneida Gaming Commission on December 27, 2018, and direct notice to the Gaming Commission there are no requested revisions under section 501.6-14(d), seconded by David P. Jordan. Motion carried:

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

**I. Approve the Oneida Nation and Northeast Wisconsin Technical College charter - file # 2018-1549 (01:47:51)**

Sponsor: Tehassi Hill, Chairman

Motion by Lisa Summers to approve the Oneida Nation and Northeast Wisconsin Technical College charter - file # 2018-1549, seconded by Jennifer Webster. Motion carried:

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

**J. Approve the Santiation Facilities Project # BE-18-K34 amendment # 1 - US Indian Health Service-Bemidji Area - file # 2018-0642 (01:48:40)**

Sponsor: Jacque Boyle, Division Director/Public Works

Motion by Daniel Guzman King to approve the Santiation Facilities Project # BE-18-K34 amendment # 1 - US Indian Health Service-Bemidji Area - file # 2018-0642, seconded by David P. Jordan. Motion carried:

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

*Item XII.A. is addressed next.*

**XI. REPORTS (01:59:15)**

*Vice-Chairman Brandon Stevens call meeting to order at 1:26 p.m.*

*Roll call for the record:*

*Present: Vice-Chairman Brandon Stevens; Councilman Daniel Guzman King; Treasurer Trish King; Councilman Kirby Metoxen; Councilman Ernie Stevens III; Secretary Lisa Summers; Councilwoman Jennifer Webster;*

*Not Present: Chairman Tehassi Hill; Councilman David P. Jordan;*

*Item XI.A.7. is addressed next.*

**DRAFT****A. OPERATIONAL****1. Accept the Health Care Service Group FY-2019 1st quarter report (02:12:27)**

Sponsor: Debra Danforth & Dr. Ravinder Vir, Division Directors/Comprehensive Health-Operations & Medical

*Councilman Ernie Stevens III left at 1:46 p.m.*

*Councilman David P. Jordan left at 1:47 p.m.*

*Councilman David P. Jordan returned at 1:50 p.m.*

*Councilman Ernie Stevens III returned at 1:54 p.m.*

Motion by David P. Jordan to accept the Health Care Service Group FY-2019 1st quarter report, seconded by Kirby Metoxen. Motion carried:

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

**2. Accept the Protection and Preservation of Natural Resources Service Group FY-2019 1st quarter report (02:25:08)**

Sponsor: Trish King, Treasurer

*Chairman Tehassi Hill left at 2:05 p.m.*

*Chairman Tehassi Hill returned at 2:07 p.m.*

Motion by Jennifer Webster to accept the Protection and Preservation of Natural Resources Service Group FY-2019 1st quarter report, seconded by David P. Jordan. Motion carried:

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

**DRAFT**

**3. Accept the Protection and Preservation of Oneida Culture and Language Service Group FY-2019 1st quarter report (02:31:39)**  
Sponsor: Trish King, Treasurer

*Chairman Tehassi Hill recessed the meeting at 2:19 p.m. for fifteen (15) minutes.*

*Chairman Tehassi Hill called meeting to order at 2:35 p.m.<sup>1</sup>*

*Roll call for the record:*

*Present: Chairman Tehassi Hill; Vice-Chairman Brandon Stevens; Councilman Daniel Guzman King; Councilman David P. Jordan; Treasurer Trish King; Councilman Kirby Metoxen; Councilman Ernie Stevens III; Secretary Lisa Summers; Councilwoman Jennifer Webster;*

Motion by Daniel Guzman King to go into executive session at 3:02 p.m., seconded by Jennifer Webster. Motion carried:

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

Motion by Lisa Summers to come out of executive session at 6:31 p.m., seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

*Roll call for the record:*

*Present: Chairman Tehassi Hill; Councilman Daniel Guzman King; Treasurer Trish King; Councilman Kirby Metoxen; Secretary Lisa Summers; Councilwoman Jennifer Webster;*  
*Not Present: Vice-Chairman Brandon Stevens; Councilman David P. Jordan; Councilman Ernie Stevens III;*

Motion by Lisa Summers to accept the Protection and Preservation of Oneida Culture and Language Service Group FY-2019 1st quarter report, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**4. Accept the Education and Literacy Service Group FY-2019 1st quarter report (02:53:00)**  
Sponsor: Trish King, Treasurer

Motion by Lisa Summers to accept the Education and Literacy Service Group FY-2019 1st quarter report, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

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<sup>1</sup> Call to order was not captured on audio or video recording.

**DRAFT****5. Accept the Economic Enterprises Service Group FY-2019 1st quarter report (02:53:20)**

Sponsor: Trish King, Treasurer

Motion by Kirby Metoxen to accept the Economic Enterprises Service Group FY-2019 1st quarter report, seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**6. Accept the Building and Property Maintenance Service Group FY-2019 1st quarter report (02:53:37)**

Sponsor: Jacque Boyle, Division Director/Public Works

Motion by Jennifer Webster to accept the Building and Property Maintenance Service Group FY-2019 1st quarter report, seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

*Item XIII.A.1. is addressed next.*

**7. Accept the Office 365 and SharePoint roadmap presentation as information (01:59:50)**

Sponsor: Joanie Buckley, Division Director/Internal Services

*Chairman Tehassi Hill arrived at 1:30 p.m.*

*Councilman David P. Jordan arrived at 1:43 p.m.*

Motion by Jennifer Webster to accept the Office 365 and SharePoint roadmap presentation as information, seconded by Brandon Stevens. Motion carried:

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

*Item XI.A.1. is addressed next.*

**XII. GENERAL TRIBAL COUNCIL****A. Approve two (2) actions regarding the Community Input Budget packet (01:52:00)**

Sponsor: Trish King, Treasurer

Motion by Lisa Summers to send the community input budget packet to BC Budget Work Session, February 5, 2019, and to direct the Treasurer to provide all Forecast Variation requests, if any, with recommendations from CFO, at the February 5, 2019, BC Budget Work Session, seconded by Jennifer Webster. Motion carried:

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

*Tabled item under item VI.C. is addressed next.*

**DRAFT****XIII. EXECUTIVE SESSION (01:58:00)**

Motion by Jennifer Webster to go into executive session at 11:29 a.m., seconded by David P. Jordan.  
Motion carried:

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

Motion<sup>2</sup> by David P. Jordan to come out of executive session at 12:20 p.m. and to recess until 1:15 p.m., seconded by Trish King. Motion carried:

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

*Item XI. is addressed next.*

**A. REPORTS****1. Accept the Comprehensive Health Division FY-2019 1st quarter executive report (02:54:01)**

Sponsor: Debra Danforth & Dr. Ravinder Vir, Division Directors/Comprehensive Health-Operations & Medical

Motion by Lisa Summers to accept the Comprehensive Health Division FY-2019 1st quarter executive report, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Lisa Summers to send appropriate communication to all Direct Reports to activate their Budget Contingency plans; and that the communication include background on the federal government shutdown, ripple affects on grants, tribal contribution, and tribal enterprises, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Lisa Summers to direct the Intergovernmental Affairs Director to coordinate a meeting with Direct Reports on the federal government shutdown, and to direct the Direct Reports to provide an update on how they have started implementing their Budget Contingency plans, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

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<sup>2</sup> Motion to come out of executive session and to recess was not captured on audio or video recording

**DRAFT****2. Accept the Community & Economic Development Division FY-2019 1st quarter executive report (02:54:15)**

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

Motion by Jennifer Webster to accept the Community & Economic Development Division FY-2019 1st quarter executive report, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**3. Accept the Division of Public Works FY-2019 1st quarter executive report (02:54:30)**

Sponsor: Jacque Boyle, Division Director/Public Works

Motion by Kirby Metoxen to accept the Division of Public Works FY-2019 1st quarter executive report, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**4. Accept the Governmental Services Division FY-2019 1st quarter executive report (02:54:45)**

Sponsor: George Skenandore, Division Director/Governmental Services

Motion by Jennifer Webster to accept the Governmental Services Division FY-2019 1st quarter executive report, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Jennifer Webster to request to request the Secretary's Office to look at the administrative services for Boards, Committees, and Commissions to see if these services can be extended to Oneida Nation Commission on Aging, Oneida Nation School Board, Environmental Resource Board, and Oneida Police Commission, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**5. Accept the Internal Services Division FY-2019 1st quarter executive report (02:55:15)**

Sponsor: Joanie Buckley, Division Director/Internal Services

Motion by Kirby Metoxen to accept the Internal Services Division FY-2019 1st quarter executive report, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Jennifer Webster to direct the Internal Services Director to bring back a recommendation for how to improve the tracking between Emergency Food Pantry, Food Distribution and the Supplemental Nutrition Assistance Program (SNAP), seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**DRAFT****6. Accept the Chief Counsel report (02:56:00)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Trish King to accept the Chief Counsel report for the January 22, 2019, executive session discussion, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Jennifer Webster to approve the participation in the identified amicus brief and authorization to utilize the litigation funds, seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Jennifer Webster to approve the first amendment to the Yoder & Langford attorney contract - file # 2017-0135 and to direct the development of an RFP for future contracts, seconded by Trish King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**7. Accept the Intergovernmental Affairs, Communications, and Self-Governance January 2019 report (02:57:37)**

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Trish King to accept the Intergovernmental Affairs, Communications, and Self-Governance January 2019 report, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Jennifer Webster

Opposed: Lisa Summers

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Kirby Metoxen to authorize the Chairman to sign letters to congressional representatives asking to end the federal government shut down, seconded by Trish King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Daniel Guzman King to authorize the Chairman to sign the letter nominating Councilwoman Jennifer Webster to the US Health & Human Services Administration for Children & Families Tribal Advisory Committee (ACF TAC), seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**DRAFT****B. STANDING ITEMS****1. ONEIDA GOLF ENTERPRISE CORPORATION - LADIES PROFESSIONAL GOLF ASSOCIATION****a. Accept the Thornberry Creek LPGA Classic January 2019 report (02:57:18)**

Motion by Lisa Summers to accept the Thornberry Creek LPGA Classic January 2019 report, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Lisa Summers to approve the report on the contract negotiations as revised on January 23, 2019, and to direct the Officers to identify a temporary Agent assignment, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Lisa Summers to direct the Oneida Golf Enterprise Corporation liaisons to coordinate a comprehensive LPGA report to General Tribal Council (GTC) for the 2019 semi-annual GTC meeting, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Lisa Summers to send the Business Compliance Officer job description on to the February BC Work Session for finalization, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

Motion by Jennifer Webster to accept the LPGA conference call as information and to direct the Oneida Golf Enterprise Corporation liaisons to coordinate the identified follow up, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**2. LAND MORTGAGE FUNDS****a. Accept the memorandum from the Chief Financial Officer (02:58:28)**

Motion by Kirby Metoxen to accept the closeout memorandum dated January 9, 2019, from the Chief Financial Officer, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers, Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**DRAFT****C. NEW BUSINESS****1. File # ED19-005 - Complete an initial review (02:58:51)**

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

Motion by Lisa Summers to deny a Tier 1 review for file # ED19-005, seconded by Daniel Guzman King. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**2. File # ED19-006 - Complete an initial review (02:59:18)**

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

Motion by Jennifer Webster to deny a Tier 1 review for file # ED19-006, seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**3. Consider a request from the Environmental Resource Board pursuant to §105.7-4 (02:59:30)**

Sponsor: Jameson Wilson, Chair/Environmental Resource Board

Motion by Lisa Summers to send this item to the Chairman's Office to provide a recommendation to be brought back at the February 13, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

**4. Complaint # 2019-CC-01 - Determine next steps (02:59:45)**

Sponsor: Tehassi Hill, Chairman

Motion by Kirby Metoxen to defer complaint # 2019-CC-01 to the liaisons to work with the budget owner on this issue and bring back a recommendation when ready, seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

# ***DRAFT***

## **XIV. ADJOURN (03:00:00)**

Motion by Kirby Metoxen to adjourn at 6:39 p.m., seconded by Lisa Summers. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Lisa Summers,  
Jennifer Webster

Not Present: Brandon Stevens, David P. Jordan, Ernie Stevens III

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

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

**Oneida Business Committee Agenda Request**

Approve the February 8, 2019, special Business Committee meeting minutes

**1. Meeting Date Requested:** 02 / 27 / 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.

**DRAFT****Oneida Business Committee**

Special Meeting  
8:30 AM Friday, February 08, 2019  
BC Conference Room, 2nd floor, Norbert Hill Center

**Minutes****SPECIAL MEETING**

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

**Not Present:** Councilman Ernie Stevens III;

**Arrived at:** n/a

**Others present:** Jo Anne House, Larry Barton, Lee Cornelius;

**I. CALL TO ORDER**

*Meeting called to order by Chairman Tehassi Hill at 8:37 a.m.*

*For the record: Councilman Ernie Stevens III is on vacation.*

**II. OPENING**

*Opening provided by Chairman Tehassi Hill.*

**III. ADOPT THE AGENDA (00:04:14)**

Motion by David P. Jordan to adopt the agenda as presented, seconded by Jennifer Webster. Motion carried:

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

# DRAFT

## IV. GENERAL TRIBAL COUNCIL

### A. Approve two (2) actions regarding the FY 2020 Budget (00:04:50)

Sponsor: Lisa Summers, Secretary

Motion by Jennifer Webster to accept the revised Fiscal Year 2020 Budget Calendar as information, seconded by Trish King. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Jennifer Webster to revise the tentative special General Tribal Council meeting to address the FY 2020 Budget from September 5, 2019, to September 16, 2019, seconded by Trish King. Motion carried:

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

Not Present: Ernie Stevens III

## V. EXECUTIVE SESSION (00:13:11)

Motion by Lisa Summers to go into executive session at 8:51 a.m., seconded by David P. Jordan. Motion carried:

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

Not Present: Ernie Stevens III

Motion by David P. Jordan to come out of executive session at 9:55 a.m., seconded by Lisa Summers. Motion carried:

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

Not Present: Ernie Stevens III

*Roll call for the record:*

*Present: Chairman Tehassi Hill; Councilman Daniel Guzman King; Councilman David P. Jordan; Treasurer Trish King; Councilman Kirby Metoxen; Vice-Chairman Brandon Stevens; Secretary Lisa Summers; Councilwoman Jennifer Webster;*

*Not Present: Councilman Ernie Stevens III;*

**DRAFT****A. NEW BUSINESS****1. Determine next steps regarding various items related to Oneida Golf Enterprise Corporation (00:13:50)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Lisa Summers to adopt resolution 02-08-19-A Revised and Amended Corporate Charter of the Oneida Golf Enterprise, seconded by Jennifer Webster. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Lisa Summers to approve the Agent Duties and Responsibilities, seconded by David P. Jordan. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Lisa Summers to appoint Chad M. Fuss, Assistant Chief Financial Officer/Gaming, as the Agent to the Oneida Golf Enterprise for a term effective today and ending May 8, 2019, seconded by Jennifer Webster. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Lisa Summers to accept the terms of the Management Contract between Oneida Golf Enterprise and Kemper Sports Management, seconded by Jennifer Webster. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Lisa Summers to direct the Oneida Golf Enterprise Agent to provide a report on the Deposit, Operating, and Payroll Accounts financial minimums and LPGA contract cost within 30-days or sooner after entering into the management agreement, seconded by Trish King. Motion carried:

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

Not Present: Ernie Stevens III

Motion by Lisa Summers to direct the Oneida Golf Enterprise Agent to meet with the Oneida Nation's Chief Financial Officer and report on the long-term recommendations regarding the financial needs, loans at the second Executive Session meeting in October 2019, seconded by Trish King. Motion carried:

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

Not Present: Ernie Stevens III

***DRAFT***

**VI. ADJOURN (00:16:00)**

Motion by Lisa Summers to adjourn at 9:57 a.m., seconded by David P. Jordan. Motion carried:

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

Not Present: Ernie Stevens III

Minutes prepared by Lisa Liggins, Information Management Specialist

Minutes approved as presented on \_\_\_\_\_.

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Lisa Summers, Secretary  
ONEIDA BUSINESS COMMITTEE

**Oneida Business Committee Agenda Request**

Approve the February 12, 2019, regular Business Committee meeting minutes

**1. Meeting Date Requested:** 02 / 27 / 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 Silver Creek Trail

**1. Meeting Date Requested:**   2   /  27  /  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 proposed project is to provide a new pathway beside Silver Creek with modifications to the existing creek. The trail will start on the South side of Florist Drive near the Green Valley housing development and continue along Silver Creek heading South until reaching County U. The new path will connect to a larger network of paths currently being utilized within the community. The trail work shall consist of trail construction, prefabricated pedestrian bridge, culverts, signage and pavement marking. The estimated 8,700 lineal feet creek restoration shall consist of earthwork, environmental controls, dewatering, and stream bed stone. The project will be released out to bid in March 2019 with an anticipated construction start in July 2019. Project shall be substantially complete by end of October 2019.

The Silver Creek trail will feature gentle curves, slopes, gravel type paving, and a pedestrian bridge stream crossing over Silver Creek (historically known as Bread Creek). This trail will promote walking and bicycling recreational activities in a new riparian corridor highlighted by newly implemented tree plantings and environmental restoration projects. It will be an appealing transportation alternative that supports a healthy and active lifestyle with future aims to connect to other Oneida Natural Areas and the Oneida Lake. Enhancing recreational opportunities is a proven way to reduce chronic diseases and increase community development and quality of life. The Silver Creek trail will be a positive addition to Oneida as a whole and especially to the local Oneida neighborhoods built on the premise that each neighborhood has a unique design with access to nature, connected to the community, and built to enhance the quality of life of residents who live there.

\*Request is to approve the attached resolution.

- 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 # \_\_\_\_\_ Silver Creek Trail

**WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States of America; and

**WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and

**WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1, of the Oneida Tribal Constitution by the Oneida General Tribal Council; and

**WHEREAS,** the Oneida Business desires to provide adequate transportation facilities to meet the needs of the residents of Oneida Nation; and

**WHEREAS,** the Oneida Business Committee has worked to develop the 2019-2022 Oneida Nation Tribal Transportation Improvement Plan, which we are using to request the Bureau of Indian Affairs to incorporate into their Control Schedule Transportation Improvement Plan as a required step to help us receive our "Tribal Shares" funding; and

**WHEREAS,** the Bureau of Indian Affairs requires granting of construction easement in order to authorize construction of trails within the Oneida Nation reservation.

**NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee grants a construction easement on tribal lands to construct the Silver Creek Trail for the duration of the project in 2019.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **Statement of Effect** *Silver Creek Trail*

### ***Summary***

The resolution grants a construction easement on tribal lands to construct the Silver Creek trail for the duration of the project in 2019.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: January 18, 2019*

### ***Analysis by the Legislative Reference Office***

This resolution states that the General Tribal Council desires to provide adequate transportation facilities to meet the needs of the residents of the Oneida Nation. The resolution further states that the Oneida Business Committee has worked to develop the 2019-2022 Oneida Nation Tribal Transportation Improvement Plan, which is being used to request the Bureau of Indian Affairs to incorporate their Control Schedule Transportation Improvement Plan as a required step to receive “Tribal Shares” funding. The Bureau of Indian Affairs requires granting of a construction easement in order to authorize construction of trails within the Oneida Nation Reservation.

This resolution grants a construction easement on tribal lands to construct the Silver Creek trail for the duration of the project in 2019.

This statement of effect does not include a review of the 2019-2022 Oneida Nation Tribal Transportation Improvement Plan.

### ***Conclusion***

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

**Oneida Business Committee Agenda Request**

Adopt resolution entitled Creation of the Oneida Nation School System Endowment in Accordance with

**1. Meeting Date Requested:**   2   /  27  /  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: Brian A Doxtator - Executive Assistant to Tribal Treasurer  
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:

Settlement monies titled, Ramah Navajo Chapter Settlement, were received by the Oneida Nation in the amount of \$722,398, and by the Oneida Nation School System in the amount of \$1,237,327.77. The Oneida Nation School Board (O.N.S.B.) had expressed interest, and agreed, in a Joint Resolution with the Oneida Business Committee to create an endowment fund; to set aside funds for growth and long-term use for the Oneida Nation School System.

The endowment shall begin from the remaining funds (\$1,622,398) from the settlement award of \$1,959,725.77, with a requested annual funding allocation of \$100,000. Allocation of funding shall support K-12 in the Oneida Nation School System who shall adopt priorities on a three (3) year basis which may include using a 0-75% of investment income. Priorities include:

1. Programming
2. Educational Support Services
3. Infrastructure

On September 22, 2016, the OBC requested to meet with the Oneida Nation School Board to begin dialogue "the pre-planning for utilization of the Final Settlement Agreement funds" (OBC minutes; 2016, September 22); and

On July 10, 2017, the Oneida Nation School board supported the creation of the endowment

On November 19, 2018, in accordance with Chapter 131, Endowments, a public hearing was held.

Requested Action (s):

1. Adopt resolution titled, "Creation of the Oneida Nation School System Endowment
2. Subsequent motion: To include all interest income accrued, up to the date the fund is transferred, along with the settlement funds, to the Oneida Nation Trust Enrollment 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 Nation

Post Office Box 365

Phone: (920) 869-2214



Oneida, WI 54155

## BC Resolution # \_\_\_\_\_

### Creation of the Oneida Nation School System Endowment in Accordance with the Endowments Law

- 1  
2  
3  
4 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe  
5 recognized by the laws of the United States of America; and  
6  
7 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
8  
9 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
10 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
11  
12 **WHEREAS,** the Oneida Nation School Board (ONSB) was created by the Oneida General Tribal  
13 Council, pursuant to Resolution No. 1-20-77, to coordinate existing and future education  
14 programs of the Oneida Nation; and  
15  
16 **WHEREAS,** the Oneida General Tribal Council, pursuant to Resolution on January 8, 1983, directed  
17 than an agreement be reached between the Oneida Business Committee and the Oneida  
18 Nation School Board providing for the autonomous administration of the Oneida Nation  
19 School System, and such Memorandum of Agreement between the parties was executed  
20 on March 21, 1988; and  
21

#### *Endowments Law*

- 22 **WHEREAS,** the Oneida Business Committee adopted the Endowments law in February 2005 by  
23 resolution # BC-02-23-05-G, and amended on April 12, 2017, which sets forth how  
24 endowments are created and managed which "are intended as a perpetual source of  
25 funding for specific purposes, [and] endowment fund accounts could be used to provide  
26 funding for areas such as health, education and support for Tribal members for burial and  
27 housing" Whereas # 6 and 7; and  
28  
29  
30 **WHEREAS,** the Trust Enrollment Committee, which has been delegated by the General Tribal Council  
31 to manage the trust funds of the Tribe and has been given specific responsibilities under  
32 tribal laws such as the Per Capita law and the Endowments law, has identified that it is  
33 now time to begin formally creating the endowments under the Endowments law and as  
34 has been previously directed by General Tribal Council by actions such as resolution #  
35 GTC-06-30-90-A and addendum; and  
36

#### *Settlement Funds for Bureau of Indian Education Contract Costs Litigation*

- 37 **WHEREAS,** the Oneida Nation has contracted with the Bureau of Indian Education and the Bureau of  
38 Indian Affairs under P.L. 93-638 contracting processes to operate a tribal K-12 education  
39 system; and  
40  
41  
42 **WHEREAS,** as a part of that contracting process to transfer programming responsibilities from the  
43 Bureau of Indian Education and Bureau of Indian Affairs, the contract support costs, or

BC Resolution \_\_\_\_\_  
Creation of the Oneida Nation School System Endowment  
in Accordance with the Endowments Law  
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administrative costs of providing those programming services, was not fully funded under the contract and tribal nations and in 1990 a series of claims were filed which resulted in the case generally referred to as the “Ramah Navajo Chapter Class Action” that was finally settled on April 25, 2016; and

**WHEREAS,** as a part of the settlement, the “Oneida Tribe of Wisconsin” or Oneida Nation was entitled to 0.08468% of the settlement funds and the “Tribal School System” or Oneida Nation School System was entitled to 0.14381% of the settlement funds; and

**WHEREAS,** the final settlement amount received by the Oneida Nation was \$722,398 and by the Oneida Nation School System was \$1,237,327.77; and

**WHEREAS,** the Oneida Nation School Board has identified that setting aside the funds in an endowment will protect the funds for specific educational purpose and allow the education system of the Oneida Nation to benefit from additional endowment investment funds in the future; and

**WHEREAS,** the Oneida Business Committee agrees that long term strategic stewardship of the funds would allow all educational goals of the Nation to be met and ultimately funding of the school system through the endowment income; and

**WHEREAS,** the Oneida Business Committee and the Oneida Nation School Board both desire to set aside these funds for growth and long-term use through an endowment; and

**WHEREAS,** the Oneida Business Committee approved allocation of the Nation’s Ramah Settlement funds February 13, 2019, and the Oneida Nation School Board approved allocation of the school’s Ramah Settlement funds July 10, 2017, to create an endowment and have recommended that the purpose of the Education Endowment be directed to benefit education related purposes which include programming and education support services under the authority and administration of the Oneida Nation School Board; and

**WHEREAS,** the Oneida Business Committee and the Oneida Nation School Board have agreed that the Education Endowment shall not be used to substitute current tribal contribution funding or P.L. 93-638 funding related to programming and education support services of the Oneida Nation School System until the Oneida Business Committee and Oneida Nation School Board determine that growth in the funding allows for substituting endowment funding for tribal contribution funding for programming and education support services of the Oneida Nation School System or the endowment reaches \$10 million; and

*Creating Endowments*

**WHEREAS,** Chapter 131 – Endowment - Onáyote’a:ka Luwatithwistayálahse Kayá’tla’sla (Oneida Money Saved for our People the Laws) directs that the Oneida Business Committee shall approve or disapprove an endowment recommendation made by the Finance Committee (131.4-1(a)); and

**WHEREAS,** the Oneida Business Committee believes that the funds set aside for the creation of an education trust from the Oneida Nation and Oneida Nation School System allocation of the Ramah Navajo Chapter Settlement should be formally developed into an endowment for the purposes of long term support of education needs of the Oneida Nation and that, when possible, additional funds should be identified for allocation to that fund; and

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Creation of the Oneida Nation School System Endowment  
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95 **WHEREAS,** the Finance Committee held a public hearing, in accordance with requirements of section  
96 131.5-1, Endowment Law; and  
97

98 **WHEREAS,** the Finance Committee, at a meeting on February 4, 2019, after review of the public  
99 hearing comments, adopted a motion recommending the creation of the Education  
100 Endowment;  
101

102 *Endowment Created*

103 **NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee does hereby establish, in  
104 accordance with section 131.4-1(a) of the Endowments law, the Education Endowment, and directs that  
105 the settlement funds received in the Ramah Navajo Chapter Settlement, made up of all remaining funds  
106 from the Oneida Nation School System settlement of \$900,000 and all remaining funds from the Oneida  
107 Nation settlement estimated at \$722,398, be placed in the Education Endowment upon adoption of this  
108 resolution.  
109

110 *Purpose of Endowment*

111 **BE IT FURTHER RESOLVED,** the Oneida Business Committee does hereby set the purpose of the  
112 Oneida Nation School System Endowment for long-term planning and funding of the programming and  
113 education support services of the school system.  
114

115 **BE IT FURTHER RESOLVED,** the Oneida Business Committee does hereby further direct that the  
116 Education Endowment shall be used for the purposes of creating programs and activities which shall  
117 support Priority k-12 in the Oneida Nation School System in accordance with a resolution adopted by the  
118 Oneida School Board which shall set allocation of funding priorities on a three-year basis which may  
119 include programming, educational support services, and infrastructure. The Trust Enrollment Committee,  
120 in accordance with sections 131.6 and section 131.8-1 of the Endowments law shall develop the  
121 appropriate Standard Operating Procedures and necessary endowment documentation to fully implement  
122 the investment goals to fund the priorities set forth in this resolution.  
123

124 *Disbursements of Endowment Income*

125 **BE IT FURTHER RESOLVED,** the annual disbursement from the Education Endowment shall be set at  
126 50% of the annual income from investment. Provided that, by unanimous vote of a quorum of the Oneida  
127 Nation School Board may decide that the annual disbursement percentage may be increased up to 75%  
128 or be decreased down to 0%. Provided further, that at no time may the annual disbursement exceed 75%;  
129 any such changes in the annual disbursement percentages shall be made only through an adopted  
130 resolution which shall be effective after the close of the then current fiscal year identifying the reason for  
131 changing the percentage and how long such change will be in effect. An adopted resolution by the  
132 Oneida Nation School Board changing the annual disbursement rate shall be forwarded to the Treasurer,  
133 Chief Financial Officer, and Trust Enrollment Committee.  
134

135 **BE IT FURTHER RESOLVED,** the Oneida Business Committee directs that annual disbursements and  
136 allocations from the Education Endowment shall be made as follows. The Chief Financial Officer may  
137 approve more specific Standard Operating Procedures to implement the general rules outlined in this  
138 Resolve.  
139

- 140 1. On or before December 31<sup>st</sup> of each year the Trust Enrollment Department shall forward to the  
141 Treasurer, Chief Financial Officer, and Oneida Nation School Board an estimated annual  
142 disbursement from the endowment.
- 143 2. Then the following process for annual disbursement shall be followed.
  - 144 a. The Oneida School Board shall submit an adopted three-year planning resolution to the  
145 Treasurer and Chief Financial Officer per timelines provided in Chapter 121 – Budget  
Management and Control – Twahwistatye?nitha? (We have a certain amount of money).

BC Resolution \_\_\_\_\_  
Creation of the Oneida Nation School System Endowment  
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- 146                   b. The Oneida School Board shall submit a funding allocation notice which shall identify  
147                   how the funds will be utilized by January 31<sup>st</sup> of each year; the notice shall include the  
148                   programming and the allocation of the endowment funds such that no current tribal  
149                   contribution or P.L. 93-638 funding is required to be replaced with endowment distribution  
150                   funding.  
151                   c. Failure to submit a three-year planning resolution by the deadline or a funding allocation  
152                   notice by the deadline shall result in the funds being returned to the endowment as  
153                   principal.
- 154           3. The Trust Enrollment Department shall provide an update on the estimated annual disbursement  
155           on or before July 1<sup>st</sup> of each year to the Treasurer and Chief Financial Officer, who shall notify the  
156           Oneida Nation School Board of the updated estimated annual disbursement amount on or before  
157           July 31 of each year.
- 158           4. The Trust Enrollment Department shall make the authorized annual disbursement to the Nation's  
159           banking account established for the Oneida Nation School System as identified by the Chief  
160           Financial Officer during the month of October.
- 161           5. Funds disbursed from an endowment shall not displace the tribal contribution from the Nation's  
162           general fund for the programming and education support services of the Oneida Nation School  
163           System until after year 20 of the Endowment Interest. After year 20, the Endowment Interest shall  
164           offset such tribal contribution dollar-for-dollar after the first \$200,000.00 of the annual  
165           disbursement until no such tribal contribution is necessary. Provided that, until year 20 of the  
166           Endowment Interest reductions to programs based on budgeting processes shall not be  
167           prohibited.

168  
169 **BE IT FURTHER RESOLVED**, that in any year in which there are insufficient specific requests based on  
170 the three-year planning resolution or the Oneida Nation School System fails to fully utilize the funds for  
171 the purpose for which the funds were disbursed in the fiscal year the funds were disbursed, excess funds  
172 shall be returned to the endowment as principal or interest.  
173

174 *Endowment Reporting*

175 **BE IT FURTHER RESOLVED**, that the Trust Enrollment Committee shall report to the General Tribal  
176 Council, in the Annual meeting materials, the status of the endowment with the following minimum  
177 information.

- 178           1. *Principal*. Current principal and history of the growth of the principal in reasonable increments  
179           from the establishment of the endowment.
- 180           2. *Investment Income*. Current investment income and history of investment income in reasonable  
181           increments from the establishment of the endowment.
- 182           3. *Disbursements*. Current disbursement and history of annual disbursements in reasonable  
183           increments from the establishment of the endowment.
- 184           4. *Future/Trends*. Projections of estimated future growth of the principal and investment income in  
185           reasonable increments for a minimum of 20 years.
- 186           5. *Investment policy*. The investment policy and types of investments made regarding the  
187           endowment.

188  
189 **BE IT FURTHER RESOLVED**, that the Trust Enrollment Committee shall maintain a history tracking of  
190 the original allocations with the pro rata share of gain/loss allocated to each original principal allocation.  
191 Each original principal allocation shall be labeled Ramah Settlement-School and Ramah Settlement-  
192 Nation. Provided that any additional tribal contribution (s) made shall be reported as a separate principal  
193 allocation (s) and titled Tribal Contribution funds, all of which combined will make up the Education  
194 Endowment.  
195

BC Resolution \_\_\_\_\_  
Creation of the Oneida Nation School System Endowment  
in Accordance with the Endowments Law  
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**BE IT FURTHER RESOLVED**, that the Treasurer shall include in the Annual Report a list of endowments and how annual disbursements were allocated in the budget, including the current three-year planning resolution regarding the use of the funds.

**BE IT FURTHER RESOLVED**, that the Oneida Nation School System shall include in the quarterly reports to the Oneida Business Committee and the Annual Report a list of Rules regarding the use of the funds, the amount of endowment funding allocated, and expenditures made during the reporting period for quarterly reports to the Oneida Business Committee and an aggregate reporting in the Annual Report.

*Funding Endowment*

**BE IT FINALLY RESOLVED**, that the Oneida Business Committee does hereby request the Treasurer to identify funds, when available, to be budgeted to the Education Endowment each fiscal year until the principal of the endowment reaches \$10,000,000 minimum and as funds are available thereafter.



Oneida Nation  
Oneida Business Committee  
Legislative Operating Committee  
PO Box 365 • Oneida, WI 54155-0365  
[Oneida-nsn.gov](http://Oneida-nsn.gov)



## **Statement of Effect**

*Creation of the Oneida Nation School System Endowment in Accordance with the Endowments Law*

### **Summary**

This resolution establishes an Education Endowment for the purpose of long-term planning and funding of the programming and education support services of the school system and directs that the settlement funds received in the Ramah Navajo Chapter Settlement be placed in the Education Endowment.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: February 21, 2019*

### **Analysis by the Legislative Reference Office**

The purpose of this resolution is for the Oneida Business Committee to establish an Education Endowment in accordance with the Nation's Endowments law ("the Law") and direct that settlement funds received in the Ramah Navajo Chapter Settlement be placed in the Education Endowment upon adoption of this resolution.

The Law provides a process for the establishment and maintenance of all endowment fund accounts established by the Oneida Nation. [1 O.C. 131.1-1]. The Law delegates authority to the Oneida Finance Committee for establishing all endowment accounts, with final approval from the Oneida Business Committee. [1 O.C. 131.5-1]. The Oneida Business Committee is delegated the authority to approve or disapprove the establishment of endowment fund accounts. [1 O.C. 131.4-1(a)].

Before the Oneida Finance Committee establishes any endowment account, the Oneida Finance Committee is required to publish a notice in the official media outlets of the Nation a minimum of ten (10) business days prior to a public meeting on the proposed endowment. [1 O.C. 131.5-1(a)]. This notice must include a statement of the terms, substance, or a description of the subjects and issues involved, as well as the time, place, whom, and manner in which views may be presented. [1 O.C. 131.5-1(a)(1)-(2)]. The resolution identifies that the Finance Committee held a public meeting in accordance with the requirements of section 131.5-1 of the Law.

Through this resolution the Oneida Business Committee approves the establishment of the Education Endowment and sets forth the purpose of this endowment. Additionally, this resolution sets forth requirements for the creation of standard operating procedures and necessary endowment documentation for the implementation of investment goals, disbursements of endowment income, requirements for endowment reporting, and details regarding funding the endowment in accordance with the Law.

### **Conclusion**

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

**Oneida Business Committee Agenda Request**

Adopt resolution entitled Supporting Dental Therapy as a Solution to the Oneida Nation's Oral Health Challenges

**1. Meeting Date Requested:**   2   /  27  /  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:

Attached you will find a resolution for the OBC to consider which supports Dental Therapy in the State of Wisconsin. This resolution explains the unmet need for dental care among American Indians due in part to the lack of dentists and dental disparities among native populations. The resolution identifies wait times at the Oneida Dental clinic to be 6-7 months for a hygienist and 4-5 months for a dentist. In addition, Oneida Dental has five times higher patient-to-dentist ratios than that of IHS' benchmark. With the passage of this resolution, the Nation will support State legislative efforts to allow for the use of Dental Therapy in Wisconsin.

A statement of effect is not required for IHS resolutions or resolutions which support a cause pursuant to BC Resolution 06-01-05-C.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

# Oneida Nation

Post Office Box 365

Phone: (920) 869-2214



Oneida, WI 54155

## BC Resolution # \_\_\_\_\_

### Supporting Dental Therapy as a Solution to the Oneida Nation's Oral Health Challenges

- 1  
2  
3 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe  
4 recognized by the laws of the United States of America; and  
5  
6 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
7  
8 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
9 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
10  
11 **WHEREAS,** there is a present high unmet need for dental care, particularly within the American  
12 Indian/Alaska Native population, due in part to the lack of enough dentists available to  
13 serve Tribal reservations and the off-reservation American Indian/Alaskan Native  
14 populations; and  
15  
16 **WHEREAS,** American Indians and Alaska Natives have a higher prevalence of dental decay and  
17 untreated tooth decay in all age groups compared to the general United States population,  
18 with many Native children experiencing dental caries before the age of two; and  
19  
20 **WHEREAS,** poor oral health issues persist disproportionately for the American Indian/Alaskan Native  
21 population such as:  
22     ▪ Over eighty percent (80%) of American Indian/Alaskan Native children aged 2-4 years  
23     have dental caries;  
24     ▪ Eighty-three percent (83%) of American Indian/Alaskan Native children between 6-9  
25     years of age had a history of decay in their primary or permanent teeth, compared to  
26     forty-five percent (45%) of children in the general U.S. population;  
27     ▪ Almost half of 6-9 year-old American Indian/Alaskan Native children, forty-seven  
28     percent (47%), had untreated decay. This compares to seventeen percent (17%) of 6-  
29     9 year-old children in the general U.S. population;  
30     ▪ Despite a trend toward a reduction in tooth loss in the U.S. population, older data  
31     indicate twenty-five percent (25%) of American Indian/Alaskan Native people aged 35  
32     to 44 years have fewer than twenty (20) natural teeth;  
33     ▪ Among all persons aged 55 years and older, nearly seventy-five (75%) have fewer than  
34     twenty (20) natural teeth;  
35     ▪ Fifty-nine percent (59%) of American Indian/Alaskan Native adults have periodontal  
36     (gum) disease;  
37     ▪ Seventy-eight percent (75%) American Indian/Alaskan Native adults 35 to 44 years  
38     and ninety-eight percent (98%) of elders 55 or older have at least one tooth removed  
39     because of decay, trauma, or gum disease; and  
40  
41 **WHEREAS,** these disparities can be attributed to a lack of enough dental health professionals in the  
42 Indian health system in which Indian Health Service (IHS) dental providers have a patient  
43 load of 2,800 patients per provider, while general population providers have approximately

BC Resolution # \_\_\_\_\_

Supporting Dental Therapy as a Solution to the Oneida Nation's Oral Health Challenges  
Page 2 of 2

1,500 patients per provider and the IHS experiences a very high dental provider vacancy rate, with estimates that twenty-six percent (26%) of the dental positions within the IHS are vacant, which contributes to the lack of access to dental health services; and

**WHEREAS,** at Oneida Dental, patient wait times for hygienist are typically around 6-7 months, while wait times for dentists are approximately 4-5 months; and

**WHEREAS,** the IHS has a benchmark of 1200 users per dentist above an initial 800 user population and Oneida Dental has a user population of 28,148, which equates to 6,077 users per dentist. The patient-to-dentist ratio is five times greater than IHS standards; and

**WHEREAS,** in treaties, health care was guaranteed by the federal government in perpetuity in exchange for Tribal land and peace; and

**WHEREAS,** poor dental care is often a life sentence to poverty, as it is accompanied with a decline in self-confidence and often a loss of academic and economic opportunities due to social perceptions of poor dental hygiene, contributing to cyclical generational impoverishment in Indian Country; and

**WHEREAS,** Dental Therapists have been in existence in Alaska Native communities since 2004 and thoroughly evaluated for safety, quality, and appropriate scope of practice with the Alaska Native patient population in collaboration with the IHS; and

**WHEREAS,** Dental Therapists work as part of the dental team under the supervision of dentists and have received high results and accolades from patients, health care professionals, and community leaders in the U.S. and in over fifty (50) other countries; and

**WHEREAS,** Although IHS, which fulfills the treaty obligation to provide health services to Tribes, is a federal agency, current federal law states that IHS can only utilize dental therapists working under the Community Health Aid Program (CHAP) if a state legislature agrees; and

**WHEREAS,** Wisconsin passing legislation to allow for the hiring of Dental Health Aide Therapists would permit federal U.S. Indian Health Service funding to be used by Tribes to utilize Dental Therapists as part of the dental team; and

**NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee supports legislation authorizing Dental Therapists in Wisconsin to empower Tribes and the Indian Health Service to provide desperately needed dental care to our communities.

Adopt resolution entitled Approving a limited waiver of sovereign immunity for a Premium Stabilization Fund Agreement Between the Oneida Nation and EPIC Life Insurance Company

## Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 27 / 19

### 2. General Information:

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

Agenda Header: Resolutions

☐ Accept as Information only

☒ Action - please describe:

Please Approve Business Committee Resolution: Approving a Limited Waiver of Sovereign Immunity for a Premium Stabilization Fund Agreement Between the Oneida Nation and EPIC Life Insurance Company

### 3. Supporting Materials

☐ Report ☒ Resolution ☒ Contract

☒ Other:

1. Excerpt of Jan. 22, 2019 Regular OTEC Minutes

3. BC Resolution 06-24-09-A

2. Current Premium Stabilization Fund Agreement

4.

☒ Business Committee signature required

### 4. Budget Information

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

### 5. Submission

Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember

Primary Requestor/Submitter: Keith Doxtator, Trust Enrollment Director  
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:

#### History:

On September 9, 2009 the Oneida Nation and EPIC Life Insurance established a Premium Stabilization Fund Agreement. The purpose of this agreement is to establish a fund, managed by EPIC Life Insurance, with excess premiums paid for the Oneida Life Insurance Plan Plus (OLIPP) benefit. The intent of this fund is to pay for any remaining OLIPP claims exceeding that year's premium payments. To establish the Premium Stabilization Fund Agreement, the Oneida Business Committee approved a limited waiver of sovereign immunity via BC Resolution 06-24-09-A. On April 18, 2013 the Premium Stabilization Fund was amended to redefine the definition of "Incurred Claims".

At their Regular Meeting on October 23, 2018, the Oneida Trust Enrollment Committee approved amending the Premium Stabilization Fund to replace "Oneida Tribe of Indians of Wisconsin" with "Oneida Nation", to update the interest rate options the Premium Stabilization Fund can accrue, and reformatting existing provisions of the agreement. After review from EPIC Life Insurance Company, the Oneida Trust Enrollment Committee approved the revisions on January 22, 2019.

#### Purpose:

After legal review from Oneida Law Office, it was determined that the formatting revisions of the agreement was extensive enough to consider this agreement both as an amendment and as a restatement. Since the Premium Stabilization Fund Agreement is being restated, we believe a BC Resolution affirming limited waiver of sovereign immunity needs to be restated as well.

I respectfully request the Oneida Business Committee to adopt the resolution: Approving a Limited Waiver of Sovereign Immunity for a Premium Stabilization Fund Agreement Between the Oneida Nation and EPIC Life Insurance Company

#### Attachments:

Attached with this BC Agenda Request is as follows:

1. Draft BC Resolution Approving a Limited Waiver of Sovereign Immunity for a Premium Stabilization Fund Agreement Between the Oneida Nation and EPIC Life Insurance Company;
2. Legal Review #2009-0983: Proposed limited waiver of sovereign immunity for PSF Agreement between the EPIC Life Insurance and Oneida Nation
3. Draft Amended and Restated Premium Stabilization Fund Agreement (clean)
4. Excerpt from Oneida Trust Enrollment Committee Minutes approving the Amended and Restated Premium Stabilization Fund Agreement and to submit draft BC Resolution;
5. Draft Amended and Restated Premium Stabilization Fund Agreement (redline)
6. BC Resolution 06-24-09-A;
7. Current Premium Stabilization Fund Agreement (approved April 18, 2013)

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

## Attachment 1

## Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # INSERT DATE WHEN APPROVED****APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR A PREMIUM STABILIZATION FUND AGREEMENT BETWEEN THE ONEIDA NATION AND EPIC LIFE INSURANCE COMPANY**

- 1  
2  
3  
4 **WHEREAS,** the Oneida Nation is a federally recognized Indian government and a treaty tribe  
5 recognized by the laws of the United States of America; and  
6  
7 **WHEREAS,** the Oneida General Tribal Council is the governing body of the Oneida Nation; and  
8  
9 **WHEREAS,** the Oneida Business Committee has been delegated the authority of Article IV, Section 1,  
10 of the Oneida Tribal Constitution by the Oneida General Tribal Council; and  
11  
12 **WHEREAS,** the Oneida Business Committee may be delegated duties and responsibilities by the  
13 Oneida General Tribal Council, and is at times subject to review powers of the Oneida  
14 General Tribal Council; and  
15  
16 **WHEREAS,** The Oneida Nation desires to continue to improve the standard of living and quality of life  
17 for its membership while acting in a fiscally responsible manner; and  
18  
19 **WHEREAS,** the Oneida General Tribal Council, by General Tribal Council motion August 11, 1997,  
20 directed the Oneida Trust Enrollment Committee (f/k/a Trust Committee) to work with Bill  
21 Gollnick and bring back a Comprehensive Plan on a Tribal Social Security System, and  
22 the Oneida Trust Enrollment Committee has diligently identified potential social security  
23 plan alternatives to meet the needs of the entire tribal membership; and  
24  
25 **WHEREAS,** the Oneida Trust Enrollment Committee has determined that a life insurance plan is the  
26 only viable and fiscally feasible option available to all enrolled tribal members that is tax  
27 efficient, flexible and meets the objectives set forth in the General Tribal Council motion  
28 directive of August 11, 1997; and  
29  
30 **WHEREAS,** the Oneida Business Committee and Oneida Trust Enrollment Committee passed Joint  
31 Resolution #10-01-08-A, supporting the proposed Oneida Life Insurance Plan Plus that  
32 would consist of \$15,000 of life insurance benefits directly payable to the insured's  
33 designated beneficiary or beneficiaries; and  
34  
35 **WHEREAS,** GTC Resolution 1-17-09-B approved the Oneida Life Insurance Plan Plus to replace the  
36 Oneida Burial Fund, and that the Oneida Business Committee and Oneida Trust  
37 Enrollment Committee shall implement the Oneida Life Insurance Plan Plus for Fiscal Year  
38 2010; and  
39  
40 **WHEREAS,** The EPIC Life Insurance Company will insure all enrolled tribal members and administer  
41 the life insurance benefits under EPIC Group Term Life Insurance Policy No. 11-803478  
42 that is tailored to meet the specific needs of the Oneida Life Insurance Plan Plus program;  
43 and

## Attachment 1

BC Resolution # \_\_\_\_\_

APPROVING A LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR A PREMIUM STABILIZATION FUND AGREEMENT  
BETWEEN THE ONEIDA NATION AND EPIC LIFE INSURANCE COMPANY  
Page 2 of 2

44 **WHEREAS,** The EPIC Group Term Life Insurance Policy No. 11-803478 contains a Premium  
45 Stabilization Fund Agreement that establishes a calculation and payment of billed  
46 premiums due and payable by the Oneida Nation to EPIC Life Insurance Company, and  
47 functions to preserve a negotiated premium rate as determined by the Oneida Trust  
48 Enrollment Committee; and  
49

50 **WHEREAS,** the Premium Stabilization Fund Agreement provides for a limited waiver of sovereign  
51 immunity for purposes of allowing The EPIC Life Insurance Company to enforce the  
52 provisions of the Premium Stabilization Funds Agreement; and  
53

54 **WHEREAS,** the Oneida Nation and The EPIC Life Insurance Company agree to the exclusive  
55 jurisdiction and venue of the federal United States District Court for the Eastern District of  
56 Wisconsin, or the exclusive jurisdiction and venue of the Brown County Circuit Court,  
57 Wisconsin, if the United States District Court for the Eastern District of Wisconsin declines  
58 or cannot accept jurisdiction; and  
59

60 **WHEREAS,** the Oneida Nation and The EPIC Life Insurance Company agree that any monetary  
61 judgment that may be issued by a court of competent jurisdiction against the Oneida Nation  
62 under the limited waiver of sovereign immunity shall be limited to a dollar amount of Five  
63 Million Dollars (\$5,000,000); and  
64

65 **WHEREAS,** all limited waivers of sovereign immunity shall be made in accordance with the Oneida  
66 Nation Sovereign Immunity Law, Chapter 112; and  
67

68 **WHEREAS,** the Oneida Business Committee Resolution 06-24-09-A approved the limited waiver of  
69 sovereign immunity provisions as set forth in the Premium Stabilization Fund Agreement  
70 between the Oneida Nation (f/k/a Oneida Tribe of Indians of Wisconsin) and The EPIC Life  
71 Insurance Company for EPIC Group Term Life Insurance Policy No. 11-803478, effective  
72 October 1, 2009; and  
73

74 **WHEREAS,** the Premium Stabilization Fund Agreement was amended and signed by the Oneida Nation  
75 and The EPIC Life Insurance Company on April 18, 2013 to revise the definition of "Incurred  
76 Claims"; and  
77

78 **WHEREAS,** the Oneida Trust Enrollment Committee took action at a duly called regular meeting on  
79 October 23, 2018 and approved to amend and restate the Premium Stabilization Fund  
80 Agreement to replace "Oneida Tribe of Indians of Wisconsin" with "Oneida Nation"; to  
81 update the interest rate options, and to restate the existing provisions that have been edited  
82 for stylistic purposes effective October 1, 2018; and  
83  
84

85 **NOW THEREFORE BE IT RESOLVED,** that the Oneida Business Committee hereby approves the limited  
86 waiver of sovereign immunity provisions as set forth in the Premium Stabilization Fund Agreement between  
87 the Oneida Nation and The EPIC Life Insurance Company for EPIC Group Term Life Insurance Policy No.  
88 11-803478, effective [DATE OF APPROVAL].  
89

90 **BE IT FINALLY RESOLVED,** Oneida Nation Chairman Tehassi Hill is hereby authorized to execute the  
91 Premium Stabilization Fund Agreement between the Oneida Nation and The EPIC Life Insurance Company  
92 for EPIC Group Term Life Insurance Policy No. 11-803478, effective [DATE OF APPROVAL].  
93

## Attachment 2

## ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Keith Doxtator  
Trust Department

Use this number on future correspondence:

2009-0983

FROM: Patricia L. Hoeft, Advocate Patricia L.  
Hoeft

Digitally signed by  
Patricia L. Hoeft  
Date: 2019.02.13  
14:08:59 -06'00'

DATE: February 13, 2019

RE: Proposed limited waiver of sovereign immunity for  
PSF Agreement between The EPIC Life Insurance  
Company and Oneida Nation

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 document is in appropriate legal form. (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to the proposed limited waiver of sovereign immunity in "Section 6 – Governing Law, Jurisdiction and Limited Waiver of Sovereign Immunity" in the proposed new Agreement.

This agreement is an amended and restated version of the Premium Stabilization Fund (PSF) Agreement first entered into between the parties on October 1, 2009. This agreement determines calculations for interest accruals for surplus or deficit funds stemming from premiums paid less incurred claims and retention during each policy year.

This agreement includes two amendments. The first amendment, which was approved by the parties on October 1, 2011, is now inserted in this version in "Section 1 – Defined Terms (6) Incurred Claims." The second amendment, inserted at "Section 3 – Annual Settlement (2)", is a new amendment pending approval of this version. The second amendment sets new methods for calculating interest.

Other changes in this version are format changes including the use of Oneida Nation to replace use of the Oneida Tribe of Indians of Wisconsin.

Next, the request for Business Committee approval of a waiver of limited sovereign immunity is regarding "Section 6 – Governing Law, Jurisdiction, and Limited Waiver of Sovereign Immunity." Section 6 provides for a suit arising from this agreement to be instituted in the U.S. District Court for the Eastern District of Wisconsin or when jurisdiction cannot be obtained in that court, then the Brown County Circuit Court. This section also sets a \$5 million limit on any monetary judgment. The version of Section 6 in this amended and restated version is the same one used in the original document that was granted a waiver of limited sovereign immunity by the Business Committee on June 24, 2009 (see BC Resolution 06-24-09A).

Finally, provided is a draft resolution for a waiver of limited sovereign immunity. Approval will allow the Nation's Chairman to sign the PSF Agreement which is effective as of October 1, 2018.



### Premium Stabilization Fund Agreement

Effective as of October 1, 2018, this amended and restated Premium Stabilization Fund Agreement ("Agreement") is made a part of the EPIC Group Term Life Insurance Policy No. 11-803478 ("Policy") issued by The EPIC Life Insurance Company ("EPIC") to the Oneida Nation ("Group"). EPIC and the Group are each referred to in this Agreement individually as a "party" and collectively as the "parties."

#### Recitals

A. EPIC has issued the Policy to the Group to insure eligible members of the Group for group term life insurance; and

B. The parties are entering into this Agreement to set forth their respective rights and obligations with respect to the calculation and payment of the Billed Premiums becoming due and payable by the Group to EPIC in accordance with the Policy, including, but not limited to, the establishment and use of a Premium Stabilization Fund for the Policy.

C. The parties wish to amend and restate the original Agreement dated October 1, 2009, in its entirety as set out herein.

In consideration of the above recitals, the parties agree as follows:

#### Section 1 – Defined Terms

In addition to each term, if any, used in this Agreement that is defined in the Policy, the following terms shall have the meanings set forth below.

(1) "Anniversary Date" means each October 1 during a calendar year while this Agreement is in force, including October 1, 2018. The Anniversary Date is the first day of that Policy Year.

(2) "Billed Premium" means the monthly amount owed to EPIC by the Group which is calculated by EPIC by multiplying the total number of insured members for that month of coverage times the Billed Premium Rate. The Billed Premium Rate as of the initial Anniversary Date is \$10.68 per insured member per month of coverage and may be changed periodically by EPIC in accordance with the provisions of the Policy. However, the Billed Premium Rate may only be increased by EPIC if the Premium Stabilization Fund has a deficit balance or the Annual Settlement reported a Deficit in two of the prior three Policy Years.

(3) "Conversion Charge" means the dollar amount added to the Incurred Claims when a member who is insured under the Policy converts his or her group term life coverage to an individual whole life insurance policy issued by EPIC. The Conversion Charge is equal to \$90.00 per \$1,000 of converted whole life coverage. [For example, when an insured member who has \$15,000 of group term life coverage under the Policy converts their coverage to an EPIC \$15,000 individual whole life insurance policy, the Incurred Claims during the Policy Year of the conversion will include a Conversion Charge of \$1,350.00 (\$90.00 x 15 = \$1,350.00).]

(4) "Deficit" means the negative total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

**Attachment 3**

- (5) "Earned Premium" means the total dollar amount of all Billed Premiums determined by EPIC to be paid by the Group to EPIC under the Policy during the Policy Year.
- (6) "Incurred Claims" means the actual, valid claims for which EPIC determines life benefits are payable under the Policy plus the amount of life benefits payable for pending claims that were incurred by the members who were insured under the Policy during the Policy Year and for which EPIC paid life benefits under the Policy during the Policy Year or the four calendar months immediately following the end of that Policy Year. Further, any claim incurred in a Policy Year and not reported to EPIC by the end of the fourth calendar month immediately following the end of that Policy Year will be deemed to be an incurred claim in the Policy Year EPIC pays it. Incurred Claims shall also include Conversion Charges per covered life for an insured person who converts their group term life coverage under the Policy to an EPIC individual whole life insurance policy during that Policy Year.
- (7) "Policy Year" means the 12 consecutive calendar months starting on an Anniversary Date and ending on the day immediately before the next Anniversary Date.
- (8) "Premium Stabilization Fund" means the account established by EPIC to hold Surplus, adjusted annually according to this Agreement.
- (9) "Retention" means the premium component covering EPIC's administrative costs, taxes, commissions, margin, and all other cost factors as determined by EPIC. The Policy's Retention for a Policy Year is 9% of the Billed Premium Rate per member per calendar month multiplied by the members insured each month during a Policy Year.
- (10) "Surplus" means the positive total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

**Section 2 – Premium Funding Arrangement using a Premium Stabilization Fund**

- (1) The Policy shall be funded by the Group's timely payment of Billed Premiums in accordance with the premium and grace period provisions of the Policy, based on the Group being a standard fully insured life risk. This Agreement shall in no way amend or change the premium and grace period provisions of the Policy under which the Group is obligated to pay Billed Premiums timely to EPIC.
- (2) EPIC shall maintain the Premium Stabilization Fund for the Group in accordance with this Agreement and provide the Group with an annual written accounting of adjustments to the Premium Stabilization Fund. EPIC may invest and use the monies credited to or deposited in the Premium Stabilization Fund as EPIC deems appropriate at its sole discretion and without the need to obtain the approval or consent of the Group.

**Section 3 – Annual Settlement**

- (1) For each Policy Year, EPIC shall complete a Policy Year-end accounting to determine whether the Earned Premium less the sum of Incurred Claims and Retention during that Policy Year resulted in a Surplus or Deficit. Any Surplus or Deficit determined by EPIC using its accounting formula shall be applied to a Premium Stabilization Fund held by EPIC for the Group.

**Attachment 3**

(2) Interest will accrue on the amount of funds which exist in the Premium Stabilization Fund as of each Anniversary Date using one of the following two options, as determined by the Group and communicated to EPIC no later than 14 calendar days after the immediately prior Anniversary Date:

(a) the one-year United States Government Treasury note rate less one-tenth of one percent (0.10%), as published in the edition of the Wall Street Journal on the last business day of the immediately prior Policy Year; or

(b) the greater of

(i) the Bloomberg Barclays U.S. Aggregate Bond Index less one-half of one percent (0.50%), as published in the edition of the Wall Street Journal on the last business day of the immediately prior Policy Year, or

(ii) zero percent.

Such interest will be noted in the Annual Settlement.

Example: The interest rate options are identified on September 30, 2019. The Group must inform EPIC of the option selected no later than October 14, 2019. This rate will be used to calculate the interest on the amount in the Premium Stabilization Fund on October 1, 2019.

(3) The following formula shows the calculations that will be done by EPIC for the Annual Settlement:

(a) Experience Adjustment

Total Policy Year Earned Premium minus the Incurred Claims for  
that Policy Year minus the Retention equals Surplus or Deficit

(b) If the Annual Settlement results in a Surplus as determined by EPIC, then the Surplus shall be credited to or deposited by EPIC in the Premium Stabilization Fund.

(c) If the Annual Settlement results in a Deficit as determined by EPIC, the Deficit shall be recovered by EPIC from the Group as follows. To the extent possible the Premium Stabilization Fund will be reduced by the Deficit to settle the Group's debt to EPIC. Any remaining unpaid balance of the Deficit shall be due and owing by the Group and paid to EPIC within 30 calendar days immediately following the day on which the Annual Settlement for this Agreement is sent by EPIC to the Group. The Group's failure to pay the Deficit to EPIC within this 30 day period shall obligate and require the Group to pay to EPIC a late payment fee equal to 1.5% of that Deficit due and owing to EPIC, and such late payment fee shall accrue monthly for each calendar month until EPIC receives from the Group its payment in full of the Deficit and all late payment fees that have accrued until that date on which EPIC receives payment in full of the Deficit.

(d) Adjustment to Premium Stabilization Fund balance

Prior Policy Year Premium Stabilization Fund balance plus Surplus or Deficit plus Interest Income equals Premium Stabilization Fund balance

#### Section 4 – Premium Stabilization Fund Balance

When the amount held in the Premium Stabilization Fund exceeds 35% of Billed Premium for the previous Policy Year, the Group may elect to withdraw any portion of the amount which exceeds this 35% of Billed Premium level. Election to withdraw any such excess monies must be made in writing by an authorized representative for the Group and inform EPIC as to the method of disbursement chosen by the Group for that specific disbursement. The Group may choose (a) to have a disbursement of such excess monies sent to the Group, or (b) applied to pay future premium payments owed by the Group for the Policy, or (c) applied to pay for future benefit enhancements of the Policy, or (d) any other uses mutually agreed upon in writing by the parties. The balance of the Premium Stabilization Fund shall be reduced by the amount of the disbursement. No disbursement or series of disbursements requested by the Group shall reduce or lower the balance of the Premium Stabilization Fund to an amount less than 35% of the previous Policy Year's Billed Premium.

#### Section 5 – Effective Date and Termination of Agreement

- (1) Effective Date. The parties executed and delivered this Agreement on [insert date of signing], but it is effective as of October 1, 2018.
- (2) This Agreement may be terminated by either party for any reason upon providing the other party with at least 180 calendar days advance written notice of termination.
- (3) This Agreement shall automatically terminate without notice to the parties effective as of 12:01 a.m., Central Standard Time, on the termination date of the Policy.
- (4) Within 165 calendar days after the termination date of this Agreement, EPIC shall calculate a final balance of monies which exist in the Premium Stabilization Fund as of the termination date according to the provisions of this Agreement, notify the Group of that calculation, and EPIC shall then disperse the payable monies due to the Group, if any, in accordance with this Agreement.
- (5) Upon termination of the Policy as of the end of a Policy Year, interest will be credited by EPIC on the amount in the Premium Stabilization Fund on the last day of the Policy Year using the rate selected by Oneida Nation pursuant to Section 4(2), above. Such interest will be noted in the final accounting. If the Group terminates the Policy during a Policy Year, there will be no interest credited by EPIC to the Premium Stabilization Fund for that Policy Year.
- (6) The provisions of Sections 5(4) and 5(5), above, and Section 6, below, shall survive the termination of this Agreement.

#### Section 6 – Governing Law, Jurisdiction, and Limited Waiver of Sovereign Immunity

- (1) This Agreement is made in the State of Wisconsin and shall be governed by, construed and enforced in accordance with the internal laws and administrative rules of the State of Wisconsin, including, but not limited to, all administrative rules issued by the Wisconsin Commissioner of Insurance which apply to this Agreement, without regard to conflict of law purposes. In this

## Attachment 3

regard, the parties agree that EPIC shall comply with the applicable laws and rules of the State of Wisconsin with respect to the issuance and administration of the Policy, including, but not limited to, grievance/appeal rights of persons covered under the Policy under the applicable laws and administrative rules of the State of Wisconsin.

(2) The Group submits, and shall be subject to, the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Wisconsin, and consents to the personal jurisdiction of that court. However, notwithstanding the foregoing, if by application of federal law the United States District Court for the Eastern District of Wisconsin does not have, and cannot obtain, jurisdiction of any dispute between the Group and EPIC, then for that dispute the Group submits, and shall be subject to, the exclusive jurisdiction and venue of Brown County Circuit Court, Wisconsin, and consents to the personal jurisdiction of that court for that dispute. The Group's waiver, submission, and consent includes, but is not limited to, the right to sue and be sued as well as its agreement to have any and all remedies and judgments enforced in such court of law.

(3) On behalf of itself and all tribal members and their dependents, including, but not limited to, persons seeking to become covered persons under this Agreement or the Policy, the Group expressly and unequivocally waives any requirement of exhaustion of tribal remedies and grants a limited waiver of its sovereign immunity from suit and other legal actions and proceedings for any and all claims, disputes or other matters arising under, in connection with, or related to this Agreement or the Policy. The limited waiver of sovereign immunity granted herein by the Group shall pertain to disputes between EPIC, any affiliate of EPIC, or its parent company, Wisconsin Physicians Service Insurance Corporation, and the Group, or any tribal entity of the Group, arising under or pertaining to this Agreement. In addition, the parties understand and agree that any monetary judgment issued by a court of competent jurisdiction against the Group pursuant to this limited waiver of sovereign immunity shall be expressly limited to an amount not to exceed \$5 million. The Group agrees to take all necessary steps to effectuate this limited waiver of sovereign immunity as an express condition precedent to the operation of this Agreement.

#### Section 7 – Miscellaneous

(1) Severability. If any provision of this Agreement shall be unenforceable under the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with the applicable law, and this Agreement shall then be construed so as to best serve the intention of the parties at the time of the execution of this Agreement.

(2) Captions. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms, conditions, or intent of any provisions of this Agreement.

(3) Counterparts; Signatures. This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. All parties to this Agreement consent to do business electronically and agree that this Agreement, and any amendments or other contract documents referencing this Agreement, may be executed by way of electronic transmission of a scanned signed document or by electronic signature, and if so, shall be considered an original. "Electronic signature" shall have the meaning outlined in the Uniform Electronic Transactions Act.

## Attachment 3

- (4) Binding Effect. Except as provided to the contrary herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, spouses, heirs and legal representatives, as applicable.
- (5) Entire Agreement. This Agreement constitutes the entire agreement between or among the parties regarding its subject matter as of the date hereof, and supersedes all prior agreements, statements, understandings, and representations of the parties with respect thereto.
- (6) Rights of Creditors. The provisions of this Agreement are not intended to be for the benefit of any person (other than a party) to whom any debts, liabilities, or obligations are owed by, or who otherwise has a claim against, either of the parties, and no such person shall have any rights under such provisions or shall by reason of such provisions make any claim in respect of any of such debts, liabilities, or obligations against the party or parties.
- (7) Assignment. The rights and obligations set forth in this Agreement are personal and shall not be sold, assigned, transferred or pledged, whether by contract, operation of law or otherwise, without the prior written consent of all of the other parties. Any attempt to assign, transfer, pledge, or make any other disposition of this Agreement or of the rights, interests, and benefits contrary to the foregoing provision, or the levy of any attachment or similar process thereupon, shall be null and void and without effect.
- (8) Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in a writing signed by the parties.
- (9) Amendments. This Agreement may be amended only by a written addendum executed by the parties.
- (10) Rules of Construction. Whenever in this Agreement the context so suggests, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive. References to Sections include all subsections which are subsidiary to the Section referred to.

The parties, by their duly authorized representatives, have executed and delivered this Agreement effective as of the date stated in the preamble.

For The EPIC Life Insurance Company

For Oneida Nation

\_\_\_\_\_  
Craig Campbell, Chief Operating Officer

\_\_\_\_\_  
Tehassi Hill, Oneida Nation Chairman

Date \_\_\_\_\_

Date \_\_\_\_\_

Regular Trust Enrollment Committee Minutes  
22 January 2019  
Page 4 of 6

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**D. Amendments to Premium Stabilization Fund – Keith Doxtator**

10-23-18 Motion to approve amendments to the Premium Stabilization Fund Agreement, and to submit for Law Office review, and then place on a Business Committee agenda for final approval 11-27-18 Trust Enrollment Director and Legal Advocate drafting resolution for BC adoption. Motion to approve update. 12-18-18 Motion to place the Premium Stabilization Fund Agreement on the Rescheduled Quarterly Joint OTEC-OBC Meeting.

**01-22-19 Status Update – Request to Approve Update**

A draft Business Committee Resolution was handed out.

Debra Danforth motioned to accept EPIC's revision to the Premium Stabilization Fund Agreement and to place the draft Business Committee Resolution on the next available Business Committee agenda. Seconded Elaine Skenandore-Cornelius. Motion carried unanimously.

[REDACTED]

[REDACTED]

**C.**

[REDACTED]

[REDACTED]

## Attachment 5



Premium Stabilization Fund Agreement  
between  
Oneida Tribe of Indians of Wisconsin  
And  
The EPIC Life Insurance Company  
effective October 1, 2009  
for  
EPIC Group Term Life Insurance Policy No. 11-803478

Effective as of October 1, 2018~~09~~, this amended and restated Premium Stabilization Fund Agreement ("Agreement") is made a part of the EPIC Group Term Life Insurance Policy No. 11-803478 ("Policy") issued by The EPIC Life Insurance Company ("EPIC") to the Oneida ~~Tribe of Indians of Wisconsin~~ Nation ("Group"). EPIC and the Group are each referred to in this Agreement individually as a "party" and collectively as the "parties". as the group policyholder ("Policy"). EPIC and the Group are referred to in this Agreement individually as a "party" and collectively as the "parties."

WITNESSETH Recitals:

A. WHEREAS, EPIC has issued the Policy to the Group to insure eligible members of the Group for group term life insurance; and

B. WHEREAS, The parties are entering into this Agreement to set forth their respective rights and obligations with respect to the calculation and payment of the Billed Premiums becoming due and payable by the Group to EPIC in accordance with the Policy, including, but not limited to, the establishment and use of a Premium Stabilization Fund for the Policy.

C. NOW, THEREFORE The parties wish to amend and restate the original Agreement dated October 1, 2009, in its entirety as set out herein. I

I, in consideration of the above recitals, premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Section 1 – Initial Policy Period and Subsequent Policy Periods Defined Terms

In addition to each term, if any, used in this Agreement that is defined in the Policy, the following terms shall have the meanings set forth below.

(1) "Anniversary Date" means the October 1 during a calendar year while this Agreement is in force, including October 1, 2018. The Anniversary Date is the first day of that Policy Year.

(2) "Billed Premium" means the monthly amount owed to EPIC by the Group which is calculated by EPIC by multiplying the total number of insured members for that month of coverage times the Billed Premium Rate. The Billed Premium Rate as of the initial Anniversary Date is \$10.68 per insured member per month of coverage and may be changed periodically by EPIC in accordance with the provisions of the Policy. However, the Billed Premium Rate may only be increased by EPIC if the Premium Stabilization Fund has a deficit balance or the Annual Settlement reported a Deficit in two of the prior three Policy Years.

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## Attachment 5

(3) “Conversion Charge” means the dollar amount added to the Incurred Claims when a member who is insured under the Policy converts his or her group term life coverage to an individual whole life insurance policy issued by EPIC. The Conversion Charge is equal to \$90.00 per \$1,000 of converted whole life coverage. [For example, when an insured member who has \$15,000 of group term life coverage under the Policy converts their coverage to an EPIC \$15,000 individual whole life insurance policy, the Incurred Claims during the Policy Year of the conversion will include a Conversion Charge of \$1,350 ( $90 \times 15 = \$1,350$ ).]

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(4) “Deficit” means the negative total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

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(5) “Earned Premium” means the total dollar amount of all Billed Premiums determined by EPIC to be paid by the Group to EPIC under the Policy during the Policy Year.

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(6) “Incurred Claims” means the actual, valid claims for which EPIC determines life benefits are payable under the Policy plus the amount of life benefits payable for pending claims that were incurred by the members who were insured under the Policy during the Policy Year and for which EPIC paid life benefits under the Policy during the Policy Year or the four calendar months immediately following the end of that Policy Year. Further, any claim incurred in a Policy Year and not reported to EPIC by the end of the fourth calendar month immediately following the end of that Policy Year will be deemed to be an incurred claim in the Policy Year EPIC pays it. Incurred Claims shall also include Conversion Charges per covered life for an insured person who converts their group term life coverage under the Policy to an EPIC individual whole life insurance policy during that Policy Year.

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(7) “Policy Year” means the 12 consecutive calendar months starting on an Anniversary Date and ending on the day immediately before the next Anniversary Date.

(8) “Premium Stabilization Fund” means the account established by EPIC to hold Surplus, adjusted annually according to this Agreement.

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(9) “Retention” means the premium component covering EPIC’s administrative costs, taxes, commissions, margin, and all other cost factors as determined by EPIC. The Policy’s Retention for a Policy Year is 9% of the Billed Premium Rate per member per calendar month multiplied by the members insured each month during a Policy Year.

(10) “Surplus” means the positive total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

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#### Section 2 – Premium Funding Arrangement Using a Premium Stabilization Fund

(1) The Policy shall be funded by the Group’s timely payment Billed Premiums in accordance with the premium and grace period provisions of the Policy, based on the Group being a standard fully insured life risk. This Agreement shall in no way amend or change the premium and grace period provisions of the Policy under which the Group is obligated to pay Billed Premiums timely to EPIC.

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## Attachment 5

(2) EPIC shall maintain the Premium Stabilization Fund for the Group in accordance with this Agreement and provide the Group with an annual written accounting of adjustments to the Premium Stabilization Fund. EPIC may invest and use the monies credited to or deposited in the Premiums Stabilization Fund as EPIC deems appropriate at its sole discretion and without the need to obtain the approval or consent of the Group.

### Section 3 – Annual Settlement

(1) For each Policy Year, EPIC shall complete a Policy Year-end accounting to determine whether the Earned Premium less the sum of Incurred Claims and Retention during that Policy Year resulted in a Surplus or Deficit. Any Surplus or Deficit determined by EPIC using its accounting formula shall be applied to a Premium Stabilization Fund held by EPIC for the Group.

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(2) Interest will accrue on the amount of funds which exist in the Premium Stabilization Fund as of each Anniversary Date using one of the following two options, as determined by the Group and communicated to EPIC no later than 14 calendar days after the immediately prior Anniversary Date:

(a) the one-year United States Government Treasury note rate less one-tenth of one percent (0.10%), as published in the edition of the Wall Street Journal on the last business day of the immediately prior Policy Year; or

(b) the greater of

(i) the Bloomberg Barclays U.S. Aggregate Bond Index less one-half of one percent (0.05%), as published in the edition of the Wall Street Journal on the last business day of the immediately prior Policy Year; or

(ii) zero percent

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Such interest will be noted in the Annual Settlement.

Example: The interest rate options are identified on September 30, 2019. The Group must inform EPIC of the option selected no later than October 14, 2019. This rate will be used to calculate the interest on the amount in the Premium Stabilization Fund on October 1, 2019.

(3) The following formula shows the calculations that will be done by EPIC for the Annual Settlement:

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(a) Experience Adjustment

Total Policy Year Earned Premium minus the Incurred Claims for that Policy Year minus the Retention equals Surplus or Deficit

(b) If the Annual Settlement results in a Surplus as determined by EPIC, then the

## Attachment 5

Surplus shall be credited to or deposited by EPIC in the Premium Stabilization Fund.

- (c) If the Annual Settlement results in a Deficit as determined by EPIC, the Deficit shall be recovered by EPIC from the Group as follows: To the extent possible, the Premium Stabilization Fund will be reduced by the Deficit to settle the Group's debt to EPIC. Any remaining unpaid balance of the Deficit shall be due and owing by the Group and paid to EPIC within 30 calendar days immediately following the day on which the Annual Settlement for this Agreement is sent by EPIC to the Group. The Group's failure to pay the Deficit to EPIC within this 30 day period shall obligate and require the Group to pay to EPIC a late payment fee equal to 1.5% of that Deficit due and owing to EPIC, and such late payment fee shall accrue monthly for each calendar month until EPIC receives from the Group its payment in full of the Deficit and all late payment fees that have accrued until that date on which EPIC receives payment in full of the Deficit.

- (d) Adjustment to Premium Stabilization Fund balance

Prior Policy Year Premium Stabilization Fund balance plus Surplus or Deficit plus Interest Income equals Premium Stabilization Fund balance

For purposes of this Agreement, the Policy's Initial Policy Period is defined as the first thirty six (36) consecutive calendar months starting at 12:01 a.m., Central Standard Time, on October 1, 2009, and ending at 11:59 p.m., Central Standard Time, on September 30, 2012, or the Policy's termination date, whichever occurs first as determined by EPIC. Thereafter, each subsequent Policy Period of the Policy, if any, is defined as the twelve (12) consecutive calendar months starting at 12:01 a.m., Central Standard Time, on the next following October 1 and ending at 11:59 p.m., Central Standard Time, on the next following September 30, or the Policy's termination date, whichever occurs first as determined by EPIC.

#### Section 2 – Premium Funding Arrangement using a Premium Stabilization Fund

The Policy shall be funded by the Group's timely payment of monies as Billed Premiums in accordance with the premium and grace period provisions of the Policy, based on the Group being a standard fully insured life risk. This Agreement shall in no way amend or change the premium and grace period provisions of the Policy under which the Group is obligated to pay Billed Premiums timely to EPIC. For each Policy Year EPIC shall complete a Policy Year-end accounting to determine whether the Earned Premium less the sum of Incurred Claims and Retention during that Policy Year resulted in a Surplus or (Deficit). Any Surplus or (Deficit) determined by EPIC using its accounting formula shall be applied to a Premium Stabilization Fund held by EPIC for the Group. Interest will accrue on the amount of funds which exists in the Premium Stabilization Fund as of each Anniversary Date using the one (1) year United States Government Treasury note rate less one-tenth of one percent (0.10%), as published in the edition of the Wall Street Journal newspaper published on the date commencing the immediately succeeding Policy Year.

#### Section 43 – Premium Stabilization Fund Balance

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## Attachment 5

~~EPIC shall maintain the Premium Stabilization Fund for the Group in accordance with this Agreement and provide the Group with an annual written accounting of adjustments to the Premium Stabilization Fund. EPIC may invest and use the monies credited to or deposited in the Premium Stabilization Fund as EPIC deems appropriate at its sole discretion and without needing to obtain the approval or consent of the Group. After one hundred and twenty (120) calendar days has elapsed since the termination date of the Policy and this Agreement, within forty-five (45) calendar days of the end of that one hundred and twenty (120) calendar day period, EPIC shall calculate a final balance of monies which exist in the Premium Stabilization Fund as of the Policy's termination date according to the provisions of this Agreement, notify the Group of that calculation, and EPIC shall then disperse the payable monies due to the Group, if any, in accordance with the Policy.~~

When the amount ~~credited to the Group~~ held in the Premium Stabilization Fund exceeds ~~thirty five percent (35%)~~ of Billed Premium for the previous Policy Year, the Group may elect to withdraw any portion of the amount which exceeds this ~~thirty five percent (35%)~~ of Billed Premium level. ~~Election to withdraw any such excess monies must be made in writing by an authorized representative for the Group and inform EPIC as to the method of disbursement chosen by the Group for that specific disbursement. The Group may choose (a) to have a disbursement of such excess monies sent to the Group, or (b) applied to pay future premium payments owed by the Group for the Policy, or (c) applied to pay for future benefit enhancements of the Policy, or (d) any other uses mutually agreed upon in writing by the parties. The balance of the Premium Stabilization Fund shall be reduced by the amount of the disbursement. No disbursement or series of disbursements requested by the Group shall reduce or lower the balance of the Premium Stabilization Fund to an amount less than thirty five percent (35% of the previous Policy Year's) of Billed Premium.~~

#### Section 4 — Annual Settlement

##### (1) — Defined Terms

In addition to each term, if any, used in this Agreement that is defined in the Policy, the following additional terms used in this Agreement shall have the meanings set forth below:

(a) — Anniversary Date means the October 1 occurring during a calendar year while this Agreement is in force, including and following October 1, 2009. The Anniversary Date is the first day of that Policy Year.

(b) — Billed Premium means the monthly amount owed to EPIC by the Group which is calculated by EPIC by multiplying the total number of insured members for that month of coverage times the Billed Premium Rate. The Billed Premium Rate as of the initial Anniversary Date is \$10.68 per insured member per month of coverage. On or after the fourth Anniversary Date (October 1, 2012), the Billed Premium Rate may be changed periodically by EPIC in accordance with provisions of the Policy. However, the Billed Premium Rate may only be increased by EPIC if the Premium Stabilization Fund has a deficit balance or the Annual Settlement reported a (Deficit) in two of the last three

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## Attachment 5

Policy Years.

(c) — Conversion Charge means the dollar amount added to the Incurred Claims when a member who is insured under the Policy converts his or her group term life coverage to an individual whole life insurance policy issued by EPIC. The Conversion Charge is equal to \$90.00 per \$1,000 of converted whole life coverage. [For example, when an insured member who has \$15,000 of group term life coverage under the Policy converts their coverage to an EPIC \$15,000 individual whole life insurance policy, the Incurred Claims during the Policy Period of the conversion will include a Conversion Charge of \$1,350.00 ( $\$90.00 \times 15 = \$1,350.00$ ).]

(d) — Earned Premium means the total dollar amount of all Billed Premiums determined by EPIC to be paid by the Group to EPIC under the Policy during the Policy Year.

(e) — (Deficit) means the negative total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

(f) — Surplus means the positive total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

(g) — Incurred Claims means the actual, valid claims for which EPIC determines life benefits are payable under the Policy plus the amount of life benefits payable for pending claims that were incurred by the members who were insured under the Policy during the Policy Year, and, for which EPIC paid life benefits under the Policy during the Policy Year or the four (4) calendar months immediately following the end of that Policy Year. Further, any claim incurred in a Policy Year and not reported to EPIC by the end of the fourth (4<sup>th</sup>) calendar month immediately following the end of that Policy Year will be deemed to be an incurred claim in the Policy Year in which that claim is actually reported to EPIC. Incurred Claims shall also include Conversion Charges per covered life for an insured person who converts their group term life coverage under the Policy to an EPIC individual whole life insurance policy during that Policy Year.

(h) — Policy Period has the meaning set forth in Section 1 of this Agreement.

(i) — Policy Year means the twelve (12) consecutive calendar months starting on an Anniversary Date and ending on the day immediately before the next Anniversary Date.

(j) — Premium Stabilization Fund means the account established by EPIC to hold Surplus, adjusted annually according to this Agreement.

(k) — Retention means the premium component covering EPIC's administrative costs, taxes, commissions, margin, and all other cost factors as determined by EPIC. The Policy's Retention for a Policy Year is nine percent (9%) of the Billed Premium Rate per member per calendar month multiplied by the members insured each month during a Policy Year.

(2) — An annual settlement shall be completed by EPIC and sent in writing to the Group within

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## Attachment 5

forty-five calendar days following the end of a one-hundred-and-twenty (120)-calendar-day period immediately following the end of each Policy Year, or the Policy's termination date, whichever occurs first as determined by EPIC. If the Group terminates the Policy during a Policy Year, there will be no interest credited by EPIC to the Premium Stabilization Fund for that Policy Year.

- (3) Interest will be credited to the balance in the Premium Stabilization Fund by EPIC on an annual basis on the Anniversary Date beginning the next Policy Year. The interest rate will be determined by using the one (1)-year United States Government Treasury note rate less one-tenth of one percent (0.10 %), as published in the edition of the Wall Street Journal newspaper published on the Policy's Anniversary Date commencing the next Policy Year, or the interest rate will be zero (0), whichever is greater as determined by EPIC. Any applicable interest shall be credited by EPIC to the Premium Stabilization Fund on the next Anniversary Date following the end of that Policy Year after the interest rate was determined and such interest will be noted in the annual settlement.

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- (4) The following formula shows the calculations that will be done by EPIC for the annual settlement, using these terms as defined in subsection (1) above:

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- (a) Experience Adjustment

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Total Policy Year Earned Premium minus the Incurred Claims for  
that Policy Year minus the Retention equals Surplus or (Deficit)

- (b) If the annual settlement results in a Surplus as determined by EPIC, then the Surplus shall be credited to or deposited by EPIC in the Premium Stabilization Fund.

- (c) If the annual settlement results in a (Deficit) as determined by EPIC, the (Deficit) shall be recovered by EPIC from the Group as follows. To the extent possible the Premium Stabilization Fund will be reduced by the (Deficit) to settle the Group's debt to EPIC. Any remaining unpaid balance of the (Deficit) shall be due and owing by the Group and paid to EPIC within thirty (30) calendar days immediately following the day on which the annual settlement for this Agreement is sent by EPIC to the Group. The Group's failure to pay the (Deficit) to EPIC within said thirty-day (30)-period shall obligate and require the Group to pay to EPIC a late payment fee equal to one and one half percent (1.5%) of that (Deficit) due and owing to EPIC, and such late payment fee shall accrue monthly for each calendar month until EPIC receives from the Group its payment in full of the (Deficit) and all late payment fees that have accrued until that date on which EPIC receives payment in full of the (Deficit).

- (d) Adjustment to Premium Stabilization Fund balance

Prior Policy Year Premium Stabilization Fund balance plus Surplus or (Deficit)  
plus Interest Income equals Premium Stabilization Fund balance

#### Section 5 — Effective Date and Termination of Agreement

## Attachment 5

~~(1) This Agreement may be terminated after the Initial Policy Period by either party for any reason upon providing the other party with at least one hundred and eighty (180) calendar days advance written notice of termination.~~

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~~(1) Effective Date. The parties executed and delivered this Agreement on [insert date of signing], but it is effective as of October 1, 2018.~~

~~(2) This Agreement may be terminated by either party for any reason upon providing the other party with at least 180 calendar days advance written notice of termination.~~

~~(3) This Agreement shall automatically terminate without notice to the parties effective as of 12:01 a.m., Central Standard Time, on the termination date of the Policy.~~

~~(4) Within 165 calendar days after the termination date of this Agreement, EPIC shall calculate a final balance of monies which exist in the Premium Stabilization Fund as of the termination date according to the provisions of this Agreement, notify the Group of that calculation, and EPIC shall then disperse the payable monies due to the Group, if any, in accordance with this Agreement.~~

~~(5) Upon termination of the Policy as of the end of a Policy Year, interest will be credited by EPIC on the amount in the Premium Stabilization Fund on the last day of the Policy Year using the rate selected by the Oneida Nation pursuant to Section 3(2), above. Such interest will be noted in the final accounting. If the Group terminates the Policy during a Policy Year, there will be no interest credited by EPIC to the Premium Stabilization Fund for that Policy Year.~~

~~(6) The provisions of Sections 5(4) and 5(5), above, and Section 6, below, shall survive the termination of this Agreement.~~

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~~(2) This Agreement shall automatically terminate without notice to the parties effective as of 12:01 a.m., Central Standard Time, on the termination date of the Policy.~~

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~~(3) The rights, obligations, and liabilities of the parties under Section 4 of this Agreement shall survive the termination of this Agreement.~~

#### Section 6 – Governing Law, Jurisdiction and Limited Waiver of Sovereign Immunity

~~(1) This Agreement is made in the State of Wisconsin and shall be governed by, construed and enforced in accordance with the internal laws and administrative rules of the State of Wisconsin, including, but not limited to, all administrative rules issued by the Wisconsin Commissioner of Insurance which apply to this Agreement, without regard to conflict of law purposes. In this regard, the parties agree that EPIC shall comply with the applicable laws and rules of the State of Wisconsin with respect to the issuance and administration of the Policy, including, but not limited to, grievance/appeal rights of persons covered under the Policy under the applicable laws and administrative rules of the State of Wisconsin.~~

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~~(2) The Group hereby submits, and shall be subject to, the exclusive jurisdiction and venue~~

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## Attachment 5

of the United States District Court for the Eastern District of Wisconsin, and ~~hereby~~-consents to the personal jurisdiction of that court. However, notwithstanding the foregoing, if by application of federal law the United States District Court for the Eastern District of Wisconsin does not have, and cannot obtain, jurisdiction of any dispute between the Group and EPIC, then for that dispute the Group ~~hereby~~-submits, and shall be subject to, the exclusive jurisdiction and venue of Brown County Circuit Court, Wisconsin, and ~~hereby~~-consents to the personal jurisdiction of that court for that dispute. The Group's waiver, submission, and consent includes, but is not limited to, the right to sue and be sued as well as its agreement to have any and all remedies and judgments enforced in such court of law.

(3) On behalf of itself and all tribal members and their dependents, including, but not limited to, persons seeking to become covered persons under this Agreement or the Policy, the Group ~~hereby~~-expressly and unequivocally waives any requirement of exhaustion of tribal remedies and grants a limited waiver of its sovereign immunity from suit and other legal actions and proceedings for any and all claims, disputes or other matters arising under, in connection with, or related to this Agreement or the Policy. The limited waiver of sovereign immunity granted herein by the Group shall pertain to disputes between EPIC, any affiliate of EPIC, or its parent company, Wisconsin Physicians Service Insurance Corporation, and the Group, or any tribal entity of the Group, arising under or pertaining to this Agreement. In addition, the parties understand and agree that any monetary judgment issued by a court of competent jurisdiction against the Group pursuant to this limited waiver of sovereign immunity shall be expressly limited to an amount not to exceed ~~Five Million Dollars (\$5,000,000.00)~~ \$5 million. The Group agrees to take all necessary steps to effectuate this limited waiver of sovereign immunity as an express condition precedent to the operation of this Agreement.

#### Section 7 – Miscellaneous

##### ~~Severability.(1) — Severability.~~

(1) If any provision of this Agreement shall be unenforceable under the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with the applicable law, and this Agreement shall then be construed so as to best serve the intention of the parties at the time of the execution of this Agreement.

##### (2) Captions.

The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms, conditions, or intent of any provisions of this Agreement.

##### (3) Counterparts; Signatures.

This Agreement may be executed in counterparts.- Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document. All parties to this Agreement consent to do business electronically and agree that this Agreement, and any amendments or other contract documents

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## Attachment 5

referencing this Agreement, may be executed by way of electronic transmission of a scanned signed document or by electronic signature, and if so, shall be considered an original. "Electronic signature" shall have the meaning outlined in the Uniform Electronic Transactions Act.

(4) Binding Effect.

Except as provided to the contrary herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, spouses, heirs and legal representatives, as applicable.

(5) Entire Agreement.

This Agreement constitutes the entire agreement between or among the parties regarding its subject matter as of the date hereof, and supersedes all prior agreements, statements, understandings, and representations of the parties with respect thereto.

(6) Rights of Creditors.

The provisions of this Agreement are not intended to be for the benefit of any person (other than a party) to whom any debts, liabilities, or obligations are owed by, or who otherwise has a claim against, either of the parties, and no such person shall have any rights under such provisions or shall by reason of such provisions make any claim in respect of any of such debts, liabilities, or obligations against the party or parties.

(7) Assignment.

The rights and obligations set forth in this Agreement are personal and shall not be sold, assigned, transferred or pledged, whether by contract, operation of law or otherwise, without the prior written consent of all of the other parties. Any attempt to assign, transfer, pledge, or make any other disposition of this Agreement or of the rights, interests, and benefits contrary to the foregoing provision, or the levy of any attachment or similar process thereupon, shall be null and void and without effect.

(8) Waiver.

No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in a writing signed by the parties.

(9) Amendments.

This Agreement may be amended only by a written addendum executed by the parties.

~~(10) Rules of Construction.~~

(10) Whenever in this Agreement the context so suggests, ~~references to the masculine shall be deemed to include the feminine and the neuter,~~ references to the singular shall be deemed to

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## Attachment 5

include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive. -References to Sections herein include all subsections which are subsidiary to the Section referred to.

~~IN WITNESS WHEREOF~~, The parties, by their duly authorized representatives, have executed and delivered ~~their counterparts of~~ this Agreement effective as of the date first written above.

For The EPIC Life Insurance Company

For Oneida ~~Tribe of Indians of~~  
~~Wisconsin~~ Nation

~~Timothy J. Heaton~~ Craig Campell

Chief Operating Officer

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date \_\_\_\_\_

Date \_\_\_\_\_

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Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them.

## ***Oneida Tribe of Indians of Wisconsin***

### **BUSINESS COMMITTEE**



**P.O. Box 365 • Oneida, WI 54155**

**Telephone: 920-869-4364 • Fax: 920-869-4040**

Resolution 06-24-09-A



UGWA DEMOLUM YATEHE  
Because of the help of  
this Oneida Chief in  
cementing a friendship  
between the six nations  
and the colony of  
Pennsylvania, a new  
nation, the United States  
was made possible.

### *Approving a Limited Waiver of Sovereign Immunity for A Premium Stabilization Fund Agreement between The Oneida Tribe of Indians of Wisconsin and The EPIC Life Insurance Company*

- WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized government and Treaty Tribe recognized by the law of the United States; and
- WHEREAS, the Oneida General Council is the governing body of the Oneida Tribe of Indians of Wisconsin; and
- WHEREAS, the Oneida Business Committee has been delegated the authority of Article IV, Section I of the Oneida Constitution by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee may be delegated duties and responsibilities by the Oneida General Tribal Council, and is at all times subject to the review powers of the Oneida General Tribal Council, and
- WHEREAS, the Oneida Tribe of Indians of Wisconsin desires to continue to improve the standard of living and quality of life for its membership while acting in a fiscally responsible manner; and
- WHEREAS, the Oneida General Tribal Council, by General Tribal Council motion on August 11, 1997, directed the Oneida Trust Committee to work with Bill Gollnick and bring back a Comprehensive Plan on a Tribal Social Security System, and the Oneida Trust Committee has diligently identified potential social security plan alternatives to meet the needs of the entire tribal membership; and
- WHEREAS, the Oneida Trust Committee has determined that a life insurance plan is the only viable and fiscally feasible option available to all enrolled tribal members that is tax efficient, flexible and meets the objectives set forth in the General Tribal Council motion directive of August 11, 1997; and

- WHEREAS, the Oneida Business Committee and Oneida Trust Committee passed Joint Resolution #10-01-08-A, supporting the proposed Oneida Life Insurance Plan Plus that would consist of \$15,000 of life insurance benefits directly payable to the insured's designated beneficiary or beneficiaries; and
- WHEREAS, GTC Resolution 1-17-09-B approved the Oneida Life Insurance Plan Plus to replace the Oneida Burial Fund, and that the Oneida Business Committee and Oneida Trust Committee shall implement the Oneida Life Insurance Plan Plus for Fiscal Year 2010; and
- WHEREAS, The EPIC Life Insurance Company will insure all enrolled tribal members and administer the life insurance benefits under EPIC Group Term Life Insurance Policy No. 11-803478 that is tailored to meet the specific needs of the Oneida Life Insurance Plan Plus program; and
- WHEREAS, the EPIC Group Term Life Insurance Policy No. 11-803478, contains a Premium Stabilization Fund Agreement that establishes a calculation and payment of billed premiums due and payable by the Oneida Tribe to EPIC, and functions to preserve a negotiated premium rate for an initial period of three years effective October 1, 2009, at 12:01 a.m.; and
- WHEREAS, the Premium Stabilization Fund Agreement provides for a limited waiver of sovereign immunity for purposes of allowing The EPIC Life Insurance Company to enforce the provisions of the Premium Stabilization Fund Agreement; and
- WHEREAS, the Oneida Tribe and The EPIC Life Insurance Company agree to the exclusive jurisdiction and venue of the federal United States District Court for the Eastern District of Wisconsin, or the exclusive jurisdiction and venue of the Brown County Circuit Court, Wisconsin, if the United States District Court for the Eastern District of Wisconsin declines or cannot accept jurisdiction; and
- WHEREAS, the Oneida Tribe and The EPIC Life Insurance Company agree that any monetary judgment that may be issued by a court of competent jurisdiction against the Oneida Tribe under the limited waiver of sovereign immunity shall be limited to a dollar amount of Five Million Dollars (\$5,000,000); and
- WHEREAS, all limited waivers of sovereign immunity shall be made in accordance with the Oneida Nation Sovereign Immunity Ordinance; and
- WHEREAS, the Oneida Trust/Enrollment Committee, by OTC Resolution 06-24-09-A, supports the Premium Stabilization Fund Agreement between the Oneida Tribe of Indians of Wisconsin and The EPIC Life Insurance Company for the EPIC Group Term Life Insurance Policy No. 11-803478, effective October 1, 2009.

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee hereby approves the Oneida Life Insurance Plan Plus program to be administered by The EPIC Life Insurance Company who will insure all enrolled tribal members under EPIC Group Term Life Insurance Policy No. 11-803478, effective October 1, 2009.

BE IT FURTHER RESOLVED, that the Oneida Business Committee hereby approves the limited waiver of sovereign immunity provisions as set forth in the Premium Stabilization Fund Agreement between the Oneida Tribe of Indians of Wisconsin and The EPIC Life Insurance Company for EPIC Group Term Life Insurance Policy No. 11-803478, effective October 1, 2009.

BE IT FINALLY RESOLVED, that Oneida Tribal Chairman Richard G. Hill is hereby authorized to execute the Premium Stabilization Fund Agreement between the Oneida Tribe of Indians of Wisconsin and The EPIC Life Insurance Company for EPIC Group Term Life Insurance Policy No. 11-803478, effective October 1, 2009.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 constitute a quorum. 9 members were present at a regular meeting duly called, noticed, and held on 24<sup>th</sup> day of June 2009; that the foregoing resolution was duly adopted at such meeting by a vote of 8 members for; 0 members against, 0 members abstaining; and that said resolution has not been amended or rescinded in any way.

  
Patricia Hoeft, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."



## Attachment 7

## FIRST AMENDMENT TO PREMIUM STABILIZATION FUND AGREEMENT

**WHEREAS**, The EPIC Life Insurance Company ("EPIC") and the Oneida Tribe of Indians of Wisconsin ("Oneida") (collectively "the Parties") entered into a Premium Stabilization Fund Agreement effective October 1, 2009; and

**WHEREAS**, the Parties wish to amend the Agreement effective October 1, 2011 to clarify the definition of Incurred Claims.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and with the intent of being bound hereby, the Parties hereby agree to replace Section 4(1)(g) of the Agreement with the following:

Incurred Claims means the actual, valid claims for which EPIC determines life benefits are payable under the Policy plus the amount of life benefits payable for pending claims that were incurred by the members who were insured under the Policy during the Policy Year, and, for which EPIC paid life benefits under the Policy during the Policy Year or the four (4) calendar months immediately following the end of that Policy Year. Further, any claim incurred in a Policy Year and not paid by EPIC by the end of the fourth (4<sup>th</sup>) calendar month immediately following the end of that Policy Year will be deemed to be an incurred claim in the Policy Year EPIC pays it. Incurred Claims shall also include Conversion Charges per covered life for a member who converts their group term life coverage under the Policy to an EPIC individual whole life insurance policy during that Policy Year.

All other terms and conditions of the Agreement remain in full force and effect.

Accepted for the Oneida Tribe of Indians of Wisconsin:

By: Edward Defualo

Title: Oneida Tribal Chairman

Date: April 3, 2013

Accepted for The EPIC Life Insurance Company:

By: Timothy J. Heath

Title: COO

Date: April 18, 2013

Premium Stabilization Fund Agreement  
between  
Oneida Tribe of Indians of Wisconsin  
And  
The EPIC Life Insurance Company  
effective October 1, 2009  
for  
EPIC Group Term Life Insurance Policy No. 11-803478

Effective October 1, 2009, this Premium Stabilization Fund Agreement ("Agreement") is made a part of the EPIC Group Term Life Insurance Policy No. 11-803478 issued by The EPIC Life Insurance Company ("EPIC") to the Oneida Tribe of Indians of Wisconsin ("Group") as the group policyholder ("Policy"). EPIC and the Group are referred to in this Agreement individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, EPIC has issued the Policy to the Group to insure eligible members of the Group for group term life insurance; and

WHEREAS, The parties are entering into this Agreement to set forth their respective rights and obligations with respect to the calculation and payment of the Billed Premiums becoming due and payable by the Group to EPIC in accordance with the Policy, including, but not limited to, the establishment and use of a Premium Stabilization Fund for the Policy.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Section 1 – Initial Policy Period and Subsequent Policy Periods

For purposes of this Agreement, the Policy's Initial Policy Period is defined as the first thirty six (36) consecutive calendar months starting at 12:01 a.m., Central Standard Time, on October 1, 2009, and ending at 11:59 p.m., Central Standard Time, on September 30, 2012, or the Policy's termination date, whichever occurs first as determined by EPIC. Thereafter, each subsequent Policy Period of the Policy, if any, is defined as the twelve (12) consecutive calendar months starting at 12:01 a.m., Central Standard Time, on the next following October 1 and ending at 11:59 p.m., Central Standard Time, on the next following September 30, or the Policy's termination date, whichever occurs first as determined by EPIC.

Section 2 – Premium Funding Arrangement using a Premium Stabilization Fund

The Policy shall be funded by the Group's timely payment of monies as Billed Premiums in accordance with the premium and grace period provisions of the Policy, based on the Group being a standard fully insured life risk. This Agreement shall in no way amend or change the premium and grace period provisions of the Policy under which the Group is obligated to pay Billed Premiums timely to EPIC. For each Policy Year EPIC shall complete a Policy Year-end accounting to determine whether the Earned Premium less the sum of Incurred Claims and Retention during that Policy Year resulted in a Surplus or (Deficit). Any Surplus or (Deficit)

determined by EPIC using its accounting formula shall be applied to a Premium Stabilization Fund held by EPIC for the Group. Interest will accrue on the amount of funds which exists in the Premium Stabilization Fund as of each Anniversary Date using the one (1) year United States Government Treasury note rate less one-tenth of one percent (0.10%), as published in the edition of the Wall Street Journal newspaper published on the date commencing the immediately succeeding Policy Year.

### Section 3 – Premium Stabilization Fund Balance

EPIC shall maintain the Premium Stabilization Fund for the Group in accordance with this Agreement and provide the Group with an annual written accounting of adjustments to the Premium Stabilization Fund. EPIC may invest and use the monies credited to or deposited in the Premium Stabilization Fund as EPIC deems appropriate at its sole discretion and without needing to obtain the approval or consent of the Group. After one hundred and twenty (120) calendar days has elapsed since the termination date of the Policy and this Agreement, within forty-five (45) calendar days of the end of that one- hundred-and-twenty-(120)-calendar-day period, EPIC shall calculate a final balance of monies which exist in the Premium Stabilization Fund as of the Policy's termination date according to the provisions of this Agreement, notify the Group of that calculation, and EPIC shall then disperse the payable monies due to the Group, if any, in accordance with the Policy.

When the amount credited to the Group held in the Premium Stabilization Fund exceeds thirty five percent (35%) of Billed Premium for the previous Policy Year, the Group may elect to withdraw any portion of the amount which exceeds this thirty five percent (35%) of Billed Premium level. Election to withdraw any such excess monies must be made in writing by an authorized representative for the Group and inform EPIC as to the method of disbursement chosen by the Group for that specific disbursement. The Group may choose to have a disbursement of such excess monies sent to the Group, or applied to pay future premium payments owed by the Group for the Policy, or applied to pay for future benefit enhancements of the Policy, or any other uses mutually agreed upon in writing by the parties. The balance of Premium Stabilization Fund shall be reduced by the amount of the disbursement. No disbursement or series of disbursements requested by the Group shall reduce or lower the balance of the Premium Stabilization Fund to an amount less than thirty five percent (35%) of Billed Premium.

### Section 4 - Annual Settlement

#### (1) Defined Terms

In addition to each term, if any, used in this Agreement that is defined in the Policy, the following additional terms used in this Agreement shall have the meanings set forth below.

(a) Anniversary Date means the October 1 occurring during a calendar year while this Agreement is in force, including and following October 1, 2009. The Anniversary Date is the first day of that Policy Year.

## Attachment 7

(b) Billed Premium means the monthly amount owed to EPIC by the Group which is calculated by EPIC by multiplying the total number of insured members for that month of coverage times the Billed Premium Rate. The Billed Premium Rate as of the initial Anniversary Date is \$10.68 per insured member per month of coverage. On or after the fourth Anniversary Date (October 1, 2012), the Billed Premium Rate may be changed periodically by EPIC in accordance with provisions of the Policy. However, the Billed Premium Rate may only be increased by EPIC if the Premium Stabilization Fund has a deficit balance or the Annual Settlement reported a (Deficit) in two of the last three Policy Years.

(c) Conversion Charge means the dollar amount added to the Incurred Claims when a member who is insured under the Policy converts his or her group term life coverage to an individual whole life insurance policy issued by EPIC. The Conversion Charge is equal to \$90.00 per \$1,000 of converted whole life coverage. [For example, when an insured member who has \$15,000 of group term life coverage under the Policy converts their coverage to an EPIC \$15,000 individual whole life insurance policy, the Incurred Claims during the Policy Period of the conversion will include a Conversion Charge of \$1,350.00 ( $\$90.00 \times 15 = \$1,350.00$ ).]

(d) Earned Premium means the total dollar amount of all Billed Premiums determined by EPIC to be paid by the Group to EPIC under the Policy during the Policy Year

(e) (Deficit) means the negative total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

(f) Surplus means the positive total dollar amount determined by EPIC by subtracting the Incurred Claims and Retention from the Earned Premium.

(g) Incurred Claims means the actual, valid claims for which EPIC determines life benefits are payable under the Policy plus the amount of life benefits payable for pending claims that were incurred by the members who were insured under the Policy during the Policy Year, and, for which EPIC paid life benefits under the Policy during the Policy Year or the four (4) calendar months immediately following the end of that Policy Year. Further, any claim incurred in a Policy Year and not reported to EPIC by the end of the fourth (4<sup>th</sup>) calendar month immediately following the end of that Policy Year will be deemed to be an incurred claim in the Policy Year in which that claim is actually reported to EPIC. Incurred Claims shall also include Conversion Charges per covered life for an insured person who converts their group term life coverage under the Policy to an EPIC individual whole life insurance policy during that Policy Year.

(h) Policy Period has the meaning set forth in Section 1 of this Agreement.

(i) Policy Year means the twelve (12) consecutive calendar months starting on an Anniversary Date and ending on the day immediately before the next Anniversary Date.

(j) Premium Stabilization Fund means the account established by EPIC to hold Surplus, adjusted annually according to this Agreement.

## Attachment 7

(k) Retention means the premium component covering EPIC's administrative costs, taxes, commissions, margin, and all other cost factors as determined by EPIC. The Policy's Retention for a Policy Year is nine percent (9%) of the Billed Premium Rate per member per calendar month multiplied by the members insured each month during a Policy Year.

- (2) An annual settlement shall be completed by EPIC and sent in writing to the Group within forty five calendar days following the end of a one-hundred-and-twenty-(120)-calendar-day period immediately following the end of each Policy Year, or the Policy's termination date, whichever occurs first as determined by EPIC. If the Group terminates the Policy during a Policy Year, there will be no interest credited by EPIC to the Premium Stabilization Fund for that Policy Year.
- (3) Interest will be credited to the balance in the Premium Stabilization Fund by EPIC on an annual basis on the Anniversary Date beginning the next Policy Year. The interest rate will be determined by using the one (1) year United States Government Treasury note rate less one-tenth of one percent (0.10 %), as published in the edition of the Wall Street Journal newspaper published on the Policy's Anniversary Date commencing the next Policy Year, or the interest rate will be zero (0), whichever is greater as determined by EPIC. Any applicable interest shall be credited by EPIC to the Premium Stabilization Fund on the next Anniversary Date following the end of that Policy Year after the interest rate was determined and such interest will be noted in the annual settlement.
- (4) The following formula shows the calculations that will be done by EPIC for the annual settlement, using these terms as defined in subsection (1) above:

(a) Experience Adjustment

Total Policy Year Earned Premium minus the Incurred Claims for  
that Policy Year minus the Retention equals Surplus or (Deficit)

(b) If the annual settlement results in a Surplus as determined by EPIC, then the Surplus shall be credited to or deposited by EPIC in the Premium Stabilization Fund.

(c) If the annual settlement results in a (Deficit) as determined by EPIC, the (Deficit) shall be recovered by EPIC from the Group as follows. To the extent possible the Premium Stabilization Fund will be reduced by the (Deficit) to settle the Group's debt to EPIC. Any remaining unpaid balance of the (Deficit) shall be due and owing by the Group and paid to EPIC within thirty (30) calendar days immediately following the day on which the annual settlement for this Agreement is sent by EPIC to the Group. The Group's failure to pay the (Deficit) to EPIC within said thirty-day-(30)-period shall obligate and require the Group to pay to EPIC a late payment fee equal to one and one half percent (1.5%) of that (Deficit) due and owing to EPIC, and such late payment fee shall accrue monthly for each calendar month until EPIC receives from the Group its payment in full of the (Deficit) and all late payment fees that have accrued until that date on which EPIC receives payment in full of the (Deficit).

## Attachment 7

- (d) Adjustment to Premium Stabilization Fund balance

Prior Policy Year Premium Stabilization Fund balance plus Surplus or (Deficit) plus Interest Income equals Premium Stabilization Fund balance

Section 5 - Termination of Agreement

- (1) This Agreement may be terminated after the Initial Policy Period by either party for any reason upon providing the other party with at least one hundred and eighty (180) calendar days advance written notice of termination.
- (2) This Agreement shall automatically terminate without notice to the parties effective as of 12:01 a.m., Central Standard Time, on the termination date of the Policy.
- (3) The rights, obligations, and liabilities of the parties under Section 4 of this Agreement shall survive the termination of this Agreement.

Section 6 – Governing Law, Jurisdiction and Limited Waiver of Sovereign Immunity

- (1) This Agreement is made in the State of Wisconsin and shall be governed by, construed and enforced in accordance with the internal laws and administrative rules of the State of Wisconsin, including, but not limited to, all administrative rules issued by the Wisconsin Commissioner of Insurance which apply to this Agreement, without regard to conflict of law purposes. In this regard, the parties agree that EPIC shall comply with the applicable laws and rules of the State of Wisconsin with respect to the issuance and administration of the Policy, including, but not limited to, grievance/appeal rights of persons covered under the Policy under the applicable laws and administrative rules of the State of Wisconsin.
- (2) The Group hereby submits, and shall be subject to, the exclusive jurisdiction and venue of the United States District Court for the Eastern District of Wisconsin, and hereby consents to the personal jurisdiction of that court. However, notwithstanding the foregoing, if by application of federal law the United States District Court for the Eastern District of Wisconsin does not have, and cannot obtain, jurisdiction of any dispute between the Group and EPIC, then for that dispute the Group hereby submits, and shall be subject to, the exclusive jurisdiction and venue of Brown County Circuit Court, Wisconsin, and hereby consents to the personal jurisdiction of that court for that dispute. The Group's waiver, submission, and consent includes, but is not limited to, the right to sue and be sued as well as its agreement to have any and all remedies and judgments enforced in such court of law.
- (3) On behalf of itself and all tribal members and their dependents, including, but not limited to, persons seeking to become covered persons under this Agreement or the Policy, the Group hereby expressly and unequivocally waives any requirement of exhaustion of tribal remedies and grants a limited waiver of its sovereign immunity from suit and other legal actions and proceedings for any and all claims, disputes or other matters arising under, in connection with, or related to this Agreement or the Policy. The limited waiver of immunity granted herein by the Group shall pertain to disputes between EPIC, any affiliate of EPIC, or its parent company,

## Attachment 7

Wisconsin Physicians Service Insurance Corporation, and the Group, or any tribal entity of the Group, arising under or pertaining to this Agreement. In addition, the parties understand and agree that any monetary judgment issued by a court of competent jurisdiction against the Group pursuant to this limited waiver of sovereign immunity shall be expressly limited to an amount not to exceed Five Million Dollars (\$5,000,000.00). The Group agrees to take all necessary steps to effectuate this limited waiver of immunity as an express condition precedent to the operation of this Agreement.

Section 7 – Miscellaneous

## (1) Severability.

If any provision of this Agreement shall be unenforceable under the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with the applicable law and this Agreement shall then be construed so as to best serve the intention of the parties at the time of the execution of this Agreement.

## (2) Captions.

The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms, conditions, or intent of any provisions of this Agreement.

## (3) Counterparts.

This Agreement may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single agreement binding the parties as if they had signed a single document.

## (4) Binding Effect.

Except as provided to the contrary herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, spouses, heirs and legal representatives, as applicable.

## (5) Entire Agreement.

This Agreement constitutes the entire agreement between or among the parties regarding its subject matter as of the date hereof, and supersedes all prior agreements, statements, understandings, and representations of the parties with respect thereto.

## (6) Rights of Creditors.

The provisions of this Agreement are not intended to be for the benefit of any person (other than a party) to whom any debts, liabilities, or obligations are owed by, or who otherwise has a claim against, either of the parties, and no such person shall have any rights under such provisions or

shall by reason of such provisions make any claim in respect of any of such debts, liabilities, or obligations against the party or parties.

(7) Assignment.

The rights and obligations set forth in this Agreement are personal and shall not be sold, assigned, transferred or pledged, whether by contract, operation of law or otherwise, without the prior written consent of all of the other parties. Any attempt to assign, transfer, pledge, or make any other disposition of this Agreement or of the rights, interests, and benefits contrary to the foregoing provision, or the levy of any attachment or similar process thereupon, shall be null and void and without effect.

(8) Waiver.

No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in a writing signed by the parties.

(9) Amendments.

This Agreement may be amended only by a written addendum executed by the parties.

(10) Rules of Construction.

Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine and the neuter, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive. References to Sections herein include all subsections which are subsidiary to the Section referred to.

IN WITNESS WHEREOF, The parties by their duly authorized representatives have executed their counterparts of this Agreement as of the date first written above.

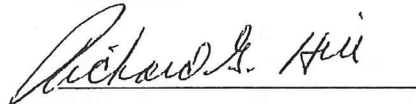
For The EPIC Life Insurance Company



Timothy J. Heaton  
Chief Operating Officer

Date 9/9/09

For Oneida Tribe of Indians of Wisconsin



Name Richard G. Hill  
Oneida Tribal Chairman  
Title

Date Sept 9, 09

Adopt resolution entitled Office of Special Trustee - Sign Off Authority  
**Oneida Business Committee Agenda Request**1. Meeting Date Requested: <sup>27-BT</sup> 02 / 13 / 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:

Please adopt resolution titled "Office of Special Trustee - Sign Off Authority". This replaces OBC Resolution 12-13-17-B

## 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 December 18, 2018 the Trust Enrollment Committee elected new officers which means all custodians and Oneida Trust Fund money managers required an updated list of individuals authorized to receive Oneida Trust Fund information, provide investment instructions, and initiate disbursements. The Bureau of Indian Affairs - Office of Special Trustee is one of those custodians and requests an updated list of authorized individuals to be established through BC Resolution.

I respectfully request the Business Committee to adopt the attached BC Resolution "Office of Special Trustee - Sign Off Authority". This resolution would replace OBC Resolution 12-13-17-B. This is standard resolution is updated when new Business Committee and Trust Enrollment Committee officers are elected. Attached with this request is the following:

1. Proposed Resolution "Office of Special Trustee - Sign Off Authority" (requesting adoption)
2. Statement of Effect by Legislative Reference Office
3. Excerpt of the January 22, 2019 Regular Trust Enrollment Committee's Minutes (approving to submit the proposed resolution)
4. OBC Resolution 12-13-17-B (for reference)

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](mailto:BC_Agenda_Requests@oneidanation.org)

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## BC Resolution #

### Office of Special Trustee – Sign Off Authority

- WHEREAS,** the Oneida Nation (formerly known as the Oneida Tribe of Indians of Wisconsin) is a federally recognized government and Treaty Tribe recognized by the law of the United States 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 I of the Oneida Constitution by the Oneida General Tribal Council, and
- WHEREAS,** the Office of Special Trustee for American Indians has requested the Oneida Nation to determine who is officially authorized to instruct Office of Trust Funds Management to disburse funds and to make investments for the Oneida Nation, and
- WHEREAS,** the Office of Special Trustee requested the authorized officials to be approved by Tribal Resolution;

**NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee approves the following officials to instruct the Office of Trust Funds Management to disburse funds and to make investments for the Oneida Nation:

**The following individuals are recognized by Tribal Resolution to conduct Business with the Office of Trust Funds Management.**

#### Tribal officials Authorized to Receive Oneida Trust Fund Information:

Name (Print)	Signature	Title	Election Date	Term
Tehassi Hill		Tribal Chairman	July 2017	3 yrs
Brandon Yellowbird-Stevens		Tribal Vice-Chairman	July 2017	3 yrs
Lisa Summers		Tribal Secretary	July 2017	3 yrs
Patricia King		Tribal Treasurer	July 2017	3 yrs
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Debra Danforth		Trust Enrollment Vice-Chairwoman	July 2018	3 yrs

BC Resolution \_\_\_\_\_  
Office of Special Trustee – Sign Off Authority  
Page 2 of 2

Geraldine Danforth		Trust Enrollment Secretary	July 2018	3 yrs
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**Tribal Officials Authorized to Provide Investment Instructions:**

Name (Print)	Signature	Title	Election Date	Term
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Keith Doxtator		Trust Enrollment Director	N/A	N/A
Brent Truttmann		Financial Analyst	N/A	N/A

**Tribal Officials Authorized to Initiate Disbursements** (one from the Business Committee and one from the Trust Enrollment Committee required):

Name (Print)	Signature	Title	Election Date	Term
Tehassi Hill		Tribal Chairman	July 2017	3 yrs
Brandon Yellowbird-Stevens		Tribal Vice-Chairman	July 2017	3 yrs
Lisa Summers		Tribal Secretary	July 2017	3 yrs
Patricia King		Tribal Treasurer	July 2017	3 yrs
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Keith Doxtator		Trust Enrollment Director	N/A	N/A
Brent Truttmann		Financial Analyst	N/A	N/A



## Attachment 2

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

**Statement of Effect**

*Office of Special Trustee – Sign Off Authority*

**Summary**

This resolution identifies officials who are granted the authority to instruct the Office of Trust Funds Management to disburse funds and to make investments for the Nation.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office*

*Date: February 1, 2019*

**Analysis by the Legislative Reference Office**

This resolution states that the Office of Special Trustee for American Indians has requested the Nation to determine who is officially authorized to instruct Office of Trust Funds Management to disburse funds and to make investments for the Nation. The Office of Special Trustee requested the authorized officials to be approved by resolution.

Through this resolution the Oneida Business Committee approves certain officials to instruct the Office of Trust Funds Management to disburse funds and to make investments for the Oneida Nation. The resolution specifically provides which officials are authorized to receive Oneida Trust Fund information, provide investment instructions, and initiate disbursements.

**Conclusion**

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

Regular Trust Enrollment Committee Minutes  
22 January 2019  
Page 4 of 6

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## VII. New Business

- A. Office of Special Trustee Sign-Off Authority – Keith Doxtator  
01-22-19 Status Update – **Request to Approve Resolution and Remove from Agenda**  
Debra Danforth motioned to approve the resolution and to remove the item from the agenda.  
Seconded Dylan Benton. Motion carried unanimously.

[REDACTED]

- C. [REDACTED]
- [REDACTED]

## Attachment 4

## Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

**BC Resolution # 12-13-17-B  
Office of Special Trustee – Sign Off Authority**

- WHEREAS,** the Oneida Nation (formerly known as the Oneida Tribe of Indians of Wisconsin) is a federally recognized government and Treaty Tribe recognized by the law of the United States; 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 I of the Oneida Constitution by the Oneida General Tribal Council, and
- WHEREAS,** the Office of Special Trustee for American Indians has requested the Nation to determine who is officially authorized to instruct Office of Trust Funds Management to disburse funds and to make investments for the Nation, and
- WHEREAS,** the Office of Special Trustee requested the authorized officials to be approved by Tribal Resolution; and


**NOW THEREFORE BE IT RESOLVED,** the Oneida Business Committee approves the following officials to instruct the Office of Trust Funds Management to disburse funds and to make investments for the Nation:

**The following individuals are recognized by Tribal Resolution to conduct Business with the Office of Trust Funds Management.**

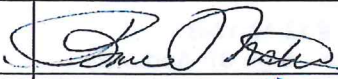

**Tribal officials Authorized to Receive Oneida Trust Fund Information:**

Name (Print)	Signature	Title	Election Date	Term
Tehassi Hill		Tribal Chairman	July 2017	3 yrs
Brandon Yellowbird-Stevens		Tribal Vice-Chairman	July 2017	3 yrs
Lisa Summers		Tribal Secretary	July 2017	3 yrs
Patricia King		Tribal Treasurer	July 2017	3 yrs
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Dylan Benton		Trust Enrollment Vice-Chairman	July 2016	3 yrs

BC Resolution # 12-13-17-B  
Office of Special Trustee – Sign Off Authority  
Page 2 of 2

Carole Liggins		Trust Enrollment Secretary	July 2015	3 yrs
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Tribal Officials Authorized to Provide Investment Instructions:

Name (Print)	Signature	Title	Election Date	Term
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Susan White		Trust Enrollment Director	N/A	N/A

Tribal Officials Authorized to Initiate Disbursements (one from the Business Committee and one from the Trust Enrollment Committee required):

Name (Print)	Signature	Title	Election Date	Term
Tehassi Hill		Tribal Chairman	July 2017	3 yrs
Brandon Yellowbird-Stevens		Tribal Vice-Chairman	July 2017	3 yrs
Lisa Summers		Tribal Secretary	July 2017	3 yrs
Patricia King		Tribal Treasurer	July 2017	3 yrs
Barbara "Bobbi" Webster		Trust Enrollment Chairwoman	July 2017	3 yrs
Susan White		Trust Enrollment Director	N/A	N/A

**CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 8 members were present at a meeting duly called, noticed and held on the 13<sup>th</sup> day of December, 2017; that the forgoing resolution was duly adopted at such meeting by a vote of 7 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

Oneida Business Committee Agenda Request

Determine next steps regarding five (5) vacancies - Oneida Personnel Commission

1. Meeting Date Requested: 02 / 27 / 19

2. General Information:

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

Agenda Header: Appointments

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

Determine next steps regarding five (5) vacancies - Oneida Personnel Commission.

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, Boards, Committees, and Commissions 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:

Five (5) vacancies were posted for the Oneida Personnel Commission.

The application deadline was February 15, 2019 and three (3) applications were received for the following applicants:

Nancy Skenandore  
Barbara Cornelius  
Carole Liggins

In accordance with the Oneida Personnel Commission bylaws Sec. 1-5 (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.

Action requested: Appoint the applicants, reject the applicants, or re-post the vacancies in accordance with section 105.7-1 of the Boards, Committees, and Commissions law.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

**Oneida Business Committee Agenda Request**

Accept the December 6, 2018, regular Community Development Planning Committee meeting minutes

**1. Meeting Date Requested:**   2   /  27  /  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, December 6, 2018****Business Committee Conference Room****Minutes**

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**Present:** Ernest Stevens III, Trish King, Daniel King, Jennifer Webster, Tehassi Hill**Others Present:** Paul Witek, Pat Pelky, Susan Doxtator, James Petitjean, Ron Melchert, Mike Troge, Karen Smith, Jacque Boyle, Scott Denny, Chris Cornelius, Rae Skenandore, Butch Rentmeester, Louis Cottrell, Jeff House, Eugene Shubert, Jeff Witte, Susan House, Bryan Van Stippen – National Indian Carbon Coalition, James Bittorf, Michele Doxtator, Sara White, Becky Webster, Jo Ann House, Guladust Webster, Ralinda Ninham-Lamberies, Larry Cornelius, Lee Cornelius, Cathy Bachhuber**I. Call to Order and Roll Call**

Meeting called to order by Ernest Stevens III at 9:05 a.m. with Daniel Guzman-King, Trish King, Jennifer Webster also present.

**II. Adopt the Agenda**

Motion by Jennifer Webster to adopt the agenda, seconded by Trish King. Motion carried unanimously.

**III. Meeting Minutes****a. Meeting Minutes from November 8, 2018**

Motion by Jennifer Webster to approve the minutes, seconded by Daniel Guzman-King. Motion carried unanimously.

**IV. Unfinished Business****a. Block Chain Technology – Ernest Stevens III**

Motion by Daniel Guzman-King to accept the Block Chain presentation as FYI and to include an invite to Finance for Block Chain meetings, seconded by Jennifer Webster. Motion carried unanimously.

**b. Oneida Wellness/Recreational Initiative – Ernest Stevens III, Oneida Planning Department**

Motion by Jennifer Webster to defer, seconded by Daniel Guzman-King. Motion carried unanimously.

Note: Item on CDPC Work Session agenda scheduled for December 10<sup>th</sup>.

**c. Industrial Hemp – Daniel Guzman-King**

Motion by Daniel Guzman-King to accept the verbal update, seconded by Jennifer Webster. Motion carried unanimously.

**V. Standing Updates**

**a. Energy Team – Ernest Stevens III, Michael Troge**

Motion by Jennifer Webster to accept the update, seconded by Daniel Guzman-King. Motion carried unanimously.

**1. Energy Team Monthly Update**

**2. Strategic Energy Plan Presentation**

**b. Small Housing Monthly Update – Daniel Guzman-King**

Motion by Daniel Guzman-King to accept the Small Housing update and the Low-Income Housing Tax Credits update as FYI, seconded by Jennifer Webster. Motion carried unanimously.

**c. Low-Income Housing Tax Credits Monthly Update – Dana McLester**

Motion by Daniel Guzman-King to accept the Small Housing update and the Low-Income Housing Tax Credits update as FYI, seconded by Jennifer Webster. Motion carried unanimously.

**d. Upper Oneida Monthly Update – Oneida Planning Department**

Motion by Jennifer Webster to accept the verbal update, seconded by Trish King. Motion carried unanimously.

**e. Cultural Heritage**

**1. Cultural Heritage Site Plan Quarterly Update – George Skenandore**

Motion by Jennifer Webster to accept the memo as FYI and to request the team to come back with further recommendations at the February CDPC, seconded by Daniel Guzman-King. Motion carried unanimously.

**2. 200 Year Celebration Quarterly Update – Daniel Guzman-King**

Motion by Daniel Guzman-King to accept the update, seconded by Jennifer Webster. Motion carried unanimously.

Break for 5 minutes.

## **VI. New Business**

- a. Carbon Credit Presentation** – Bryan Van Stippen – National Indian Carbon Coalition, Ernest Stevens III

Motion by Jennifer Webster to accept the report as FYI and send to a CDPC Work Session with OSRAC [Oneida Sustainable Resource Advisory Committee] and the Energy Team, seconded by Daniel Guzman-King. Motion carried unanimously.

- b. ERB Project Funding Discussion** – Ernest Stevens III

Motion by Daniel Guzman-King to defer the ERB Project Funding discussion to the next CDPC meeting, seconded by Trish King. Motion carried unanimously.

- c. Project Updates** – Oneida Planning Department

Motion by Daniel Guzman-King to defer the project updates to the January CDPC meeting, seconded by Trish King. Motion carried unanimously.

- 1. Elder Memorial**

- 2. Wellness Campus Yukyunhiyostakhw@ake**

- 3. Food Distribution Store Concept**

- d. Administrative CDPC Process** – Ernest Stevens III

Motion by Daniel Guzman-King to accept the discussion for item VI.d. as FYI, seconded by Trish King. Motion carried unanimously.

## **VII. Executive Session**

Motion by Trish King to go into Executive Session at 11:26 a.m., seconded by Daniel Guzman-King. Motion carried unanimously.

Motion by Daniel Guzman-King to come out of Executive Session at 12:50 p.m., seconded by Trish King. Motion carried unanimously.

- a. New Business**

- 1. Proposal Presentation** – Ernest Stevens III

Motion by Trish King to accept as FYI and send to Economic Development to be assigned a project number, and to vet to develop a recommendation for the Business Committee, seconded by Daniel Guzman-King. Motion carried unanimously.

Note: Continued dialog on developing a recommendation at luncheon after meeting.

### **VIII. Adjourn**

Motion by Daniel Guzman-King to adjourn at 12:57 p.m., seconded by Trish King. Motion carried unanimously.

**Oneida Business Committee Agenda Request**

Accept the January 3, 2019, regular Community Development Planning Committee meeting minutes

**1. Meeting Date Requested:**   2   /  27  /  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, January 3, 2019  
Business Committee Conference Room

**Minutes**

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**Present:** Ernest Stevens III, Daniel Guzman-King, David Jordan

**Others Present:** Joannie Buckley, Susan Doxtator, Paul Witek, Pat Pelky, Laura Manthe, Troy Parr, James Petitjean, Eugene Schubert, Jeff Witte, Rae Skenandore, Jamie Betters, Rosa Laster, Mike Troge, Louis Cottrell, Larry Barton, RC Metoxen, Lee Cornelius, Cathy Bachhuber

**I. Call to Order and Roll Call**

Meeting called to order at 9:04 a.m. by Ernest Stevens III with Daniel Guzman-King and David Jordan present.

**II. Adopt the Agenda**

Motion by Daniel Guzman-King to adopt the agenda, seconded by David Jordan. Motion carried unanimously.

**III. Meeting Minutes****a. Meeting Minutes from December 6, 2018**

Motion by Daniel Guzman-King to adopt the minutes December 6, 2018, seconded by David Jordan. Motion carried unanimously.

**IV. Unfinished Business****a. Community Food Enterprise Center – Joanie Buckley, Planning**

Motion by David Jordan to accept the consultant's report as information and have the team develop a concept paper for approval by CDPC in February, seconded by Daniel Guzman-King. Motion carried unanimously.

**b. Community Trails – Ernest Stevens III**

Motion by Daniel Guzman-King to accept the update, seconded by David Jordan. Motion carried unanimously.

**c. Project Updates – Oneida Planning Department**

Motion by Daniel Guzman-King to accept the project updates on c.1 [Elder Memorial], c.2 [Wellness Campus Yukyunhiyostakhw@ke], c.3 [Food Distribution Store Concept], & d. [Oneida Wellness / Recreation Initiative], seconded by David Jordan. Motion carried unanimously.

**1. Elder Memorial**

**2. Wellness Campus Yukyunhiyostakhw@ke****3. Food Distribution Store Concept****d. Oneida Wellness / Recreation Initiative – Oneida Planning, Ernest Stevens III**

Motion by Daniel Guzman-King to accept the project updates on c.1 [Elder Memorial], c.2 [Wellness Campus Yukyunhiyostakhw@ke], c.3 [Food Distribution Store Concept], & d. [Oneida Wellness / Recreation Initiative], seconded by David Jordan. Motion carried unanimously.

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

Motion by Daniel Guzman-King to accept the update, seconded by David Jordan. Motion carried unanimously.

**b. Small Housing Monthly Update – Daniel Guzman-King**

Motion by Daniel Guzman-King to accept the standing updates for b. [Small Housing Monthly Update] and c. [Low Income Housing Tax Credits Monthly Update], seconded by David Jordan. Motion carried unanimously.

**c. Low Income Housing Tax Credits Monthly Update – Dana McLester**

Motion by Daniel Guzman-King to accept the standing updates for b. [Small Housing Monthly Update] and c. [Low Income Housing Tax Credits Monthly Update], seconded by David Jordan. Motion carried unanimously.

**d. Upper Oneida Monthly Update – Oneida Planning Department**

Motion by Daniel Guzman-King to accept the standing update for Upper Oneida Monthly Update, seconded by David Jordan. Motion carried unanimously.

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

Motion by Daniel Guzman-King to accept the update, seconded by David Jordan. Motion carried unanimously.

**VI. New Business**

**a. Funding Source Info Request for Monthly BC Work Sessions – Ernest Stevens III**

No action taken.

**b. Economic Initiative Presentations for February 7<sup>th</sup> CDPC Meeting – Trish King, Ernest Stevens III**

Motion by Daniel Guzman-King to request written updates for February agenda items and to defer [presentations and discussions on] February items to the March CDPC agenda, seconded by David Jordan. Motion carried unanimously.

Note: The February CDPC meeting will begin at 8:30 a.m. and focus on Economic Initiatives.

**VII. Adjourn**

Motion by David Jordan to adjourn at 11:06 a.m., seconded by Daniel Guzman-King. Motion carried unanimously.

Approve the February 18, 2019, regular Finance Committee meeting minutes

## Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 27 / 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 Feb. 18, 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:   
Your Name, Title / Dept. or Tribal Member

Additional Requestor:   
Name, Title / Dept.

Additional Requestor:   
Name, Title / Dept.



## ***MEMORANDUM***

**TO:** Finance Committee  
**CC:** Business Committee  
**FR:** Denise Vigue, Executive Assistant  
**DT:** Feb. 19, 2019  
**RE:** E-Poll Results of: FC Meeting Minutes of February 18, 2019

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An E-Poll vote of the Finance Committee was conducted to approve the 2/18/19 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 Daniel Guzman King, Patrick Stensloff, Jennifer Webster, and Larry Barton to approve the February 18, 2019 Finance Committee Meeting Minutes.**

The minutes will be placed on the next Business Committee agenda of 2/27/19 for approval and placed on the next Finance Committee agenda of 3/4/19 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.

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## FINANCE COMMITTEE

### FC REGULAR MEETING

Feb. 18, 2019 ▪ Time: 9:00 A.M.  
BC Executive Conference Room

### FC WORK MEETING

Feb. 18, 2019 ▪ Time: 9:22 – 11:20 A.M.  
BC Executive Conference Room

### REGULAR MEETING MINUTES

#### FC WORK MEETING:

Patricia King, FC Chair/Treasurer  
Jennifer Webster, BC Council Member  
Patrick Stensloff, Purchasing Director

Larry Barton, FC Vice-Chair/CFO  
Daniel Guzman King, BC Council Member  
Shirley Barber, FC Elder Member

**EXCUSED:** Chad Fuss, AGGM-Finance (Gam. Alt.)

**OTHERS PRESENT:** Denise J. Vigue taking notes

#### FC REGULAR MEETING:

Patricia King, FC Chair/Treasurer  
Jennifer Webster, BC Council Member  
Patrick Stensloff, Purchasing Director

Larry Barton, FC Vice-Chair/CFO  
Daniel Guzman King, BC Council Member  
Shirley Barber, FC Elder Member

**EXCUSED:** Chad Fuss, AGGM-Finance (Gam. Alt.)

**OTHERS PRESENT:** Denise J. Vigue taking Minutes

**I. CALL TO ORDER:** The Regular FC Meeting was called to order by the FC Chair at 9:03 A.M.

**II. APPROVAL OF AGENDA:** FEBRUARY 18, 2019

Motion by Jennifer Webster to approve the Finance Committee meeting agenda of Feb. 18, 2019. Seconded by Patrick Stensloff. Motion carried unanimously.

**III. APPROVAL OF MINUTES:** FEBRUARY 4, 2019 (Approved via E-Poll on 2/5/19):

Motion by Jennifer Webster to ratify the FC E-Poll action taken on 2/5/19 approving the 2/4/19 Finance Committee Meeting Minutes. Seconded by Larry Barton. Motion carried unanimously.

**IV. TABLED BUSINESS:** None

**V. CAPITAL EXPENDITURES:** None

**VI. DONATIONS:**

#### REPORT(S):

##### 1. FC Donation Report for February 2019

Denise J. Vigue, Finance

Motion by Jennifer Webster to accept the January 2019 Donation Report. Seconded by Patrick Stensloff. Motion carried unanimously.

**REQUESTS:**

1. **GLIHC, Inc. – Red Shawl Gala Fundraiser** Amount: \$2,500.  
Requestor: Dr. Lyle Ignace, CEO

Motion by Jennifer Webster to approve from the Finance Committee Donation Line the request from the Gerald L. Ignace Indian Health Center, Inc for a donation to the Red Shawl Gala fundraiser in the amount of \$2,500.00 contingent upon this request is not already funded by the BC Special Events line for FY2019. Seconded by Daniel Guzman King. Motion carried unanimously.

2. **Church of the Holy Apostles – Equipment Replacement** Amount: \$2,500.  
Requestor: Judy Skenandore, Jr. Warden

Motion by Larry Barton to approve from the Finance Committee Donation Line the request from the Church of the Holy Apostles to go towards equipment replacement in the amount of \$2,500.00. Seconded by Patrick Stensloff. Jennifer Webster abstained. Motion carried.

**VII. NEW BUSINESS:** None

**VIII. EXECUTIVE SESSION:** None

**IX. FOLLOW UP:** None

**X. OTHER:**

1. **FC – FY2019 First Quarter Report to the BC**  
Denise J. Vigue, Finance

Motion by Jennifer Webster to approve the FY19 First Quarter Report of the Finance Committee with one noted correction. Seconded by Patrick Stensloff. Motion carried unanimously.

**XI. FOR INFORMATION ONLY:**

1. **IGT (6) Slot Lease Games – No Purchase**  
David Emerson, Gaming – Slots

Motion by Jennifer Webster to accept the IGT (6) Slot Lease Games – No Purchase item as information only. Seconded by Patrick Stensloff. Motion carried unanimously.

**XII. ADJOURN:** Motion by Jennifer Webster to adjourn. Seconded by Patrick Stensloff. Motion carried unanimously. Time: 9:21 A.M.

Minutes taken & transcribed by:  
Denise Vigue, Executive Assistant to the CFO  
& Finance Committee Contact/Recording Secretary

*Finance Committee-E-Poll Minutes Approval Date:* February 19, 2019

*Oneida Business Committee's FC Minutes Approval Date:* \_\_\_\_\_

**Oneida Business Committee Agenda Request**

Accept the January 16, 2019, regular Legislative Operating Committee meeting minutes

**1. Meeting Date Requested:**   2   /  27  /  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](http://Oneida-nsn.gov)



**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Oneida Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
 January 16, 2019  
 9:00 a.m.

**Present:** Kirby Metoxen, Jennifer Webster, Ernest Stevens III, Daniel Guzman King

**Excused:** David P. Jordan (funeral leave)

**Others Present:** Maureen Perkins, Brandon Wisneski, Clorissa Santiago, Jennifer Falck, Kristen Hooker, Leyne Orosco, Michelle Myers, Lee Cornelius, James Petitjean

**I. Call to Order and Approval of the Agenda**

Kirby Metoxen called the January 16, 2019 Legislative Operating Committee meeting to order at 9:00 a.m.

Motion by Ernest Stevens III to approve the agenda; seconded by Jennifer Webster. Motion carried unanimously.

**II. Minutes to be Approved**

**1. January 2, 2019 LOC Minutes**

Motion by Jennifer Webster to approve the January 2, 2019 Legislative Operating Committee meeting minutes and forward to the Oneida Business Committee for consideration; seconded by Ernest Stevens III. Motion carried unanimously.

**2. January 7, 2019 LOC Special Meeting Minutes**

Motion by Jennifer Webster to approve the January 7, 2019 Legislative Operating Committee meeting minutes and forward to the Oneida Business Committee for consideration; seconded by Ernest Stevens III. Motion carried unanimously.

**III. Current Business**

**1. Domestic Animals Amendments (1:36-20:57)**

Motion by Jennifer Webster to accept the draft and the legislative analysis of the amendments to the Domestic Animals law and defer these items to a work meeting for further consideration; seconded by Ernest Stevens III. Motion carried unanimously.

**2. Children's Code (21:01-32:25)**

Motion by Jennifer Webster to accept the Children's Code Implementation Quarterly Update and forward to the Oneida Business Committee; seconded by Ernest Stevens III. Motion carried unanimously.



**IV. New Submissions****V. Additions****VI. Administrative Updates (32:35-35:57)****1. Oneida Personnel Commission Update**

Motion by Ernest Stevens III to accept the Oneida Personnel Commission update and forward to the Oneida Business Committee; seconded by Jennifer Webster. Motion carried unanimously.

**VII. Executive Session****VIII. Adjourn**

Motion by Ernest Stevens III to adjourn the January 16, 2019 Legislative Operating Committee meeting at 9:37 a.m.; seconded by Daniel Guzman King. Motion carried unanimously.

**Oneida Business Committee Agenda Request**

Approve the February 6, 2019, regular Legislative Operating Committee meeting minutes

**1. Meeting Date Requested:** 2 / 27 / 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](http://Oneida-nsn.gov)



**LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES**  
 Oneida Business Committee Conference Room-2<sup>nd</sup> Floor Norbert Hill Center  
 February 6, 2019  
 9:00 a.m.

**Present:** David P. Jordan, Kirby Metoxen, Jennifer Webster

**Excused:** Ernest Stevens III, Daniel Guzman King

**Others Present:** Maureen Perkins, Brandon Wisneski, Clorissa Santiago, Jennifer Falck, Kristen Hooker, Lee Cornelius, Aliskwet Ellis, Bonnie Pigman, Ralinda Ninham-Lamberies, Chad Wilson, Jackie Johnson, Matt Denny

**I. Call to Order and Approval of the Agenda**

David P. Jordan called the February 6, 2019 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**

**1. January 16, 2019 LOC Meeting Minutes**

Motion by Kirby Metoxen to approve the January 16, 2019 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 (1:06-19:09)**

Motion by Jennifer Webster to approve the adoption packet for the Whistleblower Protection law and forward to the Oneida Business Committee for consideration; seconded by Kirby Metoxen. Motion carried unanimously.

**2. Domestic Animals Amendments (19:12-27:33)**

Motion by Jennifer Webster to approve the public meeting packet and direct that a public meeting for the amendments to the Domestic Animals law be held on Monday, March 11, 2019; seconded by Kirby Metoxen. Motion carried unanimously.

**3. Sanctions and Penalties Law (27:34-35:32)**

Motion by Jennifer Webster to enter the results of the January 29, 2019 e-poll entitled "E-poll Request: Sanctions and Penalties Law February 7, 2019 Kalihwisaks Article" into the record; seconded by Kirby Metoxen. Motion carried unanimously.



**IV. New Submissions****1. Sexual Harassment and Workplace Violence Investigations (35:33-46:25)**

Motion by Jennifer Webster to add the Workplace Violence law, Investigative Leave Policy, and Oneida Personnel Policies and Procedures to the active files list and assign David P. Jordan as the sponsor; seconded by Kirby Metoxen. Motion carried unanimously.

**V. Additions****VI. Administrative Updates****1. Legislative Operating Committee FY19 First Quarter Report (46:29-55:19)**

Motion by Kirby Metoxen to approve the Legislative Operating Committee's FY19 First Quarter Report and forward to the Oneida Business Committee with the correction to Dallas on the per-capita petition on page one (1); seconded by Jennifer Webster. Motion carried unanimously.

**2. Boards, Committees, and Commissions Bylaw Amendments Update (55:20-59:00)**

Motion by Jennifer Webster to approve the memorandum from Chairman David P. Jordan to the Oneida Business Committee and forward to the Oneida Business Committee to be placed on the February 13, 2019 Oneida Business Committee meeting agenda; seconded by Kirby Metoxen. Motion carried unanimously.

**VII. Executive Session****VIII. Adjourn**

Motion by Kirby Metoxen to adjourn the February 6, 2019 Legislative Operating Committee meeting at 9:59 a.m.; seconded by Jennifer Webster. Motion carried unanimously.

**Oneida Business Committee Agenda Request**

Approve the Anna John Resident Centered Care Community Board Bylaws

**1. Meeting Date Requested:** 2 / 27 / 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:

Consider the Anna John Resident Centered Care Community Board Bylaws Amendments. These amendments comply with the requirements set forth in the Boards, Committees, and Commissions Law.

**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:

Additional Requestor:

**ANNA JOHN RESIDENT CENTERED CARE COMMUNITY BOARD BYLAWS****Article I. Authority**

1-1. **Name.** The name of this entity shall be the Anna John Resident Centered Care Community Board and may be hereinafter referred to as the "Board."

1-2. **Establishment.** This Board was established by motion of the Oneida Business Committee on November 16, 1977 and is recognized by the adoption of these bylaws on November 16, 1977, as amended on April 11, 1979; December 15, 1980; May 15, 1984; February 9, 2011 and April 27, 2011.

1-3. **Authority.** The Board was established to serve in an advisory capacity for the Anna John Resident Centered Care Community ("AJRCCC") and is responsible for, including, but not limited to:

- (a) Enhancing services between the community, the residents of the AJRCCC, their families and the AJRCCC Administration;
- (b) Being involved, visiting and participating in activities with the residents of the AJRCCC;
- (c) Ensuring that the AJRCCC is equipped and staffed in a manner that provides the best services for residents of the AJRCCC;
- (d) Bringing the Board's and AJRCCC residents' concerns and/or complaints to the AJRCCC Administration, as well as the Comprehensive Health Division Director and/or the Business Committee liaison to the Board;
- (e) Ensuring that the AJRCCC operates within the guidelines and policies of the Oneida Nation and within all further regulations, rules and policies governing its operations;
- (f) Ensuring that the AJRCCC maintains a safe and sanitary environment while providing quality care and services to its residents as ordered by each resident's attending physician; and
- (g) Carrying out all other powers and/or duties delegated to the Board by the laws of the Nation.

1-4. **Office.** The official mailing address of the Board shall be:  
Anna John Resident Centered Care Community Board  
c/o Anna John Resident Centered Care Community  
2901 S. Overland Road  
Oneida, WI 54155

**1-5. Membership.**

- (a) **Number of Members.** The Board shall be comprised of seven (7) Board members.
- (b) **Appointed.** Board members shall be appointed by the Oneida Business Committee in accordance with the Boards, Committees and Commissions law for four (4) year terms. Each member shall remain in office:
  - (1) If his or her term has expired, until a successor has been sworn in by the Oneida Business Committee;
  - (2) Until his or her resignation; or

- 48 (A) A member may resign at any time verbally at a meeting or  
 49 by delivering written notice to the Oneida Business  
 50 Committee Support Office and the Board Chairperson or the  
 51 Chairperson's designee. The resignation is effective upon  
 52 acceptance by motion of a member's verbal resignation or  
 53 upon delivery of the written notices.
- 54 (3) Until his or her appointment is terminated in accordance with the  
 55 Boards, Committees and Commissions law.
- 56 (c) **Filling of Vacancies.** Vacancies shall be filled in accordance with the  
 57 Boards, Committees and Commissions law.
- 58 (1) The Board's Chairperson shall provide the Oneida Business  
 59 Committee recommendations on all applications for appointment  
 60 before the executive session in which the appointment is intended to  
 61 be made.
- 62 (2) Vacancies of less than one (1) year shall be filled for the remainder  
 63 of the term and for a new four (4) year term. Vacancies greater than  
 64 one (1) year remaining of the term shall be filled for the remainder  
 65 of the term.
- 66 (d) **Qualifications.** Board members shall meet the following qualifications:
- 67 (1) Be an enrolled member of the Oneida Nation;  
 68 (2) Be at least eighteen (18) years of age;  
 69 (3) Reside within Brown or Outagamie County; and  
 70 (4) Not be employed by the AJRCCC.
- 71
- 72 1-6. **Termination.** A Board member's appointment may be terminated in accordance with the  
 73 Boards, Committees and Commissions law. The following infractions shall  
 74 be cause for a recommendation by the Board to the Oneida Business  
 75 Committee for termination of a member's appointment:
- 76 (a) Three (3) unexcused absences from regular monthly meetings per calendar  
 77 year.
- 78 (1) A Board member who is unexcused for two (2) monthly meetings  
 79 shall be forwarded a reminder of the meeting dates by the Board  
 80 Secretary.
- 81 (2) **Leave of Absence.** Board members will be allowed up to three (3)  
 82 months Leave of Absence for a medical circumstance within their  
 83 term of appointment. The Board member requesting a Leave of  
 84 Absence shall bring the request to an Officer of the Board.
- 85 (b) A violation of any of the expectations set forth in Article IV of these bylaws  
 86 may result in a recommendation to the Oneida Business Committee for  
 87 termination of appointment.
- 88
- 89 1-7. **Trainings and Conferences.** Board members shall be required to attend a minimum of two  
 90 (2) trainings or conferences per year. Stipends are only paid for a full day  
 91 of trainings/conferences per the Boards, Committees and Commissions law,  
 92 for no more than five (5) full days. Trainings/conferences should include,  
 93 but not be limited to:
- 94 (a) HIPAA;  
 95 (b) Medicare/Medicaid;

- (c) Nutrition;
- (d) Elderly Health Concerns; and
- (e) Personal Growth.

## Article II. Officers

2-1. **Officers.** The Board shall have three (3) Officers: Chairperson, Vice Chairperson and Secretary. The Officers of the Board shall perform other duties as may be required or requested by the Oneida Business Committee or General Tribal Council.

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

- (a) Shall call meetings, notify Board members and develop agendas in conjunction with the Board Secretary;
- (b) Shall preside at all meetings of the Board and maintain orderly discussions;
- (c) Shall receive, review and monitor all correspondence from the Board, present to the Board and sign all correspondence approved by the Board;
- (d) Shall vote only in case of a tie;
- (e) Shall submit approved and signed Board meeting minutes, in conjunction with the Board Secretary, to the Oneida Business Committee Support Office;
- (f) Shall, in conjunction with the Board Secretary, submit quarterly reports to the Oneida Business Committee, and submit annual and semi-annual reports to the General Tribal Council in accordance with the Boards, Committees and Commissions law, and shall attend or designate a Board member to attend the Oneida Business Committee meeting where the Board's quarterly report is on the agenda; and
- (g) Shall perform other duties assigned by the Board.

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

- (a) Shall perform the Chairperson's duties under Section 2-2 of these bylaws in the absence of the Chairperson;
- (b) Shall work with the Chairperson in all matters that concern the Board; and
- (c) Shall perform other duties as assigned by the Board.

2-4. **Responsibilities of the Secretary.** The responsibilities, duties and limitations of the Secretary of the Board are as follows:

- (a) Shall assist the Chairperson in calling meetings (regular and emergency) and notify the Board members;
- (b) Shall maintain the minutes, reports and correspondence of the Board;
- (c) Shall perform the Chairperson's duties under Section 2-2, except Subsection (b) and (d) in the absence of the Chairperson and Vice Chairperson;
- (d) Shall assist the Chairperson in submitting quarterly reports to the Oneida Business Committee and annual and semi-annual reports to the General Tribal Council;
- (e) Shall ensure the Board meeting minutes are recorded and reviewed by the Board;

- (f) Shall assist the Chairperson in submitting approved and signed Board meeting minutes to the Oneida Business Committee Support Office; and
- (g) Shall perform other duties as assigned by the Board.

2-5. ***Selection of Officers.*** Officers shall serve one (1) year terms and shall be elected by a majority vote of the Board membership.

- (a) Vacancies among Officers of the Board shall be filled for the duration of the unexpired term by a majority vote of the quorum during the next regular or emergency meeting of the Board.
- (b) Officers may hold only one (1) Officer position per term.

2-6. ***Budgetary Sign-Off Authority and Travel.*** The Board shall follow the Nation's policies regarding purchasing and sign-off authority.

- (a) Budgetary sign-off authority for the Board shall be as follows:
  - (1) An Officer of the board may sign-off on meeting stipends of seventy-five dollars (\$75) per member, per month.
  - (2) The Boards, Committees and Commissions Supervisor may sign-off on meeting stipends in lieu of a Board Officer per the Board's request.
  - (3) All other sign-off authority is with the AJRCCC administrator.
- (b) The Board shall remain under the AJRCCC budget.
- (c) Travel will be approved by majority vote of the voting members at a regular or emergency meeting of the Board.
  - (1) Travel will need to be approved by the AJRCCC administrator.

2-7. ***Personnel.*** The Board shall not have the authority to hire personnel for the benefit of the Board.

- (a) Special committees may be assigned by the Board from time to time as conditions necessitate.
  - (1) A majority vote of the quorum of Board members present at a duly called meeting shall be required to create a special committee.
  - (2) Members of the special committee shall be appointed by the Chairperson and shall be terminated upon completion of their assignment, which ordinarily shall result in a written report to the Board.
  - (3) Should a special committee be established which for whatever reason is no longer meeting a valid goal of the Board, it may be terminated by the majority vote of the Board at any time.
  - (4) Members of a special committee shall not be eligible for stipends unless a specific exception is made by the Oneida Business Committee or the Oneida General Tribal Council.

### Article III. Meetings

3-1. ***Regular Meetings.*** The Board shall meet monthly the second (2nd) Wednesday of every month at the AJRCCC. The meeting dates and location may change from time to time as determined by the Board but shall be within the Reservation boundaries unless notified to the Board membership prior to designating the meeting location.

- (a) In the event a Board member is not able to attend a meeting, the Board member shall contact an AJRCCC Officer no later than two (2) hours prior to the start of the meeting in order to be excused from the meeting.
- (1) If the Board member contacts the AJRCCC Officer after the deadline, the Board shall consider the circumstances and make a determination by a majority vote to approve or deny the Board member as excused.
- (b) Robert's Rules of Order shall be used as a guideline for conducting meetings.
- (c) The Board Secretary, or delegate, will provide notice of meeting agenda, documents, and minutes by email to each Board member's official Oneida Nation email address.

3-2. ***Emergency Meetings.*** An emergency meeting may convene outside of regular meetings to address an urgent matter. These meetings may be called by the Chairperson or Vice Chairperson and as soon as a quorum can be established. The emergency causing the meeting shall be set forth in the minutes.

- (a) Within seventy-two (72) hours after an emergency meeting, the Board shall provide that Nation's Secretary with notice of the meeting, the reason for the emergency meeting, and an explanation of why the matter could not wait for a regular meeting.
- (b) Notification of an emergency meeting to the Board members will be by phone call.

3-3. ***Joint Meetings.*** Joint meetings with the Oneida Business Committee may be requested by the Chairperson as needed or by request of the Oneida Business Committee as agreed upon to take place at the Norbert Hill Center located in Oneida, Wisconsin, or some alternate location agreed upon between the Board and the Oneida Business Committee in advance of the joint meeting.

- (a) The Board Chairperson shall provide notice of meeting agenda, documents and minutes for joint meetings requested by the Board and the Oneida Business Committee Support Office shall provide notice of meeting agenda, documents and minutes for joint meetings requested by the Oneida Business Committee.
- (b) Notice of meeting agenda, documents and minutes shall be provided by email.

3-4. ***Quorum.*** A quorum shall consist of a majority of the current members of the Board and shall include either the Chairperson, Vice Chairperson or Secretary.

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

- (a) Call to Order
- (b) Roll Call
- (c) Opening/Prayer (if requested)
- (d) Approve/Amend Agenda
- (e) Review/Approve/Amend Minutes
- (f) Reports

- 240 (g) Tabled Business
- 241 (h) Old Business
- 242 (i) New Business
- 243 (j) Other Concerns/Announcements
- 244 (k) Next Meeting
- 245 (l) Adjournment
- 246

247 3-6. ***Voting.*** Voting shall be in accordance with the simple majority vote over fifty (50)  
248 percent of the quorum of Board members present at a duly called meeting.

- 249 (a) The Chairperson only votes in a tie.
- 250 (b) E-polls are not permitted.
- 251

252 3-7. ***Cancellation of Meetings.*** Any meeting may be cancelled due to unforeseen circumstances  
253 or due to the inclement weather conditions and shall be rescheduled when  
254 available.

- 255 (a) In the event a meeting is cancelled, the delegate Board Officer shall contact  
256 each Board member prior to the meeting.
- 257 (b) If a Board member is uncertain of a cancelled meeting, call the AJRCCC  
258 Board Chairperson or an Officer staff member by 12:00 p.m., noon, the day  
259 of the meeting.
- 260 (c) Should the Nation cancel work due to inclement weather, any scheduled  
261 meeting would also be cancelled.
- 262

#### 263 **Article IV. Expectations**

264 4-1. ***Behavior of Members.*** Members of the Board are expected to behave as follows:

- 265 (a) They shall regularly check email for communication from Board Officers.
  - 266 (1) If access is not available, members shall utilize the Oneida Nation
  - 267 Community Education Center.
  - 268 (2) Use of personal or work email addresses for Board business is
  - 269 prohibited.
- 270 (b) They shall treat other Board members, community members, AJRCCC staff
- 271 and residents with respect.
- 272 (c) When receiving concerns regarding AJRCCC, they shall have the
- 273 complainant put it in writing with as many details as possible for appropriate
- 274 follow-up.
- 275 (d) Enforcement of these behavioral expectations could result in a suspension
- 276 from a future Board meeting, or a recommendation by the Board to the
- 277 Oneida Business Committee for the member's termination in accordance
- 278 with the Boards, Committees and Commissions law.
- 279

280 4-2. ***Prohibition of Violence.*** Members of the Board are prohibited from committing intentional  
281 acts that inflict, attempt to inflict, or threaten to inflict, emotional or bodily  
282 harm on another person, or damage to property. Violations could result in a  
283 recommendation for termination from the Board to the Oneida Business  
284 Committee in accordance with the Boards, Committees and Commissions  
285 law.  
286

4-3. ***Drug and Alcohol Use.*** Members of the Board are prohibited from using or being under the influence of prohibited drugs or alcohol while acting in their official capacity as AJRCCC Board members. Violations could result in a recommendation for termination from the Board to the Oneida Business Committee in accordance with the Boards, Committees and Commissions law.

4-4. ***Social Media.*** Members of the Board are prohibited from posting on social media confidential information shared in AJRCCC meetings and executive sessions. Complaints shall be addressed with the AJRCCC administration. Any publication of information must be approved by the Board.

4-5. ***Conflict of Interest.*** Members of the Board must keep their Conflict of Interest form updated with the Oneida Business Committee Support Office.

(a) Board members shall abide by all laws of the Nation governing conflicts of interest.

(b) In the event of a conflict of interest regarding a complaint or concern in a Board meeting, the conflicted member shall excuse himself or herself from contributing to the conversation and refrain from voting.

## **Article V. Stipends & Compensation**

5-1. ***Stipends.*** Board 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, Committees and Commissions Law Stipends:

(a) One (1) monthly meeting stipend of seventy-five dollars (\$75).

(b) Stipends for Judiciary hearings.

(1) A member of the Board may receive a stipend for attending an Oneida Judiciary hearing if that member is specifically subpoenaed.

(c) A stipend for attendance at each full day of trainings/conferences that is required by law, bylaw or resolution.

(d) A stipend for attendance at a duly called joint meeting as defined under the Boards, Committees and Commissions law.

5-2. ***Compensation.*** Besides per diem and travel expenses, Board members shall be entitled to no other compensation.

## **Article VI. Records & Reporting**

6-1. ***Agenda Items.*** Agenda items shall be given in the format provided by the Oneida Business Committee Support Office.

(a) Items and backup documents to be on the agenda shall be provided to the Board members a minimum of twenty-four (24) hours prior to the meeting, or items will be tabled to the next meeting.

(b) Packets of the proposed agenda and the backup documentation shall be made available at the meeting. Executive session items shall be stamped confidential.

- 333 6-2. **Minutes.** Minutes shall be typed in the Oneida Business Committee Support Office's  
334 approved format designed to generate the most informative record of the  
335 Board's meetings.
- 336 (a) All minutes shall be submitted to the Oneida Business Committee Support  
337 Office within thirty (30) calendar days after approval by the Board.
- 338 (b) Actions taken by the Board are valid when minutes are approved, provided  
339 that, minutes are filed according to this Article.
- 340 (c) Copies of the minutes shall be available in accordance with the Open  
341 Records and Open Meetings law.  
342
- 343 6-3. **Attachments.** Handouts, reports, memoranda, and the like shall be attached to the minutes  
344 and agenda from the meeting in which they were presented. Records of  
345 attachments will be saved in the AJRCCC folder on the Oneida Nation  
346 network.  
347
- 348 6-4. **Oneida Business Committee Liaison.** The Board shall regularly communicate with the  
349 Oneida Business Committee liaison. The frequency and method shall be  
350 agreed upon by the Board and the liaison.
- 351 (a) The Chairperson shall report to the Oneida Business Committee liaison.  
352
- 353 6-5. **Audio Recordings.** The Board shall audio record all meetings, except executive session  
354 portions of the meetings.
- 355 (a) All recordings will be kept in the AJRCCC folder on the Oneida Nation  
356 network.
- 357 (b) The Board will use the Board laptop provided by AJRCCC administration  
358 to record the meetings.  
359

## 360 Article VII. Amendments

- 361 7-1. **Amendments to Bylaws.** The Board, upon written notice, at a duly called regular meeting,  
362 may, by a majority vote, adopt, amend or repeal any provisions of these  
363 bylaws.
- 364 (a) Amendments to these bylaws must conform to the requirements of the  
365 Boards, Committees and Commissions law, as well as any other policy of  
366 the Nation.
- 367 (b) Amendments are effective upon adoption by the Board and approval by the  
368 Oneida Business Committee.  
369
- 370 7-2. **Updating and Review.** The Board shall conduct review of these bylaws as needed.  
371  
372

373 These bylaws as amended and revised, were adopted by the Anna John Resident Centered Care  
374 Community Board at a duly called meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019, with  
375 amendments approved by the Chairperson of the Anna John Resident Centered Care Community  
376 Board at the XXX 30, 2019 Legislative Operating Committee meeting.  
377

378  
379 \_\_\_\_\_  
380 Candace J. House, Chairperson  
Anna John Resident Centered Care Community Board

381  
382   Approved by the Oneida Business Committee at a duly called meeting held on  
383  
384  
385   \_\_\_\_\_

**ANNA JOHN RESIDENT CENTERED CARE COMMUNITY BOARD BYLAWS**  
(FORMERLY KNOWN AS ANNA JOHN NURSING HOME BOARD)

**Article I. Authority**

1-1. *Name.* The name of this entity shall be the Anna John Resident Centered Care Community Board, hereinafter referred to as "Board."

1-2. *Authority.* The Board was established by motion of the Oneida Business Committee on November 16, 1977, and is delegated authority by the Oneida Business Committee pursuant to the authority delegated by the Constitution of the Oneida Tribe of Indians of Wisconsin, under Article IV., Section 1., Subsection (g) and is further recognized by the adoption of these Bylaws on November 16, 1977 and amended on April 11, 1979; December 15, 1980; May 15, 1984; February 9, 2011; and April 27, 2011.

1-3. *Office.* The official mailing address of the Board shall be:

Anna John Resident Centered Care Community Board  
c/o Anna John Resident Centered Care Community  
2901 S. Overland Road  
Oneida, WI 54155

1-4. *Board Membership.*

- (a) *Number of Board Members.* The Board shall be comprised of seven (7) Board members.
- (b) *How Appointed.* Board members shall be appointed by the Oneida Business Committee in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions.
- (c) *How Vacancies are Filled.* If a vacancy occurs on the Board, the Board shall provide written notice to the Oneida Tribal Secretary so that the Oneida Business Committee may fill the vacancy through the appointment process, in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions. The Board shall be allowed to make recommendations as to possible candidates. Vacancies of less than one (1) year shall be filled for the remainder of the term and for a new three (3) year term. Vacancies greater than one (1) year remaining of the term shall be filled for the remainder of the term.
- (d) *Qualifications.* Board members shall meet the following qualifications:
  - (1) Be an enrolled member of the Oneida Tribe of Indians of Wisconsin;
  - (2) Reside within Brown or Outagamie County; and
  - (3) Not be employed by the AJRCCC.
- (e) *Term of Office.* Board members shall serve a three (3) year term. Terms of office shall be staggered. Board members shall remain in office until the following:
  - (1) Successors have been sworn in by the OBC; or
  - (2) Submission to and acceptance of resignation by the Board; or
  - (3) Termination of appointment.
- (f) *Termination of Appointment and Resignation.* Three (3) unexcused absences of a Board member may result in a Board member's appointment being terminated in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions. A Board member who is unexcused for two (2) consecutive meetings shall be forwarded a reminder of the meeting dates by the Board Secretary. Resignations shall be brought to the Board in verbal or written format and presented to the Board.

- (g) *Leave of Absence.* The Board members will be allowed up to three (3) months leave of absence for a medical circumstance within term of appointment. The Board member requesting a Leave of Absence shall bring the request to the Board in verbal or written format.

1-5. *Purpose.* The purpose of this Board is to serve in an advisory capacity for the Anna John Resident Centered Care Community (AJRCCC) ensuring the operations are within the guidelines and policies of the Oneida Tribe of Indians of Wisconsin and within all regulations, rules and policies governing the operation of the AJRCCC. The Board also ensures the AJRCCC maintains a safe and sanitary environment while providing quality care and services to residents of the facility and as ordered by each resident's attending physician. The Board shall have the following duties and responsibilities:

- (a) Enhance service between the residents, families and the AJRCCC Administration.
- (b) To be involved, visit and participate in activities with the residents.
- (c) Ensure the AJRCCC is equipped and staffed in a manner to provide the best services for residents.
- (d) To bring the Board's concerns and/or complaints to the AJRCCC Administration.

## **Article II. Officers**

2-1. *Officers.* The Board shall have three (3) Officers: Chairperson, Vice Chairperson and Secretary. The Officers of the Board shall perform other duties as may be required or requested by the Oneida Business Committee or General Tribal Council.

2-2. *Chairperson Duties.* The responsibility, duties and powers of the Chairperson of the Board are as follows:

- (a) Call meetings, notify Board members and develop agendas, in conjunction with the Board Secretary.
- (b) Preside at all meetings of the Board and maintain orderly discussions.
- (c) Receive, review and monitor all correspondence from the Board, present to the Board and sign all correspondence approved by the Board.
- (d) Vote only in case of a tie.
- (e) Submit approved and signed Board meeting minutes, in conjunction with the Board Secretary, to the Oneida Tribal Secretary.
- (f) Submit quarterly reports to the Oneida Business Committee, annual and semi-annual reports to the General Tribal Council and any other reports as required or requested by the Oneida Business Committee or General Tribal Council in conjunction with the Board Secretary.
- (g) Other duties assigned by the Board.

2-3. *Vice Chairperson Duties.* The responsibility, duties and powers of the Vice Chairperson of the Board are as follows:

- (a) Perform the Chairperson's duties under section 2-2 in the absence of the Chairperson.
- (b) Work with the Chairperson in all matters that concern the Board.
- (c) Other duties as assigned by the Board.

2-4. *Secretary Duties.* The responsibility, duties and powers of the Secretary of the Board are as follows:

- (a) Assist the Chairperson to call meetings (regular and special) and notify the Board members.
- (b) Maintain the minutes, reports and correspondence of the Board.

- (c) Perform the Chairperson's duties under section 2-2, except subsection (b) and (d), in the absence of the Chairperson and Vice Chairperson.
- (d) Assist the Chairperson to submit quarterly reports to the Oneida Business Committee and annual and semi-annual reports to the General Tribal Council.
- (e) Ensure the Board meeting minutes are recorded and reviewed by the Board.
- (f) Assist the Chairperson to submit approved and signed Board meeting minutes to the Oneida Tribal Secretary.
- (g) Other duties as assigned by the Board.

2-5. *How Chosen and Length of Term.* The tenure of Officers shall be for one (1) year by the election of the Board membership at the first meeting in April.

- (a) Vacancies among Officers of the Board shall be filled for the duration of the unexpired term at a special election to be held at the next regular or special meeting.

2-6. *Personnel.* The Board shall not have the authority to hire personnel for the benefit of the Board.

2-7. *Special Committees.* Special committees may be assigned by the Board from time to time as conditions necessitate. A majority vote of the Board members present at the duly called meeting shall be required to create a special committee. When so created, the committee shall be appointed by the Chairperson and shall be terminated upon completion of their assignment, which ordinarily shall result in a written report to the Board. Should a committee be established which for whatever reason is no longer meeting a valid goal of the Board it may be terminated by the majority vote of the Board at any time.

### **Article III. Meetings**

3-1. *Regular Meetings.* The Board shall meet the third Tuesday of every month, unless it is a holiday, at the AJRCCC. The meeting dates and location may change from time to time as determined by the Board but shall be within the Reservation boundaries unless notified to the Board membership prior to designating the meeting location. Roberts Rules of Order shall be used as a guideline for conducting meetings.

- (a) In the event a Board member is not able to attend a meeting, the Board member shall contact the AJRCCC Administrator or designee by 10:00 a.m. the day of the meeting in order to be excused from the meeting.
- (b) If the Board member contacts the AJRCCC Administrator or designee after the 10:00 a.m. deadline, the Board shall consider the circumstances and make a determination by a majority vote, to approve or deny the Board member as excused.

3-2. *Special Meetings.* Special meetings of the Board may be called by the Chairperson or upon verbal request of any two (2) Board members.

3-3. *Notice of Special Meetings.* A minimum of twenty-four (24) hour verbal notice shall be given to each Board member. The special meeting notice shall specify the urgency.

3-4. *Quorum.* A quorum shall consist of a majority of the current members of the Board and shall include the Chairperson or Vice Chairperson.

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

- (a) Call to Order
- (b) Roll Call
- (c) Opening/Prayer
- (d) Approve/Amend Agenda
- (e) Review/Approve/Amend Minutes
- (f) Reports

- (g) Tabled Business
- (h) Old Business
- (i) New Business
- (j) Other Concerns/Announcements
- (k) Next Meeting
- (l) Adjournment

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

3-7. *Cancellation of Meetings.* Any meeting may be cancelled due to unforeseen circumstances or due to the inclement weather conditions and shall be rescheduled for the following Tuesday.

- (a) In the event a meeting is cancelled, the Chairperson or Vice Chairperson shall request the AJRCCC staff member to contact each Board member prior to the meeting.
- (b) If a Board member is uncertain of a cancelled meeting, call the AJRCCC staff member by 11:00 a.m. of the meeting date.

#### **Article IV. Reporting**

4-1. *Format.* Agenda items shall be in an identified format.

- (a) Items to be on the agenda shall be provided to the Board members the Friday before the meeting.
- (b) Packets of the proposed agenda and the backup documentation shall be made available at the meeting. Executive session items shall be stamped confidential.

4-2. *Minutes.* Minutes shall be typed and in a consistent format designed to generate the most informative record of the Board's meetings.

- (a) All minutes shall be submitted to the Oneida Tribal Secretary's Office within thirty (30) calendar days after approval by the Board.
- (b) Actions taken by the Board are valid when minutes are approved, provided that, minutes are filed according to this Article.
- (c) Copies of the minutes shall be available in accordance with the Open Records and Open Meetings Law.

4-3. *Attachments.* Handouts, reports, memoranda, and the like may be attached to the minutes and agenda, or may be kept separately, provided that all materials can be identified to the meeting in which they were presented.

4-4. *Reporting.* The Board is responsible to the General Tribal Council and the Oneida Business Committee.

- (a) The Chairperson or his/her designee shall submit reports directly to the Oneida Business Committee and the General Tribal Council on behalf of the Board.
- (b) Reports to the General Tribal Council and the Oneida Business Committee shall be made regularly and as requested.
- (c) The Chairperson shall report to the Oneida Business Committee member who is their designated liaison.

#### **Article V. Amendments**

5-1. *Amendments to Bylaws.* The Board, upon written notice, at a duly called regular meeting may by a majority vote adopt, amend or repeal any provisions of these Bylaws. Amendments are effective upon adoption by the Board and approval by the Oneida Business Committee.

5-2. *Updating and Review.* The Board shall conduct a review of these Bylaws to determine that they remain current, as needed.

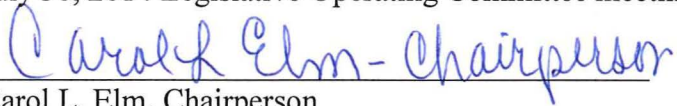
**Article VI. Compensation**

6-1. *Stipends.* Board members shall be paid a fifty dollar (\$50) stipend provided that the meeting has established a quorum for a minimum of one hour and the Board member collecting the stipend was present for at least one hour of the established quorum, in accordance with the Comprehensive Policy Governing Boards, Committees, and Commissions.

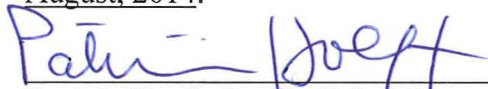
6-2. *Stipend Requests.* Requests for stipend payments shall be accompanied by the meeting minutes appropriately signed by the Board.

6-3. *Conferences and Training Reimbursement.* Board members shall be reimbursed for travel and per diem, for attending a conference or training in accordance with the Comprehensive Policy Boards, Committees, and Commissions.

These Bylaws as amended and revised, were adopted by the Anna John Resident Centered Care Community Board at a duly called meeting held on the 24th day of June, 2014, with amendments approved by the Chairperson of the Anna John Resident Centered Care Community Board at the July 30, 2014 Legislative Operating Committee meeting.

  
Carol L. Elm, Chairperson  
Anna John Resident Centered Care Community Board

Approved by the Oneida Business Committee at a duly called meeting held on 13th day of August, 2014.

  
Patricia Hoeft, Oneida Tribal Secretary  
Oneida Business Committee



## Anna John Resident Centered Care Community Board 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 (OBC) directive established by resolution BC-09-26-18-C that all Boards, Committees and Commissions of the Nation; excluding the OBC 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 <i>[see O.C. 105.10]</i> .		
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.		
Purpose	<p>The purpose of the Anna John Resident Centered Care Community Board (AJRCCC Board) is to serve in an advisory capacity for the Anna John Resident Centered Care Community (AJRCCC) ensuring the operations are within the guidelines and policies of the Oneida Nation and within all regulations, rules and policies governing the operation of the ARJCCC. The AJRCCC Board also ensures the AJRCCC maintains a safe and sanitary environment while providing quality care and services to residents of the facility and as ordered by each resident's attending physician. The AJRCCC Board shall have the following duties and responsibilities:</p> <ul style="list-style-type: none"> <li>(a) Enhance service between the residents, families and the AJRCCC Administration.</li> <li>(b) To be involved, visit and participate in activities with the residents.</li> <li>(c) Ensure the AJRCCC is equipped and staffed in a manner to provide the best services for residents.</li> <li>(d) To bring the Board's and AJRCCC residents' concerns and/or complaints to the AJRCCC Administration, Comprehensive Health Division Director and/or the OBC Liaison.</li> <li>(e) Ensure the AJRCCC operates within the guidelines and policies of the Oneida Nation and within all further regulations, rules and policies governing operations,</li> <li>(f) Ensure that the AJRCCC maintains a safe and sanitary environment while providing quality care and services to its residents as ordered by each resident's attending physician.</li> <li>(g) Carry out all other powers and/or duties delegated to the Board by the laws of the Nation.</li> </ul>		

Related Legislation	Boards, Committees and Commissions law, Code of Ethics law, Conflict of Interest law, Social Media Policy, Computer Resources Ordinance, Travel and Expense Policy, Open Records Open Meetings law, Budget Management and Control law
Enforcement/Due Process	The Boards, Committees and Commissions law provides the enforcement process for appointed members. Members of the AJRCCC Board serve at the discretion of the OBC. Upon the recommendation of a member of the OBC or by recommendation of the AJRCCC Board, a member of the AJRCCC Board may have his or her appointment terminated by the OBC. (a) A two-thirds majority vote of the OBC shall be required in order to terminate the appointment of an individual. (b) The OBC'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.
Fiscal Impact	Fiscal Impact Statements are not required for bylaws.

## SECTION 2. BACKGROUND

- A. The AJRCCC Board bylaw amendments were added to the active files list on October 3, 2018 with David P. Jordan as the sponsor.
- B. The AJRCCC Board was established by motion of the Oneida Business Committee on November 16, 1977.
- C. The current bylaws were approved by the OBC on April 27, 2011.

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

- A. The bylaws comply with the Boards, Committees and Commissions law.
- B. The bylaws comply with OBC Resolution BC-09-26-18-D Boards, Committees and Commissions Stipends.

## SECTION 4. AMENDMENTS

This section details the changes to the bylaws from the previously adopted bylaws.

### A. ARTICLE I. AUTHORITY

- a. The term limit was increased from three (3) to four (4) years.
- b. A qualification of at least eighteen (18) years of age was added in compliance with the Boards, Committees, and Commissions law.
- c. Staggering of terms was removed because terms are already staggered.
- d. The term expiration was amended to correspond with the date the successor is sworn in *[see Article I. 1-5(a)(1)(A)]*. The Business Committee Support Office (BCSO) was added as a receiving entity of a written resignation and the resignation is now effective when the written notice is received or by motion of the AJRCCC Board *[see Article I. 1-5(a)(1)(B)]*. The deferral of a vacancy was removed *[see Article I. 1-4(d)(2)(B) of current bylaws]*.
- e. Conference and training requirements were added with specific training areas included and a requirement that each member attend a minimum of two (2) trainings or conferences per year, but no more than of five (5) full days of paid training per year *[see Article I. 1-7]*.

### B. ARTICLE II. OFFICERS

- 31 a. Duties were added to the Chairperson position:
- 32       • Assist the Secretary in forwarding all meeting materials *[see Article II. 2-2(a)]*.
- 33       • Attend or designate a AJRCCC Board member to attend OBC meetings where
- 34       the quarterly report is on the agenda *[see Article II. 2-2(e)]*.
- 35 b. The budgetary and sign off authority and travel section is new to these bylaws based on
- 36 requirements in the amended Boards, Committees and Commissions law. This requirement
- 37 creates accountability regarding action related to travel and authority to make budgetary
- 38 decisions *[see Article II. 2-7]*.
- 39       • The AJRCCC Board will follow all policies of the Nation regarding
- 40 purchasing and sign-off authority. An Officer of the AJRCCC Board or the
- 41 Boards, Committees and Commissions supervisor shall sign off on meeting
- 42 stipends. The AJRCCC administrator shall have all other sign off authority.
- 43       • The Board shall be under the AJRCCC budget.
- 44       • Travel will be approved by a majority vote of the board and the AJRCCC
- 45 administrator.
- 46

47 C. ARTICLE III. MEETINGS

- 48 a. Special meetings were removed, and joint meetings with the Oneida Business Committee
- 49 as agreed upon by the OBC were added to the bylaws in accordance with the Boards,
- 50 Committees and Commissions law *[see 105.10-3(c)]*. The AJRCCC Chairperson shall
- 51 provide notice of the meeting agenda, documents and minutes for joint meetings called by
- 52 the AJRCCC Board and the BCSO shall provide the same for joint meetings called by the
- 53 OBC *[see Article III. 3-3(a)]*.
- 54 b. A provision was added per the Boards, Committees and Commissions law that the
- 55 AJRCCC Board will notify the Nation's Secretary within 72 hours with notice of the
- 56 meeting, the reason for the emergency meeting, and an explanation of why the matter could
- 57 not wait for a regular meeting *[see Article III. 3-2(b)]*.
- 58

59 D. ARTICLE IV. EXPECTATIONS

60 This section is new to these bylaws based on the requirements established in the Boards, Committees

61 and Commissions law.

- 62 a. Behavioral requirements were added to govern members during Committee related
- 63 activities *[see Article IV. 4-1]*. Enforcement of behavioral expectations include suspension
- 64 from a future AJRCCC Board meeting or recommendation by the Committee for
- 65 termination of appointment by the OBC *[see Article IV. 4-1(d)]*.
- 66 a. Intentional acts of violence that inflicts, attempts to inflict or threatens to inflict emotional
- 67 or bodily harm or damage to property are prohibited and violations could result in a
- 68 termination from the board *[see Article IV. 4-2]*.
- 69 b. Drug and alcohol use by a member when acting in an official capacity is prohibited *[see*
- 70 *Article IV. 4-3]*.
- 71 c. Members are prohibited from posting confidential information on social media *[see Article*
- 72 *IV. 4-4]*.
- 73 d. The AJRCCC Board will be required to disclose conflicts of interest annually and include
- 74 those conflicts on the Conflict of Interest form *[see Article IV. 4-5]*. The AJRCCC Board
- 75 bylaws include a mitigation provision that requires a conflicted member to excuse himself
- 76 or herself from contributing to the conversation and refrain from voting *[see Article IV. 4-*
- 77 *5(b)]*. This aligns with the Conflict of Interest law of the Nation which allows for
- 78 mitigation of conflicts of interest *[see O.C. 217.5-2(b)]*.
- 79
- 80

## E. ARTICLE V. STIPENDS AND COMPENSATION

- a. This section provides a list of eligible stipends members of the AJRCCC Board are eligible to receive, in addition to clarification that a full day of training is required to receive a training stipend *[see Article V. 5-2]*. This section complies with Resolution BC-09-26-18-D.

## F. ARTICLE VI. RECORDS AND REPORTING

- a. The requirement that agenda items will use the format of the BCSO was added *[see Article VI. 6-1]*.
- b. Items and back up materials shall be provided to members twenty-four (24) hours prior to the meeting or the item will be tabled *[see Article VI. 6-1(a)]*. This was a change from materials being provided at the meeting.
- c. The requirement to submit minutes to the BCSO within thirty (30) days after AJRCCC Board approval was added *[see Article VI. 6-2(a)]*.
- d. A requirement was added that records of attachments be kept in the AJRCCC folder on the Oneida Nation network *[see Article VI. 6-3]*.
- e. Regular communication with the OBC Liaison was added with the AJRCCC Board Chair reporting to the Liaison *[see Article VI. 6-4]*.
- f. A requirement was added in accordance with the Boards, Committees, and Commissions law that all meetings are to be audio recorded. The BCSO will provide the recording device. Executive session is not required to be recorded *[see Article VI. 6-5]*.

## G. ARTICLE VII. AMENDMENTS

- a. A provision was added requiring that amendments follow the Boards, Committees and Commissions law and any other policy of the Nation *[see Article VII. 7-1(c)]*.

**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.

A. 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 AJRCCC Board is appointed by the Oneida Business Committee. The requirements for entity bylaws are contained in this law as well as a requirement that all existing entities of the Nation comply with the format detailed in the law and present the bylaws for adoption by the OBC within a reasonable timeframe. These AJRCCC Board bylaws comply with the Boards, Committees and Commissions law.

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

- a. The AJRCCC Board members are required to abide by the Code of Ethics law and Article IV of the bylaws addresses the behavioral expectations of members some of which are covered in the Code of Ethics law. This law promotes the highest ethical conduct from 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 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.

131 C. Conflict of Interest [see O.C. Chapter 217]

- 132 a. This law applies to the AJRCCC Board and establishes specific limitations to which  
133 information or materials that are confidential or may be used by a competitor of the  
134 Nation's enterprises or interests may be used to protect the interests of the Nation. The  
135 Boards, Committees and Commissions law establishes that amended bylaws require  
136 members to disclose potential or real conflicts and gives entities the option to determine  
137 how the conflict will be mitigated [see O.C. Chapter 105] and [see Article IV. 4-5 of the  
138 bylaws]. These AJRCCC Board bylaws comply with the Conflict of Interest law and the  
139 Board, Committees and Commissions law and include a conflict of interest mitigation  
140 provision that in the incidence of a complaint or concern in a Board meeting, the conflicted  
141 member shall excuse themselves from contributing to the conversation and refrain from  
142 voting [see Article IV. 4-5(b)]. The mitigation provision is established in the Conflict of  
143 interest law [see 217.5-2(b)].  
144

145 D. Social Media Policy [see O.C. Chapter 218]

- 146 a. The AJRCCC Board bylaws address social media by prohibiting members from posting  
147 confidential information shared in AJRCCC Board meetings and executive sessions on  
148 social media. Any information published must be approved by the AJRCCC Board [see  
149 Article IV. 4-4].  
150 b. This law applies to the AJRCCC Board and regulates social media accounts including how  
151 content is managed and who has authority to post on social media on behalf of the Nation.  
152 BCC's must register social media accounts with the Nation's Secretary's Office to include  
153 specific information related to access to the account, acknowledgment and compliance with  
154 the Computer Resource Ordinance and this policy, use a Tribal email address or ask for the  
155 Secretary to allow the entity to operate the account utilizing the current e-mail address, and  
156 ensure all content complies with all applicable tribal, state or federal laws.  
157

158 E. Computer Resources Ordinance [see O.C. Chapter 215]

- 159 a. AJRCCC Board members are considered users under this law and must comply with the  
160 established requirements which ensures appropriate use of the Nation's computer  
161 resources.  
162

163 A. Travel and Expense Policy [see O.C. Chapter 219]

- 164 a. Members of the AJRCCC Board are eligible to be reimbursed for travel and per diem to  
165 attend a conference or training in accordance with the Nation's travel policies. A list of  
166 eligible training and conference topics is included in Article I. 1-7 of the bylaws.  
167

168 B. Open Records and Open Meetings [see O.C. Chapter 107]

- 169 a. The AJRCCC Board must comply with the Open Meetings and Open Records law. This  
170 law details how records must be maintained. The AJRCCC Board bylaws delegates the  
171 maintenance of the records to the Secretary [see Article II.2-4]. Portions of the AJRCCC  
172 Board meetings may be considered closed meeting sessions if exception in this law related  
173 to personnel matters or contracts are being discussed and deemed confidential.  
174

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

- 176 a. The AJRCCC Board is considered a fund unit of the Nation under this law. Fund unit  
177 managers are required to develop, submit and maintain a triennial strategic plan for the  
178 fund unit's operations which aligns with the triennial strategic plan established by the  
179 Oneida Business Committee. The Boards, Committees and Commissions law does not  
180 require the bylaws to identify how each Board, Committee or Commission will complete

181 this task and the Board did not include this task in these bylaws. The task is; however, still  
182 required of the AJRCCC Board.

**Oneida Business Committee Agenda Request**

Approve the Oneida Pow-wow Committee Bylaws

**1. Meeting Date Requested:** 2 / 27 / 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:

Consider the Powwow Committee Bylaws Amendments. These amendments comply with the requirements set forth in the Boards, Committees, and Commissions Law.

**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:

Additional Requestor:

## Oneida Pow-wow Committee Bylaws

### Article I. Authority

- 1-1. *Name.* The name of this entity shall be the Oneida Pow-wow Committee and may hereinafter be referred to as the Committee.
- 1-2. *Establishment.* This Committee was officially established by the Oneida Business Committee through adoption of resolution BC-04-13-90-B and is further recognized by the Oneida Business Committee through its approval of these bylaws on October 15, 1997 and subsequent amendments on February 3, 1999, February 23, 2005, June 23, 2010, April 22, 2016, June 2, 2015, and December 10, 2018.
- 1-3. *Authority.* The purpose of the Committee is to coordinate and manage annual Pow-wows in order to encourage people to enjoy and participate in social activities, such as dancing, singing, visiting, the renewing of old friendships and the making of new ones, through the authority delegated to the Committee by the laws of the Nation.
- 1-4. *Office.* The official mailing address of the Committee shall be:  
Oneida Pow-wow Committee  
P.O. Box 365  
Oneida, WI 54155
- 1-5. *Membership.*
- (a) *Number of Members.* The Committee shall be made up of no more than nine (9) members and no less than (5) members.
    - (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.
      - (A) *Term Expiration.* Although a member's term has expired, he or she shall remain in office until a successor has been sworn in by the Oneida Business Committee.
      - (B) *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 Committee Chairperson or Chairperson's designee. The resignation is deemed effective upon acceptance by motion of a member's verbal resignation or upon delivery of the written notices.
  - (b) *Appointment.* Each Committee member shall be appointed in accordance with the Boards, Committees and Commissions law to serve a three (3) year term.
    - (1) The Committee Chairperson shall review application materials and provide the Oneida Business Committee with recommendations on

46 applicants for appointment by the executive session in which  
47 appointments are intended to be made.

48 (A) The Chairperson shall recommend the appointment of  
49 qualified applicants who are members of the Oneida Nation  
50 over other qualified non-member applicants.

51 (2) Committee members shall not be limited in the number of terms that  
52 can be served consecutively or otherwise.

53 (c) *Vacancies.* Vacancies shall be filled in accordance with the Boards,  
54 Committees and Commissions law.

55 (1) The Committee Chairperson shall review application materials and  
56 provide the Oneida Business Committee with recommendations on  
57 applicants for appointment by the executive session in which  
58 appointments are intended to be made.

59 (A) The Chairperson shall recommend the appointment of  
60 qualified applicants who are members of the Oneida Nation  
61 over other qualified non-member applicants.

62 (d) *Qualifications of Members.* Committee members shall meet the following  
63 qualifications:

64 (1) Be a member of a federally-recognized Indian tribe;

65 (2) Have a minimum of two (2) years of experience coordinating a Pow-  
66 wow, participating in a Pow-wow, or coordinating a community  
67 event.

68 (A) Priority shall be given to those applicants with experience in  
69 either Pow-wow coordination or Pow-wow participation  
70 over those applicants with experience coordinating  
71 community events unrelated to Pow-wows.

72 (3) Must be at least eighteen (18) years of age or older;

73 (4) Must never have been convicted of a felony or misdemeanor related  
74 to any of the following:

75 (A) Fraud;

76 (B) Theft; and/or

77 (C) Violent or Sexual misconduct.

78 (i) Any pardon issued by the Nation or the governor of  
79 any state for a conviction specified above shall not  
80 deem a person as “exonerated” for purposes of  
81 qualifying for membership on the Committee.

82 (5) Must be able to dedicate weekends and nights to Committee related  
83 obligations/activities.

84  
85 1-6. *Termination of Appointment.* A member's appointment may be terminated in accordance  
86 with the Boards, Committees and Commissions law.

87 (a) A violation of any of the expectations set forth in Article IV of these bylaws  
88 shall be cause for the Committee to place the matter on its next agenda for  
89 a vote by a majority of the quorum of members in attendance on whether to  
90 make a recommendation to the Oneida Business Committee for termination

of the member's appointment in accordance with the Boards, Committees and Commissions law.

1-7. *Trainings and Conferences.* Mandatory trainings/conferences for Committee members shall be as follows:

- (a) Each member shall be required to attend no more than one (1) full day of a training or conference per year;
- (b) Trainings/conferences shall be limited to the following subject areas:
  - (1) Planning/coordinating Pow-wow events;
  - (2) Ethics; and
  - (3) Event planning.
- (c) Attendance shall be subject to approval of the Committee Chairperson and contingent upon financing; and
- (d) Attending and/or participating in Pow-wow events does not constitute mandatory trainings/conferences for purposes of stipend eligibility.

## Article II. Officers

2-1. *Officers.* The Committee shall have four (4) Officer positions: Chairperson, Vice-Chairperson, Treasurer and Secretary.

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

- (a) Preside at all meetings of the Committee and, with the assistance of the Secretary, forward notice of meeting location, agenda, documents and minutes.
- (b) Shall be an ex officio member of all subcommittees of the Committee, may call joint or emergency meetings, and shall keep the Committee informed as to the business of the Committee and Pow-wows.
- (c) Sign and execute all contracts or other instruments, as needed, that have been duly authorized under the Nation's accounting policies and, with the assistance of the Treasurer, maintain the Committee's books and records in accordance with all laws of the Nation.
- (d) Shall, with the assistance of the Secretary, submit annual and semi-annual reports to the General Tribal Council and submit quarterly reports to the Oneida Business Committee as required by the Boards, Committees and Commissions law.
- (e) Shall attend, or designate a Committee member to attend, the meetings of the Oneida Business Committee where the Committee's quarterly report is on the agenda.
- (f) The above duties and responsibilities are not an all-inclusive list but rather a general representation of the duties and responsibilities associated with this Officer position. The duties and responsibilities will be subject to change based on organizational needs and/or as deemed necessary by the Committee.

- 136 2-3. *Responsibilities of the Vice-Chairperson.* The duties, responsibilities and limitations of the  
137 Vice-Chairperson shall be as follows:
- 138 (a) In the absence of the Chairperson, shall conduct meetings of the Committee.  
139 (b) In the absence of the Chairperson, shall sign and execute all contracts or  
140 other instruments, as needed, that have been duly authorized under the  
141 Nation's accounting policies.  
142 (c) The above duties and responsibilities are not an all-inclusive list but rather  
143 a general representation of the duties and responsibilities associated with  
144 this Officer position. The duties and responsibilities will be subject to  
145 change based on organizational needs and/or as deemed necessary by the  
146 Committee.  
147
- 148 2-4. *Responsibilities of the Treasurer.* The duties, responsibilities and limitations of the  
149 Treasurer shall be as follows:
- 150 (a) Be aware of and have primary knowledge of all funds and securities of the  
151 Committee and deposit of such funds.  
152 (b) Prepare appropriation requests and, with the assistance of the Chairperson,  
153 maintain the Committee's books and records in accordance with all laws of  
154 the Nation.  
155 (c) Report on the condition of the finances of the Committee at each regular  
156 meeting of the Committee and at other times as required or requested.  
157 (d) The above duties and responsibilities are not an all-inclusive list but rather  
158 a general representation of the duties and responsibilities associated with  
159 this Officer position. The duties and responsibilities will be subject to  
160 change based on organizational needs and/or as deemed necessary by the  
161 Committee.  
162
- 163 2-5. *Responsibilities of the Secretary.* The duties, responsibilities and limitations of the  
164 Secretary shall be as follows:
- 165 (a) Keep minutes of the Committee meetings in an appropriate format and, with  
166 the assistance of the Chairperson, forward notice of meeting location,  
167 agenda, documents and minutes.  
168 (b) Provide notice of regular, emergency and joint meetings of the Committee.  
169 (c) Act as custodian of the records and maintain records in accordance with the  
170 Nation's Open Records and Open Meetings law.  
171 (d) Attest to the execution of instruments on behalf of the Committee by the  
172 proper Officer.  
173 (e) Attend to all correspondence and present to the Committee all official  
174 communications received by the Committee.  
175 (f) Along with the Chairperson, submit annual and semi-annual reports to the  
176 General Tribal Council and submit quarterly reports to the Oneida Business  
177 Committee in accordance with the Boards, Committees and Commissions  
178 law.  
179 (g) The above duties and responsibilities are not an all-inclusive list but rather  
180 a general representation of the duties and responsibilities associated with  
181 this Officer position. The duties and responsibilities will be subject to

change based on organizational needs and/or as deemed necessary by the Committee.

2-6. *Selection of Officers.* The Officers of the Committee shall be appointed by the Committee for a three (3) year term by a majority vote of the quorum in attendance at a regular or emergency meeting.

(a) Each Officer shall hold his or her office until:

(1) The member resigns as an Officer.

(b) A vacancy of any Officer position shall be filled by the Committee by a majority vote of the quorum in attendance at a regular or emergency meeting for the unexpired term.

(c) The designation of a term shall not grant to the Officer any vested or contractual rights in serving the term.

2-7. *Budgetary Sign-Off Authority and Travel.* The Committee shall follow the Nation's policies regarding purchasing and sign-off authority.

(a) Budgetary sign-off authority for the Committee shall be as follows:

(1) Sign-off authority shall occur in accordance with the accounting policies of the Nation.

(2) The Committee Chairperson has sign-off authority on any duly authorized contracts of three thousand dollars (\$3,000) or less.

(b) *Checks, Appropriations and Other Orders of Payment.* All checks and other orders of payment shall be handled pursuant to the Nation's accounting policies. All appropriation requests shall be prepared by the Treasurer of the Committee or, in his or her absence, the Committee Chairperson's designee.

(c) *Deposits.* All funds of the Committee not otherwise obligated shall be deposited back into the Pow-wow budget.

(1) The Committee shall adopt policies and procedures for handling cash, accounting and record keeping for and during all Pow-wows.

(d) *Books and Records.* The Committee's books and records shall be maintained by the Chairperson and Treasurer of the Committee and shall be available for examination by any Committee member or any member of the Oneida Business Committee, along with any other interested party to the extent authorized under the Nation's Open Records and Open Meetings law.

(e) The Committee shall approve a member's request to travel on behalf of the Committee by a majority vote at a regular or emergency meeting of the Committee.

2-8. *Personnel.* The Committee has authority, dependent upon budgeted funds and subject to the Oneida Business Committee's approval, to hire personnel for the benefit of the Committee.

(a) The hiring of all Committee personnel shall be conducted in accordance with the Nation's Personnel Policies and Procedures.

**Article III. Meetings**

3-1. *Regular Meetings.* Regular meetings shall be determined by the Committee. The regular meeting time, place and agenda shall be determined at a regular meeting. If no alternate designation is made by the Committee, the regular meetings shall be held on the second Tuesday of every month.

(a) Notice of meeting location, agenda, documents and minutes shall be forwarded by the Chairperson with the assistance of the Secretary.

(b) Meetings shall be run in accordance with Robert's Rules of Order.

3-2. *Emergency Meetings.* An emergency meeting may be called when a matter cannot wait for a regular meeting.

(a) Emergency meetings of the Committee may be called by the Chairperson or upon written request of any two (2) Committee members.

(b) Notice of an emergency meeting shall be given at least forty-eight (48) hours prior to the date set for any such meeting.

(1) Notice may be communicated in person, by email, or other wire or wireless communication.

(c) Within seventy-two (72) hours after an emergency meeting, the Committee shall provide the Nation's Secretary with notice of the emergency meeting, the reason for the emergency meeting, and an explanation as to why the meeting could not wait until the next regular meeting.

3-3. *Joint Meetings.* Joint meetings with the Oneida Business Committee shall be held at an agreed upon location on an as needed basis per the approval of the Oneida Business Committee.

(a) Subject to approval from the Oneida Business Committee, joint meetings of the Committee may be called by the Chairperson or upon written request of any two (2) Committee members.

(b) Notice of the meeting location, agenda, documents and minutes shall be forwarded by the Committee Chairperson with the assistance of the Committee Secretary.

3-4. *Quorum.* A quorum consists of no less than a majority of the current membership and must include the Chairperson or Vice-Chairperson.

3-5. *Order of Business.* The regular meetings of the Committee shall follow the order of business at set out herein:

(a) Call to Order

(b) Adopt the Agenda

(c) Approval of Minutes

(d) Old Business

(e) New Business

(f) Reports

(g) Other Business

(h) Executive Session

(i) Adjournment

- 273  
274 3-6. *Voting.* Voting shall be in accordance with a majority vote of the quorum of  
275 Committee members present at a duly called meeting.  
276 (a) The Chairperson shall not be allowed to vote unless a tie needs to be broken.  
277 (b) E-Polls are permissible and shall be conducted in accordance with the  
278 Boards, Committees and Commissions law.  
279 (c) The Vice-Chairperson will serve as the Chairperson's designee for the  
280 responsibility of conducting an e-poll at the discretion of the Chairperson.  
281

#### 282 **Article IV. Expectations**

- 283 4-1. *Behavior of Members.* Committee members are expected to be respectful of others and to  
284 arrive at meetings, as well as other Committee related activities, prepared  
285 and on-time. The following behavior constitutes a violation of this Section  
286 of the bylaws:  
287 (a) Missing three (3) unexcused consecutive Committee meetings without  
288 sufficient justification.  
289 (1) A Committee member will be deemed unexcused if he or she fails  
290 to provide notice of the intended absence to a Committee member  
291 in advance of the meeting that he or she will be absent from.  
292 (b) Being found guilty of or substantiated for committing any of the following:  
293 (1) Acts of fraud;  
294 (2) Acts of theft; and/or  
295 (3) Any other acts of violence, dishonesty or abuse of power.  
296 (c) *Enforcement.* If a member violates this or any other Section set forth in  
297 Article IV of these bylaws, he or she may be subject to any of the following  
298 upon majority vote of the quorum present at a duly called meeting:  
299 (1) Removal of the member from a meeting or other gathering of the  
300 Committee, which could affect the member's stipend eligibility;  
301 (2) Committee action to discipline the member in accordance with any  
302 law of the Nation governing sanctions and penalties for appointed  
303 officials; and/or  
304 (3) A recommendation for termination of the member's appointment to  
305 the Oneida Business Committee in accordance with the Boards,  
306 Committees and Commissions law and/or any other law of the  
307 Nation governing the termination of appointed officials.  
308  
309 4-2. *Prohibition of Violence.* Intentionally violent acts committed by a member of the  
310 Committee that inflicts, attempts to inflict, or threatens to inflict emotional  
311 or bodily harm on another person, or damage to property, are strictly  
312 prohibited.  
313  
314 4-3. *Drug and Alcohol Use.* The use of alcohol and prohibited drugs by a member of the  
315 Committee when acting in his or her official capacity is strictly prohibited.  
316  
317 4-4. *Social Media.* Committee members shall comply with the Oneida Nation's Social Media  
318 Policy.

4-5. *Conflict of Interest.* Committee members shall comply with all laws of the Nation governing conflicts of interest.

## **Article V. Stipends and Compensation**

5-1. *Stipends.* Dependent upon available budgeted funds, each Committee member shall be eligible for the following stipends as set forth in the Boards, Committees and Commissions law and resolution BC-09-26-18-D titled Boards, Committees and Commissions Law Stipends:

- (a) One (1) meeting stipend per month of seventy-five dollars (\$75) provided that:
  - (1) A quorum was established;
  - (2) The meeting of the established quorum last for a minimum of one (1) hour; and
  - (3) The Committee member collecting the stipend was physically present for the entire meeting of the established quorum in accordance with the Boards, Committees and Commissions law.
- (b) For attending a conference or training, a stipend of one hundred dollars (\$100) for each day of attendance, provided that:
  - (1) The Committee member attended a full day of training or was present at the conference for a full day; and
  - (2) The Committee member's attendance at the conference or training was required by law, bylaw or resolution.
- (c) Stipends for attending Judiciary hearings if the Committee member is specifically subpoenaed.
- (d) A stipend of seventy-five dollars (\$75) for attending a duly called joint meeting between the Committee and the Oneida Business Committee, provided that:
  - (1) A quorum was established by both the Committee and the Oneida Business Committee;
  - (2) The joint meeting of established quorums lasted for at least one (1) hour; and
  - (3) The Committee member collecting the stipend was physically present for the entire joint meeting.
- (e) Members will be required to fill out a time-sheet for stipend requests.
  - (1) Stipend requests must be signed by the Committee Chairperson or Chairperson's designee.

5-2. *Compensation.* A Committee member shall be compensated twenty-five dollars (\$25) per hour for services he or she provides during each Pow-wow event, not to exceed two hundred dollars (\$200) per day and contingent upon available budgeted funds.

- (a) Services provided "during each Pow-wow event" shall include:
  - (1) Services relating to setting up for the Pow-wow event;
  - (2) Services provided on the day(s) of the Pow-wow event; and

- (3) Services relating to taking down/cleaning up after the Pow-wow event.
- (b) Committee members shall keep track of their hours of service provided during a Pow-wow event on a timesheet.

## **Article VI. Records and Reporting**

- 6-1. *Agenda Items.* Agenda items shall be maintained in a format provided by the Oneida Business Committee Support Office.
- 6-2. *Minutes.* Minutes shall be typed in a format provided by the Oneida Business Committee Support Office and as agreed upon by the Committee to generate the most informative record of the Committee's meeting and shall include a summary of the action taken by the Committee during meetings.
- (a) All minutes shall be submitted to the Oneida Business Committee Support Office within two (2) business days of the meeting date.
- 6-3. *Attachments.* Attachments to the minutes and agenda from the meeting in which they were presented shall be kept together in an electronic filing system.
- 6-4. *Oneida Business Committee Liaison.* The Committee shall meet with the Oneida Business Committee member who is its designated liaison as needed, the frequency and method of communication to be agreed upon between the liaison and the Committee.
- (a) The Committee shall check in with its liaison on a quarterly basis.
- (b) Purpose of the liaison relationship is to uphold the ability of the liaison to act as support to the Committee.
- 6-5. *Audio Recordings.* All Committee meetings shall be audio recorded.
- (a) The Oneida Business Committee Support Office shall supply a recording device to the Committee in advance of each meeting.
- (1) The Committee shall return, or the Oneida Business Committee Support Office shall pick up, the recording device within two (2) business days of each meeting.
- (2) Audio recordings shall be maintained by the Oneida Business Committee Support Office.
- (b) *Exception.* Audio recordings of executive session portions of a meeting shall not be required.

## **Article VII. Amendments**

- 7-1. *Amendments.* Amendments shall be made to these bylaws at a regular meeting of the Committee, provided that written notice of the proposed amendments is made at a prior regular meeting.
- (a) The Committee may amend these bylaws by the affirmative vote of a majority of the quorum present at the meeting.

- 408 (b) Amendments to these bylaws shall conform to the requirements of the  
409 Boards, Committees and Commissions law and any other policy of the  
410 Nation.  
411 (c) Amendments to these bylaws shall be approved by the Oneida Business  
412 Committee before implementation.  
413

414 [SIGNATURE BLOCK NEEDS TO BE ADDED]  
415

## Oneida Pow-wow Committee Bylaws

### Article I. Authority

- 1-1. *Name.* The name of this committee shall be the Oneida Pow-wow Committee, hereinafter referred to as "Committee."
- 1-2. *Authority.* This Committee was officially recognized by the Oneida Business Committee through adoption of resolution BC-04-13-90-B and bylaws were approved by the Oneida Business Committee on October 15, 1997, and amended on February 3, 1999, February 23, 2005, June 23, 2010 and April 22, 2015.
- 1-3. *Office.*

The official mailing address of the Committee shall be:

Oneida Pow-wow Committee  
P.O. Box 365  
Oneida, WI 54155

The physical meeting place shall be determined at the first meeting of the Committee and may change from time to time as determined by the Committee but shall be within the Reservation boundaries.
- 1-4. *Membership.*
  - (a) *Number of Members.* The Committee shall be made up of nine (9) members with voting powers.
    - (1) The Committee shall in no event be comprised of less than five (5) members.
    - (2) 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 Comprehensive Policy Governing Boards, Committees and Commissions.
  - (b) *Qualifications.* In order to be appointed to the Committee, an individual shall:
    - (1) Be a member of a federally-recognized Indian tribe; and
    - (2) Have Pow-wow knowledge, as demonstrated through experience coordinating a Pow-wow or participating in a Pow-wow; or have experience in coordinating a community event.
  - (c) *How Appointed.* Each Committee member shall be appointed in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions to serve a three (3) year term. Qualified applicants who are members of the Oneida Tribe of Indians of Wisconsin shall be appointed to the Committee over other qualified applicants. Committee members shall not be limited in the number of terms that can be served consecutively or otherwise.
  - (d) *Vacancies.*
    - (1) *Filling of Vacancies, Generally.* If a vacancy occurs on the Committee, the Committee shall provide written notice to the Oneida Tribal Secretary so that the Oneida Business Committee may fill the vacancy; however, the filling of a vacancy may be timed to correspond with the activities and the needs of the Committee. The Committee may make recommendations as to possible candidates.
    - (2) *Resignation.* A member may resign at any time verbally or by delivering written notice to the Committee.
      - (A) *Effective Date of Resignation.* A resignation is effective upon acceptance by motion or delivery of notice.

- (B) *Filling of Vacancies if Resignation is Deferred.* A vacancy that may occur at a specific later date by reason of resignation may be filled before the vacancy occurs, but the new member cannot take office until the vacancy occurs.
  - (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 or until his or her earlier exit.
  - (4) *Termination of Appointment.* A member's appointment may be terminated in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions.
- 1-5. *Meeting Stipends.* Dependent upon available budgeted funds, each Committee member shall be compensated at a rate of no more than fifty dollars (\$50.00) per month when at least one (1) meeting is conducted, provided that the meeting has established a quorum for a minimum of one (1) hour and the Committee member collecting the stipend was present for at least one (1) hour of the established quorum, in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions.
- 1-6. *Purpose.* The purpose of the Committee is to coordinate and manage annual Pow-wows in order to encourage people to enjoy and participate in social activities, including dancing, singing, visiting, renewing old friendships and making new ones.
- 1-7. *Pow-wow Activities.* The Committee shall, at a duly called meeting by motion and recorded within the minutes, identify each member, the services he or she shall provide during each Pow-wow and the specific dates and times during which the member shall perform such services. A member shall be compensated twenty-five dollars (\$25.00) per hour for services he or she provides during each Pow-wow, not to exceed two hundred dollars (\$200.00) per day, contingent upon available budgeted funds.

## Article II. Officers.

- 2-1. *Officers.* The officers of the Committee shall consist of a Chairperson, Vice-Chairperson, Treasurer and Secretary. The Committee may elect such other officers and assistant officers as it deems necessary.
- 2-2. *Chairperson Duties.* The responsibility, duties and powers of the Chairperson of the Committee are as follows:
  - (a) Preside at all meetings of the Committee.
  - (b) Shall be an ex officio member of all subcommittees of the Committee, may call emergency and special meetings, and keep the Committee informed as to the business of the Committee and Pow-wows.
  - (c) Sign and execute all contracts or other instruments which the Committee has authorized, as needed.
  - (d) The Chairperson and the Secretary shall submit reports to the Oneida Business Committee for publication in the General Tribal Council annual and semi-annual reports, and shall submit quarterly reports to the Oneida Business Committee.
- 2-3. *Vice-Chairperson Duties.* The Vice-Chairperson shall:
  - (a) In the absence of the Chairperson, conduct meetings of the Committee.
  - (b) Sign and execute all contracts or other instruments which the Committee has authorized, as needed.
- 2-4. *Treasurer Duties.* The responsibilities, duties and powers of the Treasurer are as follows:
  - (a) Be aware of and have primary knowledge of all funds and securities of the Committee and deposit of such funds.

- (b) Sign and execute all contracts or other instruments which the Committee has authorized, as needed.
  - (c) Report on the condition of the finances of the Committee at each regular meeting and at other times as required or requested.
- 2-5. *Secretary Duties.* The responsibilities, duties and powers of the Secretary are as follows:
- (a) Keep minutes of the Committee meetings in an appropriate format.
  - (b) Provide notice of regular, emergency and special meetings of the Committee.
  - (c) Act as custodian of the records.
  - (d) Attest to the execution of instruments on behalf of the Committee by the proper officer.
  - (e) Attend to all correspondence and present to the Committee all official communications received by the Committee.
  - (f) Along with the Chairperson, submit reports to the Oneida Business Committee for publication in the General Tribal Council annual and semi-annual reports, and submit quarterly reports to the Oneida Business Committee.
- 2-6. *How Chosen and Length of Term.* The officers of the Committee shall be appointed by the Committee for a three (3) year term.
- (a) Each officer shall hold his or her office until:
    - (1) the member resigns; or
    - (2) the member has his or her appointment terminated in the manner set out in the Comprehensive Policy Governing Boards, Committees and Commissions.
  - (b) A vacancy of any officer shall be filled by the Committee for the unexpired term.
  - (c) The designation of a term shall not grant to the officer any vested or contractual rights in serving the term.
- 2-7. *Subcommittees.* Subcommittees shall be created when necessary by the Chairperson with the approval of the Committee. A subcommittee shall serve until the duties it has been assigned are discharged or a final report is given.
- 2-8. *Personnel.* The Committee has the authority, dependent upon budgeted funds, to hire personnel to conduct a Pow-wow, such as: emcees, arena directors, tabulators, and judges for drum and dance.

### Article III. Meetings

- 3-1. *Regular Meetings.* Regular meetings shall be determined by the Committee. The regular meeting time, place and agenda shall be determined at a regular meeting. If no alternate designation is made by the Committee, the regular meetings shall be the last Tuesday of every month. Notice of meeting location, agenda and materials shall be forwarded by the Chairperson with the assistance of the Secretary. Meetings shall be run in accordance with Robert's Rules of Order.
- 3-2. *Emergency and Special Meetings.* Emergency or special meetings of the Committee may be called by the Chairperson or upon written request of any two (2) members. The Chairperson shall designate a time and place for holding an emergency or special meeting.
- 3-3. *Notice of Emergency or Special Meeting.* Notice of an emergency or special meeting shall be given at least forty-eight (48) hours prior to the date set for any such meeting. Notice may be communicated in person, by facsimile or other wire or wireless communication, or by mail.
- 3-4. *Quorum.* Five (5) of the Committee members shall constitute a quorum for transaction of

business, which shall include the Chairperson or Vice-Chairperson.

- 3-5. *Order of Business.* The regular meetings of the Committee shall follow the order of business at set out herein:
- (a) Call to Order
  - (b) Roll Call
  - (c) Approving of Previous Meeting Minutes
  - (d) Subcommittee Reports
  - (e) Old Business
  - (f) New Business
  - (g) Adjournment
- 3-6. *Voting.* Voting shall be in accordance with the simple majority vote of the Board members present at a duly called meeting. The Chairperson shall vote only in case of a tie.

#### **Article IV Reporting.**

- 4-1. *Format.* Agenda items shall be in an identified format.
- 4-2. *Minutes.* Minutes shall be typed and in a consistent format designed to generate the most informative record of the meetings of the Committee.
- 4-3. *Attachments.* Handouts, reports, memoranda, and the like may be attached to the minutes and agenda, or may be kept separately, provided that all materials can be identified to the meeting in which they were presented.
- 4-4. *Reporting.* The Chairperson shall report to the Oneida Business Committee Liaison, if one is designated.

#### **Article V. Amendments.**

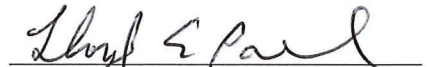
- 5-1. *Amendments to Bylaws.* Amendments shall be made to these Bylaws at a regular meeting of the Committee provided that written notice of the proposed amendments was made at a prior regular meeting. The Committee may amend the Bylaws by the affirmative vote of the majority of the members. Amendments are effective upon adoption of the Committee and approval by the Oneida Business Committee.

#### **Article VI. Contracting and Accounting**

- 6-1. *Budgets.* The Chairman and Treasurer of the Committee shall oversee the Pow-wow budgets and have sign-off authority according to the accounting procedures of the Tribe.
- 6-2. *Contracts.* The Committee may authorize the Chairperson, Vice-Chairperson or Treasurer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Committee, and such authority may be general to specific instances within the purpose for which this Committee is formed. Any contract over ten thousand dollars (\$10,000.00) shall be approved by vote of the Committee.
- 6-3. *Checks, Appropriations and Other Orders of Payment.* All checks and other order of payment shall follow the accounting procedures designated by the Tribe. All appropriation requests shall be prepared by the Treasurer of the Committee.
- 6-4. *Deposits.* All funds of the Committee not otherwise obligated, shall be deposited back into the Pow-wow budget. The Committee shall adopt policies and procedures for handling cash, accounting and record keeping for and during all Pow-wows.
- 6-5. *Books and Records.* The Committee's books and records shall be maintained by the Chairman and Treasurer of the Committee and shall be available for examination by any Committee member or any member of the Oneida Business Committee.

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These Bylaws, as amended and revised, are hereby attested to as adopted by the Pow-wow Committee at a duly called meeting held on the 19th day of MAY, 2015.

  
Lloyd E. Powless, Jr. Chairperson  
Oneida Pow-wow Committee

and approved by the Oneida Business Committee at a duly called meeting held on the 2 day of June, 2015.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee



## Oneida Pow-wow Committee 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 (OBC) directive established by resolution BC-09-26-18-C that all Boards, Committees and Commissions of the Nation; excluding the OBC 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 <i>[see O.C. 105.10]</i> .		
Intent of the Bylaws	The bylaws provide a framework for the operation and management of the Pow-wow Committee (Committee) to govern the standard procedures regarding the way the Committee conducts its affairs, including: the appointment of persons to the Committee, 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.		
Purpose	The purpose of the Committee is to coordinate and manage annual pow-wows in order to encourage people to enjoy and participate in social activities, including dancing, singing, visiting, renewing old friendships and making new ones through authority delegated to the Committee by the laws of the Nation.		
Legislation Related to Boards, Committees and Commissions	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		
Enforcement/Due Process	<p>The Boards, Committees and Commissions law provides the enforcement process for appointed members. Members of the Committee serve at the discretion of the OBC. Upon the recommendation of a member of the OBC or by vote of the Committee, a member of the Committee may have his or her appointment terminated by the OBC.</p> <p>(a) A two-thirds majority vote of the OBC shall be required in order to terminate the appointment of an individual.</p> <p>(b) The OBC's decision to terminate an appointment is final and not subject to appeal <i>[see O.C. 105.7-4]</i>.</p> <p>The Committee shall consider and vote by a majority of members in attendance on a recommendation for termination of a member's appointment for OBC consideration if a violation of any of the expectations set forth in Article IV. 4-1 of the bylaws occurs <i>[see Article I. 1-6(a)]</i>.</p>		
Public Meeting	Public meetings are not required for bylaws.		
Fiscal Impact	A Fiscal Impact Statement is not required for bylaws.		

**SECTION 2. BACKGROUND**

- A. The Committee bylaw amendments were added to the active files list on October 3, 2018 with David P. Jordan as the sponsor.
- B. The Committee was officially recognized by the OBC through adoption of resolution BC-04-13-90-B and bylaws were approved by the OBC on October 15, 1997, and amended on February 3, 1999, February 23, 2005, June 23, 2010 and April 22, 2015.

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

- A. The bylaws comply with the Boards, Committees and Commissions law.
- 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 previously adopted bylaws.

**A. ARTICLE I. AUTHORITY**

- a. The term expiration was amended to correspond with the date the successor is sworn in *[see Article I. 1-5(a)(1)(A)]*. The Business Committee Support Office (BCSO) was added as a receiving entity, in addition to the Committee Chairperson or designee, of a written resignation and the resignation is now effective when the written notice is received or by motion of the Committee *[see Article I. 1-5(a)(1)(B)]*. The deferral of a vacancy of the Committee was removed *[see Article I. 1-4(d)(2)(B) of current bylaws]*.
- b. A provision related to the replacement term being through the unexpired term was removed *[see Article I. 1-4(d)(3)]*.
- c. Several qualifications were added to recruit board members with desirable skills and experience *[see Article I. 1-5(d)]*:
  - A minimum of two (2) years of experience coordinating or participating in a pow-wow or coordinating a community event. Priority is given to those applicants with experience in pow-wow coordination or participation over applicants who do not have this experience. The current bylaws require experience but do not require two (2) years of experience.
  - Must be eighteen (18) years of age or older in compliance with the Boards, Committees and Commissions law.
  - Must never have been convicted of a felony or misdemeanor related to fraud, theft or violent or sexual misconduct.
    - a. A pardon by the Nation or the governor of any state shall not deem a person as “exonerated” for purposes of qualifying for membership on the Committee.
  - Must be able to dedicate weekends and nights to Committee related obligations / activities.
- d. A provision was added that any violation of the expectations section of bylaws will require the Committee to place the matter on the next Committee agenda and vote on whether to recommend to the OBC that a member’s appointment be terminated from the Committee. The vote will be determined by a majority of the members in attendance *[see Article I. 1-6(a)]*.

- e. A section was added for trainings and conferences that complies with the Boards, Committees and Commissions law. Each member of the Committee is required to attend, upon approval of the Committee Chairperson, no more than one (1) full day of training per year to include training in conducting or coordinating pow-wow events and/or activities, ethics and event planning *[see Article I. 1-7]*. Although a member would not be in violation of the bylaws if they do not attend a training; if a training were to become available the Chairperson could mandate the Committee to attend.
- Attending or participating in pow-wow events is not eligible for a training stipend *[see Article I. 1-7(d)]*.

## B. ARTICLE II. OFFICERS

- a. Duties were added to the Chairperson position:
- Assist the Secretary in forwarding all meeting materials *[see Article II. 2-2(a)]*.
  - Attend or designate a Committee member to attend OBC meetings where the quarterly report is on the agenda *[see Article II. 2-2(e)]*.
- b. The budgetary and sign off authority and travel section is new to these bylaws based on requirements in the Boards, Committees and Commissions law. This requirement creates accountability regarding committee action related to travel and authority to make budgetary decisions. *[see Article II. 2-7]*.
- The provision related to Committee approval of contracts was changed from \$10,000 to \$3,000. The Committee will follow the Nation's laws and policies for all contracts.
- c. The personnel section has changed. The committee can now hire personnel on behalf of the committee subject to OBC approval and budgeted funds; subject to the Nation's Personnel Policies and Procedures *[see Article II. 2-8]*.
- The hiring of pow-wow personnel was removed from this section as these are contracted positions and the Committee will follow the Nation's policies regarding all contracts in accordance with Article II. 2-7.
- d. A provision was added to allow the Chairperson to handle appropriation requests in the absence of the Treasurer *[see Article II. 2-7(b)]*.

## C. ARTICLE III. MEETINGS

- a. Special meetings were removed, and joint meetings with the OBC subject to OBC approval were added to the bylaws in accordance with the Boards, Committees and Commissions law *[see 105.10-3(c)]*.
- b. A provision was added per the Boards, Committees and Commissions law that the Committee will notify the Nation's Secretary within 72 hours of the meeting being held with notice of the meeting, the reason for the emergency meeting, and an explanation of why the matter could not wait for a regular meeting *[see Article III. 3-2(b)]*.
- c. The meeting quorum changed from five (5) members to a majority of the current membership *[see Article III. 3-4]*.
- d. The Order of Business changed in accordance with the Boards, Committees and Commissions law *[see Article III. 3-5]*.
- e. The use of e-polls that follow the requirements established in the Boards, Committees and Commissions law and are conducted by the Chairperson or Vice Chairperson at the Chairperson's discretion was added *[see Article III. 3-6(c)]*.

## D. ARTICLE IV. EXPECTATIONS

This section is a new to these bylaws based on the requirements established in the Boards, Committees and Commissions law.

- a. Behavioral requirements were added to govern members during Committee related activities *[see Article IV. 4-1]*. Enforcement of behavioral expectations include removal from a meeting or other gathering of the Committee, which could affect stipend eligibility, the Committee taking action according to any laws of the Nation, or recommendation by the Committee for termination of appointment by the OBC *[see Article IV. 4-1(c)]*.
- b. Intentional acts of violence that inflicts, attempts to inflict or threatens to inflict emotional or bodily harm or damage to property are prohibited *[see Article IV. 4-2]*.
- c. Drug and alcohol use by a member when acting in an official capacity is prohibited *[see Article IV. 4-3]*.
- d. The Committee shall comply with the Nation's Social Media Policy *[see Article IV. 4-4]*.
- e. The Committee will be required to comply with the Nation's laws governing conflicts of interest *[see Article IV. 4-5]*. The Committee bylaws do not include any additional information related to the mitigation of conflicts of interest which is optional under the Boards, Committees and Commissions law *[see 105.10-1(d)(c)]*.

## E. ARTICLE V. STIPENDS AND COMPENSATION

- a. This section provides a list of eligible stipends members of the Committee are eligible to receive *[see Article V. 5-1]*. Stipends in addition to the regular once per month meeting include:
  - Stipends for attending Judiciary hearings if subpoenaed.
  - Stipends for a duly called Joint Meeting with the OBC.
  - Stipends for attendance at a full day of training or a conference if required by law, bylaw or resolution.

## F. ARTICLE VI. RECORDS AND REPORTING

- a. Provisions added related to records and reporting in accordance with the Boards, Committees and Commissions law include:
  - A provision that the minutes will follow the format provided by the BCSO *[see Article VI. 6-2]*.
  - A provision that meeting minutes will be submitted to the BCSO within two business days of the meeting date *[see Article VI. 6-2(a)]*.
  - Regular meetings with the OBC Liaison as agreed upon by the Committee and the liaison was added to include a quarterly check in *[see Article VI. 6-4]*.
  - A requirement that all meetings are to be audio recorded. Executive session is not required to be recorded *[see Article VI. 6-5]*.

## G. ARTICLE VII. AMENDMENTS

- a. A provision was added requiring that amendments follow the Boards, Committees and Commissions law and any other policy of the Nation *[see Article VII. 7-1(c)]*.

**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.

A. 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 Committee is appointed by the OBC. The requirements for entity bylaws are contained in this law as well as a requirement that all existing entities of the Nation comply with the format detailed in the law and present the bylaws for adoption by the OBC within a reasonable timeframe. These Committee bylaws comply with the Boards, Committees and Commissions law.

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

- a. The Committee members are required to abide by the Code of Ethics law and Article IV of the bylaws addresses the behavioral expectations of members, some of which are covered in the Code of Ethics law. This law promotes the highest ethical conduct from 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 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.

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

- a. Members of the Committee are eligible to be reimbursed for travel and per diem to attend a conference or training in accordance with the Nation's travel policies. A list of eligible training and conference topics is included in Article I. 1-7 of the bylaws.

D. Conflict of Interest [see O.C. Chapter 217]

This law applies to the Committee and establishes specific limitations to which information or materials that are confidential or may be used by a competitor of the Nation's enterprises or interests may be used to protect the interests of the Nation. The Boards, Committees and Commissions law establishes that amended bylaws require members to disclose potential or real conflicts and gives entities the option to determine how the conflict will be mitigated [see O.C. Chapter 105] and [see Article IV. 4-5 of the bylaws]. These Committee bylaws require compliance with the Nation's laws governing conflict of interest [see Article IV. 4-5].

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

- a. This law applies to the Committee and regulates social media accounts including how content is managed and who has authority to post on social media on behalf of the Nation. The Committee currently has a social media account on Facebook and is required to register the account with the Nation's Secretary's Office to include specific information related to access to the account, acknowledgment and compliance with the Computer Resource Ordinance and this policy, use a Nation issued email address or ask for the Secretary to allow the entity to operate the account utilizing the current e-mail address, and ensure all content complies with all applicable laws of the Nation, state or federal laws.

F. Computer Resources Ordinance [see O.C. Chapter 215]

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

G. Open Records and Open Meetings [see O.C. Chapter 107]

- a. The Committee must comply with the Open Meetings and Open Records law. The bylaws address the requirement that the records must be maintained according to this law which

190 details that the Chairperson or designee is the legal custodian of the records *[see 107.6-3]*.  
191 Portions of the Committee meetings may be considered closed meeting sessions if  
192 exception in this law related to personnel matters or contracts are being discussed and  
193 deemed confidential.  
194

195 H. Budget Management and Control *[see O.C. Chapter 121]*

- 196 a. The Committee is considered a fund unit of the Nation under this law. Fund unit managers  
197 are required to develop, submit and maintain a triennial strategic plan for the fund unit's  
198 operations which aligns with the triennial strategic plan established by the OBC. The  
199 Boards, Committees and Commissions law does not require the bylaws to identify how  
200 each Board, Committee or Commission will complete this task and the Board did not  
201 include this task in these bylaws.

**Oneida Business Committee Agenda Request**

Approve the Pardon and Forgiveness Screening Committee Bylaws

**1. Meeting Date Requested:** 2 / 27 / 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:

Consider the Pardon and Forgiveness Screening Committee Bylaws Amendments. These amendments comply with the requirements set forth in the Boards, Committees, and Commissions Law.

**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.

**PARDON AND FORGIVENESS SCREENING COMMITTEE BYLAWS****Article I. Authority**

1-1. *Name.* The name of this entity shall be the Pardon and Forgiveness Screening Committee and may hereinafter be referred to as the "PFSC."

1-2. *Establishment.* The PFSC was originally established by the Oneida Pardon Ordinance through adoption of resolution BC-07-31-02-A, which was repealed by and replaced with the Pardon and Forgiveness law, through adoption of resolution BC-05-25-11-A as amended by resolution BC-01-22-14-B.

1-3. *Authority.*

(a) *Purpose.* The purpose of the PFSC is to provide a fair, efficient and formal process for considering pardons and forgiveness by:

- (1) Promulgating internal standard operating procedures necessary to govern its proceedings;
- (2) Reviewing and processing applications for a pardon or forgiveness in an orderly and expeditious manner;
- (3) Reviewing an applicant's background investigation report received from the Oneida Human Resources Department;
- (4) Conducting and presiding over hearings to obtain a pardon or forgiveness from the Nation;
- (5) Providing formal, written recommendations to the Oneida Business Committee to approve or deny a pardon or forgiveness application;
- (6) Taking other actions reasonably related to the purpose of the PFSC; and
- (7) Carrying out all other powers and duties delegated by the laws of the Nation, including, but not limited to, the Pardon and Forgiveness law.

(b) The PFSC does not:

- (1) Have authority to enter into contracts; or
- (2) Have authority to create policy or legislative rules.

1-4. *Office.* The Official mailing address of the PRSC shall be:  
Pardon and Forgiveness Screening Committee  
P.O. Box 365  
Oneida, WI 54155

1-5. *Membership.*

(a) *Number of Members.* The PFSC shall consist of four (4) members and four (4) alternates from three (3) representative areas who shall serve a term consistent with that of the Oneida Business Committee's term of office.

(1) The three (3) representative areas shall be made up of:

- (A) One (1) member and one (1) alternate representative from the Oneida Police Department;

- 46 (B) Once (1) member and one (1) alternate representative from  
47 the Oneida Social Services Department; and  
48 (C) Two (2) member and two (2) alternate representatives from  
49 the community-at-large.  
50 (i) One (1) member and one (1) alternate representative  
51 of the community-at-large shall be an elder of fifty-  
52 five (55) years of age or older; and  
53 (ii) One (1) member and one (1) alternate representative  
54 of the community-at-large shall be twenty-five (25)  
55 years of age or older.
- 56 (b) *Appointment.* PFSC members and alternates shall be appointed by the  
57 Oneida Business Committee in accordance with the Boards, Committees  
58 and Commissions law. Each member and alternate shall remain in office as  
59 follows:  
60 (1) If his or her term has expired, until a successor has been sworn in by  
61 the Oneida Business Committee;  
62 (2) Until his or her resignation; or  
63 (A) A member or alternate may resign any time verbally at a  
64 meeting or by delivering written notice to the Oneida  
65 Business Committee Support Office and PFSC Chairperson  
66 or the Chairperson's designee. The resignation is effective  
67 upon acceptance by motion of a member's or alternate's  
68 verbal resignation or upon delivery of the written notices.  
69 (3) Until his or her appointment is terminated in accordance with the  
70 Boards, Committees and Commissions law.
- 71 (c) *Vacancies.* Vacancies for any reason, whether caused by term expiration,  
72 death, termination or resignation, shall be filled in accordance with the  
73 Boards, Committees and Commissions law for the remainder of the term.  
74 (1) The PFSC's Chairperson shall provide the Oneida Business  
75 Committee recommendations on all applications for appointment  
76 before the executive session in which the appointment is intended to  
77 be made.
- 78 (d) *Qualifications.* PFSC members and alternates shall meet the following  
79 qualifications:  
80 (1) The PFSC member and alternate representative from the Oneida  
81 Police Department shall:  
82 (A) Be an enrolled member of the Oneida Nation; and  
83 (B) Have a written recommendation from the Chief of Police for  
84 appointment to the PFSC.  
85 (2) The PFSC member and alternate representative from the Oneida  
86 Social Services Division shall:  
87 (A) Be an enrolled member of the Oneida Nation; and  
88 (B) Have a written recommendation from the Division Director  
89 for the Governmental Services Division for appointment to  
90 the PFSC.

- (3) The PFSC member and alternate representatives from the community-at-large shall:
- (A) Be an enrolled member of the Oneida Nation;
  - (B) Reside in Brown or Outagamie County;
  - (C) For one (1) member and one (1) alternate, be at least twenty-five (25) years of age, and for the other one (1) member and one (1) alternate, be an elder of fifty-five (55) years of age or older; and
  - (D) Pass a background check.

1-6. *Termination.* A PFSC member or alternate may have his or her appointment terminated in accordance with the Boards, Committees and Commissions law.

- (a) In addition to any of the causes for termination already identified within the laws and policies of the Nation, a violation of these bylaws shall be cause for the PFSC to make a recommendation to the Oneida Business Committee for the termination of a member's or alternate's appointment.

1-7. *Trainings and Conferences.* None required.

## Article II. Officers

2-1. *Officers.* The PFSC shall have two (2) Officers: Chairperson and Vice-Chairperson.

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

- (a) Call and preside over all meetings and hearings of the PFSC;
- (b) Along with the Oneida Business Committee Support Office, provide notice of regular meetings, emergency meetings and hearings of the PFSC;
- (c) Forward, or through a designee have forwarded, notice of meeting location, agenda, materials and minutes.
- (d) Along with the Oneida Business Committee Support Office, submit annual and semi-annual reports to the General Tribal Council and submit quarterly reports to the Oneida Business Committee in accordance with the Boards, Committees and Commissions law;
- (e) Attend or send a PFSC member designee to attend the Oneida Business Committee meeting in which the PFSC's quarterly report appears on the agenda;
- (f) Draft and sign recommendations of the PFSC;
- (g) Submit recommendations to the Oneida Business Committee Support Office for consideration by the Oneida Business Committee; and
- (h) Perform all other duties as assigned by the PFSC.

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

- (a) In the absence or incapacity of the PFSC Chairperson, the PFSC Vice-Chairperson shall perform the duties of the PFSC Chairperson.

- 137 2-4. *Selection of Officers.* The PFSC shall elect Officer positions at the first duly called PFSC  
138 meeting.
- 139 (a) The Officer positions shall be chosen by majority vote of the quorum of  
140 PFSC members in attendance at the meeting.
- 141 (b) The vote shall be made part of the PFSC record.  
142
- 143 2-5. *Budgetary Sign-Off Authority and Travel.* The PFSC shall follow the Nation's policies and  
144 procedures regarding purchasing and sign-off authority.
- 145 (a) The Oneida Business Committee Support Office shall have sign-off  
146 authority for the PFSC.
- 147 (b) The PFSC shall approve a member's or alternate's request to travel on  
148 behalf of the PFSC by majority vote of the quorum present at a regular or  
149 emergency meeting of the PFSC.  
150
- 151 2-6. *Personnel.* The PFSC shall not have authority to hire personnel for the benefit of the  
152 PFSC.
- 153 (a) The Oneida Business Committee Support Office shall assist the PFSC on  
154 behalf of the Tribal Secretary and in accordance with the Pardon and  
155 Forgiveness law with the following administrative duties:
- 156 (1) Keeping minutes of the PFSC meetings;
- 157 (2) Along with the Chairperson, providing notice of regular meetings,  
158 emergency meetings and hearings of the PFSC;
- 159 (3) Acting as custodian of the records;
- 160 (4) Attending to all correspondence and presenting to the PFSC all  
161 official communications received by the PFSC;
- 162 (5) Along with the Chairperson, submitting annual and semi-annual  
163 reports to the General Tribal Council and submitting quarterly  
164 reports to the Oneida Business Committee in accordance with the  
165 Boards, Committees and Commissions law; and
- 166 (6) Administering the PFSC budget.  
167

### 168 **Article III. Meetings**

- 169 3-1. *Regular Meetings.* Regular meetings shall occur on a quarterly basis. The regular meeting  
170 time, place, and agenda shall be determined by the PFSC at a regular  
171 meeting. If no alternate designation is made by the PFSC, the regular  
172 meetings shall be the third Thursday of the month each quarter.
- 173 (a) Notice of meeting location, agenda, materials and minutes shall be  
174 forwarded by the Chairperson or the Chairperson's designee.
- 175 (b) Meetings shall be run in accordance with Robert's Rules of Order or another  
176 method approved by the Oneida Business Committee.
- 177 (c) Meetings shall comply with the Open Records and Open Meetings law.  
178
- 179 3-2. *Emergency Meetings.* Emergency meetings shall only be called when time sensitive issues  
180 require immediate action.
- 181 (a) Emergency meetings of the PFSC may be called by the Chairperson or upon  
182 written request of any two (2) PFSC members.

- 183 (b) Notice of the meeting location, agenda and materials shall be forwarded by  
 184 the Chairperson or the Chairperson's designee.
- 185 (c) Within seventy-two (72) hours after an emergency meeting, the PFSC shall  
 186 provide the Nation's Secretary with notice of the meeting, the reason for the  
 187 emergency meeting, and an explanation of why the matter could not wait  
 188 for a regular meeting.  
 189
- 190 3-3. *Joint Meetings.* Joint meetings between the PFSC and the Oneida Business Committee  
 191 shall not be held.  
 192
- 193 3-4. *Hearings.* Hearings shall be held in accordance with the Pardon and Forgiveness law.  
 194
- 195 3-5. *Quorum.* A quorum shall consist of at least three (3) PFSC members or their alternates  
 196 and shall include the Chairperson or Vice-Chairperson.  
 197 (a) The alternate will assume the role of the member that he or she is replacing,  
 198 including the Chairperson and/or Vice-Chairperson.  
 199
- 200 3-6. *Order of Business.* The regular meetings of the PFSC shall follow the order of business as  
 201 set out herein:  
 202 (a) Call to Order  
 203 (b) Adopt the Agenda  
 204 (c) Approval of Previous Minutes  
 205 (d) Old Business  
 206 (e) New Business  
 207 (f) Executive Session  
 208 (g) Adjournment  
 209
- 210 3-7. *Voting.* Voting shall be in accordance with a simple a majority vote of the quorum  
 211 of PFSC members or alternates present at a duly called meeting or hearing.  
 212 (a) The Chairperson shall not be allowed to vote unless a tie needs to be broken.  
 213 (b) E-polls are permissible so long as conducted in accordance with the Boards,  
 214 Committees and Commissions law.  
 215 (1) The Vice-Chairperson shall serve as the Chairperson's designee for  
 216 the responsibility of conducting an e-poll in the Chairperson's  
 217 absence or discretion.  
 218

#### 219 **Article IV. Expectations**

- 220 4-1. *Behavior of Members.* PFSC members and alternates are expected to treat each other in  
 221 accordance with the Nation's core values of The Good Mind as expressed  
 222 by On<sup>h</sup>ayote'a'ka, which includes:  
 223 (a) Kahletsyal&sla. The heart felt encouragement of the best in each of us.  
 224 (b) Kanolukhwásla. Compassion, caring, identity, and joy of being.  
 225 (c) Ka'nikuhli'yó. The openness of the good spirit and mind.  
 226 (d) Ka'tshatstásla. The strength of belief and vision as a People.  
 227 (e) Kalihwi'yó. The use of the good words about ourselves, our Nation, and our  
 228 future.

(f) TwahwahtsílawayΛ. All of us are family.

(g) YukwatsístayΛ. Our fire, our spirit within each one of us.

(1) Failure to treat each other with respect shall be cause for a recommendation to the Oneida Business Committee for termination from the PFSC and/or the imposition of sanctions and/or penalties according to the laws of the Nation.

(2) Appointed members and alternates of the PFSC serve at the discretion of the Oneida Business Committee. Upon the recommendation of a member of the Oneida Business Committee or the PFSC, a member or alternate of the PFSC may have his or her appointment terminated by the Oneida Business Committee.

4-2. *Prohibition of Violence.* Intentionally violent acts committed by a member or alternate of the PFSC 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 PFSC and/or the imposition of sanctions and/or penalties according to laws and of the Nation.

4-3. *Drug and Alcohol Use.* Use of alcohol and illegal drugs by members or alternates of the PFSC when acting in their 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.* PFSC members and alternates shall abide by the Nation's Social Media Policy.

(a) PFSC members and alternates shall further refrain from posting, attaching or writing anything relating to PFSC business or activities on any social media outlet.

(b) Posting notices of meetings, public hearings, and/or cancellations on social media outlets is acceptable.

4-5. *Conflict of Interest.* PFSC members and alternates shall abide by all laws of the Nation governing conflicts of interest. PFSC members and alternates must submit a Conflict of Interest Disclosure form upon Oath of Office and annually.

## **Article V. Stipends and Compensation**

5-1. *Stipends.* Stipend eligibility shall be governed by the Boards, Committees and Commissions law; resolution BC-09-26-18-D titled Boards, Committees and Commissions Law Stipends; and as follows:

- (a) Community-at-large PFSC members and alternates shall be paid one (1) monthly meeting stipend.
- (b) Community-at-large PFSC members and alternates shall be paid a stipend for conducting an official hearing of the PFSC.
- (c) Member and alternate representatives from the Oneida Police Department and the Oneida Social Services Department shall not collect stipends despite their eligibility.

5-2. *Compensation.* PFSC members and alternates are not eligible for any other type of compensation for duties/activities they perform on behalf of the PFSC.

## **Article VI. Records and Reporting**

6-1. *Agenda Items.* Agendas shall be maintained in a format approved by the Oneida Business Committee Support Office.

6-2. *Minutes.* PFSC minutes shall be typed in a format approved by the Oneida Business Committee Support Office that generates the most informative record of the PFSC's meetings, including, but not limited to, a summary of action taken by the PFSC.

- (a) When minutes are not taken by the Oneida Business Committee Support Office, the PFSC shall submit minutes to the Oneida Business Committee Support Office within thirty (30) days of the PFSC's meeting.

6-3. *Attachments.* Handouts, attachments, memoranda, and the like shall be attached to the corresponding meeting minutes.

- (a) Agendas, minutes and attachments shall be kept electronically by the Oneida Business Committee Support Office.

6-4. *Oneida Business Committee Liaison.* The PFSC shall regularly communicate with the Oneida Business Committee member who is its designated liaison.

- (a) The frequency and method of communication shall be as agreed upon by the PFSC and the liaison.
- (b) The purpose of the liaison relationship is to uphold the ability of the liaison to act as a support to the PFSC.

6-5. *Audio Recordings.* All meetings and hearings of the PFSC shall be audio recorded by the Oneida Business Committee Support Office.

- (a) Audio recordings of the PFSC meetings shall be maintained by the Oneida Business Committee Support Office.
- (b) *Exception.* Audio recordings of executive session portions of a meeting or hearing shall not be required.

## **Article VII. Amendments**

7-1. *Amendments.* Upon written notice, the PFSC may, at a duly called meeting, amend these bylaws by a majority vote of the meeting quorum.

- 319 (a) Any amendments to these bylaws shall conform to the requirements of the  
320 Boards, Committees and Commissions law and any other policy of the  
321 Nation.  
322 (b) Amendments to these bylaws shall be approved by the Oneida Business  
323 Committee prior to implementation.  
324  
325  
326  
327  
328  
329

[ SIGNATURE BLOCK FOR APPROVAL OF PFSC AND OBC]

## PARDON AND FORGIVENESS SCREENING COMMITTEE BYLAWS

### Article I. Authority

1-1. *Name.* The name of this committee shall be the Pardon and Forgiveness Screening Committee, hereinafter referred to as "PFSC."

1-2. *Authority.* A PFSC was originally established in the Pardon and Forgiveness Law as adopted by Resolution BC-07-31-02-C.

1-3. *Office.* The official mailing address of the PFSC shall be:

Pardon and Forgiveness Screening Committee

P.O. Box 365

Oneida, WI 54155

1-4. *Membership.* The PFSC shall consist of five (5) enrolled Tribal members from three (3) representative areas who shall serve a term consistent with that of the Oneida Business Committee term of office.

(a) *How Chosen.* PFSC members shall be appointed by motion or resolution of the Oneida Business Committee. PFSC members shall include:

(1) A representative from the Oneida Police Department, recommended in writing by the Chief of Police, including two (2) alternates, submitted to the Tribal Secretary;

(2) A representative from the Oneida Social Services Department, recommended in writing by the Division Director for the Governmental Services Division, including two (2) alternates, submitted to the Tribal Secretary; and

(3) Three (3) representatives from the Oneida community-at-large, including three (3) alternates.

(A) At least one (1) community-at-large representative and one (1) alternate shall be an elder over the age of fifty-five (55).

(B) Preference for community-at-large representatives shall be given to Tribal members with a background in social services, probation/parole, law enforcement, legal services, public policy and similar fields.

(b) *Alternates.* If a PFSC member is absent or unable to participate in a meeting due to a conflict of interest, an alternate may serve in his or her place, provided that the alternate does not have a conflict of interest.

(c) *How Vacancies are Filled.* In case of a vacancy for any reason, including death, removal or resignation, the vacancy shall be filled in accordance with 1.4(a), for the remainder of the term.

(d) *Termination.* Termination of PFSC members' appointments shall be terminated in accordance with Section 6-5 of the Comprehensive Policy Governing Boards, Committees and Commissions.

(e) 2-5. *Resignations.* The resignation of a PFSC member is effective upon:

(1) Deliverance of a letter of resignation to the PFSC Chairperson, or designee, in accordance with Section 5-2(c)(1) of the Comprehensive Policy Governing Boards, Committees and Commissions; or

(2) In the event of a verbal resignation, the resignation is effective upon the PFSC's passage of a motion to accept such resignation, in accordance with Section 5-2(c)(2) of the Comprehensive Policy Governing Boards, Committees and Commissions.

1-5. *Purpose and Mission.* The purpose and mission of the PFSC is to provide a fair, efficient

and formal process for considering pardons and forgiveness.

## **Article II. Officers**

2-1. *Officers.* The PFSC shall have two (2) officers: Chairperson and Vice-Chairperson.

2-2. *Duties of the Chairperson.* The PFSC Chairperson shall:

- (a) Preside at all meetings of the PFSC;
- (b) Draft and sign recommendations of the PFSC;
- (c) Submit recommendations to the Tribal Secretary for consideration by the Oneida Business Committee;
- (d) Record meeting minutes in accordance with section 4-2 or delegate the responsibility; and
- (e) Other duties as assigned by the PFSC.

2-3. *Duties of the Vice-Chairperson.* In the absence or incapacity of the PFSC Chairperson, the PFSC Vice-Chairperson shall perform the duties of the PFSC Chairperson.

2-4. *How Chosen.* The PFSC shall elect officer positions at the first duly called PFSC meeting. The officer positions shall be chosen by majority vote of all PFSC members in attendance at the meeting. Said vote shall be made part of the PFSC record.

(a) *Length of Term.* The term of office for a PFSC officer shall coincide with his or her term on the PFSC.

(b) *Officer Vacancy.* In the event of a vacancy in an officer position, the PFSC shall vote to elect, for the remainder of the term, a new officer at a duly called PFSC meeting. The officer position shall be elected by majority vote of all present PFSC members.

2-5. *Tribal Secretary's Office.* The Tribal Secretary's Office shall assist the PFSC as set out in the Pardon and Forgiveness Law.

## **Article III. Meetings**

3-1. *Regular Meetings.* With the assistance of the Tribal Secretary, the PFSC shall schedule quarterly meetings.

(a) The meeting dates, time and location may change from time to time, as determined by the PFSC, with at least twenty-four (24) hour notice, but shall be within the Reservation boundaries unless notified to the PFSC membership prior to designating the meeting location.

(b) Notice of meeting location, agenda, and materials shall be forwarded by the Chairperson with the assistance of the Tribal Secretary's Office.

(c) PFSC Members may contact another member in any fashion to identify that they wish to be excused prior to the meeting. After a meeting, the Board may identify that a member may be excused from the prior meeting by majority vote. More than two (2) unexcused absences may result in termination.

3-2. *Special Meetings.* Special meetings of the PFSC may be called by a majority vote of the PFSC.

(a) Special meetings shall address a specific purpose(s) and convene at a time outside of the regularly scheduled quarterly meeting time.

(b) Special meetings shall require a written notice to each member of the PFSC at least twenty-four (24) hours prior to the meeting start time.

3-3. *Quorum.* A quorum shall consist of three (3) PFSC members or their alternates and shall include the Chairperson or Vice-Chairperson.

3-4. *Order of Business.* The agendas for the regular meetings of the PFSC shall contain the order of business as follows:

- (a) Call to Order and Approval of the Agenda
- (b) Current Business
- (c) Recess/Adjourn

3-5. *Voting.* Voting shall be in accordance with simple majority vote of the PFSC members present at a duly called meeting.

3-6. *Stipends.* The community-at-large PFSC members shall be paid a stipend for each meeting which has established a quorum in the amount specified according to the Comprehensive Policy Governing Boards, Committees and Commissions. One (1) stipend shall be paid for each quarterly meeting which consists of:

- (a) Pre-public hearing meeting to deliberate the files;
- (b) Public hearing; and
- (c) Post-public hearing meeting to make a decision/recommendation.

#### **Article IV. Reporting**

4-1. *Format.* Agenda items shall be in an identified format.

4-2. *Minutes.* Minutes shall be typed and in a consistent format designed to generate the most informative record of the PFSC meetings.

- (a) All minutes shall be submitted to the Tribal Secretary's Office within thirty (30) calendar days after approval by the PFSC.
- (b) Copies of the minutes shall be available for review and copy in accordance with the Open Records and Open Meetings Law.

4-3. *Backup.* Handouts, reports, memoranda and the like may be attached to the minutes and agenda, or may be kept separately, provided that all materials can be identified to the meeting in which they were presented.


4-4. *Reporting.* The PFSC shall not be subject to the quarterly reporting requirements to the Oneida Business Committee.

#### **Article V. Amendments**

5-1. *Amendments to Bylaws.* The PFSC may amend the Bylaws upon approval of the PFSC at a regularly scheduled meeting and with subsequent approval of the Oneida Business Committee.

PFSC Approval Date of July 1, 2014

Oneida Business Committee Approval Date of August 13, 2014.



Victoria Deer, Chairperson  
Pardon and Forgiveness Screening Committee



Lisa Summers, Tribal Secretary  
Oneida Business Committee



## Pardon and Forgiveness Screening Committee 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 (OBC) directive established by resolution BC-09-26-18-C that all Boards, Committees and Commissions of the Nation; excluding the OBC 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 <i>[see O.C. 105.10]</i> .		
Intent of the Bylaws	The bylaws provide a framework for the operation and management of the committee to govern the standard procedures regarding the way the committee conducts its affairs, including: the appointment of persons to the committee, 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.		
Purpose	The purpose and mission of the Pardon and Forgiveness Screening Committee (PFSC) is to provide a fair, efficient and formal process for considering pardons and forgiveness by processing applications, conducting hearings and interviewing applicants and making recommendations to the OBC to deny or approve pardon and forgiveness applications.		
Legislation Related to Boards, Committees and Commissions	Pardon and Forgiveness law, Boards, Committees and Commissions law, Code of Ethics law, Conflict of Interest law, Social Media Policy, Computer Resources Ordinance, Open Records Open Meetings Law Budget Management and Control law		
Enforcement/Due Process	The Boards, Committees and Commissions law provides the enforcement process for appointed members. Members of the PFSC serve at the discretion of the OBC. Upon the recommendation of a member of the OBC or by vote of the Committee, a member of the Committee may have his or her appointment terminated by the OBC. (a) A two-thirds majority vote of the OBC shall be required in order to terminate the appointment of an individual. (b) The OBC'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.		
Fiscal Impact	Fiscal Impact Statements are not required for bylaws.		

## SECTION 2. BACKGROUND

- A. The PFSC bylaw amendments were added to the active files list on October 3, 2018 with David P. Jordan as the sponsor.
- B. The PFSC was originally established in the Pardon and Forgiveness law as adopted by Resolution BC-07-31-02-C. Previous versions of this committee existed in conjunction with the Pardon Ordinance originally adopted by Resolution BC-2-19-93-J.
- C. The current PFSC bylaws were approved by the OBC on August 13, 2014.

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

- A. The bylaws comply the Boards, Committees and Commissions law.
- 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 previously adopted bylaws.

### A. ARTICLE I. AUTHORITY

- The purpose section was expanded to correspond with the duties listed in the Pardon and Forgiveness law *[see O.C. 126]* and *[see Article I. 1-3(a)]*. The PFSC does not have authority to enter into any contracts or create policy or legislative rules *[see Article I. 1-3(b)]*.
- The membership was changed from twelve (12) total members to eight (8) total members:
  - There were five (5) regular members and seven (7) alternates and there are now four (4) regular members and four (4) alternates.
  - There is one (1) less alternate from the Oneida Police Department.
  - There is one (1) less alternate from the Oneida Social Services Department.
  - Language was clarified that one (1) Community member must be an elder age fifty-five (55) or older along with one (1) alternate.
  - There is one (1) less regular member and one (1) less alternate from the Oneida Community and a minimum age of twenty-five (25) was added to the Community member position.
- A provision was removed that the alternate members serve when a regular member is unable to participate or has a conflict of interest *[see Article I. 1-4(b) of current bylaws]*.
- A provision related to the replacement term being through the unexpired term was removed *[see Article I. 1-4(d)(3)]*.
- A provision was added in accordance with the Boards, Committees and Commissions law that the Chairperson shall provide the OBC with a recommendation related to all applications for appointment prior to the executive session the appointment is made. *[see Article I. 1-5(c)(1)]*.
- The term expiration was amended to correspond with the date the successor is sworn in *[see Article I. 1-5(a)(1)(A)]*. The Business Committee Support Office was added as a receiving entity of a written resignation and the resignation is now effective when the written notice is received or by motion of the PFSC *[see Article I. 1-5(a)(1)(B)]*.
- Conference and training is not required *[see Article I. 1-7]*.

### B. ARTICLE II. OFFICERS

- 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 regarding committee action related to travel and authority to make

budgetary decisions. The Business Committee Support Office (BCSO) shall have sign off authority for the PFSC *[see Article II. 2-5]*.

- The recording of meeting minutes was removed from the chair position and placed with the BCSO staff *[see Article II. 2-6]*.
- The PFSC will not hire any personnel but will utilize the BCSO staff per the Pardon and Forgiveness law *[see Article II. 2-6]*.

#### C. ARTICLE III. MEETINGS

- A provision was added per the Boards, Committees and Commissions law that the PFSC will notify the Nation's Secretary with notice of the meeting, the reason for the emergency meeting, and an explanation of why the matter could not wait for a regular meeting *[see Article III. 3-2(b)]*.
- Special meetings were removed in accordance with the Boards, Committees and Commissions law *[see 105.10-3(c)]*. A provision was added that joint meetings with the OBC shall not be held *[see Article III. 3-3]*.
- A provision was added that an alternate will assume the position they are replacing including the role of Chairperson or Vice-Chairperson *[see Article III. 3-5]*.
- The order of business section has been expanded in accordance with the Boards, Committees and Commissions law *[see Article III. 3-6]*.

#### D. ARTICLE IV. EXPECTATIONS

This section is a new to these bylaws based on the requirements established in the Boards, Committees and Commissions law.

- Behavioral requirements were added to govern members during PFSC related activities *[see Article IV. 4-1]*. Enforcement of behavioral expectations include recommendation by the Committee for termination of appointment by the OBC or sanction or penalties in accordance with any laws of the Nation *[see Article IV. 4-1(g)(1)]*.
- Intentional acts of violence that inflicts, attempts to inflict or threatens to inflict emotional or bodily harm or damage to property are prohibited *[see Article IV. 4-2]*.
- Drug and alcohol use by a PSFC member when acting in an official capacity is prohibited *[see Article IV. 4-3]*.
- The PFSC shall comply with the Nation's Social Media Policy and shall refrain from posting any committee business on social media aside from notices of meetings, public hearing or meeting cancellations *[see Article IV. 4-4]*.
- The PFSC will be required to comply with the Nation's laws governing conflicts of interest *[see Article IV. 4-5]*. The PFSC bylaws do not include any additional information related to the mitigation of conflicts of interest which is optional under the Boards, Committees and Commissions law *[see 105.10-1(d)(c)]*.

#### E. ARTICLE V. STIPENDS AND COMPENSATION

- This section provides a list of eligible stipends members of the PFSC are eligible to receive, in addition to clarification that a full day of training is required to receive a training stipend. Clarification was added that PFSC members who are employees of the Nation are not eligible for a stipend *[see Article V. 5-2]*. This section complies with Resolution BC-09-26-18-D.
- Stipends for pre-public hearing meetings to deliberate files and post-public hearing meetings to make decisions / recommendations were removed *[see Article III. 3-6(a) and (c) of current bylaws]*.

## F. ARTICLE VI. RECORDS AND REPORTING

- Provisions added related to records and reporting in accordance with the Boards, Committees and Commissions law include:
  - A provision that the minutes will follow the format provided by the BCSO *[see Article VI. 6-2]*.
  - A provision that meeting minutes will be submitted to the BCSO within two business days of the meeting date *[see Article VI. 6-2(a)]*.
  - All attachments will be kept electronically by the BCSO *[see Article VI. 6-3]*.
  - Regular meetings with the OBC Liaison as agreed upon by the Committee and the liaison was added *[see Article VI. 6-4]*.
  - A requirement that all meetings are to be audio recorded. Executive session is not required to be recorded *[see Article VI. 6-5]*.

## G. ARTICLE VII. AMENDMENTS

- A provision was added requiring that amendments follow the Boards, Committees and Commissions law and any other policy of the Nation *[see Article VII. 7-1(c)]*

**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 PFSC specifically.

A. Pardon and Forgiveness *[see O.C. Chapter 126]*

- a. This law defines the duties and responsibilities of the PFSC, OBC, Oneida Nation Secretary's Office, and other persons involved in the granting or denial of pardons and forgiveness. The Pardon and Forgiveness Screening Committee is responsible to:
  - i. promulgate internal standard operating procedures necessary to govern its proceedings;
  - ii. review and process applications for a pardon or forgiveness in an orderly and expeditious manner;
  - iii. review an applicant's background investigation report received from the Oneida Human Resources Department;
  - iv. conduct and preside over hearings;
  - v. provide formal, written recommendations to the OBC to approve or deny a pardon or forgiveness application; and
  - vi. take other actions reasonably related to the purpose of the Committee.

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 PFSC is appointed by the OBC. The requirements for entity bylaws are contained in this law as well as a requirement that all existing entities of the Nation comply with the format detailed in the law and present the bylaws for adoption by the OBC within a reasonable timeframe. These PFSC bylaws comply with the Boards, Committees and Commissions law.

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

- 150 a. The PSFC members are required to abide by the Code of Ethics law and Article IV of the  
151 bylaws addresses the behavioral expectations of members some of which are covered in  
152 the Code of Ethics law. This law promotes the highest ethical conduct from elected and  
153 appointed government officials and expects that officials will demonstrate the highest  
154 standards of personal integrity, truthfulness, honesty, and fortitude in all public activities  
155 in order to inspire public confidence and trust in the governmental officials of the Oneida  
156 Nation. Government officials are also expected to adhere to the laws, customs, and  
157 traditions of the Nation.  
158
- 159 D. Conflict of Interest [see O.C. Chapter 217]  
160 This law applies to the PFSC and establishes specific limitations to which information or  
161 materials that are confidential or may be used by a competitor of the Nation's enterprises  
162 or interests may be used to protect the interests of the Nation. The Boards, Committees  
163 and Commissions law establishes that amended bylaws require members to disclose  
164 potential or real conflicts and gives entities the option to determine how the conflict will  
165 be mitigated [see O.C. Chapter 105] and [see Article IV. 4-5 of the bylaws]. These PFSC  
166 bylaws require compliance with the Nation's laws governing conflict of interest and require  
167 annual disclosure of conflicts of interest [see Article IV. 4-5].  
168
- 169 E. Social Media Policy [see O.C. Chapter 218]  
170 a. This law applies to the PSFC and regulates social media accounts including how content  
171 is managed and who has authority to post on social media on behalf of the Nation. Boards,  
172 Committees and Commissions must register social media accounts with the Nation's  
173 Secretary's Office to include specific information related to access to the account,  
174 acknowledgment and compliance with the Computer Resource Ordinance and this policy,  
175 use a Nation issued email address or ask for the Secretary to allow the entity to operate the  
176 account utilizing the current e-mail address, and ensure all content complies with all  
177 applicable laws of the Nation, state or federal laws.  
178 b. The bylaws prohibit members from posting, attaching or writing anything related to PFSC  
179 business or activities on any social media outlet. Posting notices of meetings, public  
180 hearings, and/or cancellations of meetings is acceptable [see Article IV. 4-4].  
181
- 182 F. Computer Resources Ordinance [see O.C. Chapter 215]  
183 a. PSFC members are considered users under this law and must comply with the established  
184 requirements to ensure appropriate use of the Nation's computer resources.  
185
- 186 G. Open Records and Open Meetings [see O.C. Chapter 107]  
187 a. PFSC hearings are open to the public. The Pardon and Forgiveness law requires that  
188 deliberation and recommendation meetings are held in executive session which is  
189 considered closed to the public [see O.C. 126.8-5].  
190
- 191 H. Budget Management and Control [see O.C. Chapter 121]  
192 a. The PFSC is considered a fund unit of the Nation under this law. Fund unit managers are  
193 required to develop, submit and maintain a triennial strategic plan for the fund unit's  
194 operations which aligns with the triennial strategic plan established by the OBC. The  
195 bylaws task the BCSO with the administration of the budget [see Article II. 2-6(a)(6)].  
196

Approve the travel report for Vice-Chairman Brandon Stevens, Councilman Kirby Metoxen, and Councilman

## Owens Business Committee Agenda Request

1. Meeting Date Requested: 2 / 27 / 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 Haaland/Davids Reception & Lobbying January 3rd-4th, 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:

Additional Requestor:

Additional Requestor:

# BUSINESS COMMITTEE TRAVEL REPORT



<b>Travel Report for:</b>	Kirby Metoxen Jenny Webster	Brandon Stevens
<b>Travel Event:</b>	<u>Haaland/Davids Reception &amp; Lobbying</u>	
<b>Travel Location:</b>	<u>Washington DC</u>	
<b>Departure Date:</b>	<u>01/03/2019</u> KM- \$1395.00 BS-\$1195.00 JW-\$1195.00	<b>Return Date:</b> <u>01/04/2019</u> KM-\$1071.65 BS-\$1,123.66(Est.) JW-\$958.06
<b>Projected Cost:</b>		<b>Actual Cost:</b>
<b>Date Travel was Approved by OBC:</b>	<u>12/12/2018</u>	

## Narrative/Background:

Councilman Kirby Metoxen, Vice-Chair Brandon Stevens and Councilwomen Jenny Webster attended the Haaland/David Reception who are the first Native American women elected to the United States congress.

Vice-Chairman Stevens, Councilman Metoxen, Councilwoman Webster and Devin Rhinerson met with staff from Senator Tammy Baldwin's office to discuss fee to trust, healthcare, and government shutdown issues.

## Fee to Trust:

The primary discussion with Baldwin Staff on this issue was regarding the use of covenants by the Village of Hobart to restrict future use of the land. The discussion focused on the fact that these deed restriction are not time-limited, and therefore hugely problematic. Baldwin's staff reports that the anti-tribal groups have not met with their office, though they admitted it would likely be futile for them to do so given the Senator's strong pro-tribal views on the issue.

## Healthcare:

We covered updates on both the 1915 and 1115 waivers at the meeting. On 1915, we underscored the timeliness of a renewal for our waiver, notwithstanding the transition in Administrations. Kathleen, Senator Baldwin's health staffer, offered to personally speak with the incoming secretary on the tribes behalf. that occurred on Tuesday, and i understand she received the message and will work to make sure this

gets done. On 1115, I reported that we remain optimistic that the new administration can and will allow Oneida and other tribes to define our own community engagement rules and certify compliance. We are to update staff as this continues to unfold.

**Shutdown:**

Councilwoman Webster led the discussion on the impacts of the Shutdown on the Nation. She informed the Senators office that as of this moment, the impact is low on the population, but devastating on the Tribal Government's finances. "this is not what we are supposed to save for," was the thrust of the argument. Furthermore, we went on to explain that if this goes on into next month, the Nation will no longer be able to cover routine expenses and the population level impact will really accelerate.

**Item(s) Requiring Attention:**

In a meeting with Morongo leadership it was stated they would like to see a side meeting at the NCAI-winter session with the four tribes connected with the ICWA case. We would like to have all four tribes to collaborate and review next steps moving forward.

**Requested Action:**

Motion to approve travel report for Haaland & David Reception and Lobbying January 3<sup>rd</sup>-4<sup>th</sup>, 2019.

**Oneida Business Committee Travel Request**

Approve the travel request - Councilman Ernie Stevens III - Midwest Tribal Energy Regional Association

**1. OBC Meeting Date Requested:** 2 / 27 / 19 ☐ e-poll requested**2. General Information:**Event Name: MTERA Regional Energy Workshop for Midwest TribesEvent Location: Milwaukee, WI Attendee(s): Ernest L. Stevens IIIDeparture Date: Apr 8, 2019 Attendee(s): Return Date: Apr 9, 2019 Attendee(s): **3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☐ Grant Funded or ReimbursedCost Estimate: \$350.00**4. Justification:**

Describe the justification of this Travel Request:

Councilman Ernest Stevens III is the Chair of the Community Development Planning Committee (CDPC) and has been actively involved in supporting the Nation's energy efforts.

"The U.S. Department of Energy's Office of Indian Energy is sponsoring a regional tribal energy workshop for Midwest tribes hosted by the Midwest Tribal Energy Regional Association (MTERA)....The workshop will include informational sessions on project development, tribal utility formation, strategic energy planning, and more; case studies from Midwest tribes who have successfully developed energy projects; networking opportunities; and a tour of the Forest County Potawatomi Community biodigester facility."

One session includes a case study of the Oneida Nation "From Identifying a Project to Project Deployment". Please see the attached for additional sessions.

**5. Submission**Sponsor: Ernest L. Stevens III, Councilmember

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org



# MTERA

MIDWEST TRIBAL ENERGY RESOURCES ASSOCIATION

## **Regional Energy Workshop For Midwest Tribes**

---

***April 8 - 9, 2019***

*Potawatomi Hotel & Casino  
1721 W. Canal Street  
Milwaukee, WI 53233*

***Bringing Midwest Tribes together to create a clean, secure,  
sustainable energy future for Tribes and our neighbors.***

# DAY 1: Monday, April 8, 2019

Time	Topic/Activity
8:00 AM - 9:00 AM	Breakfast & Networking
9:00 AM - 9:30 AM	Welcome Remarks, Forest County Potawatomi Community
9:30 AM - 9:45 AM	Attendee Introductions <ul style="list-style-type: none"> <li>Name, Tribe/Organization, Role</li> </ul>
9:45 AM - 10:00 AM	MTERA Overview
10:00 AM - 10:30 AM	Understanding the Tribal Energy Landscape <ul style="list-style-type: none"> <li>Industry Overview</li> <li>Usage, Rates, and Costs</li> <li>What are Tribes Doing?</li> <li>Future Trends</li> </ul>
10:30 AM - 11:00 AM	Break
11:00 AM - 12:00 PM	Federal Support for Tribes (Panel)
12:00 PM - 1:00 PM	Lunch & Networking
1:00 PM - 1:30 PM	Case Study: Oneida Nation <ul style="list-style-type: none"> <li>From Identifying a Project to Project Deployment</li> </ul>
1:30 PM - 2:30 PM	Powering Your Community with Tribal Energy <ul style="list-style-type: none"> <li>Why Do Energy Projects?</li> <li>How to Creatively Do Energy Projects</li> <li>What is the State of the Field?</li> </ul>
2:30 PM - 2:45 PM	Break
2:45 PM - 3:15 PM	Case Study: Fond du Lac Band of Lake Superior Chippewa <ul style="list-style-type: none"> <li>Project Development: Biomass</li> </ul>
3:15 PM - 4:00 PM	Building Momentum for Tribal Energy <ul style="list-style-type: none"> <li>Strategic Energy Planning</li> <li>Energy Goals, Barriers</li> <li>Work Session/Activity</li> </ul>

## DAY 2: Tuesday, April 9, 2019

Time	Topic/Activity
8:00 AM – 9:00 AM	Breakfast & Networking
9:00 AM – 9:30 AM	Collective Action in the Midwest <ul style="list-style-type: none"><li>• How MTERA Supports Tribes</li></ul>
9:30 AM – 10:00 AM	Working with Your Incumbent Utility
10:00 AM – 11:00 AM	Tour – FCPC Renewable Generation Biodigester Facility & Networking
11:00 AM – 12:00 PM	Lunch & Networking
12:00 PM – 1:00 PM	Enhancing Sovereignty through Tribal Utility Formation <ul style="list-style-type: none"><li>• Utilities 101</li><li>• How is Your Incumbent Utility Doing?</li><li>• Benefits of a Tribal Utility</li></ul>
1:00 PM – 1:30 PM	Case Study: Gila River Indian Community Utility Authority <ul style="list-style-type: none"><li>• Forming &amp; Managing a Tribal Utility</li></ul>
1:30 PM – 2:00 PM	Break
2:00 PM – 3:00 PM	Project Development <ul style="list-style-type: none"><li>• What Analysis Do You Need to Do to Start a Project?</li><li>• Evaluating Energy Alternatives</li><li>• Work Session/Activity</li></ul>
3:00 PM – 4:00 PM	Work Session – Individual Tribal Projects

APR  
08

## MTERA Regional Energy Workshop

by U.S. Department of Energy

Free

MTERA Regional En...  
Mon, Apr 8, 2019, 8:00...

Free



### Date And Time

Mon, Apr 8, 2019, 8:00 AM -  
Tue, Apr 9, 2019, 4:00 PM CDT

[Add to Calendar](#)



### Location

Potawatomi Hotel & Casino  
1721 West Canal Street  
Milwaukee, WI 53233

[View Map](#)



## Description

The U.S. Department of Energy's Office of Indian Energy is sponsoring a regional tribal energy workshop for Midwest tribes hosted by the Midwest Tribal Energy Regional Association (MTERA) April 8-9, 2019, in Milwaukee, Wisconsin. The workshop will include informational sessions on project development, tribal utility formation, strategic energy planning, and more; case studies from Midwest tribes who have successfully developed energy projects; networking opportunities; and a tour of the Forest County Potawatomi Community biodigester facility.

[Download the agenda for more information.](#)



## Tags

[Things To Do In Milwaukee, WI](#)[Class](#)[Government](#)

## Share With Friends

## Date And Time

Mon, Apr 8, 2019, 8:00 AM –

Tue, Apr 9, 2019, 4:00 PM CDT

[Add to Calendar](#)

## Location

Potawatomi Hotel & Casino

1721 West Canal Street

Milwaukee, WI 53233

[View Map](#)

**Oneida Business Committee Travel Request**

Approve the travel request - Treasurer Trish King - 21st National Intertribal Tax Alliance Conference -

**1. OBC Meeting Date Requested:** 02 / 27 / 19 ☐ e-poll requested**2. General Information:**Event Name: 21st National Intertribal Tax Alliance ConferenceEvent Location: Santa Fe, New MexicoAttendee(s): Trish KingDeparture Date: Aug 13, 2019Attendee(s): Return Date: Aug 16, 2019Attendee(s): **3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☐ Grant Funded or ReimbursedCost Estimate: \$2,500**4. Justification:**

Describe the justification of this Travel Request:

Justification: To keep abreast of current National tax legislation: NITA's annual conference. NITA's objectives are: To provide educational support and disseminate information on federal, state, local and tribal tax issues to tribes and their tax, finance and legal departments;

- To sponsor and hold annual conferences that inform tribal leaders and their tax representatives about on-going and current activities in the area of tribal taxation;
- To promote the development and implementation of tribal laws, procedures and administration authorizing and supporting the imposition of taxes by Indian tribal governments;
- To assist tribes in exercising their inherent power to levy, impose, collect and utilize tribal tax revenues;
- To provide a general forum for tribes to discuss matters of common interest with respect to tribal tax issues

**5. Submission**Sponsor: Trish King, Treasurer

- 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**

Enter the e-poll results into the record for the approved travel request for Chairman Tehassi Hill to attend

**1. Meeting Date Requested:** 02 / 27 / 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:

Enter the e-poll results into the record for the approved the travel request for Chairman Tehassi Hill to attend the Opioid Litigation Briefing in Atlanta, GA – February 14-15, 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: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Requestor: Tehassi Hill, Chairman  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

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**From:** TribalSecretary  
**Sent:** Friday, February 08, 2019 2:11 PM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** BC\_Agenda\_Requests; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve the travel request - Chairman Tehassi Hill - Opioid Litigation Briefing - Atlanta, GA - February 14-15, 2019  
**Attachments:** BCTR Approve the travel request - TH - Opioid Litigation Briefing - Atlanta GA - Feb 14-15, 2019.pdf  
**Importance:** High

The e-poll to approve the travel request for Chairman Tehassi Hill to attend the Opioid Litigation Briefing in Atlanta, GA – February 14-15, 2019, **has been approved**. As of the deadline, below are the results:

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

Lisa Liggins  
 Information Management Specialist  
 Business Committee Support Office (BCSO)



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

PO Box 365  
 Oneida, WI 54155-0365  
 Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Wednesday, February 06, 2019 2:04 PM  
**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ernest L. Stevens <esteven4@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa M. Summers <lsummer2@oneidanation.org>; Patricia M. King <tking@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>  
**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Brian A. Doxtator

<bdoxtat2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Chris J. Cornelius <ccorne10@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. Laitinen-Warren <LLAITINE@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Rosa J. Laster <rlaster@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve the travel request - Chairman Tehassi Hill - Opioid Litigation Briefing - Atlanta, GA - February 14-15, 2019

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Chairman Hill has been requested to attend a briefing, where he will be updated on the status and strategy of Carlyle Consulting's litigation efforts. This briefing will occur on Feb. 14, at 1:00 p.m. in Atlanta, GA. Travel expenses will be taken care of by Carlyle Consulting.

#### **Requested Action:**

Approve the travel request for Chairman Tehassi Hill to attend the Opioid Litigation Briefing in Atlanta, GA – February 14-15, 2019

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., Thursday, February 7, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

**Oneida Business Committee Travel Request**

**1. OBC Meeting Date Requested:**        /    /           ☒ e-poll requested

**2. General Information:**

Event Name: \_\_\_\_\_ Opioid Litigation Briefing \_\_\_\_\_

Event Location: \_\_\_\_\_ Atlanta, GA \_\_\_\_\_ Attendee(s):

Departure Date:  Attendee(s):

Return Date:  Attendee(s):

**3. Budget Information:**

- ☐ Funds available in individual travel budget(s)  
☐ Unbudgeted  
☐ Grant Funded or Reimbursed

Cost Estimate: \_\_\_\_\_ 0 - paid by Carlyle Consulting \_\_\_\_\_

**4. Justification:**

Describe the justification of this Travel Request:

E-poll Justification: Tribal Leadership has been requested to attend a briefing provided by Carlyle Consulting, where an update on the status and strategy of the opioid litigation efforts will be provided.

Travel expenses will be paid for by Carlyle Consulting.

Requested Action:

Approve the travel request for Chairman Hill to attend the Opioid Litigation Update in Atlanta, GA – Feb. 13, 2019

**5. Submission**

Sponsor:

- 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



**CARLYLE CONSULTING**  
911 Crescent Drive  
Alexandria, VA 22302  
(703) 980-4595

February 5, 2019

Chairman Tehassi Hill  
Oneida Nation of Wisconsin  
PO Box 365  
N7210 Seminary Road  
Oneida, Wisconsin 54155

Dear Chairman Hill,

I hope this letter finds you well. I would like to take this opportunity to invite you to a briefing on an issue that occupies our minds daily. It is the opioid crisis that has been visited upon the Oneida Nation tribal members and also far too many of our other native brothers and sisters.

Therefore, this update on the status and strategy of our opioid litigation effort will occur on February 14th, 2019 from 1:00 PM EST to 4:00 PM EST at the Marriott Hotel at the Atlanta airport in Atlanta, Georgia. Please know that your travel expenses will be addressed by us.

As the Chairman of one of the most respected tribal governments in the nation your attendance would not only be very much appreciated but it also would provide a very positive leadership contribution on this critical national issue.

Sincerely,

Tom Rodgers

**Oneida Business Committee Agenda Request**

Enter the e-poll results into the record for the approved travel request for Secretary Lisa Summers to a

**1. Meeting Date Requested:** 02 / 27 / 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:

Enter the e-poll results into the record for the approved travel request for Secretary Lisa Summers to attend the WIEA Legislative Breakfast Meeting in Madison WI - February 19-20, 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: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Requestor: Lisa Summers, Secretary  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

---

**From:** TribalSecretary  
**Sent:** Wednesday, February 20, 2019 8:25 AM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** TribalSecretary; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve the travel request for Secretary Lisa Summers to attend the Wisconsin Indian Education Association (WIEA) Legislative Breakfast meeting in Madison, WI - February 19-20, 2019  
**Attachments:** BCTR Approve the travel request - LS - WIEA Legislative Breakfast Meeting - Madison, WI - Feb. 19-20, 2019.pdf  
**Importance:** High

The e-poll to approve the travel request for Secretary Lisa Summers to attend the Wisconsin Indian Education Association (WIEA) Legislative Breakfast meeting in Madison, WI - February 19-20, 2019, **has been approved**. As of the deadline, below are the results:

Support: David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster;

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Monday, February 18, 2019 11:54 AM  
**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ernest L. Stevens <esteven4@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa M. Summers <lsummer2@oneidanation.org>; Patricia M. King <tking@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Brian A. Doxtator <bdoxtat2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Chris J. Cornelius <ccorne10@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. Laitinen-Warren <LLAITINE@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Rosa J. Laster <rlaster@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve the travel request for Secretary Lisa Summers to attend the Wisconsin Indian Education Association (WIEA) Legislative Breakfast meeting in Madison, WI - February 19-20, 2019

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

On Friday, February 15th, 2019, Secretary Lisa Summers and Gary Besaw received a request to attend the Wisconsin Indian Education Association (WIEA) "Legislative" Meeting in Madison on Wednesday, February 20th, 2019 at 8:00 a.m. Lisa and Gary are requested to cover the Special Committee on State/Tribal Relations efforts to effectuate change to Act 31.

An e-poll is requested as this request is time sensitive and cannot wait until the next regular BC meeting.

#### **Requested Action:**

Approve the travel request for Secretary Lisa Summers to attend the Wisconsin Indian Education Association (WIEA) Legislative Breakfast meeting in Madison, WI - February 19-20, 2019

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., TUESDAY, February 19, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



A good mind. A good heart. A strong fire.  
PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

**Oneida Business Committee Travel Request**

**1. OBC Meeting Date Requested:**   2   /  27  /  19  ☒ e-poll requested

**2. General Information:**

Event Name: WIEA (WI Indian Education Association) Legislative Breakfast Meeting

Event Location: Madison, WI Attendee(s): Lisa Summers

Departure Date: Feb 19, 2019 Attendee(s):

Return Date: Feb 20, 2019 Attendee(s):

**3. Budget Information:**

☒ Funds available in individual travel budget(s)

☐ Unbudgeted

☐ Grant Funded or Reimbursed

Cost Estimate: 672.29 est.

**4. Justification:**

Describe the justification of this Travel Request:

On Friday, February 15th, 2019, Secretary Lisa Summers and Gary Besaw received a request to attend the Wisconsin Indian Education Association (WIEA) "Legislative" Meeting in Madison on Wednesday, February 20th, 2019 at 8:00 a.m. Lisa and Gary are requested to cover the Special Committee on State/Tribal Relations efforts to effectuate change to Act 31.

BC support is also requested for Tana Aguirre, of Intergovernmental Affairs and Communication, to accompany Lisa at this event.

Participating at these forums allows the Oneida Nation to continue its effort to advance policy items to ensure the sovereignty of our Nation is not diminished, but enhanced.

**5. Submission**

Sponsor: Lisa Summers, Secretary

- 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



## LEGISLATIVE Breakfast Meeting

Best Western Premier Park Hotel, 22 S. Carroll St. Madison

**February 20, 2019**

**8:00-AM -10:00 AM**

8:00 A.M.

Welcome/Moment of Silence/Invocation (Prayer)

Brief Overview of WIEA

Introductions

Update from Department of Public Instruction State Superintendent Carolyn Stanford Taylor

9:00

- Indian Education Act 31 Legislative Initiatives: "Gary Besaw and Lisa Summers, Members of State Tribal Relations Committee"
- AMERICAN INDIAN ENGAGEMENT FOR THE NEW MUSEUM  
Rebecca Comfort
- NIEA update- Brian Jackson
- Ancestral Women's Initiative Professor Carol Amour

10:00

***W.I.E.A.*** Board thanks' you for attending☺

***The Association plans to continue reaching out to legislators, agencies and individuals interested in the advancement and education of Indian People.***

Mission Statement

"To promote educational opportunities for Indian people in Wisconsin through a unified effort of Indian and non-Indian members interested in the social and economic advancement of Indian people"

WIEA Established in 1985

**Oneida Business Committee Agenda Request**

Enter the e-poll results into the record for the approved travel request for Councilman Kirby Metoxen to

**1. Meeting Date Requested:** 02 / 27 / 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:

Enter the e-poll results into the record for the approved travel request for Councilman Kirby Metoxen to attend the NATOW 2020-2021 Strategic and 2019 Conference Planning in Danbury, WI - February 19-21, 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: Submitted by: Lisa Liggins, Info. Mgmt. Spec./BC Support Office  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Requestor: Lisa Summers, Secretary  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

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**From:** TribalSecretary  
**Sent:** Wednesday, February 13, 2019 2:45 PM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** TribalSecretary; Debbie J. Melchert; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve the travel request - Councilman Kirby Metoxen - NATOW 2020-2021 Strategic and 2019 Conference Planning - Danbury, WI - February 19-21, 2019  
**Attachments:** BCTR Approve the travel request - KM - NATOW 2020-2021 Strategic and 2019 Conference Planning - Danbury, WI - Feb 19-21, 2019.pdf  
**Importance:** High

### E-POLL RESULTS

The e-poll to approve the travel request for Councilman Kirby Metoxen to attend the NATOW 2020-2021 Strategic and 2019 Conference Planning in Danbury, WI - February 19-21, 2019, **has been approved**. As of the deadline, below are the results:

Support: David P. Jordan, Trish King, Brandon Stevens, Ernie Stevens III, Lisa Summers, Jennifer Webster

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Monday, February 11, 2019 10:19 AM  
**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Daniel P. Guzman <dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ernest L. Stevens <esteven4@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen

<KMETOX@oneidanation.org>; Lisa M. Summers <lsummer2@oneidanation.org>; Patricia M. King <tking@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Brian A. Doxtator <bdoxtat2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Chris J. Cornelius <ccorne10@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. Laitinen-Warren <LLAITINE@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Rosa J. Laster <rlaster@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve the travel request - Councilman Kirby Metoxen - NATOW 2020-2021 Strategic and 2019 Conference Planning - Danbury, WI - February 19-21, 2019

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Councilman Kirby Metoxen is the representative and board member of the NATOW (Native American Tourism of Wisconsin) board. NATOW will be Conference Planning for 2019 on February 19, 2019 and Strategic Planning for fiscal year 2020-2021 on February 20th, 2019. The NATOW organization is covering the cost for hotel and mileage.

This travel request was submitted to the 1<sup>st</sup> regular meeting of February 2019. Due to the limited agenda for this meeting, the Secretary has requested an e-poll to address this travel request instead.

#### **Requested Action:**

Approve the travel request for Councilman Kirby Metoxen to attend the NATOW 2020-2021 Strategic and 2019 Conference Planning in Danbury, WI - February 19-21, 2019

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., Tuesday, February 12, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

**Oneida Business Committee Travel Request****1. OBC Meeting Date Requested:**      \_\_\_\_\_☒ e-poll requested**2. General Information:**Event Name: NATOW Strategic Planning for 2020 2021 & 2019 Conference PlanningEvent Location: Danbury, WIAttendee(s): Kirby MetoxenDeparture Date: Feb 19, 2019

Attendee(s): \_\_\_\_\_

Return Date: Feb 21, 2019

Attendee(s): \_\_\_\_\_

**3. Budget Information:**☐ Funds available in individual travel budget(s)☐ Unbudgeted☒ Grant Funded or ReimbursedCost Estimate: \$0.00 (NATOW Covering Cost)**4. Justification:**

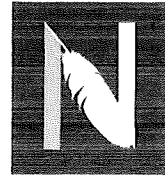
Describe the justification of this Travel Request:

Councilman Kirby Metoxen is the representative and board member of the NATOW (Native American Tourism of Wisconsin) board. NATOW will be Conference Planning for 2019 on February 19, 2019 and Strategic Planning for fiscal year 2020-2021 on February 20th, 2019. The NATOW organization is covering the cost for hotel and mileage.

**5. Submission**Sponsor: Kirby Metoxen, Councilmember

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

NATIVE AMERICAN TOURISM OF WISCONSIN



**NATOW**

## **2019 NATOW Conference Planning**

Wednesday, February 19, 2019

2:00pm-4:00pm

St. Croix – Danbury - Casino Hotel

30222 State Road 35 77, Danbury, WI 54830

stcroix-casinos.com (800) 238-8946

### **AGENDA**

(subject to changes, times remain the same)

1. Introductions –
2. Review conference planning document – All (45 min)
3. Identify conference topics – All (30 min)
4. Budget & Fundraising – (30 min)
5. MISC – (45 min)
6. NEXT MEETING: TBD in January 2019
7. Adjourn

NATIVE AMERICAN TOURISM OF WISCONSIN

**NATOW****Strategic Planning for Fiscal Year 2020 – 2021****Wednesday, February 20, 2019****St. Croix – Danbury - Casino Hotel****30222 State Road 35 77, Danbury, WI 54830****stcroix-casinos.com (800) 238-8946****AGENDA****(subject to changes, times remain the same)**

- 8:30 Light Breakfast
- 9:00 Meeting begins  
Conference Call United States: (605) 475-4047  
Access Code: 957831 Pin: 3684  
Welcome from Host Tribe & Introductions
- 9:10 Ground Rules
- 9:15 Review results from previous session
- 10:30 Break
- 10:45 Strategic Planning Session w/ focus on FY'20 – 21 strategic plan
- 12:00 pm Lunch –
- 1:00 (cont.) Strategic Planning Session w/ focus on FY'20 -21 strategic plan
- 3:00 Board Roles and Responsibilities
- 4:00 Adjourn

***The mission of NATOW is to promote the development of Native American tourism for the benefit of the Wisconsin Tribes and their surrounding communities, recognizing the unique contributions and significant impact Tribes have on Wisconsin tourism industry.***

Set the date for the **Onida Business Committee Agenda Request****1. Meeting Date Requested:** 02 / 27 / 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 Member

Additional Requestor:

Additional Requestor:

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

Approve the 2019 Special Election date.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

# MEMORANDUM

**To:** Business Committee

**From:** Vicki Cornelius, Election Board Chairperson *VC*

**Date:** January 29, 2019

**Subject:** Recommended Date for 2019 Special Election

The Oneida Election Law 2.9-1 states: *Special Elections shall be set in accordance With 2.12-6; whereas, 2.12-6 states: Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.*

On behalf of the Election Board, the recommended date for the 2019 Special Election is July 20, 2019.

Yaw^ko.

Approve the Deputy Oneida Business Committee Agenda Request the Brown County Sheriff

1. Meeting Date Requested: 02 / 27 / 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 Deputization Agreement Between the Oneida Nation and the Brown County Sheriff

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:

Adopt the Brown County Sheriff's Deputization Agreement of Oneida Police Officers. This agreement was previously approved by the Oneida Business Committee and is updated to reflect the new Brown County Sheriff.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

**DEPUTIZATION AGREEMENT  
BETWEEN THE  
ONEIDA NATION  
AND THE  
BROWN COUNTY SHERIFF**

THIS AGREEMENT, by and between the ONEIDA NATION (the "Tribe"), a federally recognized and treaty Tribe, and the BROWN COUNTY SHERIFF (the "Sheriff") (collectively, the "parties"), the duly elected chief law enforcement officer of BROWN COUNTY, a municipal government organized under the laws of the State of Wisconsin,

**WITNESSETH:**

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

**WHEREAS,** the Tribe and the Sheriff desire to promote cooperation and coordination in the provision of law enforcement services to constituents; and

**WHEREAS,** the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, and encompasses approximately 65,400 acres; and

**WHEREAS,** the boundaries of the Oneida Reservation and the boundaries of the County overlap, and a portion of the Oneida Reservation lies within the County; and

**WHEREAS,** the Tribe has established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

**WHEREAS,** the Oneida Police Department and the Sheriff work collaboratively to prevent and deter the commission of criminal offenses, and to promote effective law enforcement for the benefit of the entire community; and

**WHEREAS,** the General Tribal Council of the Tribe is authorized to enter into this Agreement pursuant to Article IV, Section 1(a) of the Tribe's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

**WHEREAS,** the Sheriff is authorized to enter into this Agreement pursuant to sections 59.26(5), 59.28(1) and (2), and 66.0301(1) and (2) of the Wisconsin Statutes; and

**WHEREAS,** it is mutually beneficial for the parties to put their understandings in writing;

The Tribe and the Sheriff hereby agree to the following terms and conditions:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon signature by a duly authorized representative of the Tribe and the Sheriff, shall remain in effect through the Sheriff's term of office, and shall automatically renew upon re-election of the Sheriff and be effective through each successive term of office of the Sheriff.
2. **SCOPE OF DEPUTIZATION.** The Sheriff may deputize any or all of the Oneida Police Department Officers, consistent with Wisconsin Law and the provisions set forth below. Each such deputized Oneida Police Department Officer shall be deputized while working within the boundaries of Brown County, and shall, pursuant to and within the scope of such deputization, be authorized to effectuate the arrest of all persons and to issue civil infraction notices or citations to all persons under Wisconsin Law.
3. **OPERATIONAL PLANS AND PROTOCOLS.** The Chief of the Oneida Police Department and the Sheriff may jointly promulgate operational plans or protocols in order to implement and effectuate the intent and purposes of this Agreement. The provisions of any such operational plans or protocols shall be consistent with the provisions of this Agreement.
4. **SUPERVISION AND COMPENSATION.** Oneida Police Department Officers deputized pursuant to this Agreement shall remain employees of the Tribe and shall remain under the control and supervision of the Tribe and the Oneida Police Department. Oneida Police Department Officers deputized pursuant to this Agreement are not employees of Brown County. The Tribe shall remain responsible for its employees' salaries, insurance, and civil liability. Each deputized Oneida Police Department Officer shall be deemed to be performing regular duties for the Oneida Police Department while performing services for the County pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Sheriff's deputies while off-duty.
5. **COSTS.** The Tribe shall assume responsibility for all costs incurred by Oneida Police Department Officers under this Agreement. The Sheriff shall assume responsibility for all costs incurred by Officers of the Sheriff's Department under this Agreement.
6. **IMMUNITIES.** All immunities from liability, and exemptions from laws, ordinances, and regulations, which deputized Oneida Police Department Officers possess in their own jurisdiction shall be effective in the county's jurisdiction in which the Oneida Police Department Officers are providing assistance, unless otherwise prohibited by law: The provisions of 25 U.S.C. § 5321(d) and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
7. **HOLD HARMLESS.** The Tribe shall protect and defend, and indemnify and hold harmless the County, the Sheriff, the Brown County Sheriff's Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of deputized Oneida Police Department Officers. The Sheriff shall protect and defend, and indemnify and hold harmless the

Tribe, the Chief, the Oneida Police Department, and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of officers of the Sheriff's Department. The Tribe and the Sheriff shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall the Tribe or the County be liable for acts or omissions of the officers or employees of the other party.

8. **SUSPENSION.** If any provision of this Agreement is violated by the Sheriff, his officers, agents, or employees, the Tribe may immediately suspend or terminate this Agreement upon written notice to the Sheriff. A suspension shall continue until the Tribe is satisfied that the violation has been corrected and will not recur. If any provision of this agreement is violated by the Tribe, its officers, agents, or employees, the Sheriff may immediately suspend or terminate this Agreement, or immediately suspend or terminate the deputization of such person or persons upon written notice to the Tribe. A suspension shall continue until the Sheriff is satisfied that the violation has been corrected and will not recur. Either party may exercise whatever powers it may have to suspend or terminate the deputization of an officer, agent, or employee without suspending or terminating this Agreement.
9. **AMENDMENT.** The parties may from time to time amend the provisions of this agreement as may be deemed necessary or appropriate. Either party may request amendment of this Agreement, and it shall be incumbent upon the other party to consider and discuss such amendment with the requesting party in good faith. No provision of this Agreement may be changed, amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by a duly authorized representative of the Tribe and the Sheriff. This agreement shall supersede all prior agreements between the parties.
10. **REVOCATION.** This Agreement maybe revoked or terminated at any time by the Tribe or the County upon delivery of written notice to the other party.
11. **SEVERABILITY.** In the event that any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it is the intent of the parties that the remaining sections or provisions, and any amendments thereto, shall continue in full force and effect.
12. **NOTICE.** Every notice which one party may be required or permitted to serve to the other party under this Agreement shall be in writing and shall be personally delivered or sent by first-class, certified or registered United States mail, postage pre-paid, return receipt requested, to the other party at its address listed below or such other address as the party may hereafter by written notice inform the other party.

Notices to the Tribe shall be sent to:  
Eric Boulanger, Chief of Police  
Oneida Police Department  
PO Box 365  
2783 Freedom Road

Oneida, Wisconsin 54155

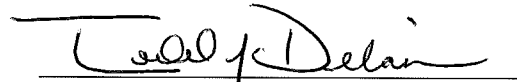
Notices to the Sheriff shall be sent to:  
Todd Delain, Brown County Sheriff  
2684 Development Drive  
Green Bay WI 54311

Every notice shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever is sooner, except that any notice of change of address shall be effective only upon receipt by the party to whom such notice is addressed.

13. SAVINGS CLAUSE Nothing in this Agreement shall be construed to cede any jurisdiction of either party, waive any immunities, modify the requirements for arrest or search and seizure, accomplish any act in violation of state, tribal or federal law, or subject the parties to any liability to which they would not otherwise be subject by law.
14. INTEGRATION. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

\_\_\_\_\_  
Tehassi Hill, Chairman  
Oneida Business Committee

\_\_\_\_\_  
  
Todd Delain  
Brown County Sheriff

Date: \_\_\_\_\_

Date: 2-12-19

**ONEIDA LAW OFFICE*****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT***

TO: Eric Boulanger, Chief  
Police Department-Non Emergency

*Use this number on future correspondence:*

**2018-0071**

FROM: Kelly M. McAndrews, Senior Staff Attorney

Kelly M. McAndrews  
Digitally signed by Kelly M. McAndrews  
Date: 2019.02.11 14:13:03 -06'00'

DATE: February 11, 2019

RE: Brown County-Deputization Agreement

Purchasing Department Use

\_\_\_\_\_  
N/A  
\_\_\_\_\_

---

*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, because this is an intergovernmental agreement.

Approve the Deputization Agreement Between the Oneida Nation and the Outagamie County Sheriff

1. Meeting Date Requested: 02 / 27 / 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 Deputization Agreement Between the Oneida Nation and the Outagamie County Sheriff

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:

Adopt the Outagamie County Sheriff's Deputization Agreement of Oneida Police Officers. This agreement was previously approved by the Oneida Business Committee and is updated to reflect the new Outagamie County Sheriff.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Eric Boulanger  
Police Department-Non Emergency

Use this number on future correspondence:

FROM: Kelly M. McAndrews, Senior Staff Attorney

**2019-0140**

Kelly M. McAndrews

Digitally signed by Kelly M. McAndrews  
Date: 2019.02.04 13:36:13 -06'00'

DATE: February 4, 2019

RE: Outagamie County Sheriff-Deputization Agreement

N/A Purchasing Department Use

(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, because this is an intergovernmental agreement.
  - Note: aside from an updated statutory citation and contact information, all other portions of this Agreement are the same as previous agreements.
  - The waiver of immunity/ insurance requirements referenced in the agreement are recognized in BC resolution #09-03-08-A.

**DEPUTIZATION AGREEMENT  
BETWEEN THE  
ONEIDA NATION  
AND THE  
OUTAGAMIE COUNTY SHERIFF**

THIS AGREEMENT, by and between the ONEIDA NATION (the "Tribe"), a federally recognized and treaty Tribe, and the OUTAGAMIE COUNTY SHERIFF (the "Sheriff") (collectively, the "parties"), the duly elected chief law enforcement officer of OUTAGAMIE COUNTY, a municipal government organized under the laws of the State of Wisconsin,

**WITNESSETH:**

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

**WHEREAS,** the Tribe and the Sheriff desire to promote cooperation and coordination in the provision of law enforcement services to constituents; and

**WHEREAS,** the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, and encompasses approximately 65,400 acres; and

**WHEREAS,** the boundaries of the Oneida Reservation and the boundaries of the County overlap, and a portion of the Oneida Reservation lies within the County; and

**WHEREAS,** the Tribe has established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

**WHEREAS,** the Oneida Police Department and the Sheriff work collaboratively to prevent and deter the commission of criminal offenses, and to promote effective law enforcement for the benefit of the entire community; and

**WHEREAS,** the General Tribal Council of the Tribe is authorized to enter into this Agreement pursuant to Article IV, Section 1(a) of the Tribe's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

**WHEREAS,** the Sheriff is authorized to enter into this Agreement pursuant to sections 59.26(5), 59.28(1) and (2), and 66.0301(1) and (2) of the Wisconsin Statutes; and

**WHEREAS,** it is mutually beneficial for the parties to put their understandings in writing;

The Tribe and the Sheriff hereby agree to the following terms and conditions:

1. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon signature by a duly authorized representative of the Tribe and the Sheriff, shall remain in effect through the Sheriff's term of office, and shall automatically renew upon re-election of the Sheriff and be effective through each successive term of office of the Sheriff.
2. **COMPLIANCE WITH Wis. Stat. s. 165.92(3M).** The Tribe and the Sheriff recognize that Wis. Stat. s. 165.92(2) authorizes tribal law enforcement officers to exercise the same powers to enforce the laws of the state and to make arrests for violations of such laws as sheriffs have, and that Wis. Stat. s. 165.92(3m) requires the Tribe to either pass a resolution waiving its right to sovereign immunity to the extent necessary to allow the enforcement in the courts of this state of its liability or to maintain an insurance policy covering any liabilities that may arise from the acts or omissions of its tribal law enforcement officers before its officers can exercise such powers. . This agreement is contingent on the Tribe's ongoing compliance with the provisions of Wis. Stat. s. 165.92(3m), or any statutory successor should the current statute be revised, renumbered or relocated within Wisconsin's statutory code.
3. **SCOPE OF DEPUTIZATION.** The Sheriff may deputize any or all of the Oneida Police Department Officers, consistent with Wisconsin Law and the provisions set forth below. Each such deputized Oneida Police Department Officer shall be deputized while working within the portion of Outagamie County which lies within the Oneida Reservation Pursuant to and within the scope of such deputization, each deputized Oneida Police Department Officer shall be authorized to effectuate the arrest of all persons and to issue civil infraction notices or citations to all persons under Wisconsin Law and Outagamie County Ordinances within the portion of Outagamie County which lies within the Oneida Reservation. The parties further acknowledge the responsibilities both the Tribe and the Sheriff have to the citizens of Outagamie County. The parties therefore agree that the Sheriff's Department shall have primary investigative and law enforcement responsibility for criminal activity, civil infractions, or other incidents occurring on property within the Reservation not held in trust by the United States for the benefit of the Tribe or a tribal member, owned in fee by the Tribe or a tribal entity, or owned in fee by a Tribal member. The parties further agree that the Oneida Police Department shall have primary investigative or law enforcement responsibility for criminal activity, civil infractions, or other incidents occurring on property within the Reservation held in trust by the United States for the benefit of the Tribe or a tribal member, owned in fee by the Tribe or a tribal entity, or owned in fee by a Tribal member.
4. **OPERATIONAL PLANS AND PROTOCOLS.** The Chief of the Oneida Police Department and the Sheriff may jointly promulgate operational plans or protocols in order to implement and effectuate the intent and purposes of this Agreement. The provisions of any such operational plans or protocols shall be consistent with the provisions of this Agreement.

5. **SUPERVISION AND COMPENSATION.** Oneida Police Department Officers deputized pursuant to this Agreement shall remain employees of the Tribe and shall remain under the control and supervision of the Tribe and the Oneida Police Department. Oneida Police Department Officers deputized pursuant to this Agreement are not employees of Outagamie County. The Tribe shall remain responsible for its employees' salaries, insurance, and civil liability. Each deputized Oneida Police Department Officer shall be deemed to be performing regular duties for the Oneida Police Department while performing services for the County pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Sheriff's deputies while off-duty.
6. **COSTS.** The Tribe shall assume responsibility for all costs incurred by Oneida Police Department Officers under this Agreement. The Sheriff shall assume responsibility for all costs incurred by Deputies employed by the Sheriff's Department.
7. **IMMUNITIES.** With the exception of those noted in Section 2 above, all immunities from liability, and exemptions from laws, ordinances, and regulations, which deputized Oneida Police Department Officers possess in their own jurisdiction shall be effective in the county's jurisdiction in which the Oneida Police Department Officers are providing assistance, unless otherwise prohibited by law. The provisions of 25 U.S.C. § 5321(d) and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
8. **HOLD HARMLESS.** The Tribe shall protect and defend, and indemnify and hold harmless the County, the Sheriff, the Outagamie County Sheriff's Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of deputized Oneida Police Department Officers. The Sheriff shall protect and defend, and indemnify and hold harmless the Tribe, the Chief of Police, the Oneida Police Department, and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of officers of the Sheriff's Department. The Tribe and the Sheriff shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall the Tribe or the County be liable for acts or omissions of the officers or employees of the other party.
9. **SUSPENSION.** If any provision of this Agreement is violated by the Sheriff, his officers, agents, or employees, the Tribe may immediately suspend or terminate this Agreement upon written notice to the Sheriff. A suspension shall continue until the Tribe is satisfied that the violation has been corrected and will not recur. If any provision of this agreement is violated by the Tribe, its officers, agents, or employees, the Sheriff may immediately suspend or terminate this Agreement, or immediately suspend or terminate the deputization of such person or persons upon written notice to the Tribe. A suspension shall continue until the Sheriff is satisfied that the violation has been corrected and will not recur. Either party may exercise the power to suspend or terminate the deputization of an officer, agent, or employee without suspending or terminating this Agreement.

10. AMENDMENT. The parties may from time to time amend the provisions of this agreement as may be deemed necessary or appropriate. Either party may request amendment of this Agreement and it shall be incumbent upon the other party to consider and discuss such amendment with the requesting party in good faith. No provision of this Agreement may be changed, amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by a duly authorized representative of the Tribe and the Sheriff. This agreement shall supersede all prior agreements between the parties pertaining to deputization of law enforcement officers.
11. REVOCATION. This Agreement maybe revoked or terminated at any time by the Tribe or the County upon delivery of written notice to the other party.
12. SEVERABILITY. In the event that any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, it is the intent of the parties that the remaining sections or provisions, and any amendments thereto, shall continue in full force and effect.
13. NOTICE. Every notice which one party may be required or permitted to serve to the other party under this Agreement shall be in writing and shall be personally delivered or sent by first-class, certified or registered United States mail, postage pre-paid, return receipt requested, to the other party at its address listed below or such other address as the party may hereafter by written notice inform the other party.

Notices to the Tribe shall be sent to:

Chief of Police  
Oneida Police Department  
PO Box 365  
2783 Freedom Road  
Oneida, Wisconsin 54155

Notices to the Sheriff shall be sent to:

Sheriff Clint C. Kriewaldt  
Outagamie County Sheriff's Department  
3030 E. Goodland Drive  
Appleton, Wisconsin 54911

Every notice shall be deemed effective upon receipt, or if mailed, upon receipt or the expiration of the third day following the day of mailing, whichever is sooner, except that any notice of change of address shall be effective only upon receipt by the party to whom such notice is addressed.

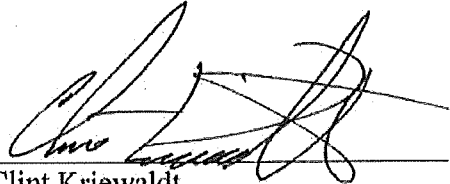
14. SAVINGS CLAUSE Nothing in this Agreement shall be construed to cede any jurisdiction of either party, waive any immunities, modify the requirements for arrest or search and seizure, accomplish any act in violation of state, tribal or federal law, or subject the parties to any liability to which they would not otherwise be subject by law.

15. INTEGRATION. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement.

\_\_\_\_\_  
Tehassi Hill, Chairman  
Oneida Business Committee

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Clint Kriewaldt  
Outagamie County Sheriff

Date: 01/28/2019

Onida Business Committee Agenda Request

Approve a limited waiver of sovereign immunity for contract # 2019-0038 Wisconsin State - Department of Transportation MACH Sub-User's Agreement.

1. Meeting Date Requested: 02 / 27 / 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 a limited waiver of sovereign immunity for contract # 2019-0038 Wisconsin State - Department of Transportation MACH Sub-User's Agreement.

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:

Attached for your review and approval is Wisconsin State – Department of Transportation MACH Sub-User's Agreement.

This agreement requires your approval due to limited waiver of sovereign immunity. The following is an excerpt from the legal review:

Requires Business Committee approval prior to execution, pursuant to a waiver of sovereign immunity. The agreement incorporates, by reference, the MACH License Agreement and Sublicense Agreement. The Sublicense agreement applies the terms of the sublicense agreement with the WI DOT to other entities (such as OPD) use of licensed items. See Sec. 6.3(a). This sublicense agreement contains a dispute resolution section where the parties expressly submit to the jurisdiction of (state and federal court) to resolve disputes. Thus, Business Committee approval is necessary because dispute resolution terms of the sublicense agreement are incorporated and apply to this agreement.

MACH (Mobile Architecture for Communications Handling) is the communications software that is used on the mobile computers, desk top computers and in communication centers for dispatching and command operations. It features automatic vehicle location, silent dispatching, secure car to car messaging, in-car mapping, and the ability to query the Wisconsin Transaction of Information for Management of Enforcement (TIME) System. This allows public safety agencies to share information whether it be for facilitating cooperation and organization during everyday activities, planned events and emergency incidents.

Due to this being a sublicense agreement, negotiating the waiver of the sovereign immunity is not likely. This is a specialized product and this software/service cannot be provided by another vendor and there is no cost associated with this agreement.

Your consideration to this request is appreciated.

- 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: April D. Skenandore  
Police Department-Non Emergency

FROM: Kelly M. McAndrews, Senior Staff Attorney

Kelly M. McAndrews Digitally signed by Kelly M. McAndrews  
Date: 2019.01.23 16:07:57 -06'00'

Use this number on future correspondence:

**2019-0038**

DATE: January 23, 2019

RE: Wisconsin State-Dept of Transportation MACH  
Sub-User's Agreement

1-24-19 RJD

<u>Purchasing Department Use</u>	
<input checked="checked" type="checkbox"/>	Contract Approved
<input type="checkbox"/>	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 a waiver of sovereign immunity. The agreement incorporates, by reference, the MACH License Agreement and Sublicense Agreement. The Sublicense agreement applies the terms of the sublicense agreement with the WI DOT to other entities (such as OPD) use of licensed items. *See* Sec. 6.3(a). This sublicense agreement contains a dispute resolution section where the parties expressly submit to the jurisdiction of (state and federal court) to resolve disputes. Thus, Business Committee approval is necessary because dispute resolution terms of the sublicense agreement are incorporated and apply to this agreement.

If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be addressed along with the agenda review request and contract.

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity? This is a sublicense agreement and is likely not possible.
2. Were three bids obtained? If not, why not? This is likely inapplicable to this specialized product.
3. Was any other vendor willing to remove sovereign immunity issues? This is likely inapplicable to this specialized product.
4. What is the cost of going to another vendor? This is likely inapplicable to this specialized product.

## MACH LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") shall be effective on May 1, 2016, ("Effective Date") and is by and between Technology Enterprise Group, Inc., a Pennsylvania corporation having its principal offices at 1244 Perry Highway, Portersville, PA 16051 ("Licensor"), and the Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Licensee").

### RECITATIONS

1. Licensor is the owner of intellectual property rights in certain software known as "Mobile Architecture for Communications Handling software" which is also known by the abbreviation "MACH" and includes a Computer Aided Dispatching module, a version that operates on Apple iOS devices, a version that operates on Android devices, and documentation for that software (collectively "Licensed Software").
2. Licensor has trademark rights in the mark "MACH" ("Licensed Mark") used on and in conjunction with the Licensed Software.
3. Licensee is the organizer of an organization consisting of a consortium of United States and Canadian governmental entities known as the "National Model for the Statewide Application of Data Collection and Management Technology to Improve Highway Safety" ("National Model").
4. Licensor desires to grant to Licensee, and Licensee desires to receive, a nonexclusive, nontransferable license to use and sublicense the Licensed Software and the Licensed Mark.
5. Licensee desires to sublicense the Licensed Software and the Licensed Mark to other present or future members of the National Model.
6. Licensee desires to have the right to permit other governmental public safety agencies within its state to make use of the Licensed Software and the Licensed Mark.

In furtherance of the above-stated desires, and intending to be bound, Licensor and Licensee agree as follows:

### Section 1: Definitions

1.1 Agreement: The instant document.

1.2 Custom Upgrade: A modification of the Licensed Software provided by Licensor at Licensee's request under Section 11.2 herein.

- 1.3 Effective Date: A term which refers to the date set forth in the preamble of this Agreement when that date becomes the commencement date of this Agreement under Section 7.1 herein.
- 1.4 Executable Copy: A term referring to the MACH Client Program, MACH Computer Aided Dispatching Module, MACH Server Files, MACH Server Tool Files, SQL Server Stored Procedures and Database Scripts, MACH for IOS App, MACH for Android App, and MACH BOT Interface Files. Executable Copy does not include any MACH related source code.
- 1.5 Key Mechanism: A term referring to a software key for activating the Licensed Software. The Key Mechanism will keep the Licensed Software active for thirty (30) calendar days past the end of a Term Year. With regard to the sublicenses, there may be two types of Key Mechanism, temporary and sustaining. A temporary Key Mechanism may be configured to become Inoperable within ninety (90) calendar days of Issuance. A sustaining Key Mechanism will keep the Licensed Software active at least until the end of the then-current sublicensing term.
- 1.6 Licensed Mark: A term which refers to the "MACH" mark when that mark is used on or in conjunction with the Licensed Software.
- 1.7 Licensed Software: A term referring collectively to certain software owned by Licensor known as "Mobile Architecture for Communications Handling" which includes a Computer Aided Dispatching module, a version that operates on Apple IOS devices, a version that operates on Android devices, and documentation for that software.
- 1.8 Licensed Items: A term collectively referring to the Licensed Mark and the Licensed Software.
- 1.9 National Model: A term which refers to an organization consisting of a consortium of United States and Canadian governmental entities known as the "National Model for the Statewide Application of Data Collection and Management Technology to Improve Highway Safety."
- 1.10 Online GPS Equipped Computer: A term which refers to computers having GPS signal receivers which are used in conjunction with the Online GPS Feature of the Licensed Software.
- 1.11 Online GPS Feature: A term which refers to the online global positioning system feature of the Licensed Software.
- 1.12 Online GPS Fee: A term which refers to the amount to be paid by Licensee to Licensor under Section 5.2 herein for the use of the Online GPS Feature.

- 1.13 Other Entity: A term which refers to a state or local government public safety entity within Licensee's state which Licensee may permit to use the Licensed Items according to Section 6.4 herein.
- 1.14 Person: A term which includes a natural person (a human being) and a juristic person (e.g., a corporate or governmental entity).
- 1.15 Renewal Date: A term referring to the date on which a renewal term of this Agreement commences.
- 1.16 Royalty: A term referring to the payment due to be paid to Licensor by Licensee for its rights to use the Licensed Items.
- 1.17 Standard Upgrade: Modification of the Licensed Software provided by Licensor at Licensor's own initiative under Section 11.1 herein.
- 1.18 Sublicense Royalty: A term referring to the payment due to be paid to Licensee for the benefit of Licensor by a sublicensee for the sublicensee's rights to use the Licensed Items.
- 1.19 Support: A term referring to the assistance that Licensor shall provide with regard to keeping the Licensed Software operational and is limited to assistance that is provided by telephone, email, and other electronic communications and excludes on-site assistance by Licensor.
- 1.20 Term Year: The one-year period comprising the term of this Agreement, or of any renewal term thereof, beginning on either the Effective Date or the Renewal Date, respectively.

## Section 2: License Grant

- 2.1 Licensor grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the Licensed Software during the term of this Agreement and any renewal term thereof.
- 2.2 Licensor grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the Licensed Mark on and in conjunction with the Licensed Software and promotional materials for the Licensed Software during the term of this Agreement and any renewal term thereof.

## Section 3: Ownership

- 3.1 This Agreement shall not be construed to convey to, transfer to, or vest in Licensee or any other person any interest in the ownership of the Licensed Software or the Licensed Mark.

3.2 In the event that Licensee or any other person uses the Licensed Mark as permitted under this Agreement, such use shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.

3.3 The parties agree that all data inputted into the Licensed Software shall be deemed the sole property of Licensee and Licensor shall have no ownership interest in such data.

#### **Section 4: Sublicensing Right**

4.1 Licensee's right to sublicense the Licensed Software and the Licensed Mark (collectively "Licensed Items") granted in Section 2 herein shall be governed by this Section 4.

4.2 Licensee may only sublicense the Licensed Items to states/provinces which are, during the entire term of the sublicense, members of the National Model, unless otherwise agreed to in writing signed by Licensor.

4.3 In order for a sublicense to be valid, the sublicense must:

- a) be either (i) in the form attached hereto as Appendix 1, or (ii) in any other form which is expressly approved of in writing by Licensor;
- b) have attached to it a copy of this Agreement; and
- c) be executed by persons having authority to bind the Licensee and the sublicensee.

4.4 Any fees collected by Licensee on behalf of Licensor under a sublicense from a sublicensee shall be paid to Licensor in accordance with the provisions of Section 5 below. Licensee shall not permit a sublicensee to charge any person or entity any fee or payment of any kind for use of the Licensed Items without the express written permission of Licensor.

4.5 In the event that this Agreement or any renewal term thereof terminates without renewal prior to the expiration of the term of a sublicense, the termination of this Agreement or such a renewal term shall act as an automatic and complete assignment of the sublicense from Licensee to Licensor.

4.6 The parties hereto are parties to the MACH Server License Agreement dated May 1, 2010 (as amended). The parties hereby agree that any sublicenses issued under that agreement which are still in effect on the Effective Date of this Agreement shall continue to be retained by Licensee or if they had become assigned to Licensor under Section 4.5 of that agreement then such sublicenses shall hereby be immediately and completely be reassigned to Licensee.

## Section 5: Payments

- 5.1 For each year of the term of this Agreement, and any renewal term thereof, ("Term Year"), Licensee shall pay to Licensor a royalty ("Royalty") in payment for its rights to use the Licensed Items. The Royalty is in addition to the fees set forth in Section 5.2 herein. The Royalty for the first Term Year shall be \$92,000.00 U.S. dollars and shall be paid prior to or on the due date set forth in Section 5.3 herein. The Royalty for each Term Year thereafter shall be set by Licensor with notice to Licensee and may be increased no more than 15% from the Royalty of the previous Term Year at Licensor's sole discretion and shall be paid prior to or on the due date set forth in Section 5.4 herein. Licensor shall provide notice of the Royalty for any Term Year after the first Term Year and shall do so by giving at least sixty (60) calendar days notice prior to the end of the then current Term Year. In the event that Licensor fails to provide such notice, the Royalty for a Term Year for which the notice is omitted shall be the same amount as the Royalty of the immediately previous Term Year.
- 5.2 In the event that Licensee makes use of the global positioning system feature of the Licensed Software ("Online GPS Feature") during the first Term Year, Licensee shall pay to Licensor, in addition to the Royalty, an amount of \$12.00 ("Online GPS Fee") for each computer equipped to receive a global positioning system signal with which the Online GPS Feature is used or intended to be used ("Online GPS Equipped Computer"). In the event that Licensee makes use of the Online GPS Feature during any Term Year after the first Term Year, Licensee shall pay to Licensor an "Online GPS Fee" for that Term Year prior to or on the Renewal Date of that Term Year. Licensor shall provide notice of the Online GPS Fee for any Term Year after the first Term Year and shall do so by giving at least sixty (60) days notice prior to the end of the then current Term Year. In the event that Licensor fails to provide such notice, the Online GPS Fee for the Term Year for which the notice is omitted shall be the same amount as the Online GPS Fee of immediately previous Term Year. In the event that the number of Licensee's Online GPS Equipped Computers increases after the first day of a Term Year, the Online GPS Fee for that Term Year for each such additional computer shall be prorated with regard to the number of months left in the Term Year from the first day of the calendar month in which the computer was added.
- 5.3 The due date for payment of the initial Royalty and the initial Online GPS Fee shall be sixty (60) calendar days after the Effective Date of this Agreement. In the event that the number of Licensee's Online GPS Equipped Computers increases after that date, the due date for the Online GPS Fee with regard to the additional number of Online GPS Equipped Computers shall be thirty (30) calendar days after the date on which the increase occurred.
- 5.4 In the event that this Agreement is renewed in accordance with Section 7.2 herein, unless the Licensor and Licensee agree otherwise in writing signed by both parties:
- a) the due dates for payment of the Royalty and Online GPS Fee for any renewal term shall be the same as set forth in Section 5.3 with the then current Renewal Date being substituted in that Section for the Effective Date; and

- b) the amended Royalty and/or Online GPS Fee shall become effective on the Renewal Date of the renewal term; *however*, in the event that Licensor does not provide such notice of an amendment, the Royalty and Online GPS Fee shall be the same for the renewal term as they are for the then current term.

5.5 Unless otherwise approved in a writing signed by the Licensor, in the event that Licensee exercises its right to sublicense under Section 4 herein, Licensee shall collect for the benefit of Licensor the Sublicense Royalties and the Online GPS Fees and pay over to Licensor the collected amounts within sixty (60) calendar days of its receipt of same from a sublicensee.

- a) The Sublicense Royalty shall be \$92,000.00 U.S. dollars for each sublicense granted during the first Term Year of this Agreement and shall be the same in amount as the Royalty described in Section 5.1 herein for each sublicense or renewal of a sublicense granted in a later Term Year.
- b) The Online GPS Fee for each sublicense or renewal of a sublicense shall be the same in amount as the Online GPS Fee described in Section 5.2 herein.
- c) In the event that, despite Licensee's best efforts to collect the Sublicense Royalty and Online GPS Fee, a sublicensee fails to pay either or both to Licensee, Licensor shall have the right to withhold the issuance of a sustaining Key Mechanism to the sublicensee and shall have the right to seek payment directly from the sublicensee, but shall have no other claim or remedy against Licensee for the unpaid fees.

#### Section 6: Use of Licensed Items

6.1 Licensee may use the Licensed Software for any official purpose within the purview of a public safety agency.

6.2 Licensee may use the Licensed Software in conjunction with its marketing of any sublicense permitted by Section 5 herein.

6.3 Licensee may use the Licensed Mark only on or in conjunction with its use of the Licensed Software. All uses of the Licensed Mark by Licensee shall inure to the benefit of Licensor's rights in the Licensed Mark, and Licensor shall have the right to review Licensee's use of the Licensed Mark from time to time to insure that such use maintains the trademark integrity of the Licensed Mark by using it properly as a trademark and only in association with the Licensed Software.

6.4 Licensee may permit any Other Entity to use the Licensed Items for any official purpose within the purview of a public safety agency. In the event Licensee permits any Other Entity to use the Licensed Items;

- a) The terms of this Agreement shall apply to such Other Entity's use of the Licensed Items;
- b) Such use by an Other Entity may occur only during the term of this Agreement or during the term of a renewal term of this Agreement;
- c) In the event an Other Entity makes use of the Online GPS Feature, the number of Online GPS Equipped Computers for which the Other Entity makes use of and intends to make use of the Online GPS Feature shall be included in the calculation of the Online GPS Fee that Licensee is to pay under Section 5 herein.
- d) Licensee shall be responsible to Licensor for an Other Entity's compliance with the terms and conditions of this Agreement, except that neither Licensee nor the Other Entity shall be required to pay a Royalty to Licensor for the Other Entity's use of the Licensed Items.
- e) All use by an Other Entity of the Licensed Mark shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.
- f) Any and all requests for support by an Other Entity to install, maintain, or use the Licensed Software shall be directed to Licensee. Licensee may request Licensor's assistance in addressing such a request, but such Licensor assistance shall be limited to providing information to Licensee. In no event shall Licensor have an obligation under this Agreement to provide direct support to an Other Entity. The Iowa Department of Public Safety provides and is responsible for maintaining the servers through which Licensee will use the Licensed Software and so shall be deemed an Other Entity for all purposes of this Agreement except for this Section 6.4(f). For the avoidance of doubt, Licensor will accept requests for support to install, maintain and use the Licensed Software from the Iowa Department of Public Safety and Licensor will provide direct support to the Iowa Department of Public Safety.
- g) Licensee shall not charge any Other Entity any fee or payment of any kind for use of the Licensed Items without the express written permission of Licensor.

#### **Section 7: Duration, Renewal, and Termination**

- 7.1 Upon the execution of this Agreement by both of the parties, this Agreement shall be deemed to commence, or to have commenced, on the Effective Date, regardless of the actual date(s) of the parties' executions hereof, so long as the latest execution by a party is no more than sixty (60) calendar days after the Effective Date. Once commenced, this Agreement shall continue for one (1) year from the Effective Date unless, according to the terms set forth herein, this Agreement is either (a) terminated sooner or (b) renewed.
- 7.2 This Agreement may be renewed up to five times with each renewal term having a duration of one year. Each renewal of this Agreement shall be on terms mutually agreed upon in a writing signed by both parties.

7.3 Either party may terminate this Agreement at any time by giving the other party written notice of the intended termination date no less than one hundred eighty (180) calendar days in advance of that intended termination date.

7.4 If either Licensor or Licensee commits a material breach of this Agreement, and such breach is not cured within thirty (30) calendar days after the date on which notice of the breach is sent to the breaching party by the nonbreaching party, the nonbreaching party shall have the right to terminate this Agreement upon providing a further thirty (30) calendar days notice of termination to the breaching party.

7.5 Termination for any reason shall not release either Licensor or Licensee from any obligation which arose from this Agreement prior to such termination, including, but not limited to, payment of any Royalty and/or Online GPS Fee pursuant to Section 5 herein and the obligations under Section 10 herein regarding confidential information, unless otherwise agreed to in a writing signed by both parties; *however*, if the termination is due to Licensor giving notice of termination in accordance with Section 7.3 herein, then the Royalty (but not the Online GPS Fee) will be prorated to account for the early termination and Licensor shall return to Licensee, no later than thirty (30) days after the actual termination date, any Royalty amount it received from Licensee that is in excess of the prorated Royalty.

7.6 The provisions of Sections 4.5 (concerning assignment of sublicenses) and 10 herein (concerning confidentiality) shall survive termination of this Agreement.

7.7 Upon termination of this Agreement for any reason:

- a) all rights granted to or otherwise acquired by Licensee under this Agreement shall terminate and immediately revert to Licensor;
- b) Licensee shall immediately discontinue all use of the Licensed Items;
- c) Licensee shall immediately cause all Other Entities using the Licensed Items in accordance with Section 6.4 herein to immediately stop all use of the Licensed Items; and
- d) Licensee shall:
  - (i) destroy all or part of the Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.4 herein and provide Licensor with written confirmation of such destruction signed by Licensee; and

(ii) return to Licensor all Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.4 herein which have not been destroyed.

e) All unpaid payments under this Agreement shall become immediately due.

7.8 Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Licensee shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- a) Adequate funds are not appropriated or granted to allow the Licensee to operate as required and to fulfill its obligations under this Agreement.
- b) Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Licensee to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Licensee in its sole discretion; or
- c) Licensee's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
- d) Licensee's duties, programs or responsibilities are modified or materially altered; or
- e) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Licensee's ability to fulfill any of its obligations under this Agreement.

#### **Section 8: Licensor's Obligations**

8.1 In accordance with or addition to any obligation set forth elsewhere in this Agreement, Licensor shall have the obligations set forth in this Section 8.

8.2 Licensor shall provide Licensee with a device for activating the Licensed Software ("Key Mechanism") the Executable Copy of the Licensed Software. Licensor shall provide the Key Mechanism for use in the first Term Year to Licensee within seven (7) calendar days of the Effective Date. For each Term Year thereafter, Licensor shall provide a Key Mechanism for use in the Term Year within seven (7) calendar days of the commencement date of that Term Year.

8.3 Licensor shall provide technical support by telephone and email to assist Licensee to install, maintain, and use the Licensed Software. In the event that Licensor provides a Standard

Upgrade, Licensor shall provide support for the Standard Upgrade for two years or until the termination of this Agreement, whichever comes first.

8.4 In the event that Licensee sublicenses the Licensed Software in accordance with Section 5 herein, Licensor shall with regard to each sublicense:

- a) Provide the sublicensee with the number of temporary and sustaining Key Mechanisms and Executable Copies specified in the Sublicense Agreement; and
- b) Provide technical support by telephone and email to assist the sublicensee to install, maintain, and use the Licensed Software in accordance with the Sublicense Agreement.

8.5 In the event that Licensee permits an Other Entity to use the Licensed Software in accordance with Section 6.4 herein, Licensor shall provide each such Other Entity with a Key Mechanism and an Executable Copy.

8.6 In the event that Licensor receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Licensor shall promptly give notice of that information to Licensee.

8.7 In the event that Licensor desires to amend either or both of the Royalty and Online GPS Fee for a renewal term as permitted under Section 5.4 herein, Licensor shall give Licensee notice of the amended Royalty and Online GPS Fee for the renewal term at least sixty (60) calendar days prior to the termination date of the then current term.

8.8 With regard to the Key Mechanisms described in Sections 8.2, 8.4, and 8.5 herein, Licensor shall have the obligation of providing valid Key Mechanisms throughout the initial term and any renewal terms of this Agreement.

8.9 Licensor shall comply with Section 17.1 herein with regard to record retention and access.

8.10 Licensor shall not use Licensee's and/or the state of Iowa's name or any of their Intellectual property, including but not limited to, any Iowa, Iowa agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Licensee and/or the state of Iowa.

8.11 Licensor shall comply with Sections 10.2 through 10.5 with regard to the confidentiality of Licensee's confidential information.

**Section 9: Licensee's Obligations**

- 9.1 In accordance with or addition to any obligation set forth elsewhere in this Agreement, Licensee shall have the obligations set forth in this Section 9.
- 9.2 Licensee shall pay to Licensor the fees described in Section 5 herein in the manner and at the times specified in that section.
- 9.3 Licensee shall make no use of the Licensed Items other than is permitted in Section 6 herein.
- 9.4 Licensee shall protect the confidentiality of the Licensed Software in the manner described in Section 10 herein.
- 9.5 Licensee shall not sublicense the Licensed Items or permit any one to use the Licensed Items except in the manner permitted by Sections 4 and 6.4 herein.
- 9.6 Licensee shall maintain an accurate record of the number of Online GPS Equipped Computers referenced in Section 5 herein and shall report that number to Licensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Agreement and any renewal terms of this Agreement.
- 9.7 Upon termination of this Agreement for any reason, Licensee shall promptly return to Licensor all copies of the Licensed Software in its possession or control or in the possession or control of any Other Entity or certify to Licensor that all copies which have not been returned have been destroyed.
- 9.8 In the event that Licensee receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Licensee shall promptly give notice of that information to Licensor.
- 9.9 In the event that Licensee sublicenses the Licensed Software in accordance with Section 4 herein:
- a) Licensee shall use its best efforts to collect the fees due to Licensor under each Sublicense Agreement and shall pay over those fees in full to Licensor no more than sixty (60) calendar days after its receipt of such fees, but in the event that, despite Licensee's best efforts to collect the sublicensing and Online GPS Fees, a sublicensee falls to pay either or both fees to Licensee, Licensor shall have the right to withhold the issuance of a sustaining Key Mechanism to Licensee to provide to the sublicensee and shall have the right to seek payment directly from the sublicensee, but shall have no other claim or remedy against Licensee for the unpaid fees;

- b) In the event that Licensee receives notice from Licensor or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Licensee shall promptly give notice of that information to each sublicensee.

9.10 In the event that Licensee allows an Other Entity to use the Licensed Items in accordance with Section 6.4 herein:

- a) In the event that Licensee receives notice from Licensor or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Licensee shall promptly give notice of that information to each such Other Entity.
- b) For each Other Entity, Licensee shall maintain an accurate record of the number of Online GPS Equipped Computers and shall report that number to Licensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Agreement and any renewal terms of this Agreement and include in the calculation of the Online GPS Fee that Licensee is to pay under Section 5 herein the number of such Online GPS Equipped Computers.

#### **Section 10: Confidentiality**

10.1 Licensor represents, and Licensee acknowledges, that the Licensed Software contains trade secrets of Licensor, including, without limitation, algorithms, methods, and structure and design elements. Such trade secrets are entrusted to Licensee only for use as expressly authorized by Section 6 herein. Licensee and any third party the Licensee enters into agreement with agree to hold all Licensor's trade secrets in confidence to the extent permitted under Iowa Code Chapter 22. Under no circumstances may Licensee, or any third party Licensee enters into an agreement with, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Software.

10.2 Licensor's employees, agents and subcontractors may have access to confidential information maintained by Licensee or the State of Iowa to the extent necessary to carry out its responsibilities under this Agreement. Licensor shall presume that all information received pursuant to this Agreement is confidential unless otherwise designated by the Licensee. Licensor shall provide to the Licensee a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. Licensor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Licensor in connection with the performance of this Agreement. Licensor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Agreement. The private or confidential information of Licensee or the State of Iowa shall remain the property of Licensee or the State of Iowa at all times.

- 10.3 No confidential information collected, maintained, or used in the course of performance of this Agreement shall be disseminated by Licensor except as authorized by law and only with the prior written consent of Licensee or the State of Iowa, either during the term of this Agreement or thereafter. For the purposes of Section 10 herein, any data supplied by Licensee to Licensor or created by Licensor in the course of the performance of this Agreement shall be considered the property of Licensee or the State of Iowa. Licensor must return any and all data collected, maintained, created or used in the course of the performance of this Agreement in whatever form it is maintained promptly at the request of Licensee. Licensor may be held civilly or criminally liable for improper disclosure of confidential information.
- 10.4 In the event that a subpoena or other legal process is served upon Licensor for records containing confidential information, Licensor shall promptly notify Licensee and cooperate with Licensee or the State of Iowa in any lawful effort to protect the confidential information.
- 10.5 Licensor shall immediately report to Licensee any unauthorized disclosure of confidential information.
- 10.6 Licensor's obligations under this section shall survive termination or expiration of this Agreement.

#### **Section 11: Modification of Licensed Software**

- 11.1 Licensee shall not modify or cause or permit any other person to modify the Licensed Software without the written express approval of Licensor. Licensor may, at its own discretion, modify the Licensed Software from time to time ("Standard Upgrades").
- 11.2 In the event Licensee requests Licensor to modify the Licensed Software and Licensor decides in its sole discretion to make such modifications ("Custom Upgrades"), Licensee shall pay to Licensor all Licensor's developmental and travel costs associated with making such Custom Upgrades under terms and conditions to be agreed upon on a case by case basis in a writing signed by both parties using the following rate schedule for Licensor's services:
- a) Developmental costs during the first Term Year shall be determined in accordance with the following table; the developmental costs for each Term Year thereafter shall be set by Licensor with written notice to Licensee and may be increased no more than 10% from the developmental costs of the previous Term Year at Licensor's sole discretion:

<u>Resource</u>	<u>Hourly Rate</u>
Project Manager/Business Analyst III	
Project Manager/Programmer Analyst III	
Programmer Analyst III	
Business Analyst III	
Programmer Analyst II	
Business Analyst II/Technical Writer	
Business Analyst II	
Programmer Analyst I	
Business Analyst I	
Programmer Analyst	
Business Analyst	

- b) Travel expenses shall be determined in accordance with the then-current published Iowa travel expense policy for individuals engaged in out-of-state travel for Official State business. On the Effective Date of this Agreement, the published Iowa travel expense policy is as follows:

**Travel Expenses** It is the published policy of the State that all individuals engaged in travel for Official State business utilize the most economical mode of transportation. The following examples are listed for the purpose of travel within the State of Iowa. Actual reimbursed rate for out-of-state travel will be provided prior to approved travel.

**Lodging** - Maximum reimbursable amount is \$75.00 plus tax, anywhere in the state.

**Subsistence Allowance** - While on official business for the State of Iowa, eligible reimbursement for meal costs are as follows:

**Meals** - Maximum reimbursable rates:

- |              |         |
|--------------|---------|
| a) Breakfast | \$ 8.00 |
| b) Lunch     | \$12.00 |
| c) Dinner    | \$23.00 |
| TOTAL        | \$43.00 |

The individual meal rates are rounded to the nearest dollar.

Receipts for actual incurred travel expenses are to be submitted with invoice. Reimbursements for travel expenses are not to exceed the maximum reimbursement allowances established.

11.3 In the event that Licensee sublicenses the Licensed Software in accordance with Section 4 herein, Licensee shall refer to Licensor all requests by any sublicensee for modification of the Licensed Software.

11.4 In the event that Licensee permits an Other Entity to use the Licensed Software in accordance with Section 6.4 herein, Licensee shall refer to Licensor all requests by any such Other Entity for modification of the Licensed Software.

#### **Section 12: Disclaimer of Warranties**

12.1 The Licensed Software is provided "as is" and "with all faults" without any warranty of any kind, express or implied, including, but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose. Licensee is responsible for the selection of the Licensed Software to achieve its intended purpose, use of the Licensed Software, and the results obtained.

#### **Section 13: Limitation of Liability**

13.1 In no event shall Licensor be liable for any and all damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement or Licensee's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose. To be clear, Licensor's liability for the aggregate amount of all damages arising in any Term Year shall not exceed the Royalty which Licensor actually received from Licensee for that Term Year.

13.2 In the event that Licensee sublicenses the Licensed Items, Licensor shall in no event be liable for any and all damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement for sublicensee's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose. To be clear, Licensor's liability for the aggregate amount of all damages arising in any Term Year shall not exceed the Royalty which Licensor actually received from Licensee for that Term Year.

13.3 In the event that Licensee permits an Other Entity to use the Licensed Items under Section 6.4 herein, Licensor shall in no event be liable for any and all damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages,

including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement for such Other Entity's use or inability to use the Licensed Software, even if Licensor has been advised of the possibility of such damages, in excess of the difference between the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose and any liability Licensor has under Section 13.1 herein. Moreover, in the event that Licensee permits more than one Other Entity to use the Licensed Items under Section 6.4 herein, Licensor's aggregate liability for all such Other Entities shall not exceed the difference between the Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose and any liability Licensor has under Section 13.1 herein. For example, if the amount of Royalty Licensor actually received from Licensee for the Term Year in which the liability arose was \$92,000, and the amount of liability Licensor has under Section 13.1 herein is \$52,000, and there are two such Other Entities which have incurred damages in that Term Year, then the maximum aggregate amount of liability Licensor shall have for the damages arising from the use of or inability to use the Licensed Software by the two Other Entities is \$40,000.

- 13.4 Notwithstanding anything in this Agreement to the contrary, Licensor's total liability for any and all damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement, including under any and all of the circumstances described in Sections 13.1 through 13.3 herein, shall not exceed the amount of Royalty which Licensor actually received from Licensee for the Term Year in which the damages arose.

#### **Section 14: Notices**

- 14.1 All notices required by or relating to this Agreement shall be in writing and shall be sent to the parties at their address set forth below. The parties may from time to time amend the address to which such notices are to be sent by sending a notice to the other party's then-effective notice address no less than thirty (30) days prior to the date on which the change is to become effective.

All such notices shall be given by a form of conveyance which provides a return receipt. A notice shall be effective on its delivery date as confirmed by its return receipt.

Licensor:

Technology Enterprise Group, Inc.  
1244 Perry Highway  
Portersville, PA 16051  
Attention: Tadd Geis, President

Licensee:

Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010  
Attention: Mark Lowe, Director, Motor Vehicle Division

#### **Section 15: Record Retention and Access**

15.1 Licenser shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to Licensee throughout the term of this Agreement and any renewal terms thereof for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. Licenser shall permit the Auditor of the State of Iowa or any authorized representative of Iowa and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of Licenser relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. Licenser shall not impose a charge for audit or examination of Licenser's books and records. If an audit discloses incorrect billings or improprieties in an aggregate amount which is 5 % or more of the aggregate amount of Royalty which Licenser actually received from Licensee during the Term Years which are covered by the audit, Licensee reserves the right to charge Licenser for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

#### **Section 16: Suspensions and Debarment**

16.1 Licenser certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal Agency or agency. Licenser certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

#### **Section 17: Binding Effect**

17.1 This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

#### **Section 18: Governing Law**

18.1 This Agreement shall be controlled by and construed in accordance with the substantive laws of Iowa, excluding Iowa's choice of law provisions.

**Section 19: Force Majeure**

19.1 Neither party shall bear any responsibility of liability for any losses arising out of any delay or interruption of their performance under this Agreement due to any act of God, act of governmental authority which is directed to the general public, act of a public enemy, or due to war, riot, flood, civil commotion, earthquake, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs (other than the Licensed Software), or any other cause beyond the reasonable control of the party.

**Section 20: No Partnership or Joint Venture or Agency**

20.1 This Agreement does not constitute, and shall not be construed as creating, a partnership or joint venture, or agency relationship between Licensor and Licensee. Except as otherwise explicitly provided in Sections 5 (regarding sublicensing) and 6.4 (regarding permitting use of the Licensed Items to Other Entities), neither Licensor nor Licensee has any right to obligate or bind the other party in any way whatsoever, and nothing in this Agreement gives any rights of any kind to any third parties.

**Section 21: Dispute Resolution**

21.1 The sole and exclusive jurisdiction in which any disputes arising out of this Agreement shall be heard is in the federal courts located in Iowa and the state courts of Iowa U.S.A., and each party expressly hereby submits to the jurisdiction of those courts for the resolutions of such disputes.

**Section 22: Attorney Costs**

22.1 Each party shall be responsible for its own attorney fees and costs. In no event shall a party assume the responsibility for the attorney fees or costs of the other party.

**Section 23: Waiver**

23.1 The failure or delay by either party in exercising any right, power or privilege provided under this Agreement shall not operate as a waiver thereof. The parties also agree that any single or partial exercise of a right, power, or privilege provided under this Agreement shall not preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

**Section 24: Assignment**

24.1 The licenses, other rights, and obligation granted to or otherwise acquired under this Agreement by Licensee are personal to Licensee and shall not be assigned by any act of Licensee or by operation of law without the prior express written consent of Licensor. The

rights and obligations acquired by Licensor under this Agreement may be assigned by Licensor only with the prior written consent of Licensee.

#### **Section 25: Complete Agreement**

25.1 The parties agree that this Agreement comprises the entire agreement between the parties relating to its subject matter and that this Agreement supersedes all prior and contemporaneous oral and written understandings, representations, and agreements between the parties concerning the same subject matter.

#### **Section 26: Modifications**

26.1 Any amendments to the terms hereof must be made in a writing signed by both of the parties hereto, it being the intent of the parties that there be no oral modifications to this Agreement.

#### **Section 27: Severability**

27.1 The legality or enforceability of any portion of this Agreement shall not affect the legality or enforceability of any other part of this Agreement. If any portion of this Agreement is found by a competent tribunal to be invalid or unenforceable, then that portion shall be ignored and the balance of this Agreement shall be construed and enforced as though it had been written without the illegal or unenforceable portion.

#### **Section 28: Construction of this Agreement**

28.1 The headings used in this Agreement are for convenience of reference only and are not to be used to interpret the provisions of this Agreement. The parties agree that they have had an equal opportunity to negotiate the terms and conditions of this Agreement and that this Agreement is to be neutrally construed without favor to either party.

#### **Section 29: Authority of Representatives**

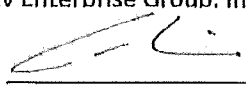
29.1 Each party expressly represents and warrants that the person signing this Agreement on its behalf has sufficient power and authority under applicable law to enter into this Agreement and to bind that party to the terms and conditions of this Agreement. Each person signing this Agreement on behalf of a party represents and warrants that she or he has sufficient power and authority under applicable law to enter into this Agreement and to bind the party for whom she or he is signing to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized officers or representatives:

LICENSOR

Technology Enterprise Group, Inc.

By:



Tadd Gels, President

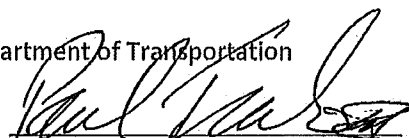
Date:

04/26/2016

LICENSEE

Iowa Department of Transportation

By:



Paul Tromblino, Director

Date:

4/26/2016

## APPENDIX 1

## MACH SUBLICENSE AGREEMENT

This SUBLICENSE AGREEMENT ("Sublicense Agreement") shall be effective on March 22, 2018, ("Effective Date") and is by and between Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Sublicensor") and:

Name: Wisconsin Department of Transportation Division of State Patrol

Type of Entity: State Government

Address of Principal Office: 4822 Madison Yards Way, 9th Floor South, Madison, WI 53705-9100  
("Sublicensee").

## RECITATIONS

1. Sublicensor is the organizer of and Sublicensee belongs to an organization of a consortium of United States and Canadian governmental entities known as the "National Model for the Statewide Application of Data Collection and Management Technology to Improve Highway Safety" ("National Model").
2. Sublicensor is licensed under the attached license agreement and its amendments ("License Agreement"), which is incorporated herein by reference in its entirety, by Technology Enterprise Group, Inc., ("Licensor") to sublicense the use of certain software known as "Mobile Architecture for Communications Handling software" which is also known by the abbreviation "MACH" and includes a Computer Aided Dispatching module, a version that operates on Apple IOS devices, a version that operates on Android devices, and documentation for that software (collectively "Licensed Software") to other members of the National Model.
3. Sublicensor is licensed under the License Agreement to sublicense the use of the mark "MACH" ("Licensed Mark") on or in conjunction with the Licensed Software to other members of the National Model.
4. Sublicensor desires to grant to Sublicensee, and Sublicensee desires to receive, a nonexclusive, nontransferable license to use the Licensed Software and the Licensed Mark.

In furtherance of the above-stated desires, and intending to be bound, Sublicensor and Sublicensee agree as follows:

**Section 1: Definitions**

- 1.1 Effective Date: A term which refers to the date set forth in the preamble of this Sublicense Agreement when that date becomes the commencement date of this Sublicense Agreement

under Section 7.1 herein.

1.2 Custom Upgrade: A modification of the Licensed Software provided by Licensor at Sublicensee's request under Section 11.2 herein.

1.3 Executable Copy: A term referring to the MACH Client Program, MACH Computer Aided Dispatching Module, MACH Server Files, MACH Server Tool Files, SQL Server Stored Procedures and Database Scripts, MACH for iOS App, MACH for Android App, and MACH BOT Interface Files. Executable Copy does not include any MACH related source code.

1.4 Key Mechanism: A term referring to a software key for activating the Licensed Software. A temporary Key Mechanism may be configured to become inoperable within ninety (90) calendar days of issuance. A sustaining Key Mechanism will keep the Licensed Software active at least until the end of the term of this Sublicensing Agreement or until the end of the term of renewal of this Sublicensing Agreement for which it was issued.

1.5 License Agreement: A term referring to the agreement dated January 1, 2010 between Licensor and Sublicensor in which Licensor as owner of the Licensed Software and the Licensed Mark granted to Sublicensor the right to sublicense use of the Licensed Software and the Licensed Mark to other members of the National Model, that agreement being appended to and incorporated in whole by reference herein.

1.6 Licensed Mark: A term which refers to the "MACH" mark when that mark is used on or in conjunction with the Licensed Software.

1.7 Licensed Software: A term referring collectively to certain software owned by Licensor known as "Mobile Architecture for Communications Handling" which includes a Computer Aided Dispatching module, a version that operates on Apple iOS devices, a version that operates on Android devices, and documentation for that software.

1.8 Licensed Items: A term collectively referring to the Licensed Mark and the Licensed Software.

1.9 Licensor: A term referring to Technology Enterprise Group, Inc.

1.10 National Model: A term which refers to an organization consisting of a consortium of United States and Canadian governmental entities known as the "National Model for Statewide Application of Data Collection and Management Technology to Improve Highway Safety."

1.11 Online GPS Equipped Computer: A term which refers to computers having GPS signal receivers which are used in conjunction with the Online GPS Feature of the Licensed Software.

- 1.12 Online GPS Feature: A term which refers to the online global positioning system feature of the Licensed Software.
- 1.13 Online GPS Fee: A term which refers to the amount to be paid by Sublicensee to Sublicensor under Section 5.2 herein for the use of the Online GPS Feature.
- 1.14 Other Entity: A term which refers to a state, provincial, or local government public safety entity within Sublicensee's state or province which Sublicensee may permit to use the Licensed Items according to Section 6.3 herein.
- 1.15 Person: A term which includes a natural person (a human being) and a juristic person (e.g., a corporate or governmental entity).
- 1.16 Renewal Date: A term referring to the date on which a renewal term of this Sublicense Agreement commences.
- 1.17 Standard Upgrade: Modification of the Licensed Software provided by Licensor at Licensor's own initiative under Section 11.1 herein.
- 1.18 Sublicense Agreement: The instant document.
- 1.19 Sublicense Royalty: A term referring to the payment due to be paid to by Sublicensee to Sublicensor for the benefit of Licensor for Sublicensee's right to use the Licensed Items.
- 1.20 Support: A term referring to the assistance that Licensor or Sublicensor shall provide with regard to keeping the Licensed Software operational and is limited to assistance that is provided by telephone, email, and other electronic communications and excludes on-site assistance by Licensor or Sublicensor.

## Section 2: License Grant

- 2.1 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense Agreement, a nonexclusive, nontransferable license to use the Licensed Software within the geographic region identified in Section 2.3 herein during the term of this Sublicense Agreement and any renewal term thereof.
- 2.2 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense Agreement, a nonexclusive, nontransferable license to use the Licensed Mark on and in conjunction with the Licensed Software within the geographic region identified in Section 2.3 herein during the term of this Sublicense Agreement and any renewal term thereof.
- 2.3 The licenses granted under Sections 2.1 and 2.2 herein shall be for geographical region defined by the boundaries of the State of Wisconsin.

**Section 3: Ownership**

- 3.1 This Sublicense Agreement shall not be construed to convey to, transfer to, or vest in Sublicensee or any other person any interest in the ownership of the Licensed Software or the Licensed Mark.
- 3.2 In the event that Sublicensee or any other person uses the Licensed Mark as permitted under this Sublicense Agreement, such use shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.

**Section 4: Sublicensing**

- 4.1 Sublicensee shall not sublicense the Licensed Items.

**Section 5: Payments**

- 5.1 Sublicensee shall pay to Sublicensor for the benefit of Licensor a royalty in the amount described in Section 5.5 herein ("Sublicense Royalty") on or prior to the due date set forth in Section 5.3 herein in payment for its rights to use the Licensed Items during the term of this Sublicense Agreement.
- 5.2 In the event that Sublicensee makes use of the global positioning system feature of the Licensed Software ("Online GPS Feature"), Sublicensee shall pay to Sublicensor for the benefit of Licensor, in addition to the Sublicense Royalty, the amount described in Section 5.7 herein ("Online GPS Fee") for each computer equipped to receive a global positioning system signal with which the Online GPS Feature is used or intended to be used ("Online GPS Equipped Computer"). In the event that the number of Sublicensee's Online GPS Equipped Computers increases after the Effective Date, the Online GPS Fee for each such additional computer shall be prorated with regard to the number of months left in the term of this Sublicense Agreement from the first day of the calendar month in which the computer was added.
- 5.3 The due date for payment of the initial Sublicense Royalty and the Online GPS Fee shall be thirty (30) calendar days after the Effective Date of this Sublicense Agreement. In the event that the number of Online GPS Equipped Computers increases after that date, the due date for the Online GPS Fee with regard to the additional number of Online GPS Equipped Computers shall be thirty (30) calendar days after the date on which the increase occurred.
- 5.4 In the event that this Sublicense Agreement is renewed in accordance with Section 7.2 herein:
- a) Sublicensee shall pay to Sublicensor for the benefit of Licensor a Sublicense Royalty in the amount described in Section 5.6 herein on or prior to the due date set forth in Section 5.4(c) herein in payment for its rights to use the Licensed Items during the

renewal term of this Sublicense Agreement.

- b) Sublicensee shall pay to Sublicensor for the benefit of Licensor, in addition to the Sublicense Royalty, an Online GPS Fee(s) in the amount described in Section 5.7 herein for each Online GPS Equipped Computer on or prior to the due date set forth in Section 5.4(c) herein. In the event that the number of Sublicensee's Online GPS Equipped Computers increases after the relevant Renewal Date, the Online GPS Fee for each such additional computer shall be prorated with regard to the number of months left in the renewal term from the first day of the calendar month in which the computer was added.
- c) The due dates for payment of the Sublicense Royalty and Online GPS Fee for any renewal term shall be the same as set forth in Section 5.3 herein with the then current Renewal Date being substituted in that Section for the Effective Date; and
- d) Sublicensor may amend either or both of the Sublicense Royalty and the Online GPS Fee for the renewal term by giving Sublicensee notice of the amended Sublicense Royalty and/or Online GPS Fee at least thirty calendar (30) days prior to the termination date of the then current term, and the amended Sublicense Royalty and/or Online GPS Fee shall become effective on the Renewal Date of the renewal term; *however*, in the event that Sublicensor does not provide such notice of an amendment, the Sublicense Royalty and Online GPS Fee shall be the same for the renewal term as they had been for the immediately previous term.

5.5 The Sublicense Royalty shall be \$92,000.00 U.S. dollars, provided that the Effective Date of this Sublicense Agreement is prior to May 10, 2017. If the Effective Date is on or after May 10, 2017, the Sublicense Royalty amount shall be the same as the then-current Royalty amount under Section 5 of the License Agreement.

5.6 The Sublicense Royalty for any renewal term of this Sublicense Agreement shall be the same as the then-current Royalty amount under Section 5 of the License Agreement.

5.7 The Online GPS Fee shall be the same as the then-current Online GPS Fee under Section 5 of the License Agreement.

#### **Section 6: Use of Licensed Items**

6.1 Sublicensee may use the Licensed Software for any official purpose within the purview of a public safety agency.

6.2 Sublicensee may use the Licensed Mark only on or in conjunction with its use of the Licensed Software. All uses of the Licensed Mark by Sublicensee shall inure to the benefit of Licensor's rights in the Licensed Mark, and Licensor shall have the right to review Sublicensee's use of the Licensed Mark from time to time to insure that such use maintains

the trademark integrity of the Licensed Mark by using it properly as a trademark and only in association with the Licensed Software.

6.3 Sublicensee may permit any other state, provincial, or local government public safety entity within Sublicensee's state or province ("Other Entity") to use the Licensed Items for any official purpose within the purview of a public safety agency. For the purposes of this Sublicense Agreement only, Other Entity may also include Wisconsin Freeway Safety Teams but only while conducting official provisioned state government business. In the event Sublicensee permits an Other Entity to use the Licensed Items:

(a) The terms of this Sublicense Agreement shall apply to the Other Entity's use of the Licensed Items;

(b) Such use by the Other Entity may occur only during the term of this Sublicense Agreement or during the term of a renewal term of this Sublicense Agreement;

(c) In the event the Other Entity makes use of the Online GPS Feature, the number of Online GPS Equipped Computers for which the Other Entity makes use of and intends to make use of the Online GPS Feature shall be included in the calculation of the Online GPS Fee that Sublicensee is to pay under Section 5 herein.

(d) Sublicensee shall be responsible to Sublicensor for an Other Entity's compliance with the terms and conditions of this Sublicense Agreement, except that neither Sublicensee nor the Other Entity shall be required to pay a Sublicense Royalty to Licensor for the Other Entity's use of the Licensed Items.

(e) All use by an Other Entity of the Licensed Mark shall inure exclusively to the benefit of Licensor's rights in the Licensed Mark.

(f) Any and all requests for support by an Other Entity to install, maintain, or use the Licensed Software shall be directed to Sublicensee. In no event shall Licensor have an obligation under this Sublicense Agreement to provide direct support to an Other Entity.

(g) Sublicensee shall not charge any Other Entity any fee or payment of any kind for use of the Licensed Items without the express written permission of Sublicensor.

## **Section 7: Duration, Renewal, and Termination**

7.1 Upon the execution of this Sublicense Agreement by both of the parties, this Sublicense Agreement shall be deemed to commence, or to have commenced, on the Effective Date, regardless of the actual date(s) of the parties' executions hereof, so long as the latest execution by a party is no more than sixty (60) calendar days after the Effective Date. Once commenced, this Sublicense Agreement shall continue for one year from the Effective Date unless, according to the terms set forth herein, this Sublicense Agreement is either (a)

terminated sooner, or (b) renewed.

7.2 This Sublicense Agreement shall automatically renew for additional terms of one year each, unless a party gives the other party thirty (30) calendar days notice that this Sublicense Agreement shall terminate at the end of the then current term, in which case this Sublicense Agreement shall so terminate.

7.3 Either party may terminate this Sublicense Agreement at any time by giving the other party written notice of the intended termination date no less than thirty (30) calendar days in advance of that intended termination date.

7.4 If either Sublicensor or Sublicensee commits a material breach of this Sublicense Agreement (other than a breach of Section 9.10 herein), and such breach is not cured within thirty (30) calendar days after the date on which notice of the breach is sent to the breaching party by the nonbreaching party, the nonbreaching party shall have the right to terminate this Sublicense Agreement upon providing a further thirty (30) calendar days notice of termination to the breaching party.

7.5 In the event that Sublicensee breaches Section 9.10 herein, this Sublicense Agreement shall be deemed to have terminated as provided in that section.

7.6 Termination for any reason shall not release either Sublicensor or Sublicensee from any obligation which arose from this Sublicense Agreement prior to such termination, including, but not limited to, payment of any Sublicense Royalty and/or Online GPS Fee pursuant to Section 5 herein, unless otherwise agreed to in a writing signed by both parties; *however*, if the termination is due to Sublicensor giving notice of termination in accordance with Section 7.3 herein, then the Sublicense Royalty (but not the Online GPS Fee) will be prorated to account for the early termination and Sublicensor shall return to Sublicensee, no later than thirty (30) days after the actual termination date, any Sublicense Royalty amount it received from Sublicensee that is in excess of the prorated Sublicense Royalty.

7.7 The provisions of Section 10 herein (concerning confidentiality) shall survive termination of this Sublicense Agreement.

7.8 Upon termination of this Sublicense Agreement for any reason:

- a) all rights granted to or otherwise acquired by Sublicensee under this Sublicense Agreement shall terminate and immediately revert to Sublicensor;
- b) Sublicensee shall immediately discontinue all use of the Licensed Items;
- c) Sublicensee shall immediately cause all Other Entities using the Licensed Items in accordance with Section 6.3 herein to immediately stop all use of the Licensed Items; and

d) Sublicensee shall:

(i) destroy all or part of the Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.3 herein and provide Sublicensor with written confirmation of such destruction signed by Sublicensee; and

(ii) return to Sublicensor all Licensed Software in its possession or control or in the possession and control of an Other Entity per Section 6.3 herein which have not been destroyed.

e) All unpaid payments under this Sublicense Agreement shall become immediately due.

7.9 Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, Sublicensor shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- a) Adequate funds are not appropriated or granted to allow the Sublicensor to operate as required and to fulfill its obligations under this Agreement.
- b) Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Sublicensor to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Sublicensor in its sole discretion; or
- c) Sublicensor's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or
- d) Sublicensor's duties, programs or responsibilities are modified or materially altered; or
- e) If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Sublicensor's ability to fulfill any of its obligations under this Agreement.

## Section 8: Sublicensor's Obligations

8.1 In accordance with or addition to any obligation set forth elsewhere in this Sublicense Agreement, Sublicensor shall have the obligations set forth in this Section 8.

8.2 Sublicensor shall have Licensor provide Sublicensee with a device for activating the Licensed Software ("Key Mechanism") and MACH Web Services Application Files, SQL Server 2008 Database Scripts, and MACH Server Setup and Maintenance Application Files: ("Executable Copy"). At Sublicensor's sole discretion, Sublicensor may have Licensor provide to Sublicensee a temporary Key Mechanism prior to receiving from Sublicensee the payments

due under Section 5 herein. However, upon receiving from Sublicensee the payments due under Section 5 herein, Sublicensor shall have Licensor provide Sublicensee with a sustaining Key Mechanism within ten (10) calendar days of receiving such payment, except that if a temporary key was provided prior to receiving such payment, Sublicensor shall have Licensor provide Sublicensee with a sustaining Key Mechanism no later than the time when the temporary Key Mechanism becomes inoperable.

8.3 Sublicensor shall have Licensor provide technical support by telephone and email to assist Sublicensee to install, maintain, and use the Licensed Software.

8.4 In the event that Sublicensee permits an Other Entity to use the Licensed Software in accordance with Section 6.3 herein, Sublicensor shall have Licensor provide each such Other Entity with a Key Mechanism and an Executable Copy.

8.5 In the event that Sublicensor receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Sublicensor shall promptly give notice of that information to Sublicensee.

8.6 In the event that Sublicensor desires to amend either or both of the Sublicense Royalty and Online GPS Fee for a renewal term as permitted under Section 5.4 herein, Sublicensor shall give Sublicensee notice of the amended Sublicense Royalty and Online GPS Fee for the renewal term at least thirty ((30)) calendar days prior to the termination date of the then current term.

8.7 With regard to the Key Mechanisms described in Sections 8.2 and 8.4 herein, Sublicensor shall have the obligation of providing valid Key Mechanisms throughout the initial term and any renewal terms of this Sublicense Agreement.

#### **Section 9: Sublicensee's Obligations**

9.1 In accordance with or addition to any obligation set forth elsewhere in this Agreement, Sublicensee shall have the obligations set forth in this Section 9.

9.2 Sublicensee shall pay to Sublicensor the fees described in Section 5 herein in the manner and at the times specified in that section.

9.3 Sublicensee shall make no use of the Licensed Items other than is permitted in Section 6 herein.

9.4 Sublicensee shall protect the confidentiality of the Licensed Software in the manner described in Section 10 herein.

9.5 Sublicensee shall not sublicense the Licensed Items or permit any one to use the Licensed Items except in the manner permitted by Section 6.3 herein.

9.6 Sublicensee shall maintain an accurate record of the number of Online GPS Equipped Computers referenced in Section 5 herein and shall report that number to Licensor and to Sublicensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Sublicense Agreement and any renewal terms of this Sublicense Agreement.

9.7 Upon termination of this Sublicense Agreement for any reason, Sublicensee shall act in accordance with § 7.8 with regard to the Licensed Items.

9.8 In the event that Sublicensee receives credible information from a third party that use of the Licensed Software or the Licensed Mark infringes its rights, Sublicensee shall promptly give notice of that information to Sublicensor.

9.9 In the event that Sublicensee allows an Other Entity to use the Licensed Items in accordance with Section 6.3 herein:

- a) In the event that Sublicensee receives notice from Licensor, Sublicensor, or a third party of information that use of the Licensed Software or the Licensed Mark infringes the third party's rights, Sublicensee shall promptly give notice of that information to each such Other Entity.
- b) For each Other Entity, Sublicensee shall maintain an accurate record of the number of Online GPS Equipped Computers and shall report that number to Sublicensor and to Licensor prior to or on the Effective Date and once every sixty (60) calendar days thereafter during the term of this Agreement and any renewal terms of this Sublicense.
- c) Agreement and include in the calculation of the Online GPS Fee that Sublicensee is to pay under Section 5 herein the number of such Online GPS Equipped Computers.

9.10 Sublicensee shall remain a member of the National Model during the term and any renewal term of this Sublicense Agreement. In the event that Sublicensee breaches this requirement, this Sublicense Agreement shall terminate on the day on which Sublicensee's membership in the National Model ends.

## **Section 10: Confidentiality**

10.1 Sublicensor represents, and Sublicensee acknowledges, that the Licensed Software contains trade secrets of Licensor, including, without limitation, algorithms, methods, and structure and design elements. Such trade secrets are entrusted to Sublicensee only for use as expressly authorized by Section 6 herein. Sublicensee and any third party the Sublicensee enters into agreement with agree to hold all Licensor's trade secrets in confidence. Under no circumstances may Sublicensee, or any third party Sublicensee enters into an agreement with, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Software.

**Section 11: Modification of Licensed Software**

- 11.1 Sublicensee shall not modify or cause or permit any other person to modify the Licensed Software without the written express approval of Licensor. Licensor may, at its own discretion, modify the Licensed Software from time to time ("Standard Upgrades").
- 11.2 In the event Sublicensee requests Licensor to modify the Licensed Software and Licensor decides in its sole discretion to make such modifications ("Custom Upgrade"), Sublicensee shall pay directly to Licensor all Licensor's costs associated with making such modifications under terms and conditions to be agreed upon on a case by case basis in a writing signed by both parties.
- 11.3 In the event that Sublicensee permits an Other Entity to use the Licensed Software in accordance with Section 6.3 herein, Sublicensee shall refer to Sublicensor all requests by any such Other Entity for modification of the Licensed Software.

**Section 12: Disclaimer of Warranties**

- 12.1 The Licensed Software is provided "as is" and "with all faults" without any warranty of any kind, express or implied, including, but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose. Sublicensee is responsible for the selection of the Licensed Software to achieve its intended purpose, use of the Licensed Software, and the results obtained.

**Section 13: Limitation of Liability**

- 13.1 In no event shall Licensor or Sublicensor be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense Agreement or Sublicensee's use or inability to use the Licensed Software, even if Licensor or Sublicensee has been advised of the possibility of such damages.
- 13.2 In the event that Sublicensee permits an Other Entity to use the Licensed Items under Section 6.3 herein, Licensor and Sublicensee shall in no event be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense Agreement for such Other Entity's use or inability to use the Licensed Software, even if Licensor or Sublicensee has been advised of the possibility of such damages.

**Section 14: Notices**

- 14.1 All notices required by or relating to this License Agreement shall be in writing and shall be sent to the parties at their address set forth below. The parties may from time to time

amend the address to which such notices are to be sent by sending a notice to the other party's then-effective notice address no less than thirty (30) days prior to the date on which the change is to become effective. All such notices shall be given by a form of conveyance which provides a return receipt. A notice shall be effective on its delivery date as confirmed by its return receipt.

**Sublicensor:**

Iowa Department of Transportation  
6310 SE Convenience Blvd.  
Ankeny, IA 50021  
Attention: Chief David Lorenzen, Motor Vehicle Enforcement

**Sublicensee:**

Wisconsin Department of Transportation

4822 Madison Yards Way, 9th Floor South

Madison, WI 53705-9100

Attention: Superintendent JD Lind

**Section 15: Suspensions and Debarment**

15.1 Sublicensee certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal Agency or agency. Sublicensee certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

**Section 16: Binding Effect**

16.1 This Sublicense Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

**Section 17: Governing Law**

17.1 This Sublicense Agreement shall be controlled by and construed in accordance with the substantive laws of Iowa, excluding Iowa's choice of law provisions.

**Section 18: Force Majeure**

18.1 Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance under this Sublicense Agreement due to any act of God, act of governmental authority which is directed to the general public, act of a public enemy, or due to war, riot, flood, civil commotion, earthquake, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions of equipment or software programs (other than the Licensed Software), or any other cause beyond the reasonable control of the party.

**Section 19: No Partnership or Joint Venture or Agency**

19.1 This Sublicense Agreement does not constitute, and shall not be construed as creating, a partnership or joint venture, or agency relationship between Sublicensor and Sublicensee or between Licensor and Sublicensee. Except as otherwise explicitly provided in Section 6.3 herein (regarding permitting use of the Licensed Items to Other Entities), neither Sublicensor nor Sublicensee has any right to obligate or bind the other party in any way whatsoever, and nothing in this Sublicense Agreement gives any rights of any kind to any third parties.

**Section 20: Dispute Resolution**

20.1 The sole and exclusive jurisdiction in which any disputes arising out of this Sublicense Agreement shall be heard is in the federal courts located in and the state courts of Iowa, U.S., and each party expressly hereby submits to the jurisdiction of those courts for the resolutions of such disputes.

**Section 21: Attorney Costs**

21.1 Each party shall be responsible for its own attorney fees and costs. In no event shall a party assume the responsibility for the attorney fees or costs of the other party.

**Section 22: Waiver**

22.1 The failure or delay by either party in exercising any right, power or privilege provided under this Sublicense Agreement shall not operate as a waiver thereof. The parties also agree that any single or partial exercise of a right, power, or privilege provided under this Sublicense Agreement shall not preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

**Section 23: Assignment**

23.1 The licenses, other rights, and obligations granted to or otherwise acquired under this Sublicense Agreement by Sublicensee are personal to Sublicensee and shall not be assigned

by any act of Sublicensee or by operation of law without the prior express written consent of Sublicensor.

23.2 The rights and obligations acquired by Sublicensor under this Sublicense Agreement may be assigned by Sublicensor without the consent of Sublicensee, but may not be assigned without the written express consent of Licensor.

23.3 In the event the License Agreement between Licensor and Sublicensor terminates, the termination shall act as an automatic and complete assignment of this Sublicense Agreement from Sublicensee to Licensor so that Licensor shall assume all rights and obligations of Sublicensor under this Sublicense Agreement and all obligations owed by Sublicensee to Sublicensor under this Sublicense Agreement shall then be owed to Licensor.

#### **Section 24: Incorporation by Reference and Complete Agreement**

24.1 The License Agreement is incorporated herein by reference in its entirety and is attached hereto as Appendix 1. The parties agree that this Sublicense Agreement (including the incorporated License Agreement) comprises the entire agreement between the parties relating to its subject matter and that this Sublicense Agreement supersedes all prior and contemporaneous oral and written understandings, representations, and agreements between the parties concerning the same subject matter.

#### **Section 25: Modifications**

25.1 Any amendments to the terms hereof must be made in a writing signed by both of the parties hereto, it being the intent of the parties that there be no oral modifications to this Sublicense Agreement.

#### **Section 26: Severability**

26.1 The legality or enforceability of any portion of this Sublicense Agreement shall not affect the legality or enforceability of any other part of this Sublicense Agreement. If any portion of this Sublicense Agreement is found by a competent tribunal to be invalid or unenforceable, then that portion shall be ignored and the balance of this Sublicense Agreement shall be construed and enforced as though it had been written without the illegal or unenforceable portion.

#### **Section 27: Construction of this Agreement**

27.1 The headings used in this Sublicense Agreement are for convenience of reference only and are not to be used to interpret the provisions of this Sublicense Agreement. The parties agree that they have had an equal opportunity to negotiate the terms and conditions of this Sublicense Agreement and that this Sublicense Agreement is to be neutrally construed without favor to either party.

**Section 28: Authority of Representatives**

28.1 Each party expressly represents and warrants that the person signing this Sublicense Agreement on its behalf has sufficient power and authority under applicable law to enter into this Sublicense Agreement and to bind that party to the terms and conditions of this Sublicense Agreement. Each person signing this Sublicense Agreement on behalf of a party represents and warrants that she or he has sufficient power and authority under applicable law to enter into this Sublicense Agreement and to bind the party for whom she or he is signing to the terms and conditions of this Sublicense Agreement.

IN WITNESS WHEREOF, the parties have caused this Sublicense Agreement to be executed by their properly and duly authorized officers or representatives:

SUBLICENSOR

Iowa Department of Transportation

By:



Title:

CHIEF MVE

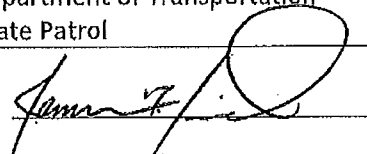
Date:

03/12/18

SUBLICENSEE

Wisconsin Department of Transportation  
Division of State Patrol

By:



Title:

SUPERINTENDENT - WIS STATE PATROL

Date:

02/28/2018

**MACH Sub-User's Agreement**  
Wisconsin Department of Transportation  
(August, 2018 version)

This Mobile Architecture for Communications Handling ("MACH") Sub-User's Agreement ("Agreement") is entered into by and between the Wisconsin Department of Transportation, an agency of the State of Wisconsin, with principal offices at 4822 Madison Yards Way, Madison, WI 53705-9100 ("Sublicensee") and the Oneida Police Department (Agency Name), an agency of the State of Wisconsin, with principal offices at 2783 Freedom Road, Oneida, WI 54155 (Agency Address) ("Sub-User").

MACH is software owned by Technology Enterprise Group, Inc., a Pennsylvania corporation having its principal offices at 1244 Perry Highway, Portersville, PA 16051 ("Licensor"). MACH is licensed by Licensor for use to the Iowa Department of Transportation, having its principal offices at 800 Lincoln Way, Ames, IA 50010 ("Sublicensor") for its use as governed by a MACH Server License Agreement effective May 1, 2016 ("License Agreement") that is included as Attachment 1 and incorporated by reference into this Agreement. This Agreement is also governed by the Sublicensing Agreement between the State of Iowa and the State of Wisconsin effective March 22, 2018 ("Sublicense Agreement"), and is included as Attachment 2 and incorporated by reference into this Agreement. It is the intent of the Licensee that MACH be distributed only to other Wisconsin state or local government public safety entities or Wisconsin Freeway Service Teams for any official purpose within the purview of a public safety agency, as allowed by and under the provisions of Section 6.3 of Attachment 2.

The parties agree that the following terms and conditions apply to the Sublicensee's provision of MACH to the Sub-User:

1. Use. Sublicensee permits Sub-User the use of MACH for any official purpose within the purview of the public safety agency. Sub-user acknowledges that this is a nonexclusive, nontransferable, royalty free license to use MACH in accordance with the applicable terms and conditions of this Agreement and of Attachments 1 and 2.
2. Term. Use of MACH may occur only during the term of the Sublicense Agreement (Attachment 2) between Sublicensor and Sublicensee.
3. Fee. Sub-User will provide Sublicensee with the number of, serial numbers of, and payment for, any Online GPS Equipped Computers for which Sub-User makes use of or intends to make use of, within fifteen (15) calendar days from the start of such use. Sub-User shall continue to report the number of Online GPS Equipped Computers to Sublicensee, as requested by Sublicensee. Sub-User shall pay Sublicensee the online GPS Fee of \$12 per year for each computer equipped to receive a global positioning system signal with which the Online GPS Feature is used or is intended to be used, as required under Secs. 5.6 and 6.3(c) of the Sublicense Agreement (Attachment 2).

4. End of Use. Sub-User must immediately prohibit removed, terminated or transferred users from accessing or using MACH. Sub-User must immediately remove the MACH software and all associated data from any computers or other devices when such devices are removed from service, repurposed or reassigned. Sub-User shall notify Sublicensee within fifteen (15) days upon the removal, termination, or transfer of a user or removal, repurposing or reassigning of a computer to end access to MACH as described above.
5. Software Installation and Maintenance. In no event shall Licensor have an obligation under this Agreement to provide direct support to Sub-User. Any requests for modification of the MACH software shall be made to Sublicensee. Sublicensee shall refer all requests for modification to Sublicensor.
6. Effective Date. This Agreement becomes effective when signed by both parties and continues until terminated, in writing, by either party's authorized representative.
7. Limitation of Liability. In no event shall Licensor, Sublicensor, or Sublicensee be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages, including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement or Sub-User's use or inability to use the Licensed Software, even if Licensor, Sublicensor, or Sublicensee have been advised of the possibility of such damages.
8. Governing Law. If not otherwise resolvable, the laws of Wisconsin will apply to all disputes arising under this Agreement; to the extent such application is consistent with and does not interfere with the relationship of the Sublicensor and Sublicensee and the applicability of Iowa law to the Sublicense Agreement between those parties (Attachment 2).
9. Confidentiality. As provided in section 10 of the Sublicense Agreement, Sublicensee represents, and Sub-User acknowledges, that the MACH Software contains trade secrets of Licensor, including, without limitation, algorithms, methods, and structure and design elements. Such trade secrets are entrusted to the Sub-User only for use as expressly provided in this Agreement. Sub-User agrees to hold all Licensor's trade secrets in confidence. Under no circumstances may Sub-User decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the MACH Software.
10. Disclaimer of Warranties. The MACH software is provided "as is" and "with all faults" without any warranty of any kind, express or implied, including but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose. Sub-User is responsible for the selection of the MACH software to achieve its intended purpose, use of the Licensed Software, and the results obtained.
11. Suspension of Use. This Agreement shall be suspended, without recourse, by Sublicensee whenever Sublicensee determines Sub-User is in violation of the terms of the Sub-User Agreement, or whenever Sublicensee is advised by Sublicensor that Sub-User's use violates the original Sublicense Agreement (Attachment 2) or License Agreement (Attachment 1).

12. Revision of Terms. The Sublicensee reserves the right to alter in writing by a duly authorized representative the terms of this Agreement. New terms will go into effect automatically sixty (60) days after the Sub-User has been notified.

13. Termination. This Sub-User Agreement may be terminated as follows:

- a. By the Sub-User at any time; or
- b. By the Sublicensee:
  - i. For breach or nonperformance by Sub-User of any material term or condition of this Agreement.
  - ii. If the Sublicensee decides to discontinue use of the MACH software by state or local government public safety entities.

Upon termination of this Agreement, Sub-User shall cease using the MACH Software, and promptly return to Sublicensee all copies of the MACH Software, documentation, or other information provided by this agreement, including any modifications, or certify, in writing, that all materials have been destroyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized officers or representatives:

**Sublicensee:**

Wisconsin Department of Transportation

(Agency Name)

\_\_\_\_\_  
(Authorizing Official Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Sub-User:**

Oneida Police Department

(Agency Name)

\_\_\_\_\_  
(Authorizing Official Signature)

Eric Boulanger

(Print Name)

Chief of Police

(Title)

\_\_\_\_\_  
(Date)

Approve a limited waiver of sovereign immunity for contract # 2019-0039 Wisconsin State - Transportation TraCS Sublicense Agreement

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 27 / 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 a limited waiver of sovereign immunity for contract # 2019-0039 Wisconsin State - Transportation TraCS Sublicense Agreement.

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:

Attached for your review and approval is Wisconsin State – Transportation TraCS Sublicense Agreement.

This agreement requires your approval due to the limited waiver of sovereign immunity. The following is an excerpt from the legal review:

If OPD is required to complete EXHIBIT D (Third Party Agreement), this Exhibit D requires Business Committee approval prior to execution, pursuant to a waiver of immunity. Sec. 17.6 of Exhibit D is an Equitable Relief provision that allows for relief (injunction, specific performance, or any other remedy available) in the event of a breach of the agreement.

TraCS is the Traffic and Criminal Software mandated state-wide for crash and traffic submissions. It serves as a national model for the development of automated reporting systems for law enforcement. This software is used for sharing common data among forms and provides the capability of incorporating crash, citation, OWI and incident forms.

Due to this being a third party agreement, negotiating the waiver of the sovereign immunity is not likely. This is a specialized product and this software cannot be provided by another vendor and there is no cost associated with this agreement.

Your consideration to this request is appreciated.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: April D. Skenandore  
Police Department-Non Emergency

Use this number on future correspondence:

**2019-0039**

FROM: Kelly M. McAndrews, Senior Staff Attorney

Kelly M. McAndrews

Digitally signed by Kelly M. McAndrews  
Date: 2019.01.23 16:35:11 -06'00'

1-24-19 RJS

DATE: January 23, 2019

RE: Wisconsin State-Transportation TraCS Sublicense  
Agreement

Purchasing Department Use

✓

**Contract Approved**

**Contract Not Approved**

(see attached explanation)

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

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

- ✓ The document is in appropriate legal form. (*Execution is a management decision.*)
- ✓ If OPD is required to complete EXHIBIT D (Third Party Agreement), this Exhibit D requires Business Committee approval prior to execution, pursuant to a waiver of immunity. Sec. 17.6 of Exhibit D is an Equitable Relief provision that allows for relief (injunction, specific performance, or any other remedy available) in the event of a breach of the agreement.

If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be addressed along with the agenda review request and contract.

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity? This is a third party agreement, so this option is likely not available.
2. Were three bids obtained? If not, why not? Based on the nature of this product, this is not likely.
3. Was any other vendor willing to remove sovereign immunity issues? See above.
4. What is the cost of going to another vendor? See above.

**TraCS Sublicense Agreement**  
Wisconsin Department of Transportation  
(June, 2018 version)

This sublicense agreement ("Sublicense") is by and between Wisconsin Department of Transportation, an agency of the State of Wisconsin, with principal offices at 4822 Madison Yards Way, Madison, WI 53705-9100 ("Sublicensor") and the Oneida Police Department (Agency Name), an agency of the State of Wisconsin, with principal offices at 2783 Freedom Road, Oneida, WI 54155 (Agency Address) ("Sublicensee"), each a "Party," collectively the "Parties".

**RECITATIONS**

1. WHEREAS, Sublicensor has entered into an agreement with the Iowa Department of Transportation for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"), and TraCS Location Tool (TLT) ("collectively the "Licensed Software"); and
2. WHEREAS, Sublicensee is a governmental public safety agency within the Sublicensor's state; and
3. WHEREAS, pursuant to the terms and conditions of the Master Agreement, Sublicensor desires to grant to Sublicensee, and Sublicensee desires to receive a non-exclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: License Grant.**

- 1.1 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers under exclusive control of Sublicensee and used only by employees of Sublicensee.
- 1.2 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the "Licensed Mark") on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.

**Section 2: Term.**

- 2.1 This Sublicense shall commence and become effective as of the Effective Date and, unless terminated earlier in accordance with Section 3, shall remain in full force to the end of the current calendar year. The Sublicense shall then be automatically renewed on the first day of each new calendar year for a renewal term period of one year until this Agreement is terminated in accordance with Section 3.

**Section 3: Termination.**

3.1 This Sublicense may be terminated as follows:

3.1.1 by the Sublicensee at any time; or

3.1.2 by the Sublicensor at any time; or

3.1.3 when the Master Agreement is terminated.

3.1 This Sublicense automatically terminates at the termination of the Master Agreement. If automatic termination occurs pursuant to this Section 3.2, Sublicensee will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").

3.2 At the end of the Phase Out Period, Sublicensee shall immediately stop using the Licensed Software and promptly return to Sublicensor all copies of the Licensed Software or certify that all copies have been destroyed.

**Section 4: Software Updates**

4.1 From time to time, Sublicensor may provide updates to the Licensed Software to Sublicensee. These updates may be used by the Sublicensee under the same provisions as the original Licensed Software.

**Section 5: Intellectual Property**

5.1 The Sublicensee acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the Sublicensee for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary, Sublicensee shall hold said Intellectual Property in confidence. Under no circumstances shall Sublicensee, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. Sublicensee shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.

**Section 6: Disclaimer of Warranty**

6.1 The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose.

**Section 7: Limitation of Liability**

7.1 In no event shall the Iowa Department of Transportation or Sublicensor be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or Sublicensee's use or inability to use the Licensed Software.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly and duly authorized officers or representatives:

**Sublicensor:**

Wisconsin Department of Transportation  
(Agency Name)

\_\_\_\_\_  
(Authorizing Official Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Sublicensee:**

Oneida Police Department  
(Agency Name)

\_\_\_\_\_  
(Authorizing Official Signature)

Eric Boulanger  
(Print Name)

Chief of Police  
(Title)

\_\_\_\_\_  
(Date)

## TRACS LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") shall be effective on April 1, 2018 ("Effective Date") and is by and between the Iowa Department of Transportation, an agency of the State of Iowa, with principal offices at 6310 SE Convenience Blvd., Ankeny, Iowa 50021 ("Licensor") and the Department of Transportation, an agency of the State of Wisconsin, with principal offices at 4822 Madison Yards Way, Madison, WI and 53705 ("Licensee"), each a "Party," collectively the "Parties".

### RECITATIONS

1. WHEREAS, Licensor is the owner of intellectual property rights in certain software products protected by any and all laws of the United States and other countries known as "Traffic and Criminal Software" and documentation for the software ("TraCS Software");
2. WHEREAS, Licensor is the owner of intellectual property rights in certain related TraCS add-on products including a web browser based version known as "TraCS Web", a "Software Development Kit" ("SDK"), a geographic location tool known as "TraCS Location Tool" ("TLT") and documentation for the add-on products (collectively "Add-On Software");
3. WHEREAS, Licensor has trademark rights in the mark "TraCS" ("Licensed Mark") used on and in conjunction with the TraCS Software and the Add-On Software.
4. WHEREAS, Licensor is the organizer of an organization consisting of a consortium of United States and Canadian governmental entities known as the "National Model for the Statewide Application of Data Collection and Management Technology to Improve Highway Safety" ("National Model").
5. WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to receive, a nonexclusive, nontransferable license to use the object code version of the TraCS Software and certain Add-On Software, as identified in Exhibit A to this Agreement, (collectively "Licensed Software") and the Licensed Mark.
6. WHEREAS, Licensor desires to grant to Licensee, and Licensee desires to receive the right to permit other governmental public safety agencies within its state to make use of the object code version of the Licensed Software and the Licensed Mark.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### Section 1: License Grant

- 1.1 Licensors grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the object code version of the Licensed Software.
- 1.2 Licensors grants to Licensee, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use and sublicense the Licensed Mark on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.

## **Section 2: Sublicense**

- 2.1 Licensee may sublicense the object code version of the Licensed Software to other state and local government entities within the Licensee's state (each entity being a "Sublicensee") for use in carrying out governmental functions, provided that Licensee enters into an agreement with each Sublicensee using the agreement in Exhibit B to this Agreement or any other such agreement approved in writing by Licensors ("Sublicense Agreement"). Upon request by Licensors, Licensee shall provide Licensors with copies of each executed Sublicense Agreement.

Licensee will be solely responsible for ensuring compliance by the Sublicensee of the terms and conditions of the Sublicense Agreement. Should the Sublicensee breach any provision of the Sublicense Agreement, Licensee shall immediately notify Licensors of said breach, and make good faith and reasonable efforts to cure the breach. If said breach cannot be cured within 30 days of the breach, Licensee must terminate the Sublicense Agreement with Sublicensee. Should Licensee terminate the Sublicense Agreement, Licensee must comply with the termination procedures as outlined in the Sublicense Agreement including notifying Licensors of the breach and termination.

- 2.2 In the event Licensee enters into a Sublicense Agreement, Licensee shall not require or accept a fee in exchange for use of the Licensed Software.

## **Section 3: Term**

- 3.1 This Agreement shall commence and become effective as of the Effective Date and, unless terminated earlier in accordance with Section 5, shall remain in full force to the end of the current calendar year. The Agreement shall then be automatically renewed on the first day of each new calendar year for a renewal term period of one year until this Agreement is terminated in accordance with Section 5.

## **Section 4: Licensing Fee**

- 4.1 For the Licensed Software, the Licensee will pay a nonrefundable, annual Licensing Fee to Licensors. The annual Licensing Fee for the Licensed Software is determined by Licensors with input from all of the licensees of the Licensed Software that are National Model members and may be changed at the beginning of each term renewal. Licensors will notify Licensee of

changes in the annual Licensing Fee within sixty (60) days of the term renewal date.

4.2 The initial annual Licensing Fee and the due dates for payment of the Licensing Fee to Licensors are defined in Exhibit C of this Agreement.

## **Section 5: Termination**

5.1 This Agreement may be terminated as follows:

5.1.1 by the Licensee at any time; or

5.1.2 by the Licensors:

- a. for breach or nonperformance by Licensee of any material term or condition of this Agreement including not paying the annual Licensing Fee per Section 4; or
- b. if Licensors decide to terminate this Agreement for reasons other than breach or nonperformance by Licensee, Licensors will negotiate with Licensee terms for Licensee to continue to use and sublicense the Licensed Software for non-commercial purposes within the Licensee's state.

5.2 Upon termination of this Agreement, Licensee shall immediately stop using the Licensed Software and promptly return to Licensors all copies of the Licensed Software, including any Custom Modifications, or certify that all copies have been destroyed. Licensee shall also ensure all Sublicense Agreements are terminated. Licensee shall ensure all Third-Party Agreements, as defined in Section 11, are terminated as well.

5.3 Upon termination of this Agreement by Licensee, Licensee agrees to immediately pay any outstanding Licensing Fees due to Licensors per Section 4 regardless of the due dates defined in Exhibit C.

5.4 Upon termination of this Agreement, Licensee's membership in the National Model program as set forth in Section 6, will terminate along with all of the rights, benefits, and privileges that membership affords.

## **Section 6: National Model Membership**

6.1 During the term of this Agreement, Licensee shall be a member of the National Model program with all of the rights, benefits, and privileges that membership affords.

The National Model program mission, goals, policies, and procedures are contained in the National Model Business Plan. The National Model Business Plan may be changed from time to time by Licensors with input from all licensees that are National Model members.

Licensee agrees to abide by the policies and procedures of the National Model Business Plan throughout the term of this Agreement.

6.2 Sublicensees are not permitted membership in the National Model program.

### **Section 7: Software Support**

7.1 Licensee will develop its own technical and implementation resources for deployment, installation, training, and all other aspects for using the Licensed Software in its state.

7.2 Licensors will provide Licensee with limited technical support for the Licensed Software ("Limited Software Support") through Technology Enterprise Group, Inc. ("TEG") or other such contractor that Licensors chooses. This Limited Software Support will be provided only to Licensee's direct information technology and administration staff. Limited Software Support will not be provided to Sublicensees.

7.3 If the Limited Software Support provided by Licensors is not sufficient for Licensee's needs, Licensee may contract with TEG (or other such contractor selected by Licensors) for additional software support with the approval of the Licensors.

### **Section 8: Software Updates**

8.1 From time to time, Licensors may provide updates to the Licensed Software to Licensee. These updates may be used by the Licensee under the same provisions as the original Licensed Software.

### **Section 9: Forms**

9.1 Licensee shall have the right to use the Licensed Software to modify existing forms within the TraCS Software and create additional TraCS forms for use in connection with the Licensed Software ("Licensee Forms"). To the extent the Licensee Forms contain any Intellectual Property, as defined in Section 10.1, such Intellectual Property shall be jointly owned as per Section 10.2 between the Licensors and Licensee.

9.2 Licensee Forms shall encompass but not be limited to the following TraCS constructs used to holistically implement TraCS forms: forms, reports, validation rules, process flow rules, replicate rules, autopopulate rules, import rules, import/export instructions, communication instructions, analysis reports, data structures, supporting database tables, supporting custom DLL object and source code, and configuration and settings files.

### **Section 10: Intellectual Property**

10.1 The Licensors represents, and the Licensee acknowledges, that the Licensed Software contains Intellectual Property belonging to Licensors. This includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or

related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the Licensee for use as expressly authorized under this Agreement. The Licensee, any Sublicensee as defined in Section 2, or Third-Party as defined in Section 11 of this Agreement, provided with the Licensed Software agree to hold all Intellectual Property in confidence. Under no circumstances may the Licensee, Sublicensee or any Third-Party, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. Outside of the rights related to Licensee Forms, Licensor shall not modify or tamper with the Licensed Software source or object code. Any use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.

- 10.2 Any and all Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created under any Third Party agreement as defined in Section 11 or any Licensee Forms as defined in Section 9 ("Joint Intellectual Property"), will be the joint property of and the entire right, title and interest is hereby assigned jointly to Licensor and Licensee, and each party may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other. Each party hereby assigns and agrees to assign to the other party, or its designees, an undivided one-half of its full right, title and interest in and to all Joint Intellectual Property. Each party agrees that, during the term of this Agreement and subsequent to the completion or termination of this Agreement, they will, at the other party's request and expense, execute any and all applications for U.S and foreign patents, copyrights or other rights and otherwise provide assistance (including, but not limited to, the execution and delivery of instruments of further assurance or confirmation) to assign an undivided one-half interest in said Joint Intellectual Property to the other party and to permit the other party to enforce any patents, copyrights or other rights in and to said subject intellectual property. All copyrightable works that are created pursuant to performance under this Agreement shall be considered "works made for hire" as defined by U.S. Copyright Law.

#### **Section 11: Third-Party Use**

- 11.1 Licensee may make available the Licensed Software to a third-party for the purposes of providing installation and technical support to the Licensee and Licensee's Sublicensees, creating Licensee Forms for the Licensee and/or developing interfaces to integrate the Licensed Software with systems being used by the Licensee ("Third-Party"), provided that Licensee enter into an agreement with each Third-Party using the agreement in Exhibit D to this Agreement or any other such agreement approved in writing by Licensor ("Third-Party Agreement").

Licensee will provide a copy of the final executed Third-Party Agreement, including any Statements of Work there to, to Licensor within seven (7) business days of executing it. A copy of any renewals or amendments to the Third-Party Agreement, including any new

Statements of Work, shall be provided to Licensor within seven (7) business days of executing them.

- 11.2 Licensee shall ensure any documents and information relating to the Licensed Software provided to the Third-Party is returned and/or destroyed upon termination of the Third-Party Agreement, except for necessary records to the Third-Party.

Licensee will be solely responsible for ensuring compliance by the Third-Party with the Third-Party Agreement. Should the Third-Party breach any provision of the Third-Party Agreement, Licensee shall immediately notify Licensor of said breach. If said breach cannot be cured within the cure period, as detailed in the Third-Party Agreement, Licensee must terminate the Third-Party Agreement. Should Licensee terminate the Third-Party Agreement, Licensee must comply with the termination procedures as outlined in the Third-Party Agreement.

## **Section 12: Custom Modifications**

- 12.1 Upon request to Licensor, Licensee may seek modifications to the Licensed Software ("Custom Modifications"). Licensor, at its sole discretion, may or may not accept Licensee's proposed Custom Modifications to the Licensed Software. Licensee requests will be prioritized with other Custom Modifications sought by the Licensor and other Licensees that are members of the National Model. The Licensee shall be responsible for funding the cost of the Custom Modifications, and the Custom Modifications shall be made by Technology Enterprise Group, Inc. ("TEG") or other such software developers approved in writing by Licensor. Custom Modifications shall become integrated into the Licensed Software. To the extent the Custom Modifications contain any Intellectual Property, as defined in Section 10.1, any and all Intellectual Property shall be treated and fall within the scope of Section 10.1 of this Agreement. Additionally, all right, title and interest to any Custom Modifications shall be automatically assigned to Licensor, and made available royalty free to the Licensee as part of this Agreement.

## **Section 13: Limitation of Liability**

- 13.1 In no event shall Licensor be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement or Licensee's use or inability to use the Licensed Software.

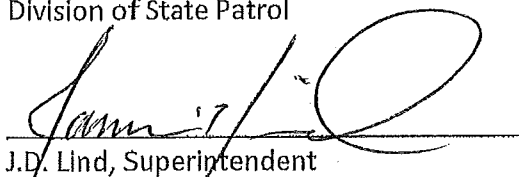
## **Section 14: Disclaimer of Warranty**

- 14.1 The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose.

IN WITNESS WHEREOF, both parties have caused this Agreement to be executed by their duly authorized representatives.

**Licensee:**

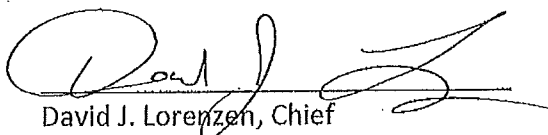
Wisconsin Department of Transportation  
Division of State Patrol

  
J.D. Lind, Superintendent

4/08/2018  
Date

**Licenser:**

Iowa Department of Transportation  
Office of Motor Vehicle Enforcement

  
David J. Lorenzen, Chief

APRIL 5, 2018  
Date

**EXHIBIT A**  
**Ad-On Software**

The Ad-On Software included in this agreement is:

☒ TraCS Web

☒ Software Development Kit ("SDK")

☒ TraCS Location Tool ("TLT")

**EXHIBIT B**  
**Sublicense Agreement**

This SUBLICENSE AGREEMENT ("Sublicense") shall be effective on [Date] \_\_\_\_\_ ("Effective Date") and is by and between [State Department] \_\_\_\_\_ ("Sublicensor") and [Other State or Local Government Entity] \_\_\_\_\_ ("Sublicensee"), each a "Party," collectively the "Parties".

**RECITATIONS**

1. WHEREAS, Sublicensor has entered into an agreement with the Iowa Department of Transportation for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"), and [Include Additional Add-On Software Licensed by Sublicensor Here] \_\_\_\_\_ ("collectively the "Licensed Software"); and
2. WHEREAS, Sublicensee is a governmental public safety agency within the Sublicensor's state; and
3. WHEREAS, pursuant to the terms and conditions of the Master Agreement, Sublicensor desires to grant to Sublicensee, and Sublicensee desires to receive a non-exclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: License Grant.**

- 1.1 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers under exclusive control of Sublicensee and used only by employees of Sublicensee.
- 1.2 Sublicensor grants to Sublicensee, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the "Licensed Mark") on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.

**Section 2: Term.**

- 2.1 This Sublicense shall commence and become effective as of the Effective Date and, unless terminated earlier in accordance with Section 3, shall remain in full force to the end of the

current calendar year. The Sublicense shall then be automatically renewed on the first day of each new calendar year for a renewal term period of one year until this Agreement is terminated in accordance with Section 3.

### **Section 3: Termination.**

3.1 This Sublicense may be terminated as follows:

3.1.1 by the Sublicensee at any time; or

3.1.2 by the Sublicensor at any time; or

3.1.3 when the Master Agreement is terminated.

3.2 This Sublicense automatically terminates at the termination of the Master Agreement. If automatic termination occurs pursuant to this Section 3.2, Sublicensee will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").

3.3 At the end of the Phase Out Period, Sublicensee shall immediately stop using the Licensed Software and promptly return to Sublicensor all copies of the Licensed Software or certify that all copies have been destroyed.

### **Section 4: Software Updates**

4.1 From time to time, Sublicensor may provide updates to the Licensed Software to Sublicensee. These updates may be used by the Sublicensee under the same provisions as the original Licensed Software.

### **Section 5: Intellectual Property**

5.1 The Sublicensee acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the Sublicensee for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary, Sublicensee shall hold said Intellectual Property in confidence. Under no circumstances shall Sublicensee, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. Sublicensee shall not modify or tamper with the Licensed Software source or object code. Any and all use of

the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.

#### Section 6: Disclaimer of Warranty

6.1 The Licensed Software is provided "as-is" and without any warranty of any kind, express or implied, including but not limited to, warranties of noninfringement, performance, merchantability, or fitness for a particular purpose.

#### Section 7: Limitation of Liability

7.1 In no event shall the Iowa Department of Transportation or Sublicensor be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or Sublicensee's use or inability to use the Licensed Software.

IN WITNESS WHEREOF, both Parties have caused this Sublicense to be executed by their duly authorized representatives.

**Sublicensor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Sublicensee:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**  
**Initial Annual Licensing Fee and Payment Due Dates**

The Licensing Fee for the initial term of the Agreement is \$ 79,000.

Payment by Licensee to Licensor of the Licensing Fee for the initial term of the Agreement is due as follows:

\$ 79,000 due by 03/01/2018.

\$ \_\_\_\_\_ due by mm/dd/yyyy.

The Licensing Fee for the first renewal term of the Agreement is \$ 79,000.

Payment of the Licensing Fee for renewal terms of the Agreement by Licensee to Licensor is due as follows on the month and day of the renewal term calendar year:

100 % of total due by 03/01.

\_\_\_\_\_% of total due by mm/dd.

Licensor will notify Licensee of changes in the annual Licensing Fee within sixty (60) days of the term renewal date. Changes in the Licensing Fee will be applied proportionally to the renewal term payment due dates above or as otherwise agreed upon by both parties in writing.

**EXHIBIT D**  
**Third-Party Agreement**

This THIRD-PARTY AGREEMENT ("Agreement"), dated as of [Date] \_\_\_\_\_ ("Effective Date"), is by and between [Name of State Agency] \_\_\_\_\_ ("Customer") and [Name of Contractor] \_\_\_\_\_, a [Contractor's State of Organization] \_\_\_\_\_ [Contractor's Entity Type] \_\_\_\_\_ ("Contractor"). Each of the Customer and Contractor is a "Party" and collectively, the "Parties."

**RECITATIONS**

1. WHEREAS, Customer has entered into a license agreement (the "Master Agreement") with the Iowa Department of Transportation ("Iowa DOT") to have access to and use the Iowa DOT's Traffic and Criminal Software ("TraCS") products (the "Licensed Software");
2. WHEREAS, as part of the Master Agreement, Customer has the ability to create customized forms to be used with the Licensed Software and develop interfaces to integrate the Licensed Software with systems being used by the Customer (collectively the "Forms and Interfaces");
3. WHEREAS, any Intellectual Property Rights and Confidential Information relating to the Licensed Software lies solely with the Iowa DOT;
4. WHEREAS, any Intellectual Property Rights relating to the Forms and Interfaces lies jointly with the Customer and the Iowa DOT;
5. WHEREAS, pursuant to provisions of the Master Agreement, Customer wishes to retain Contractor to provide the development and related services and work product relating to the Forms and Interfaces, and Contractor wishes to provide the same to Customer, each on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1: Definitions**

- 1.1 "Background Technology" means all Software, data, know-how, ideas, methodologies, specifications, and other technology in which Contractor owns such Intellectual Property Rights as are necessary for Contractor to grant the rights and licenses set forth in Section 1.1 and for Customer (including its licensees, successors, and assigns) to exercise such rights and licenses, without violating any right of any Third Party or any Law or incurring any payment obligation to any Third Party, and that: (a) are identified as background technology in any Statement of Work; and (b) were or are developed or otherwise acquired by Contractor prior

to the Effective Date, with respect to the Initial Statement of Work, or the date of Customer's request for additional Services, with respect to any other Statement of Work.

- 1.2 "Confidential Information" means any information that is treated as confidential by Customer and/or the Iowa DOT, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing, in each case to the extent it is: (a) if in tangible form, marked as confidential; or (b) otherwise, identified at the time of disclosure as confidential, and confirmed in writing by Customer and/or the Iowa DOT. Without limiting the foregoing, Confidential Information includes the Work Product, and the terms and existence of this Agreement. Confidential Information does not include information that Contractor can demonstrate by documentation: (w) was already known to Contractor without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of Customer and/or the Iowa DOT ; (x) was or is independently developed by Contractor without reference to or use of any of Iowa DOT's Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Contractor or any of its Representatives; or (z) was received by Contractor from a Third Party who was not, at the time, under any obligation to Customer and/or the Iowa DOT or any other Person to maintain the confidentiality of such information.
- 1.3 "Deliverables" means all Forms and Interfaces deliverables and all other documents, work product, and other materials that Contractor is required or otherwise does provide to Customer under this Agreement and otherwise in connection with any Services, including any and all items specifically identified as Deliverables in any Statement of Work.
- 1.4 "Documentation" means all user manuals, operating manuals, technical manuals, and any other instructions, specifications, documents, and materials, in any form or media, that describe the functionality installation, testing, operation, use, maintenance, support, and technical and other components, features and requirements of the Forms and Interfaces.
- 1.5 "Forms and Interfaces" has the meaning defined in the preamble of this Agreement.
- 1.6 "Harmful Code" means any: (a) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise deprive Customer of its lawful right to use such Forms and Interfaces.
- 1.7 "Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and

other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

- 1.8 "Licensed Materials" means all materials and information related to the Licensed Software, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of Customer in connection with this Agreement, whether or not the same: (a) are owned by Customer, the Iowa DOT, a Third Party or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.
- 1.9 "Services" means any of the services Contractor is required to or otherwise provides under this Agreement.
- 1.10 "Statement of Work" means any statement of work entered into by the Parties to effectuate the purpose of this Agreement, and shall detail work to be completed by Contractor for Customer.
- 1.11 "Third-Party Materials" means any materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, in which any person other than Customer or Contractor owns any Intellectual Property Right.
- 1.12 "Work Product" means all Forms and Interfaces and resulting documentation, specifications, Deliverables and other documents, work product and materials related thereto, that Contractor is required to, or otherwise does, provide to Customer hereunder, together with all ideas, concepts, processes, and methodologies developed in connection therewith whether or not embodied therein.

## **Section 2: Engagement of Contractor: Time of the Essence**

- 2.1 Engagement of Contractor. Customer hereby engages Contractor, and Contractor hereby accepts such engagement to develop the Forms and Interfaces and provide Services related thereto as described herein or otherwise requested by Customer from time to time and described in Statements of Work therefore, all on the terms and conditions set forth in this Agreement and such Statements of Work.
- 2.2 Time of the Essence. Contractor acknowledges that time is of the essence with respect to Contractor's obligations hereunder and agrees that prompt and timely performance of all such obligations in accordance with this Agreement and each Statement of Work is strictly required.

## **Section 3: Statements of Work**

- 3.1 Statements of Work. Contractor shall provide Services and Work Product pursuant to Statements of Work entered into as set forth herein. No Statement of Work shall be effective unless signed by duly authorized representatives of both parties. The term of each Statement of Work shall be as set forth therein or, if no term is specified, shall commence on the Parties full execution thereof and terminate when the parties have fully performed their obligations thereunder. Unless a Statement of Work expressly states otherwise, Customer shall have the right to terminate such Statement of Work as set forth in Section 13.3.

#### **Section 4: Forms and Interfaces**

- 4.1 Forms and Interfaces. Contractor shall design, develop, create, test, deliver, install, configure, integrate, customize and otherwise provide and make fully operational Forms and Interfaces as described in each Statement of Work on a timely and professional basis in accordance with all terms, conditions, and specifications set forth in this Agreement and such Statement of Work.
- 4.2 Forms and Interfaces Specifications. Contractor shall ensure all Forms and Interfaces comply with the specifications provided by Customer. Contractor shall provide all Forms and Interfaces to Customer in both object code and source code form.
- 4.3 Third Party Materials. To the extent Contractor uses Third Party Materials in the Forms and Interfaces, Contractor hereby grants to Customer and the Iowa DOT such rights and licenses with respect to the Third Party Materials that will allow Customer and the Iowa DOT to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever.

#### **Section 5: Documentation**

- 5.1 Documentation. Contractor shall provide Customer with complete and accurate Documentation for the Forms and Interfaces prior to or concurrently with the delivery of the Forms and Interfaces. All Documentation shall include all information necessary for the effective installation, testing, use, support and maintenance of the Forms and Interfaces. Should the Documentation include any Third-Party Materials, Contractor shall have, at its sole cost and expense, secured all rights, licenses, consents, approvals and authorizations necessary for use of the Third-Party Materials.

#### **Section 6: Subcontractors**

- 6.1 Subcontractors. Contractor shall not, without the prior written approval of Customer and Iowa DOT, engage any third-party to perform Services or create Work Product relating to the Forms and Interfaces. If Customer and Iowa DOT approve the use of a subcontractor, Contractor shall enter into an approved Subcontractor Agreement.

**Section 7: Testing by Contractor**

7.1 Testing by Contractor. Before delivering and installing any Forms and Interfaces, Contractor shall (1) test the Forms and Interfaces to confirm that it is fully operable and meets all applicable specifications and will function in accordance with the specifications as laid out in the Statement of Work; (2) ensure the Forms and Interfaces is free of Harmful Code, or if necessary, remedy any Harmful Code or non-confirming code; (3) prepare, test and, as necessary, revise any Documentation component of the Forms and Interfaces to confirm it is complete and accurate and conforms to all requirements of this Agreement. Customer shall have the right to be present for all pre-installation testing. Contractor shall give Customer at least fourteen days notice prior to such testing.

**Section 8: Delivery and Installation**

8.1 Delivery. Contractor shall deliver each Deliverable prior to the delivery date set forth in the Statement of Work , including complete Documentation and source code.

**Section 9: Training: Maintenance and Support**

9.1 Training. With respect to all Forms and Interfaces, Contractor shall provide Customer with necessary training to enable Customer to use the Forms and Interfaces, as set forth in the Statement of Work.

9.2 Maintenance and Support. With respect to all Forms and Interfaces, Contractor shall provide Customer with agreed upon maintenance and support services as agreed upon and set forth in the Statement of Work.

**Section 10: Fees**

10.1 Fees. Fees shall be paid in accordance with the requirements as set forth in the Statement of Work.

**Section 11: Intellectual Property Rights**

11.1 Ownership of Work Product. The Iowa DOT and Customer are owners of all right, title and interest in and to all Work Product, including all Intellectual Property Rights therein. In furtherance of the foregoing:

(a) Contractor shall create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any Work Product or Intellectual Property Right therein does not qualify as, or otherwise fails to be, work made for hire, Contractor shall, and hereby does:

(i) assign, transfer, and otherwise convey to Customer and Iowa DOT, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein; and

(ii) irrevocably waive any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Work Product.

11.2 Further Actions. Contractor shall take all appropriate action and execute and deliver all documents, necessary or reasonably requested by Customer or the Iowa DOT to effectuate any of the provisions or purposes of Section 11.1, or otherwise as may be necessary or useful for the Iowa DOT to prosecute, register, perfect, record, or enforce its rights in or to any Work Product or any Intellectual Property Right therein. Contractor hereby appoints Iowa DOT as Contractor's attorney-in-fact with full irrevocable power and authority to take any such actions and execute any such documents if Contractor refuses, or within a period deemed reasonable by Iowa DOT otherwise fails, to do so.

11.3 Background Technology. Contractor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Background Technology, including all Intellectual Property Rights therein, subject to the license granted in Section 12.1.

11.4 Licensed Materials. Iowa DOT and its licensors, including Customer, are and will remain the sole and exclusive owners of all right, title, and interest in and to the Licensed Materials, including all Intellectual Property Rights therein. Contractor shall have no right or license to, and shall not, use any Licensed Materials except solely during the term of the Statement of Work for which they are provided to the extent necessary to perform the Service and provide the Work Product to Customer. All other rights in and to the Licensed Materials are expressly reserved by the Iowa DOT.

## Section 12: Licenses

12.1 Background Technology License. Contractor hereby grants to Customer and the Iowa DOT such rights and licenses with respect to the Background Technology that will allow Customer and the Iowa DOT to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Work Product, to the same extent as if owned by the Iowa DOT the Background Technology, without incurring any fees or costs to Contractor or any other Person in respect of the Background Technology. In furtherance of the foregoing, such rights and licenses shall:

(a) be irrevocable, perpetual, fully paid-up, and royalty-free;

(b) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the Background Technology, including all such

modifications, improvements, and derivative works thereof[, solely as part of, or as necessary to use and exploit, the Work Product; and

(c) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Work Product or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Work Product or portion, modification, improvement or derivative work thereof.

Contractor reserves all rights in the Background Technology not expressly granted to Customer herein.

12.2 Licensed Software. The Iowa DOT hereby grants to Contractor the limited, royalty-free, non-exclusive right and license to the Licensed Software solely as necessary to incorporate such Licensed Software into, or otherwise use such Licensed Software in connection with creating, the Work Product. The term of such license shall commence upon Customer's delivery of the Licensed Software to Contractor, and shall terminate upon Customer's acceptance or rejection of the Work Product to which the Licensed Software relates. Subject to the foregoing license, the Iowa DOT reserves all rights in the Licensed Materials. Licensed Software shall be deemed Confidential Information belonging solely to Iowa DOT.

### Section 13: Term

13.1 Term. The Term of this Agreement commences as of the Effective Date and, unless this Agreement is terminated earlier pursuant to any of the express provisions below, will continue in effect until all Statements of Work are complete and the Forms and Interface Deliverables have been delivered to Customer.

13.2 Renewal. Following expiration of the Term, Customer may renew this Agreement for additional successive terms by providing the Contractor with an additional Statement of Work.

13.3 Termination.

(a) Customer may terminate, at any time without cause, and without incurring any additional obligation, liability or penalty:

(i) This Agreement, by written notice to Contractor;

(ii) any Statement of Work by providing at least fourteen (14) days prior written notice to Contractor.

(b) Either party may terminate this Agreement and any outstanding Statement[s] of work, effective upon written notice to the other party, if the other party breaches this Agreement or such Statement[s] of Work and such breach:

- (i) Is incapable of cure; or
- (ii) being capable of cure, remains uncured fourteen (14) days after the breaching party receives written notice thereof.

(c) Either party may terminate this Agreement and all Statements of Work by written notice to the other party if the other party:

- (i) becomes insolvent or admits inability to pay its debts.

(d) This Agreement automatically terminates in the event the Master Agreement between Customer and the Iowa DOT terminates. Upon such termination, Customer shall pay fees as set forth of the Statements of Work.

#### 13.4 Effect of Expiration or Termination.

(a) Upon any expiration or termination of any Statement of Work:

(i) Contractor shall (A) with respect to termination of a Statement of Work, promptly deliver to Customer all Work Product generated by Contractor under such Statement of Work (whether complete or incomplete); (B) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate service provider, and (C) on a pro rata basis, repay all amounts, if any, paid in advance for any Services or Work Product that have not been provided.

(ii) All licenses granted to Contractor in the Customer Materials with respect to such Services or Statement of Work shall immediately and automatically also terminate, and Contractor shall promptly return to Customer all Licensed Materials not required by Contractor for continuing Statement of Work hereunder, if any.

(iii) Contractor shall (A) return to Customer all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on Confidential Information, (B) permanently erase any Confidential Information from its computer systems and (C) certify in writing to Customer that it has complied with the requirements of this section, in each case to the extent such materials are not required by Contractor for continuing Statement of Work hereunder, if any.

(b) If Customer terminates any Statement of Work, Customer shall be relieved of any obligation to pay any fees thereunder and Contractor shall promptly refund to Customer all fees previously paid in respect thereof. In such event, the Iowa DOT shall not retain any rights in or to the Deliverables thereunder other than Licensed Materials.

13.5 Survival. The rights and obligations of the parties set forth in this Section and Section 11, 15, 16, any right or obligation of the parties in this Agreement, which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

#### **Section 14: Representations and Warranties**

##### **14.1 Mutual Representations and Warranties.**

Each Party represents and warrants to the other Party that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) It has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary [corporate/organizational] action of the party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms

##### **14.2 Additional Representations and Warranties. Contractor represents and warrants that:**

(a) It is in compliance with, and will perform all Services in compliance with, all applicable Law;

(b) The Iowa DOT will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind;

(c) All Work Product, including all updates, upgrades, new versions, new releases, enhancements, improvements, and other modifications thereof, but excluding Licensed Materials and approved Third-Party Materials, is or will be the original creation of Contractor; and

(d) As delivered, installed, specified, or approved by Contractor and used by Customer or any third party authorized by Customer, in accordance with this Agreement, the Work Product (excluding Licensed Materials): (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and (ii) will comply with all applicable Laws.

## **Section 15: Indemnification**

15.1 General Indemnification. Contractor shall defend, indemnify, and hold harmless Customer and/or the Iowa DOT officers, directors, employees, agents, successors, and assigns (each, a "Customer/Iowa DOT Indemnitee") from and against all any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers that are incurred by a Customer Indemnitee ("Losses") arising out of or resulting from any third party claim, suit, action, or proceeding (each, an "Action") that arises out of or results from:

(a) Contractor's breach of any representation, warranty, covenant, or obligation of Contractor under this Agreement; or

(b) any action or failure to take a required action or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or activity required by or conducted in connection with this Agreement by Contractor in connection with performing Services under this Agreement.

## 15.2 Infringement Remedy.

(a) If any Software or any component thereof, other than Customer Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor shall, at Contractor's sole cost and expense:

(i) procure for Customer the right to continue to use such Software or component thereof to the full extent contemplated by this Agreement; or

(ii) modify or replace the materials that infringe or are alleged to infringe ("Allegedly Infringing Materials") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

## **Section 16: Confidentiality**

16.1 Obligation of Confidentiality. Contractor acknowledges that in connection with this Agreement Contractor will gain access to Confidential Information of Customer and/or the Iowa DOT. As a condition to being furnished with Confidential Information, Contractor agrees, during until the information disclosed is no longer considered Confidential Information pursuant to this Agreement:

(a) not use the Confidential Information other than as strictly necessary to perform its obligations under this Agreement;

(b) not use any of the Confidential Information, directly or indirectly, in any manner to the detriment of Customer and/or the Iowa DOT or to obtain any competitive benefit with respect to Customer and/or the Iowa DOT; and

(c) maintain the Confidential Information in strict confidence and, subject to not disclose the Confidential Information without the Iowa DOT's prior written consent], provided, however, that the Contractor may disclose the Confidential Information to its Representatives who: (i) have a "need to know" for purposes of Contractor's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement; (ii) have been apprised of this restriction; and (iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section 16, provided, further, that Contractor shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives, of this Section 16.

Contractor shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Confidential Information from use or disclosure other than as permitted hereby.

#### Section 17: Miscellaneous

17.1 Further Assurances. Upon a party's reasonable request, the other party shall, at such other party's sole cost and expense, promptly execute all such further documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

17.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor: [CONTRACTOR ADDRESS]  
Facsimile:[FAX NUMBER]  
[E-mail:[NOTICES CONTACT'S E-MAIL ADDRESS]]  
Attention:[NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

If to Customer: [CUSTOMER ADDRESS]

Facsimile:[FAX NUMBER]

[E-mail:[NOTICES CONTACT'S E-MAIL ADDRESS]]

Attention:[NAME AND TITLE OF OFFICER TO RECEIVE NOTICES]

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile [or e-mail] ([in each case, ]with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fourteen day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

17.3 Entire Agreement. This Agreement, together with all Schedules and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

17.4 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing\ and signed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.5 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

17.6 Equitable Relief. Each party acknowledges that a breach by a party of Section 11 (Intellectual Property Rights; Ownership) or Section 16 (Confidentiality) may cause the non-breaching party immediate and irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including in the form of orders for preliminary or permanent injunction, specific performance, and any other relief

that may be available from any court. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement, at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

17.7 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and court costs from the non-prevailing party.

**Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approve a limited waiver of sovereign immunity - Wisconsin State Agriculture, Trade & Consumer Protection  
**Oneida Business Committee Agenda Request**

1. Meeting Date Requested: 2 / 27 / 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:

Please approve this waiver of sovereign immunity.

3. Supporting Materials

☐ Report ☐ Resolution ☒ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor: William Vervoort, Integrated Food Systems Coordinator  
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 waive sovereign immunity for the Wisconsin Industrial Hemp Pilot Program Grower Application and State of WI Dept of Agriculture, Trade and Consumer Protection Industrial Hemp Research Agreement.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: William Vervoort  
Community Integrated Food Systems

FROM: Krystal L. John, Staff Attorney

Use this number on future correspondence:

**2019-0064**

**Krystal L. John** Digitally signed by Krystal L. John  
Date: 2019.02.13 09:59:02 -06'00'

DATE: February 13, 2019

RE: Wisconsin State-Agriculture, Trade & Consumer  
Protection

Purchasing Department Use

\_\_\_\_\_ **Contract Approved**

\_\_\_\_\_ **Contract Not Approved**

(see attached explanation)

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*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 ¶ 5, 10, 17, and 26 of the Industrial Hemp Research Agreement which contain waivers of sovereign immunity. If this contract is submitted to the Oneida Business Committee for approval of a limited waiver of sovereign immunity, the following information should be submitted along with the agenda review request and contract.
  1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?
  2. Were three bids obtained? If not, why not?
  3. Was any other vendor willing to remove sovereign immunity issues?
  4. What is the cost of going to another vendor?
- ✓ Please note that I advise requesting that in section 17, "local" is replaced with "Oneida tribal," so that the waiver is limited to the state's regulatory requirements and enforcement actions and does not potentially include local municipalities within the Nation's boundaries. I have emailed the request to the state's attorney and am awaiting a response. I would advise forwarding for a waiver request while the question is pending in order to meet your timeline.

# Memo

**To:** Oneida Business Committee  
**From:** Oneida Environmental Health and Safety  
**Date:** February 19, 2019  
**Subject:** Industrial Hemp Growing License

RE: Department of Agriculture, Trade & Consumer Protection (DATCP) contract/license

1. Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity? **This contract is actually a license application to grow Industrial Hemp. The main issue of "Local Jurisdiction" in section 17 has been replaced with "Oneida Nation" which was approved by DATCP.**
2. Were three bids obtained? If not, why not? **Three bids were not obtained, but this contract is not to purchase goods or services, but rather a license to grow.**
3. Was any other vendor willing to remove sovereign immunity issues? **The State of Wisconsin is the only avenue for getting said license. There are no other vendors available to get this growing license.**
4. What is the cost of going to another vendor? **It is impossible to go to another vendor, for this is a State license and as such, the State of Wisconsin in particular DATCP is the only venue for getting said license.**

ARM-PI-561.docx (rev 09/18)



WI Department of Agriculture, Trade and Consumer Protection  
 Division of Agricultural Resource Management  
 Bureau of Plant Industry  
 Box 93598, Milwaukee WI 53293-0598  
 Phone: (608) 224-4504 Fax: (608) 224-4656

☐ New License

☒ Existing License

Existing license Number: 471979-HG

## Wisconsin Industrial Hemp Pilot Program Grower Application

(Wis. Stat. §94.55 Wis. Admin. Code ATCP 22)

For the registration period ending December 31, 2018. For initial license application and 2019 annual registration

SECTION 1 - BUSINESS AND CONTACT INFORMATION				
LEGAL NAME OF APPLICANT(S) Oneida Nation		PHONE (Primary): (920) 496-5649	PHONE (Alternate): (920) 819-1933	
APPLICANT TYPE - CHECK ONE				
<input type="checkbox"/> Individual / Sole Proprietor		<input checked="" type="checkbox"/> Legally Formed Business Entity - State of Formation (please specify): Native American Tribe		
DOING BUSINESS AS NAME OR TRADE NAME Oneida Nation		APPLICANT E-MAIL wvervoort@oneidanation.org	FAX: (920) 496-7896	
NAME OF OPERATIONS MANAGER (NOTE: Background Check Required) William Peter Ver Voort		OPERATIONS MANAGER E-MAIL wvervoort@oneidanation.org	PHONE (Operations Manager): (920) 954-9809	
OPERATIONS MANAGER ADDRESS N3544 County Road C		CITY Appleton	STATE WI	ZIP 54913
BUSINESS HEADQUARTERS COUNTY Outagamie County				
BUSINESS HEADQUARTERS ADDRESS N7210 Seminary Road		CITY Oneida	STATE WI	ZIP 54155
MAILING ADDRESS (if different than business headquarters address)		CITY	STATE	ZIP
SECTION 2 - SUMMARY INFORMATION				
ARE YOU PLANNING TO GROW INDUSTRIAL HEMP IN 2019?				
<input checked="" type="checkbox"/> Yes (please complete information below and submit an initial application fee plus an annual registration fee)				
<input type="checkbox"/> No (submit initial application fee only, no annual registration fee is required)				
SECTION 3 - INDUSTRIAL HEMP FIELD / GREENHOUSE LOCATION(S)				
(If you have more than two locations, please use additional sheets for the location information and attached maps.)				
FIRST FIELD / GREENHOUSE LOCATION				
LOCATION NAME Field #1		COUNTY Outagamie	TOWN OR MUNICIPALITY Oneida	
STREET ADDRESS OR NEAREST ROAD IF NO ADDRESS: Olson Road		CITY Oneida	STATE WI	ZIP 54155
FIELD OR GREENHOUSE CENTER GPS POINT (Latitude and Longitude, in decimal degrees): 44.562 - 88.213			ACREAGE (convert greenhouse sq. ft. to acres using 43,560 sq. ft. = 1 acre) 21.2	
EXACT ROAD DIRECTIONS TO FIELD OR GREENHOUSE (i.e., from a major intersection) See attached map				
PLEASE SPECIFY TYPE OF PROPERTY: FIELD <input checked="" type="checkbox"/> / GREENHOUSE <input type="checkbox"/>				
PLEASE SPECIFY WHETHER YOU OWN <input type="checkbox"/> OR LEASE <input checked="" type="checkbox"/> THIS PROPERTY (please fill in owner information below if leased)				
NAME OF PROPERTY OWNER (if different from Applicant): Oneida Nation		PROPERTY OWNER PHONE: 920-869-4590	PROPERTY OWNER EMAIL: Ppelky1@oneidanation.org	
SECOND FIELD / GREENHOUSE LOCATION				
LOCATION NAME Field #2		COUNTY Outagamie	TOWN OR MUNICIPALITY Oneida	
STREET ADDRESS OR NEAREST ROAD IF NO ADDRESS: Olson Road		CITY Oneida	STATE WI	ZIP 54155
FIELD OR GREENHOUSE CENTER GPS POINT (Latitude and Longitude, in decimal degrees): 44.558 - 88.212			ACREAGE (convert greenhouse sq. ft. to acres using 43,560 sq. ft. = 1 acre) 9.7	
EXACT ROAD DIRECTIONS TO FIELD OR GREENHOUSE (i.e., from a major intersection) See attached map				
PLEASE SPECIFY TYPE OF PROPERTY: FIELD <input checked="" type="checkbox"/> / GREENHOUSE <input type="checkbox"/>				
PLEASE SPECIFY WHETHER YOU OWN <input type="checkbox"/> OR LEASE <input checked="" type="checkbox"/> THIS PROPERTY (please fill in owner information below if leased)				
NAME OF PROPERTY OWNER (if different from Applicant): Oneida Nation		PROPERTY OWNER PHONE: 920-869-4590	PROPERTY OWNER EMAIL: Ppelky1@oneidanation.org	

**SECTION 4 - APPLIED RESEARCH**

Are you affiliated with a college or university?

☒ Yes (please name the institution): *UW - Green Bay* ☐ No

Have you grown or processed industrial hemp in another state's pilot program?

☐ Yes (please specify which state(s)): ☒ No**APPLIED RESEARCH DESCRIPTION (check all that apply):**

- |   |   |  |   |
|---|---|--|---|
| <input checked="" type="checkbox"/> Nutrient Inputs                             | <input checked="" type="checkbox"/> General Agronomy (precipitation, GDD, etc.) | <input checked="" type="checkbox"/> Storage                    | <input type="checkbox"/> Soils          |
| <input checked="" type="checkbox"/> Harvesting Techniques, Equipment and Timing | <input type="checkbox"/> Ornamentals  | <input type="checkbox"/> Food Products                         | <input type="checkbox"/> Animal Feed    |
| <input checked="" type="checkbox"/> Planting Techniques, Equipment and Timing   | <input checked="" type="checkbox"/> Grain Markets                               | <input type="checkbox"/> Fiber Markets                         | <input checked="" type="checkbox"/> CBD |
| <input type="checkbox"/> Variety Trials   | <input checked="" type="checkbox"/> Markets for the replication of seeds        | <input type="checkbox"/> Floral Markets                        |   |
| <input checked="" type="checkbox"/> Insects, Diseases, and Weeds                | <input type="checkbox"/> Other (please explain):                                | <input type="checkbox"/> Markets for vegetative planting stock |   |

☒ Crop Rotations

\*Applicant is solely responsible for determining the legal status of the industrial hemp use (e.g. industrial hemp is not permitted in commercial animal feed)

**RESEARCH SUMMARY (please provide an overall summary of the hemp research you are conducting below, attach additional pages if needed):**

See attached

**APPLIED RESEARCH AGREEMENT**

Additional terms and conditions for the Grower License are specified in the research agreement. Instructions for submitting the research agreement will be sent to the applicant upon receipt of this application form.

**PROCESSING INFORMATION (check all that apply):**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Will process own hemp on site (processor license not required) | <input type="checkbox"/> Will accept other growers' hemp to process (processor license required) |
| <input type="checkbox"/> Unknown at this time  | <input type="checkbox"/> Will send to offsite licensed processor (please name if known):         |

**SECTION 5 - LICENSE FEE / REGISTRATION FEE AND CALCULATION**

Based on the definitions below, please complete the license fee table. Mark the correct fee for your initial application fee/license, as well as an annual registration IF you intend to grow hemp in 2018. See Wis. Admin. Code ATCP 22.

**DEFINITIONS:****Industrial Hemp Grower** - Plants, grows, or cultivates industrial hemp in Wisconsin.**Total Acreage** - Total hemp acreage for ALL fields and greenhouse acres (as converted from square footage).**Research Agreement** - This document must be completed and signed by the department and applicant and submitted at the time of application. The Research Agreement is required for an Annual Registration. Instructions for submitting your Research Agreement will be sent to the Applicant upon receipt of this application form.**Background Check Form** - For NEW applicants, this form must be completed by the Applicant if the Applicant is an Individual or by the Operations Manager if the Applicant is a Business. Current licensees who are businesses who need to change their Operations Manager must complete this form. Instructions for submitting the Background Check Form will be sent to the Applicant upon receipt of this application form.**TABLE 1) Industrial Hemp Grower Initial Application Fee**

TOTAL ACREAGE	FEE	
0 - 30 acres	\$150	
31 -199 acres	\$5/acre	X
200 acres or more	\$1,000	

**TABLE 2) Industrial Hemp Grower Annual Registration Fee**

ANNUAL REGISTRATION	FEE	
Only Remit If Growing in the Current Year	\$350	

**NOTE:** The Initial Application Fee for Industrial Hemp Growers is non-refundable and required of ALL applicants, regardless of whether or not a license is issued. For more information about the industrial hemp program, visit our website: [https://datcp.wi.gov/Pages/Programs\\_Services/IndustrialHemp.aspx](https://datcp.wi.gov/Pages/Programs_Services/IndustrialHemp.aspx)

FEE AMOUNT FROM TABLE 1 ABOVE \$155.00

FEE AMOUNT FROM TABLE 2 ABOVE \$350.00

MAKE CHECK PAYABLE TO: **WDATCP**

MAIL APPLICATION AND CHECK TO:

WDATCP  
BOX 93598  
MILWAUKEE, WI 53293-0598

**INSTRUCTIONS FOR SUBMITTING YOUR BACKGROUND CHECK FORM AND/OR 2019 RESEARCH AGREEMENT WILL BE SENT TO APPLICANT UPON RECEIPT OF THIS APPLICATION FORM.**

LICENSE &amp; REGISTRATION FEE TOTAL \$505.00

I CERTIFY ALL THE INFORMATION THAT I PROVIDE ON THIS FORM TO BE TRUE AND ACCURATE.

William VanVleet, Farm Systems Coordinator

TYPE/PRINT NAME OF APPLICANT AND TITLE

APPLICANT SIGNATURE

DATE

All applicants must comply with all applicable federal, state and local laws. It is the responsibility of the applicant to understand and comply with all federal and state regulations. Personal information that you provide may be used for purposes other than that for which it was originally collected (§15.04 (1)(m) Wis. Stats.).

STATE OF WISCONSIN  
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION  
INDUSTRIAL HEMP RESEARCH AGREEMENT

This Research Agreement is made between the Department of Agriculture, Trade and Consumer Protection (Department) and the Industrial Hemp Pilot Program Licensed Grower or the Industrial Hemp Pilot Program Licensed Processor, (hereinafter referred to as the "Licensee").

The Department is authorized under Wis. Stat. 94.55, and Wis. Admin. Code ch. 22 to implement an industrial hemp pilot program (Pilot Program). The Department has the authority to partner with persons to grow and process industrial hemp in Wisconsin.

The Licensee hereby agrees to the following upon the Department issuing a Grower or Processor License and Annual Registration:

1. The Licensee shall act as a researcher in connection with the Pilot Program.
2. The Licensee's authority to conduct research under the Pilot program shall commence on the date of signature by the Department and expire on December 31 of the same year.
3. The Licensee shall strictly adhere to the Research Agreement, Wis. Admin. Code ch. 22, and Wis. Stat. § 94.55.
4. The Department shall have the right to monitor compliance by, among other things, conducting inspections pursuant to Wis. Admin. Code § ATCP 22.08. The Licensee agrees to provide information reasonably requested by the Department to verify compliance with this Research Agreement, Wis. Admin. Code ch. ATCP 22, Wis. Stat. § 94.55, and any other local, state, and federal laws.
5. At all times during the term of this Research Agreement, and with respect to any of the obligations surviving the expiration, the Licensee shall remain responsible for the performance of this Research Agreement. If requested by the Department, the Licensee shall present evidence of its continuing legal authority to do business in Wisconsin, compliance with this Research Agreement, Wis. Admin. Code ch. 22, and Wis. Stat. § 94.55.
6. The Licensee represents and affirms that the Licensee has not been convicted of any criminal violation of the Controlled Substances Act under 21 USC 801 to 971, the Uniform Controlled Substances Act under ch. 961, or any controlled substances law of another state, and consents to the Department's background check. If at any time after the issuance of a license, the Licensee is convicted of any criminal violation of the aforementioned laws, the Licensee must report the conviction to the Department within 10 days of the conviction.
7. In the event there is a change in the application information provided to the Department, the Licensee shall be responsible for requesting an amendment to its license under Wis. Admin. Code § ATCP 22.03 (7).

For DATCP Use Only: License No. \_\_\_\_\_

8. The Licensee, notwithstanding any subcontracting, shall remain responsible and liable for all activities performed by any subcontractor or under any subcontract with respect to the Pilot Program. The Licensee is responsible and liable for all activities performed by its employees.

9. It is understood and agreed that the legal status of the Licensee, its employees, agents, partners, or subcontractors is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of Wisconsin, and therefore, are not entitled to any of the benefits associated with such employment or designation.

10. The Licensee shall submit all reports as required in Wis. Admin. Code § ATPC 22.05. The reports shall include the following:

A. Planting Report (Licensed Grower Only): Seed or clone source, seed or clone planted, seed or clone variety, number of acres planted or greenhouse square footage planted, primary intended purpose of the crop, date(s) planted, anticipated harvest date(s), quantity of seed or transplants remaining after planting, and what will be done with any remaining seed or transplants (i.e. stored, destroyed, etc.). The Planting Report shall be submitted by July 1 of the growing year or no later than 30 days following planting, whichever is earlier.

B. Final Production Report (Licensed Grower Only): Soil prep and planting, any weed or pest issues, fertilizer and pesticide applications, harvesting, drying, processing, final production quantity, processor who received hemp, and final use of industrial hemp produced. The Final Production Report shall be submitted by December 15 of the growing year.

C. Processing Report (Licensed Processors Only): Total quantity of industrial hemp received, a list of the quantity and license number for each transfer of industrial hemp from a Licensee, and a description of all intended markets for the industrial hemp processed. The Final Production Report shall be submitted by December 15 of the growing year.

11. The Department shall have a perpetual right to use the data and materials required to be reported to the Department with respect to the Pilot Program.

12. Information submitted to the Department may be confidential under Wis. Stat. § 94.55(2)(b)5. The Department is required by law to provide information collected under the Pilot Program to a law enforcement agency or law enforcement officer.

13. The Licensee represents that it is aware of the federal and state laws governing industrial hemp and the industrial hemp pilot program.

14. The Licensee acknowledges that industrial hemp is currently listed under 21 U.S.C. § 801 et seq. as a Schedule 1 Controlled Substance, that the federal regulatory environment surrounding industrial hemp may be in transition and that certain aspects of the law relating to industrial hemp are subject to differing interpretations and that possession of industrial hemp outside the terms of this Research Agreement, Wis. Admin. Code ch. 22 and Wis. Stat. § 94.55, may constitute a violation of state and federal law, and, that anyone in violation may be subject to local, state, and federal prosecution.

15. The Licensee consents to the forfeiture and destruction, without compensation, of hemp material found by the Department to have a measured delta-9 THC content of more than 0.3% on a dry weight basis.

16. The Licensee acknowledges the inherent risk associated with participation in a research program focusing on a new crop. By entering into this Research Agreement and planting industrial hemp, the Licensee assumes and bears sole responsibility for financial or other losses that may result from the Licensee's choice to participate as a researcher under the Industrial Hemp Pilot Program.

17. The Licensee shall abide by all <sup>Oneida Nation</sup> local, state, and federal laws applicable to the growing or processing of industrial hemp.

18. The Licensee represents that it has sought whatever legal or other advice it believes to be appropriate and is not relying on the Department's granting a license or any other statement or conduct by the Department in evaluating any legal or other risk to which the Licensee may be exposed by participating in the industrial hemp pilot program.

19. The Department, at its sole discretion, reserves the right to suspend or terminate any or all activities under this Research Agreement if it discovers information that the Licensee has failed to abide by the terms of this Research Agreement, Wis. Admin. Ch. 22, or Wis. Stat. § 94.55. The Department may also suspend or terminate this Research Agreement if the authority for the Department to perform the industrial hemp pilot program is altered or terminated by legislative, judicial, or executive action. In the event of a suspension, the Licensee shall be given written notice outlining the reason for the suspension. The Licensee shall comply with the terms of a suspension or termination until such time as the Department issues a written notice authorizing the resumption of performance under the Research Agreement.

20. In no event shall any suspension or termination by the Department constitute or be deemed a breach of contract, and, therefore, no liability shall be incurred by or arise against the State, its officers or employees for actual losses, anticipated lost profits and any other damages.

21. The Licensee may terminate this Agreement by providing written notice to the Department. If this Agreement is terminated by either the Licensee or the Department, the Licensee shall be responsible for harvesting or destroying its industrial hemp as directed by the Department.

22. The Licensee shall be fully liable for the actions of its employees, agents, partners, or subcontractors and shall fully defend, indemnify, and hold harmless the State, its officers, and employees from suits, actions, proceedings, claims, losses, damages, and costs of every name and description relating to any and all accidents, personal injury and damage to real or personal tangible property caused by any intentional act or negligence of the Licensee, or its employees acting within the scope of their employment, agents, partners and subcontractors in connection with this Research Agreement, without limitation; provided, however, that the Licensee shall not be obligated to indemnify the State, its officers, or employees for any claim, loss, damage, or cost arising from this Research Agreement to the extent caused by the negligent act, failure to act, gross negligence, or willful misconduct of the State, its officers, or employees.

23. This Research Agreement is not assignable.
24. Any notice or communication required hereunder shall be in writing and shall be deemed duly served as of the date it is delivered by hand or three business days after having been mailed by certified mail.
25. In the event that any one or more of the provisions of this Research Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will have no effect on the validity of the remainder of this agreement, which shall then be construed as if such unenforceable provision had never been written or contained in this Research Agreement.
26. The provisions of Paragraphs 8, 9, 11, 12, 22, and 25 of this Research Agreement shall remain enforceable following its expiration, suspension, or termination. The Licensee shall maintain compliance with Wis. Admin. Ch. 22 and Wis. Stat. § 94.55.
27. This Research Agreement may not be changed, modified or altered in any manner except by an instrument in writing executed by the Department and the Licensee.

The persons signing this agreement represent and warrant that they are duly authorized to sign on behalf of the respective parties.

**Applicant**

By: William VerVout Date: \_\_\_\_\_

For: Oneida Nation

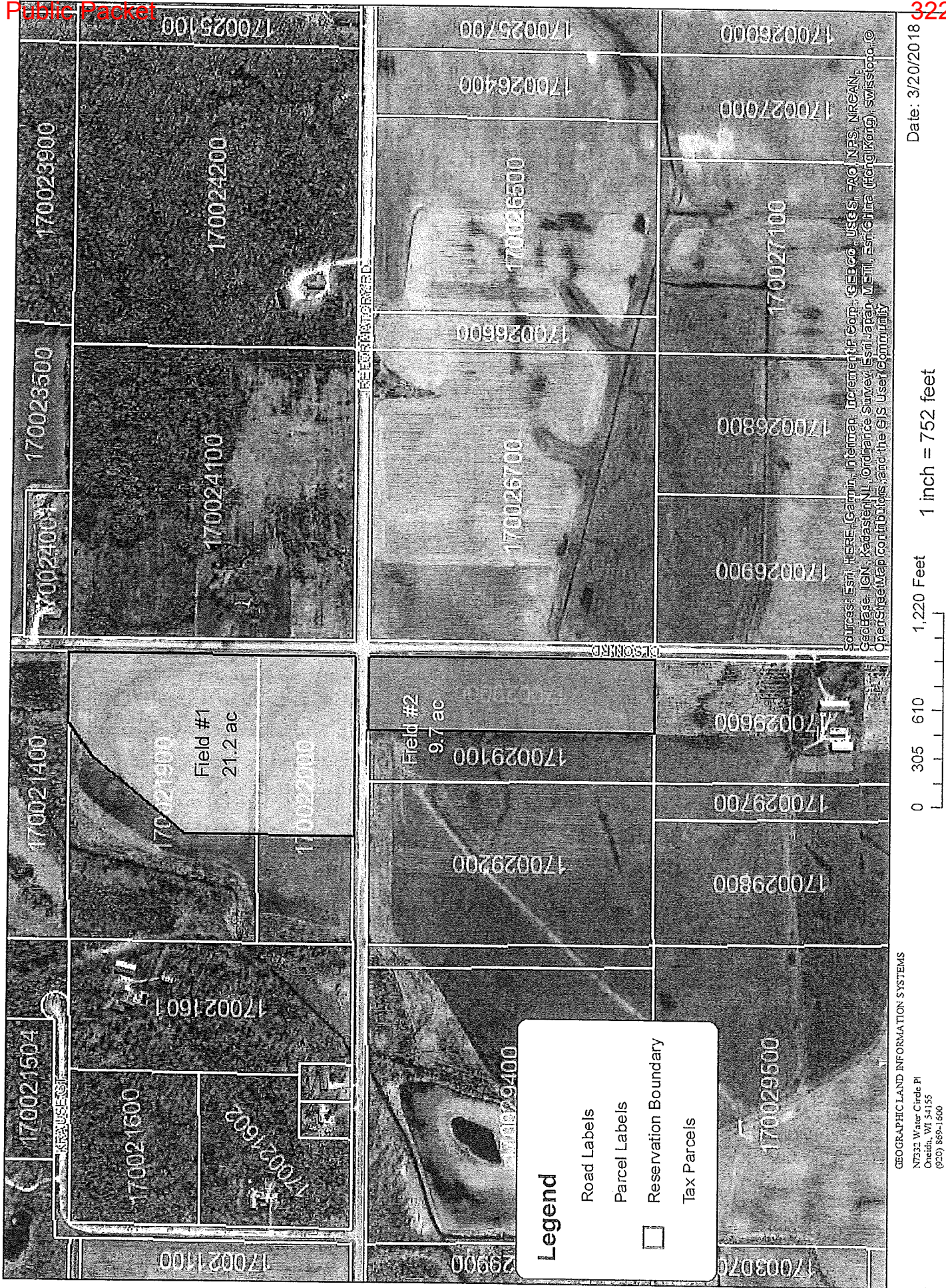
LEGAL ENTITY AND BUSINESS NAME OF THE APPLICANT AS IT APPEARS  
ON THE APPLICATION

Wisconsin Department of Agriculture, Trade and Consumer Protection

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(For DATCP Use Only – Do Not Sign This Line)

For DATCP Use Only: License No. \_\_\_\_\_





**ONEIDA NATION RESEARCH SUMMARY** (please provide an overall summary of the hemp research you are conducting below, attach additional pages if needed):

#### Overview

Oneida Community Integrated Food Systems (OCIFS) and the Oneida Eco-Services Department will be jointly managing the implementation of the Oneida Nation Industrial Hemp pilot project. Bill Ver Voort of OCIFS is the contact for Oneida's pilot. Oneida is following DATCP recommendations and purchasing certified seed for this project. Oneida will plant hemp on two separate fields of 21.2 and 9.7 acres that have sandy loam and silt loam soils. These fields have been tested by an agronomist for soil conditions. Oneida is working to obtain the appropriate seed varieties of seed for each test field. Oneida is also in discussion with the University of Wisconsin-Green Bay about a coordinated research project.

#### Planting

Oneida is reviewing the best methods for the planting of Industrial Hemp, understanding that the best time to plant is after the soil hits 50 degrees. In general seeds are planted to a depth of one-half to three-quarters of an inch, with rows spaced 7.5 inches apart and the seeding rate at 30 to 35 pounds per acre, but the spacing and depth will vary if planting is intended for oil, grain, or fiber products. Seed should germinate quickly and reach 12 inches in 3-4 weeks from planting. Oneida has a seed drill available to use for planting. Weeds should be suppressed by the ground shading provided by the plant. Oneida Eco-Services and the Oneida Farm is further assessing information for preparation methods, growing needs, application rates, cultivation, and other practices such as the application of nitrogen fertilizer.

#### Harvesting

Oneida may need to contract with a custom harvester. As the harvest window is approximately the same as corn, it may be hard to harvest because equipment would have to be switched on the combine. However, the Oneida Farm may have time available during the soybean harvest, which uses similar equipment. For the harvest of seed grain the combine cuts the heads off the plant. The process for baling fiber on a subsequent cutting is still being reviewed. As hemp has to be dried down to at least less than 9 percent moisture for long-term storage, Oneida is making the arrangements to provide appropriate bins and aeration at a storage site on the Oneida Reservation. The focus for one of the pilot fields will be seed grain and Oneida is reviewing methods for harvesting fiber for the second pilot field. Providing a small set-aside acreage for the hand harvest of flowers for CBD processing is also a possibility. Based on the success of the pilot program during

the 2019 field season Oneida can review the appropriateness of scale and seed choices for the 2020 growing season.

#### Processing

Oneida is in contact with WI DATCP, the Wisconsin Farm Bureau Federation, Organic Valley and other regional and tribal contacts for info on processors. Oneida is also reviewing the possibility of shipping to processors in other states with hemp pilot programs, but the specific details on that process are not yet completely clear. Oneida is reviewing the information from pilot programs in MN, Kentucky, and other states. Oneida is continuing to obtain contacts and form relationships in this expanding field.

#### Testing

If any of the testing for levels of THC should fail according to DATCP protocol and be over the 0.3 percent limit the fields will be destroyed and plowed under by the Oneida Nation.

#### Results

The Industrial Hemp Pilot Project will be the first step for the Oneida Nation leading to the ability for the proper development of an Industrial Hemp Agribusiness Plan for the Oneida Nation.

#### Measureables for 2019 Oneida Nation Hemp Pilot Project

- 1) Effectiveness of planting methods
- 2) Effectiveness of growing methods
- 3) Effectiveness of harvesting methods
- 4) Effectiveness of drying and storage methods
- 5) Labor required
- 6) Equipment availability and performance
- 7) Measurement of yield / bushels per acre grain
- 8) Market price for raw products (grain, fiber or flower)
- 9) Research in value-added for grain, fiber, and flower
- 10) Examine profitability and scalability

Approve the Oneida Trust Enrollment Committee/Oneida Business Committee Memorandum of Agreement  
**Oneida Business Committee Agenda Request**

1. Meeting Date Requested: 02 / 27 / 19

## 2. General Information:

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

New Business

Agenda Header:

☐ Accept as Information only☒ Action - please describe:

To adopt the 2019 Oneida Trust Enrollment Committee Oneida Business Committee Memorandum of Agreement (OTEC/OBC - MOA). Although there are no amendments, this replaces the 02/14/18 Oneida Trust Enrollment Committee Oneida Business Committee Memorandum of Agreement signed 02/16/2018 (attached for reference).

## 3. Supporting Materials

☐ Report ☐ Resolution ☐ Contract☒ Other:

1. 2019 OTEC/OBC - MOA

3. 2018 OTEC/OBC signed MOA

2. OTEC/OBC 4th Qtr Joint Minutes 1/8/19 - Draft

4. 07/02/12 OTEC Bylaws

☒ Business Committee signature required

## 4. Budget Information

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

## 5. Submission

Authorized Sponsor / Liaison:

Kirby Metoxen, Council Member

Primary Requestor/Submitter:

Keith Doxtator, Trust Enrollment Director

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:

In accordance with Oneida Trust Enrollment Committee Bylaws (approved by GTC on 07/02/12), Article I.2.C., the Oneida Trust Enrollment Committee and Oneida Business Committee are to review the Memorandum of Agreement on an annual basis. The most recent review resulted in no amendments. The Oneida Trust Enrollment Committee provided the Oneida Business Committee with an update at the rescheduled 4th Quarter Joint meeting held 1/8/19 . Enclosed is the Oneida Trust Enrollment Committees' approved MOA draft. It is submitted for the Oneida Business Committee to adopt.

- 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](mailto:BC_Agenda_Requests@oneidanation.org)



**ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee f/k/a Oneida Trust Committee, and both parties agree to respect and abide by the provisions set forth herein.

- WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation f/k/a Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
- WHEREAS, the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to tribal members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
- WHEREAS, the Oneida Business Committee, through the Per Capita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, to review the Tribal Revenue Allocation Plan, and to submit recommended changes regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
- WHEREAS, the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and

WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and

WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- 1) The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
  - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
  - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.

- b) Maintain the computerized tribal census database for the use of the Oneida Nation and Tribal Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
  - c) The Trust Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.
- 6) All Trust Enrollment Department employee grievances will be processed in accordance with the Oneida Nation's laws, policies, and rules governing employment, provided that there will be no Area Manager review for grievances of the Trust Enrollment Director.
- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first reviewed and endorsed by the Oneida Trust Enrollment Committee. Copies will be provided to the Oneida Business Committee as "Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
- a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
  - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
  - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.

- a) A quorum of both the Oneida Trust Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.
- 11) The Oneida Trust Enrollment Committee will provide written annual and semi-annual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.
- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.
- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In the event there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of paragraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.
- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
Oneida Business Committee  
P O Box 365  
Oneida WI 54155-0365

Chair  
Oneida Trust Enrollment Committee  
P O Box 365  
Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

\_\_\_\_\_  
Barbara (Bobbi) Webster, Chair  
Oneida Trust Enrollment Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tehassi Hill, Chair  
Oneida Business Committee

\_\_\_\_\_  
Date

*Approved MM-DD-YYYY*  
*Approved 02-14-2018*  
*Approved 02-08-2017*  
*Approved 01-28-2015*  
*Approved 07-25-2012*  
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*Approved 01-12-2005*  
*Approved 04-16-2003*  
*Approved 03-13-2002*  
*Approved 12-31-1992*  
*Approved 02-22-1988*



ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT



This Memorandum of Agreement is entered into this 14th day of February 2018 by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee f/k/a Oneida Trust Committee, and both parties agree to respect and abide by the provisions set forth herein.

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- WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation f/k/a Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
- WHEREAS, the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to tribal members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
- WHEREAS, the Oneida Business Committee, through the Per Capita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, to review the Tribal Revenue Allocation Plan, and to submit recommended changes regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
- WHEREAS, the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and

WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and

WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- 1) The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
  - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
  - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.

- b) Maintain the computerized tribal census database for the use of the Oneida Nation and Tribal Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
  - c) The Trust Enrollment Department will be responsible for maintaining the information processing systems for the daily monitoring of the Trust Funds and is authorized to subscribe to technological services to monitor, measure, and report on the trust funds.
- 5) All Trust Enrollment Department functions shall be administered in conformity with applicable trust agreements, any other duly approved agreement, ordinance, resolution, by-law, or procedure, as directed by the Oneida General Tribal Council.
- 6) All Trust Enrollment Department employee grievances will be processed in accordance with the Oneida Nation's laws, policies, and rules governing employment, provided that there will be no Area Manager review for grievances of the Trust Enrollment Director.
- 7) All contracts, grants, and proposals related to the operation or planning for the Trust Enrollment Department will be first reviewed and endorsed by the Oneida Trust Enrollment Committee. Copies will be provided to the Oneida Business Committee as "Information only."
- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
- a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
  - b) In the event the Nation's contribution warrants revision, it will be negotiated between the Oneida Business Committee and Oneida Trust Enrollment Committee.
  - c) The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of their authority, the allocation of funds needed to carry out the terms of this Agreement.
- 10) Long and short-range planning of the Trust Enrollment Department and the Oneida Trust Enrollment Committee will be coordinated with the Oneida Business Committee at the regularly scheduled Quarterly meetings or Special meetings as needed.

- a) A quorum of both the Oneida Trust Enrollment Committee and the Oneida Business Committee is required in order to conduct a meeting.
- 11) The Oneida Trust Enrollment Committee will provide written annual and semi-annual reports to the Oneida General Tribal Council in accordance with tribal procedures established for all Oneida General Tribal Council reports.
- 12) The Oneida Trust Enrollment Committee will submit copies of meeting minutes to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust Enrollment Committee.
- 13) Either party may propose amendments to this Agreement by submitting such amendments in writing to the Chairperson of the other party. Notice of the proposed amendments shall thereafter be placed on the agenda for the next regularly scheduled meeting. No amendment shall become effective unless it is agreed to in writing by both parties.
- 14) This Agreement shall supersede any and all prior Memoranda of Agreement between the Oneida Business Committee and Oneida Trust Enrollment Committee and shall remain in effect unless terminated by a party or superseded by a subsequent Memorandum of Agreement between the parties.
- 15) In the event that a provision of this Agreement is determined to be invalid or unenforceable, or is superseded by a directive of the Oneida General Tribal Council, the remaining provisions shall not be affected thereby and shall remain in full force and effect.
- 16) This Memorandum of Agreement shall be reviewed by both parties on an annual basis at the first quarterly meeting after the annual Oneida Trust Enrollment Committee Officers election.
- 17) In the event there is a dispute between the parties regarding the terms of this agreement or any matter related to this agreement, either party may call for dispute resolution by serving written notice on the Chairperson of the other party. Such notice shall specify the nature of the dispute and shall request a meeting of the parties. Within fifteen (15) business days of service of such notice, the parties shall meet in an attempt to resolve the dispute. Neither party shall be entitled to serve notice of termination of this agreement unless this dispute resolution process has been invoked, the parties have met in an attempt to resolve the dispute which serves as the basis for termination, and thirty (30) calendar days have elapsed from the date of such meeting.
- 18) Upon satisfaction of the provisions of paragraph 17 above, either party may terminate this agreement by serving ninety (90) calendar days prior written notice of termination on the other party.
- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
Oneida Business Committee  
P O Box 365  
Oneida WI 54155-0365

Chair  
Oneida Trust Enrollment Committee  
P O Box 365  
Oneida WI 54155-0365

IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.

\_\_\_\_\_  
Barbara (Bobbi) Webster, Chair  
Oneida Trust Enrollment Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tehassi Hill, Chair  
Oneida Business Committee

\_\_\_\_\_  
Date

Approved MM-DD-YYYY

*Approved 02-14-2018  
Approved 02-08-2017  
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Approved 12-31-1992  
Approved 02-22-1988*



**ONEIDA TRUST ENROLLMENT COMMITTEE  
ONEIDA BUSINESS COMMITTEE  
MEMORANDUM OF AGREEMENT**



This Memorandum of Agreement is entered into this 14th day of February 2018 by and between the Oneida Business Committee and the Oneida Trust Enrollment Committee f/k/a Oneida Trust Committee, and both parties agree to respect and abide by the provisions set forth herein.

- WHEREAS, the Oneida General Tribal Council has delegated the authority of Article IV, Section 1 of the Constitution of the Oneida Nation f/k/a Oneida Tribe of Indians of Wisconsin to the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council through GTC Resolution #74-4-28 established the Oneida Trust Enrollment Committee to be responsible for the administration and deposition of the trust monies; and
- WHEREAS, the Oneida General Tribal Council, on January 8, 1977, approved the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," as established by the Oneida Trust Enrollment Committee; and
- WHEREAS, the "Emigrant Indian Trust of the Oneida Tribe of Indians of Wisconsin," approved March 21, 1977, mandated at least one member of the Oneida Trust Enrollment Committee shall be from and represent the Oneida Business Committee; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution #1-8-77-C, delegated administrative authority to the Oneida Trust Enrollment Committee to implement the areas of Trust; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance adopted on July 2, 1984, further defined the role of the Oneida Trust Enrollment Committee as the official committee responsible for all aspects of tribal enrollment including the maintenance of the rolls for the Oneida Nation; and
- WHEREAS, the Oneida General Tribal Council, through the Membership Ordinance, has delegated the responsibility for maintaining the official rolls of the Oneida Nation to the Oneida Trust Enrollment Committee, and directed that all means shall be used to insure the maintenance of an accurate and confidential Oneida Nation roll to be located in the Offices of the Oneida Reservation in Wisconsin; and

- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 1-8-90, has authorized the Oneida Trust Enrollment Committee to hire financial consultants and investment advisors; and
- WHEREAS, the Oneida General Tribal Council, through GTC Resolution 6-30-90-A and the Per Capita Trust Fund Distribution Plan, has directed that per capita payments be made to tribal members sixty-five (65) years of age and older, and has authorized the Oneida Trust Enrollment Committee to manage the distribution of these monies, to collect monies from new tribal revenues, to negotiate with the Oneida Business Committee regarding annual tribal contributions to the trust fund, to veto the invasion of principal of the trust fund, to create additional trust reserves for handicapped, burial and scholarship, and to manage and invest the trust fund; and that no disturbance of this principal shall occur without 2/3 majority vote of all three (3) of the following: Oneida General Tribal Council, Oneida Trust Enrollment Committee and Oneida Business Committee, and
- WHEREAS, on behalf of the Oneida General Tribal Council, the Oneida Business Committee, through the Per Capita Trust Agreement of November 9, 1994, as amended from time to time, transferred authority to the Oneida Trust Enrollment Committee to manage trust accounts for per capita payments to minors, and directed that disputes between the Oneida Trust Enrollment Committee and the Oneida Business Committee be resolved by negotiation, or in the event that negotiations fail, by the Oneida General Tribal Council; and
- WHEREAS, the Oneida Business Committee, through BC Resolution 5-10-95-D, has authorized the Oneida Trust Enrollment Committee to monitor funds held in trust by the BIA, and to utilize technological resources available through the BIA; and
- WHEREAS, the Oneida Business Committee, through the Per Capita Law, has recognized the authority of the Oneida Trust Enrollment Committee to manage trust accounts, to identify persons eligible for per capita payments, to review the Tribal Revenue Allocation Plan, and to submit recommended changes regarding trust and enrollment functions included in the Tribal Revenue Allocation Plan.
- WHEREAS, the Oneida Business Committee, through BC Resolution 2-23-05-G delegated exclusive control to the Oneida Trust Enrollment Committee for managing all Oneida Endowment Funds in accordance with Tribal Law; and
- WHEREAS, the Oneida Trust Enrollment Committee is the official governing and final authoritative body to carry out all policy and procedures in the operation of the Trust Enrollment Department; and

WHEREAS, the Oneida Business Committee and the Oneida Trust Enrollment Committee have each determined that it is in the best interest of the Oneida Nation that an agreement be reached between the Oneida Business Committee and the Oneida Trust Enrollment Committee regarding the autonomous administration of the Trust Enrollment Department and the exercise of the authority delegated to the Oneida Trust Enrollment Committee; and

WHEREAS, this Memorandum of Agreement is consistent with the Nation's existing laws, policies, and procedures concerning the administrative responsibilities of the Oneida Trust Enrollment Department and the Oneida Trust Enrollment Committee; and

WHEREAS, the Oneida Business Committee and Oneida Trust Enrollment Committee have each approved the terms of this Memorandum of Agreement and have directed both respective Chairpersons to execute this Agreement on behalf of each Committee;

WITNESSETH:

- 1) The administrative duties and governing activities related to the operation and planning of the Trust Enrollment Department will be by sole approval and sign off authority of the Oneida Trust Enrollment Committee in accordance with the Nation's existing Laws and Policies.
- 2) The Oneida Trust Enrollment Committee, as delegated by the Oneida General Tribal Council, will receive, review, and recommend for approval all enrollment applications pursuant to the Membership Ordinance, with final approval of new enrollees by the Oneida Business Committee.
- 3) All Enrollment information shared with the Oneida Business Committee must be maintained with strictest of confidentiality.
- 4) The Oneida Trust Enrollment Committee will direct the Trust Enrollment Department to expand the data processing base and records located within the Trust Enrollment Department to include:
  - a) Maintain the computerized tribal census database and, in the discretion of the Oneida Trust Enrollment Committee, the distribution of such data to the Nation's departments in accordance with the terms of an approved MOA.
  - i) Enrollment information maintained in a computerized database, regardless of its physical location, shall be subject to the strict confidentiality requirements of the Membership Ordinance. The confidentiality of a computerized enrollment database shall be the responsibility of the Oneida Trust Enrollment Committee. Access to any computerized enrollment database established pursuant to this provision can only be obtained by written approval of the Oneida Trust Enrollment Committee. Employees of the tribal department charged with the responsibility of developing and housing the Enrollment database are bound by the confidentiality requirements of the Membership Ordinance in the same manner as the Oneida Trust Enrollment Committee.

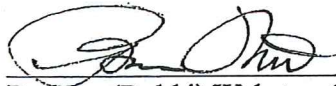
- b) Maintain the computerized tribal census database for the use of the Oneida Nation and Tribal Members who may be authorized by the Oneida Trust Enrollment Committee, pursuant to the Membership Ordinance, to receive a family tree record for an appropriate fee.
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- 8) The Oneida Trust Enrollment Committee shall receive 50% of the gross receipts of the vendor licensing revenue collected in accordance with the Vendor Licensing law each year upon completion of the Oneida Nation's organization-wide annual audit. The revenue is designated for deposit only into the Elderly Per Capita Payment Distribution Trust Plan (Elder, Per Capita, Education, and General Welfare Trust) pursuant to GTC Resolution 6-30-90-A Addendum.
- 9) The Oneida Trust Enrollment Committee must approve and the Oneida Business Committee may review fiscal year budgets prepared by the Trust Enrollment Department prior to submission to Oneida General Tribal Council for final approval.
- a) The Oneida Nation's general fund will provide no less than 75% of the Trust Enrollment Department and the Oneida Trust Enrollment Committee's annual operating budgets for services rendered. The Oneida Business Committee will support, to the extent feasible and justifiable within the scope of its authority, the allocation of funds needed to carry out directives of the Oneida General Tribal Council's or Oneida Business Committee's unfunded or emergency mandates.
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- 19) Any notice which a party is required or permitted to serve on the other party under this agreement shall be served on that party by first-class mail, return receipt requested, certified inter-office mail, or personal delivery, and shall be addressed to the Chairperson of such party at the address listed below. Service shall be effective upon receipt by the party.

Chair  
Oneida Business Committee  
P O Box 365  
Oneida WI 54155-0365

Chair  
Oneida Trust Enrollment Committee  
P O Box 365  
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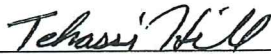
IN WITNESS WHEREOF the authorized representatives of the parties have hereunto set their hands on the dates set forth below.



Barbara (Bobbi) Webster, Chair  
Oneida Trust Enrollment Committee

2-19-18

Date



Tehassi Hill, Chair  
Oneida Business Committee

2-16-2018

Date

*Approved 02-14-2018*

*Approved 02-08-2017*

*Approved 01-28-2015*

*Approved 07-25-2012*

*Approved 06-23-2010*

*Approved 07-05-2006*

*Approved 01-12-2005*

*Approved 04-16-2003*

*Approved 03-13-2002*

*Approved 12-31-1992*

*Approved 02-22-1988*

Rescheduled 4<sup>th</sup> Quarterly Joint OBC & OTEC Minutes  
08 January 2019  
Page 4 of 5

[REDACTED]

[REDACTED]

[REDACTED]

G. [REDACTED]

H. OTEC-OBC MOA – Keith Doxtator  
01-08-19 Status Update – **Request to Approve MOA**  
Debra Danforth motioned to approve the MOA between the Oneida Trust Enrollment Committee and Oneida Business Committee with no changes. Seconded Loretta Metoxen. Abstained Norbert Hill Jr. Motion carried unanimously.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Oneida Trust/Enrollment Committee Bylaws

### Article I. Authority

1. Name
  - A. The official name of this committee shall be the Oneida Trust/Enrollment Committee.
2. Authority
  - A. By the authority of the Oneida Tribe of Indians of Wisconsin, the Oneida Trust/Enrollment Committee was established by General Tribal Council Resolution 4-28-74 and approved by the Oneida General Tribal Council, and charged with duties and responsibilities as set forth in General Tribal Council Resolution 1-8-77-C and approved by General Tribal Council on 07-02-12.
  - B. The Oneida Membership Ordinance established by General Tribal Council Resolution 7-2-84-A, charged the Oneida Trust/Enrollment Committee with membership duties and responsibilities.
  - C. A Memorandum of Agreement exists between the Oneida Trust/Enrollment Committee and Oneida Business Committee and is amended on an annual basis.
  - D. The Oneida Trust/Enrollment Committee has the authority to hire personnel, including, but not limited to a Trust Director and an Enrollment Director. The hiring of all personnel shall be conducted in accordance with the Tribe's personnel policies and procedures and shall be dependent on available funding.
  - E. The purpose of the Oneida Trust/Enrollment Committee is to
    - 1) administer the Emigrant New York Indian Claims Award Docket 75 Trust Fund known as Elderly Per Capita, Higher Education and General Welfare Trust a/f/k/a/ the Elderly Per Capita Payment Distribution Fund and the Oneida Trust Scholarship Fund;
    - 2) administer the Minors Per Capita Trust Funds;
    - 3) administer the Language Revitalization Fund;
    - 4) administer the Per Capita Endowment Fund and any other trusts which may be created;
    - 5) monitor funds held in the name of the Oneida Tribe of Indians of Wisconsin at the Bureau of Indian Affairs;
    - 6) exercise exclusive control of the investment and collection of principal, interest and investments of all monies deposited in, and income derived from, all Oneida Tribe endowment fund accounts; maintain the official roll of the Oneida Tribe of Indians of Wisconsin;
    - 7) approve new applications for enrollment; and
    - 8) supervise the Oneida Trust and Enrollment Departments.
3. Office
  - A. The official mailing address of the Oneida Trust/Enrollment Committee, the Trust Department, and the Enrollment Department is P.O. Box 365, Oneida, WI 54155.
  - B. The physical address of the Trust Department is 909 Packerland Drive, Green Bay, WI 54303. The physical address of the Enrollment Department is 210 Elm Street, Oneida, Wisconsin 54155. The physical address of each Department is subject to change from time to time with approval of the Oneida Trust/Enrollment

Committee.<sup>1</sup> These changes do not require the approval of the General Tribal Council.

4. Membership

A. The Oneida Trust/Enrollment Committee shall be composed of nine (9) members, one (1) of whom will be a member of and represent the Oneida Business Committee. Committee members are elected by the Oneida General Tribal Council by casting ballots at the annual Tribal elections.

B. Qualifications

- 1) To be eligible to run for the Oneida Trust/Enrollment Committee, a candidate shall have the following qualifications:
  - a) Shall be an enrolled Oneida Tribal Member who is eligible to vote in tribal elections.
  - b) Shall live on or near the reservation (within the external boundaries of the Oneida Reservation or in a surrounding community).
  - c) Shall have the ability to honorably protect and uphold the purpose of the Oneida Trust/Enrollment Committee with integrity, diligence and foresight.
  - d) Must be able to obtain a fiduciary bond.

C. Vacancies, Appointments, Resignations, Suspensions, and Removals

1) Vacancies and Appointments

- a) If any member dies, resigns, is removed, is incapacitated, or is otherwise unable to serve, the Chairperson of the Oneida Trust/Enrollment Committee shall select a candidate who, upon approval of the Oneida Trust/Enrollment Committee and the Oneida Business Committee, shall serve the remainder of the former member's term.
- b) If, after the annual election, a position on the Oneida Trust/Enrollment Committee remains vacant due to the lack of a sufficient number of qualified candidates in the election, the Chairperson of the Oneida Trust/Enrollment Committee shall select a candidate who, upon approval by the Oneida Trust/Enrollment Committee and the Oneida Business Committee, shall serve as if elected in the annual election.

2) Resignation

- a) A resignation shall be submitted in writing at any regular Oneida Trust/Enrollment Committee meeting.

3) Attendance

- a) Attendance at Oneida Trust/Enrollment Committee meetings is critical for the ongoing operation and growth of each department. The Oneida Trust/Enrollment Committee has high expectations when it comes to attendance; therefore, attendance will be closely monitored. Failure to attend meetings on a regular basis or missing three consecutive meeting without prior notification will prompt the Oneida Trust/Enrollment Committee

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<sup>1</sup> The Oneida Trust/Enrollment Committee will honor the community's desire to keep the Enrollment Department within central Oneida.

to add the attendance issue to the agenda for discussion and possible action.

D. Challenged Elections

- 1) In the event of a challenged election, all Oneida Trust/Enrollment Committee members holding positions prior to the election shall remain members of the Oneida Trust/Enrollment Committee until the election dispute is resolved.

E. Subcommittees

- 1) A subcommittee may be appointed by the Chairperson of the Oneida Trust/Enrollment Committee to carry out specific duties, when deemed necessary. The subcommittee shall serve until the duties with which this subcommittee has been charged are completed, and a report has been accepted by the Oneida Trust/Enrollment Committee. Upon dissolution the respective department administrative assistants are responsible for materials to be filed or destroyed.

## Article II. Officers

### 1. Officer Selection Process

- A. Officers shall be elected by the Oneida Trust/Enrollment Committee at the first Regular monthly meeting following the final result of a valid annual election of Oneida Trust/Enrollment Committee positions, will take office, and serve a one (1) year term.
- B. If an officer position is vacated, an interim election shall be held by the Oneida Trust/Enrollment Committee to fill the office for the balance of the year.
- C. Any Oneida Trust/Enrollment Committee member nominated for an office as defined in Article II of these bylaws may communicate acceptance of such nomination via correspondence, which may include electronic communications such as email and facsimile and written correspondence.
- D. Any nomination for an officer position defined in Article II can be made only by an Oneida Trust/Enrollment Committee member who is physically present at a duly called meeting of the Oneida Trust/Enrollment Committee.

### 2. Positions

#### A. Chairperson

- 1) The Chairperson presides at meetings, appoints committees, oversees all Oneida Trust/Enrollment Committee activities, schedules Special meetings, and supervises the Directors of both the Enrollment and Trust Departments. The Chair shall invite input from Committee members for evaluations.
- 2) The Chairperson of the Oneida Trust/Enrollment Committee shall serve as an ex-officio member of all established subcommittees.

#### B. Vice-Chairperson

- 1) The Vice-Chairperson acts with the same authority as the Chairperson in the absence of the Chairperson.

#### C. Secretary

- 1) The Secretary is responsible for correspondence and minutes of all meetings.
- 2) In the absence of the Chairperson and Vice-Chairperson, to the Secretary may call the meeting to order and preside until the immediate election of a

Chair Pro Tem.

### **Article III. Committee Duties**

1. The duties of the Oneida Trust/Enrollment Committee include, but are not limited to the following:
  - A. Complete the Oneida Trust/Enrollment Committee Confidentiality Statement and the Non-Disclosure Agreement. At the commencement of taking office, new members shall complete the forms and provide the completed forms to the Trust Director. Upon submission of forms to the Trust Director the member shall have the authority to vote and or receive a stipend payment.
  - B. Provide direction to the Oneida Trust and Enrollment Departments. The Directors of the Trust and Enrollment Departments are responsible to the Oneida Trust/Enrollment Committee, and under the immediate supervision of the Chairperson of the Oneida Trust/Enrollment Committee, or his or her designee. The Enrollment Director and the Trust Director shall comply with all directives of the Oneida Trust/Enrollment Committee and cooperate with the members and representatives of the Oneida Trust/Enrollment Committee.
  - C. Report to the Oneida General Tribal Council semiannually.
  - D. Develop policy relating to the trust funds and enrollment for adoption by the Oneida Trust/Enrollment Committee and/or the Oneida General Tribal Council.
  - E. Oversee Trust Fund distributions.
  - F. Participate in continuing training including orientation, board training and workshops pertaining to investing, fiduciary, Administrative Procedures Act and general knowledge of the policies and procedures of the Oneida Tribe of Indians of Wisconsin. Members of the Committee will also be familiar with the various trust and departmental guidelines and standard operating procedures.
  - G. Carry out all enrollment duties as prescribed in the Membership Ordinance and any subsequent enrollment laws.
  - H. Conduct oversight on Trust Fund investment activity, provide due diligence in all matters relating to the Trust, and maintain fiduciary responsibility in management of the funds in accordance with the requirements of the Oneida Trust Agreements.

### **Article IV. Meetings**

1. Regular Meetings
  - A. The Oneida Trust/Enrollment Committee will meet the first (1st) Tuesday of each month for Enrollments, and the fourth (4th) Tuesday of each month for the Trust. Time and place of meetings shall be established by the Oneida Trust/Enrollment Committee.
2. Emergency/Special Meetings
  - A. The Chairperson may call Emergency/Special meetings. There shall be a minimum of 24 hour verbal notice to all Committee members of any emergency and/or special meeting.
3. Agenda and Meeting Materials
  - A. The Chairperson shall approve the agenda.
  - B. Notice of meeting location, agenda, and materials shall be forwarded to the Committee members by the Enrollment Department or the Trust Department, depending on the subject matter of the meeting.
4. Quorums

- A. A majority of the Oneida Trust/Enrollment Committee shall constitute a quorum. If a quorum is not present within 15 minutes of the announced meeting time, the meeting will be declared dismissed.
- 5. Parliamentary Procedure
  - A. All meetings shall be conducted in accordance with the rules contained in the current edition of ROBERT'S RULES OF ORDER, in all cases to which they are applicable, unless they are inconsistent with these Bylaws and/or any special rules of order the Oneida Trust/Enrollment Committee may adopt.
- 6. Order of Business
  - A. The regular meetings of the Oneida Trust/Enrollment Committee shall follow the order of business as set out herein:
    - 1) Call Meeting to Order
    - 2) Approve Agenda
    - 3) Approve Minutes
    - 4) Attorney Business
    - 5) Old Business
    - 6) New Business
    - 7) Other Business
    - 8) Adjournment
  - B. The emergency/special meetings of the Oneida Trust/Enrollment Committee shall follow the order of business as set by the Chairperson.
- 7. Voting
  - A. Voting shall be in accordance with the simple majority vote of the Committee members present at a duly called meeting.
  - B. The Chairperson may not vote except in the event of a tie.
  - C. Each Oneida Trust/Enrollment Committee member shall have one (1) vote.
  - D. Conflicts of Interest
    - 1) In cases where a conflict of interest exists, a Committee member shall recuse themselves from an action, or the Oneida Trust/Enrollment Committee can vote by a majority of the quorum present to exclude a Committee member they believe has a conflict.
- 8. Stipends
  - A. Meetings
    - 1) A Committee member is eligible to receive a stipend if a quorum has been established in accordance with Article IV 4.
    - 2) A Committee member's stipend is \$75 for attending meetings, regular or special, at least one (1) hour regardless of the length of the meeting.
    - 3) The Chairperson must supervise the departments' directors, which requires additional work. The Chairperson's stipend is \$100 for attending meetings, regular or special, at least one (1) hour regardless of the length of the meeting.
  - B. Conferences and Training
    - 1) Reimbursement for conferences and training shall be in accordance with the Comprehensive Policy Governing Boards, Committees and Commissions, Article XI, 11-6, 11-7 and 11-8.

## Article V. Reporting

### 1. General

- A. The Oneida Trust/Enrollment Committee will report to the Oneida General Tribal Council semiannually.
2. Format
  - A. Agenda items shall be in an identified format.
3. Minutes
  - A. Minutes shall be typed and in a consistent format designed to generate the most informative record of the meetings of the Oneida Trust/Enrollment Committee.
  - B. The Oneida Trust Department will provide copies of minutes of the Oneida Trust/Enrollment Committee meetings pertaining to the Trust to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust/Enrollment Committee.
  - C. The Oneida Enrollment Department will provide copies of minutes of the Oneida Trust/Enrollment Committee meetings pertaining to Enrollments to the Secretary of the Oneida Business Committee within a reasonable time after approval by the Oneida Trust/Enrollment Committee.
  - D. All copies of minutes will be stamped confidential and held by the Tribal Secretary in a sensitive documents area of tribal records.
  - E. Original minutes of the Oneida Trust/Enrollment Committee meetings will be stamped confidential and held by each respective department in a sensitive documents area.
4. Attachments
  - A. Handouts, reports, memoranda, and the like shall be attached to the original minutes and agenda.

#### **Article VI. Amendments**

1. At the first regular meeting following certification of election results, a review of these Bylaws will be conducted in order to determine that they are current.
2. The Oneida Trust/Enrollment Committee, upon written notice, may at any of its Regular meetings, by majority vote of voting members, present, adopt, amend, or repeal any or all of the Bylaws provided that the amendment or repeal has been submitted in writing at the previous regular monthly meeting.
3. All amendments are subject to subsequent approval by the Oneida General Tribal Council.

Approved by Oneida Trust/Enrollment Committee:


February 28, 2012

Approved by General Tribal Council:


July 2, 2012

## CERTIFICATION

I, the undersigned, as Chairperson of the Oneida Trust/Enrollment Committee, hereby certify that the Bylaws, as amended and revised, were adopted by the Oneida Trust/Enrollment Committee on the 28 day of February, 2012.

  
Carole Liggins, Chairperson  
Oneida Trust/Enrollment Committee

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida General Tribal Council, in session with a quorum of 158 members present, at a meeting duly called, noticed and held on the 2nd day of July, 2012; that the foregoing bylaws were duly adopted at such meeting by a two-thirds vote of those present and that said bylaws have not been amended in any way.

  
Patricia Hoeft, Tribal Secretary  
Oneida Business Committee

**Oneida Business Committee Agenda Request**

Approve an exception to resolution # BC-12-27-16-A and start the executive discussion meeting on Tuesday, March 26, 2019, at 10:00 a.m.

**1. Meeting Date Requested:** 02 / 27 / 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 an exception to resolution # BC-12-27-16-A and start the executive discussion meetings on Tuesday, March 26 2019, at 10:00 a.m.

**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. Management Specialist/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****6. Cover Memo:**

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

**\*\*\*BACKGROUND\*\*\***

The March 26, 2019, BC executive discussion meeting is scheduled to begin at 8:30 a.m. per resolution # BC-12-27-16-A.

The 2019 annual GTC meeting is scheduled for March 25, 2019, at 6:00 p.m.

The OBC has previously expressed a desire to adjust the start time for BC executive discussion meetings which are scheduled the day after an evening GTC meeting; action to approve an exception is needed to do so.

**\*\*\*REQUESTED ACTION\*\*\***

Approve an exception to resolution # BC-12-27-16-A and start the executive discussion meetings on Tuesday, March 26 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

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Resolution # 12-27-16-A Oneida Business Committee Regular Meeting Schedule**

- 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,** Article III, Section 3 of the Tribal Constitution provides that "Regular meetings of the Business Committee may be established by resolution of the Business Committee,"; and
- WHEREAS,** with the passage of BC Resolution 7-7-87-A, the Business Committee established a regular meeting schedule to meet of each Tuesday, at 1:30 p.m., and each Friday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 3-25-88-B, the Business Committee modified the regular meeting schedule to meet each Friday, at 9:00 a.m., and held informational meetings the first Monday each month, at 7:00 p.m.; and
- WHEREAS,** with the passage of BC Resolution 4-26-91-A, the Business Committee modified the regular meeting schedule to meet each week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 2-11-04-A, the Business Committee modified the regular meeting schedule to meet every other week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 12-10-08-A, the Business Committee modified the regular meeting schedule to meet every second and fourth Wednesday each month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 06-23-10-E, the Business Committee modified the regular meeting schedule to include executive discussion meetings every second and fourth Tuesday of the month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 11-23-16-C, the Business Committee modified the regular meeting schedule to meet every second and fourth Tuesday of the month at 8:30 a.m. for executive discussion meetings, and to meeting every second and fourth Wednesday of the month at 8:30 a.m. for regular meetings; and
- WHEREAS,** the Business Committee has determined an additional regular meeting is required on a quarterly basis for the purpose of addressing quarterly reports from Boards, Committees and Commissions, Corporate Boards, and Standing Committees of the Business Committee; and

**WHEREAS,** the Business Committee has determined this change would better serve the membership of the Oneida Nation and the Business Committee.

**NOW THEREFORE BE IT FURTHER RESOLVED,** executive discussion meetings of the Oneida Business Committee shall be held every second and fourth Tuesday each month, at 8:30 a.m. starting on January 10, 2017;

**BE IT FURTHER RESOLVED,** regular meetings of the Oneida Business Committee shall be held every second and fourth Wednesday each month, at 8:30 a.m., starting on January 11, 2017;

**BE IT FURTHER RESOLVED,** for the purpose of addressing quarterly reports, regular meetings of the Oneida Business Committee shall be held the fourth Thursday of January, April, July, and October, at 8:00 a.m., starting on January 26, 2017;

**BE IT FINALLY RESOLVED,** this resolution shall supersede all prior motions, practices or resolutions, in particular BC Resolutions 12-10-08-A, 06-23-10-E, and 11-23-16-C, regarding the subject of regular meetings of the Oneida Business Committee.

#### CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 8 members voted in an electronic poll held on the 27<sup>th</sup> day of December, 2016; that the forgoing resolution was duly adopted at such meeting by a vote of 8 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way. This e-poll will be presented for ratification at the next Oneida Business Committee scheduled on January 11, 2017.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

March 26, 2019

Tuesday

March 2019							April 2019						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1 2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

	TUESDAY	Notes
	26	
7 <sup>AM</sup>		
8		
9	<div>BC Executive Session</div> <div>BC_Exec_Conf_Room</div> <div>TribalSecretary</div>	
10		
11		
12 <sup>PM</sup>		
1		
2		
3		
4		
5		
6		

# ONEIDA GENERAL TRIBAL COUNCIL

## AGENDA

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- I. WELCOME
- II. ANNOUNCEMENTS & CALL MEETING TO ORDER
- III. ADOPT THE AGENDA
- IV. APPROVE GTC MEETING MINUTES
  - A. March 19, 2018/May 12, 2018/July 1, 2018 special GTC meeting minutes
  - B. June 18, 2018, special GTC meeting minutes
  - C. July 10, 2018, semi-annual GTC meeting minutes
  - D. August 27, 2018, special GTC meeting minutes
  - E. September 24, 2018, special GTC meeting minutes
- V. UNFINISHED BUSINESS
  - A. Report requested from the Trust Enrollment Committee
    - a) Presentation
    - b) Discussion
    - c) Action

*EXCERPT FROM JULY 10, 2018, SEMI-ANNUAL GTC MEETING: Amendment to the main motion by Nancy Barton that when the report comes back that Oneida Trust Enrollment Committee bring a comprehensive report regarding the Disability-Handicap fund, Burial/OLIPP fund, Voiding unlawful membership rule, Per Capita Endowments and the budget for Sustain Oneida for the last five (5) years. Seconded by Ben Cannon. Motion carried by show of hands.<sup>1</sup>*

- B. Update regarding Election law amendments
  - a) Presentation
  - b) Discussion
  - c) Action

*EXCERPT FROM OCTOBER 28, 2018, SPECIAL GTC MEETING: Motion by Diane Quella to adjourn [at 2:07 p.m.] and forward the remaining items, VI.A. Petitioner Linda Dallas re: Medicare Part B premium payment and VI.B. Update regarding Election law amendments, to the 2019 Annual meeting in January. Seconded by Nancy Skenandore. Motion carried by show of hands.*

<sup>1</sup> The main motion associated with this amendment was not voted on until the October 28, 2018, special GTC meeting; as such, the 2019 annual meeting is the first opportunity for the report, as directed by the amendment, to be presented to GTC.



### ANNUAL MEETING

Mon., March 25, 2019\*

6:00 p.m.

### LOCATION

Radisson Hotel &  
Conference Center  
2040 Airport Dr., Green  
Bay, WI

### DIRECTIONS

Radisson Website:  
[goo.gl/bWyJxX](http://goo.gl/bWyJxX)

Google Maps Directions:  
[goo.gl/maps/Vpckysq8YJ22](http://goo.gl/maps/Vpckysq8YJ22)

\*Originally scheduled for 1/31/19, this meeting was rescheduled, in the interest of safety, to 2/11/19 due to weather; this meeting was again rescheduled, in the interest of safety, to 3/25/19 due to weather.

Materials were noticed in accordance with the Chapter 110 Oneida General Tribal Council Ten Day Notice Policy:  
[oneida-nsn.gov/members-only/](http://oneida-nsn.gov/members-only/)

## **AGENDA – CONTINUED**

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### **C. Petitioner Linda Dallas re: Medicare Part B premium payment<sup>2</sup>**

- a) Action currently on the floor:
- Motion by Sherrole Benton to accept the Linda Dallas petition as information only [as amended]. Seconded by Kathy Mauritz. *Motion not voted.*
  - Amendment to the main motion by Dylan Benton that the appropriate health divisions promote and educate on the state Medicare programs. Seconded by Jennifer Webster. **Y: 478 N: 270 A: 228**  
**Motion carried by hand count.**
  - Amendment to the main motion by Linda Dallas to direct OBC to conduct a survey of all enrolled tribal members for information to include but not limited to: 1) age, 2) disability, 3) renal disease, and 4) income ranges on page 102 of the meeting packet; that Finance bring back any other information that will allow for an informed decision; and that this be brought back within eight (8) months. Seconded by Kathy Mauritz. *Amendment not voted.*

## **VI. REPORTS**

### **A. FY2018 Comprehensive Financial Audit report by RSM US, LLC.**

- a) Presentation
- b) Discussion
- c) Action

### **B. 2019 annual Treasurer's report**

- a) Presentation
- b) Discussion
- c) Action

### **C. 2019 annual Land Acquisition report**

- a) Presentation
- b) Discussion
- c) Action

### **D. 2019 annual reports**

- a) Presentation
- b) Discussion
- c) Action

## **VII. ADJOURN**

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<sup>2</sup> Excerpt from October 28, 2018, special GTC Meeting: Motion by Diane Quella to adjourn [at 2:07 p.m.] and forward the remaining items, VI.A. Petitioner Linda Dallas re: Medicare Part B premium payment and VI.B. Update regarding Election law amendments, to the 2019 Annual meeting in January. Seconded by Nancy Skenandore. Motion carried by show of hands.

**Oneida Business Committee Agenda Request**

Approve the memorandum of understanding - Big Brothers Big Sisters of Northeast Wisconsin - file # 2

**1. Meeting Date Requested:**   2   /  27  /  19 **2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Proposal/Bid Info - prior to award

Agenda Header: 

Standing Committees

☐ Accept as Information only☒ Action - please describe:

Motion to approve the Memorandum of Understanding with the Big Brothers Big Sisters of Northeast Wisconsin.

**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 

Legal Review

3. 2. 

MOU with Big Brothers Big Sister of NE WI

4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution ☐ Budgeted - Grant Funded ☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: 

Ernest L. Stevens III, Councilmember

Primary Requestor/Submitter: 

Cathy Bachhuber, Executive Assistant

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 Quality of Life met with representatives from Big Brothers Big Sisters of Northeast Wisconsin (BBBS) and the GSD Director on a Memorandum of Understanding (MOU) which forms a partnership between the BBBS and the Oneida Nation:

1/10/19 QOL Regular Meeting:

Motion by Ernest Stevens III to approve the Memorandum of Understanding with Big Brother Big Sisters of Northeast Wisconsin and send to legal for review, seconded by Kirby Metoxen. Motion carried unanimously.

A legal review has been completed and the GSD Director has confirmed GSD would be the holder of the MOU.

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](mailto:BC_Agenda_Requests@oneidanation.org)


**ONEIDA LAW OFFICE****CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT**

TO: Cathy L. Bachhuber  
Business Committee

Use this number on future correspondence:

**2019-0059**

FROM: Jo Anne House, Chief Counsel

 Digitally signed by Jo Anne House  
Date: 2019.01.17 14:28:18 -06'00'

DATE: January 17, 2019

RE: Big Brothers Big Sisters of Northeastern Wisconsin-  
MOU

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.*

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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.)*

NOTE: This MOU Requires a 'home' within the organization prior to signing the document.

## CONTRACT REVIEW REQUEST FORM

This form must be filled out **COMPLETELY**.

- General Instructions:**
1. Contracts must be submitted to the Law Office no less than ten (10) business days prior to commencement of the contract.
  2. Please read the contract prior to submission. If the contract language does not make sense to you, request an explanation from the contractor.
  3. **DO NOT SIGN** contracts prior to attorney approval. All contracts signed or contract services started prior to legal approval are reported to the Business Committee.
  4. If you need immediate review of a contract, call the Law Office at 869-4327 **PRIOR** to sending the contract.
  5. Upon receipt of the contract, the Law Office will assign a file number which is located in the top right-hand corner of the legal review. Any future communication concerning this contract should reference this file number.
  6. You will receive an e-mail notification when the review of your contract is complete.
  7. All contracts must be submitted with a completed and signed Conflict of Interest Disclosure Form.
  8. **SUBMIT ALL FORMS IN .PDF FORMAT**

Date: 1/11/2019 Telephone: 920-869-4382

Contact Person: Ernest Stevens III Extension: 4382

Department: Oneida Business Committee Response Needed By: 1/18/2019

Name of Contractor: Big Brother Big Sisters for Northeast Wisconsin

Contract Start Date: TBD Contract Total Amount 0

Contract End Date: On-going

Does this contract have an automatic renewal clause? (Yes or No) No  
If yes, indicate the advance notice (in days that must be given to terminate contract). N/A days.

Special Instructions, if any:

Any special instructions

### Submit form as an e-mail attachment following these steps:

1. Go to: File > Save & Send > Send Using E-Mail > Send as PDF (opens a new mail form in GroupWise)
2. Fill in the "To" field with "Oneida\_Law"
3. Attach **Contract**, completed and signed **Conflict of Interest Disclosure Form** and any other documentation associated this contract.

**Memorandum of Understanding  
Big Brothers Big Sisters of Northeast Wisconsin  
In partnership with the Oneida Nation**

This Memorandum of Understanding (MOU) describes the partnership between Big Brothers Big Sisters of Northeast Wisconsin (BBBS of NEW) and the Oneida Nation to mutually support access to Oneida Nation resources and share demographic information regarding those Oneida members participating in the BBBS of NEW Program.

Big Brothers Big Sisters (BBBS) Responsibilities:

- ❖ Provide a BBBS contact person for the Oneida Nation.
- ❖ Maintain ongoing communication with identified Oneida Nation program staff.
- ❖ Oversee operational activities including screening, matching, support and supervision and closure procedures.
- ❖ Coordinate recruitment activities within the Oneida Nation community.
- ❖ Communicate to BBBS participants the activities, events and resources available to them within the Oneida Community (schedule of events).
- ❖ Provide a semi-annual report on the following demographic information:
  - # of Oneida children participating in the program (matched vs waiting list).
  - Age and gender of participating Oneida children (matched vs waiting list).
  - School of participating Oneida children.
  - # of Oneida volunteers ("Bigs") participating in the program.

Oneida Nation Responsibilities:

- ❖ Provide an Oneida Nation contact person for BBBS.
- ❖ Assist BBBS in the coordination of volunteer recruitment opportunities within the Oneida community.
- ❖ Communicate monthly to BBBS those Oneida community activities, events and resources available to BBBS participants (schedule of events).
- ❖ Help coordinate culturally relevant education sessions for BBBS staff or participants at locations to be determined.
- ❖ Maintain ongoing communication with BBBS.
- ❖ Cooperate fully with BBBS staff and volunteers.

In witness whereof, the parties hereto have caused this MOU to be executed as of the day and year listed below.

Big Brothers Big Sisters:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Oneida Nation:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Oneida Business Committee Agenda Request**

Approve a credit limit increase for OBC corporate credit cards

**1. Meeting Date Requested:** 02 / 27 / 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:

\*\*\*BACKGROUND\*\*\*

With the change of staff in the Travel Department over the past year, all travel arrangements for the OBC are made by the BC Support Office using the corporate credit card assigned to each individual OBC member.

Some of the issues identified since this change include:

- Travel arrangements for the OBC cannot be made with the current \$2,000 limit;
- Travel arrangements take up the entire limit leaving no available credit for the OBC member to use while on travel; and
- No available credit if the traveler has back-to-back travel arrangements that need to be made.

The current \$2,000 limit needs to be increased in order to allow the BC Support Office to make the travel arrangements (i.e. registration costs, hotel reservations, airfare) in an efficient manner. A request for an increase was previously proposed at the July 11, 2018, regular OBC meeting. It was denied at that time, as it was believed it was no longer needed, but since that time, the issues identified above have persisted.

My office has consulted with the BC Support Office and determined that an increase to \$6,000 should alleviate the majority, if not all, of the identified issues.

\*\*\*\*\*ACTION/REQUESTED:

Approve a credit limit increase for OBC corporate credit cards from \$2,000 to \$6,000

Please note: Corporate credit cards for the OBC are issued, monitored, and stored in accordance with the OBC SOP entitled Business Committee Corporate Credit Card (available at this web address: [https://oneida-nsn.gov/dl-file.php?file=2017/12/OBC-SOP-BC-Travel-Corporate-Credit-Card\\_approved-5-25-2016.pdf](https://oneida-nsn.gov/dl-file.php?file=2017/12/OBC-SOP-BC-Travel-Corporate-Credit-Card_approved-5-25-2016.pdf)).

- 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](mailto:BC_Agenda_Requests@oneidanation.org)

Repost one (1) vacancy to complete the term ending June 30, 2019. Oneida Youth Leadership Institute

## Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 27 / 19

### 2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Approve request to repost one (1) vacancy to complete term ending June 30, 2019 for the Oneida Youth Leadership Institute.

### 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: Lee Cornelius, BCC Recording Clerk  
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:

We posted the one (1) vacancy in the beginning of January with a deadline of January 18, 2019. Zero (0) applications were turned in.

Action requested: Approve request to repost one (1) vacancy to complete term ending June 30, 2019 for the Oneida Youth Leadership Institute.

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](mailto:BC_Agenda_Requests@oneidanation.org)

Repost two (2) vacancies to complete the terms ending July 31, 2019, and one (1) vacancy to complete

## Oneida Business Committee Agenda Request

1. Meeting Date Requested: 02 / 27 / 19

### 2. General Information:

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

Agenda Header: New Business

☐ Accept as Information only

☒ Action - please describe:

Approve request to repost two (2) vacancies to complete term ending July 31, 2019 and one (1) vacancy to complete term ending July 31, 2020 for the Oneida 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: Lee Cornelius, BCC Recording Clerk  
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:

We posted the Three (3) vacancies in the beginning of January with a deadline of January 25, 2019. Zero (0) applications were turned in.

Action requested: Approve request to repost two (2) vacancies to complete term ending July 31, 2019 and one (1) vacancy to complete term ending July 31, 2020 for the Oneida 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](mailto:BC_Agenda_Requests@oneidanation.org)

**Oneida Business Committee Agenda Request**

Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and h

**1. Meeting Date Requested:** 02 / 27 / 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:

Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.

**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: Requestor: Lisa Summers, Secretary  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

- 1) Save a copy of this form for your records.
- 2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.
- 3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

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**From:** TribalSecretary  
**Sent:** Friday, February 08, 2019 8:09 PM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** BC\_Agenda\_Requests; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.  
**Attachments:** BCAR Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10 AM.pdf  
**Importance:** High

### E-POLL RESULTS

The e-poll to approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m., **has been approved**. As of the deadline, below are the results:

Support: David P. Jordan, Kirby Metoxen, Brandon Stevens, Lisa Summers, Jennifer Webster

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Thursday, February 07, 2019 10:49 AM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill

**Cc:** TribalSecretary; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster

**Subject:** E-POLL REQUEST: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Notification was received on February 6, 2019, that the Chairman will be required to appear in Brown County on February 13, 2019. Additionally, the Vice-Chairman has made travel arrangement to attend the NCAI Winter Session, as approved at the January 23, 2019, regular BC meeting; canceling these arrangements will incur charges and due to the current status of the federal government budget, it is imperative we are well represented. Due to these two issues, there will be no Chair for the regular BC meeting scheduled for February 13, 2019.

On February 6-7, 2019, Chief Counsel, the Information Management Specialist, and the Secretary reviewed the draft agenda for the February 13, 2019, regular BC meeting and, in consultation with the submitters, the Secretary made determinations on which items needed to be addressed immediately, and which items could either be addressed in another way (i.e. via e-poll, the next BC meeting agenda, etc.).

The recommendation is that the adjusted agenda be addressed on Tuesday, February 12, 2019; the BC Support Office will ensure this change is properly noticed and the Secretary will send notice to the Direct Reports to the BC.

#### **Requested Action:**

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, starting at 10:00 a.m.

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., FRIDAY, February 8, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

**Oneida Business Committee Agenda Request****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:

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.

**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. Management Specialist/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****6. Cover Memo:**

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

**\*\*\*BACKGROUND\*\*\***

At the October 24, 2018, regular BC meeting, the following action took place:

"Motion by David P. Jordan to approve Monday, February 11, 2019, at 6:00 p.m. as the alternate date and time for inclement weather for the January 31, 2019, tentative annual General Tribal Council meeting and approve an exception to resolution # BC-12-27-16-A and start Executive Session Discussion on February 12, 2019, at 10:00 a.m. if the inclement weather date is utilized, seconded by Jennifer Webster. Motion carried."

Due to inclement weather, the annual General Tribal Council meeting is scheduled to be held on February 11, 2019; subsequently, executive session discussion is scheduled on February 12, 2019, at 10:00 a.m.

Notification was received on February 6, 2019, that the Chairman will be required to appear in Brown County on February 13, 2019. Additionally, the Vice-Chairman has made travel arrangement to attend the NCAI Winter Session, as approved at the January 23, 2019, regular BC meeting; canceling these arrangements will incur charges and due to the current status of the federal government budget, it is imperative we are well represented. Due to these two issues, there will be no Chair for the regular BC meeting scheduled for February 13, 2019.

On February 6-7, 2019, Chief Counsel, the Information Management Specialist, and the Secretary reviewed the draft agenda for the February 13, 2019, regular BC meeting and, in consultation with the submitters, the Secretary made determinations on which items needed to be addressed immediately, and which items could either be addressed in another way (i.e. via e-poll, the next BC meeting agenda, etc).

The recommendation is that the adjusted agenda be addressed on Tuesday, February 12, 2019; the BC Support Office will ensure this change is properly noticed and the Secretary will send notice to the Direct Reports to the BC.

**\*\*\*REQUESTED ACTION\*\*\***

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, starting 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

**5. Accept the Community & Economic Development Division FY-2018 4th quarter report (02:45:26)**

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

Motion by David P. Jordan to accept the Community & Economic Development Division FY-2018 4th quarter report, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Lisa Summers

*Agenda item XV. addressed next.*

**XIII. GENERAL TRIBAL COUNCIL**

**A. Determine an alternate date and time for inclement weather date for the January 31, 2019, annual General Tribal Council meeting (01:23:18)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve Monday, February 11, 2019, at 6:00 p.m. as the alternate date and time for inclement weather for the January 31, 2019, tentative annual General Tribal Council meeting and approve an exception to resolution # BC-12-27-16-A and start Executive Session Discussion on February 12, 2019, at 10:00 a.m. if the inclement weather date is utilized, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Trish King, Lisa Summers

**B. Retro-approve Sunday, December 16, 2018, at 10:00 a.m. as the alternate date and time for inclement weather date for the December 10, 2018, special General Tribal Council meeting (01:25:29)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to retro-approve Sunday, December 16, 2018, at 10:00 a.m. as the alternate date and time for inclement weather for the December 10, 2018, tentative special General Tribal Council meeting, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Trish King, Lisa Summers

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Resolution # 12-27-16-A Oneida Business Committee Regular Meeting Schedule**

- 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,** Article III, Section 3 of the Tribal Constitution provides that "Regular meetings of the Business Committee may be established by resolution of the Business Committee,"; and
- WHEREAS,** with the passage of BC Resolution 7-7-87-A, the Business Committee established a regular meeting schedule to meet of each Tuesday, at 1:30 p.m., and each Friday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 3-25-88-B, the Business Committee modified the regular meeting schedule to meet each Friday, at 9:00 a.m., and held informational meetings the first Monday each month, at 7:00 p.m.; and
- WHEREAS,** with the passage of BC Resolution 4-26-91-A, the Business Committee modified the regular meeting schedule to meet each week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 2-11-04-A, the Business Committee modified the regular meeting schedule to meet every other week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 12-10-08-A, the Business Committee modified the regular meeting schedule to meet every second and fourth Wednesday each month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 06-23-10-E, the Business Committee modified the regular meeting schedule to include executive discussion meetings every second and fourth Tuesday of the month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 11-23-16-C, the Business Committee modified the regular meeting schedule to meet every second and fourth Tuesday of the month at 8:30 a.m. for executive discussion meetings, and to meeting every second and fourth Wednesday of the month at 8:30 a.m. for regular meetings; and
- WHEREAS,** the Business Committee has determined an additional regular meeting is required on a quarterly basis for the purpose of addressing quarterly reports from Boards, Committees and Commissions, Corporate Boards, and Standing Committees of the Business Committee; and

**WHEREAS,** the Business Committee has determined this change would better serve the membership of the Oneida Nation and the Business Committee.

**NOW THEREFORE BE IT FURTHER RESOLVED,** executive discussion meetings of the Oneida Business Committee shall be held every second and fourth Tuesday each month, at 8:30 a.m. starting on January 10, 2017;

**BE IT FURTHER RESOLVED,** regular meetings of the Oneida Business Committee shall be held every second and fourth Wednesday each month, at 8:30 a.m., starting on January 11, 2017;

**BE IT FURTHER RESOLVED,** for the purpose of addressing quarterly reports, regular meetings of the Oneida Business Committee shall be held the fourth Thursday of January, April, July, and October, at 8:00 a.m., starting on January 26, 2017;

**BE IT FINALLY RESOLVED,** this resolution shall supersede all prior motions, practices or resolutions, in particular BC Resolutions 12-10-08-A, 06-23-10-E, and 11-23-16-C, regarding the subject of regular meetings of the Oneida Business Committee.

#### CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 8 members voted in an electronic poll held on the 27<sup>th</sup> day of December, 2016; that the forgoing resolution was duly adopted at such meeting by a vote of 8 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way. This e-poll will be presented for ratification at the next Oneida Business Committee scheduled on January 11, 2017.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

**Oneida Business Committee Agenda Request**

Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and hold

**1. Meeting Date Requested:** 02 / 27 / 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:

Enter the e-poll results into the record for the approved exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.

**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: Requestor: Lisa Summers, Secretary  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

---

**From:** TribalSecretary  
**Sent:** Wednesday, February 13, 2019 2:47 PM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** TribalSecretary; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.  
**Attachments:** BCAR Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1 PM.pdf  
**Importance:** High

### E-POLL RESULTS

The e-poll to approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m., **has been approved**. As of the deadline, below are the results:

Support: Daniel Guzman King, David P. Jordan, Trish King, Ernie Stevens III, Lisa Summers, Jennifer Webster

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Monday, February 11, 2019 3:45 PM  
**To:** Brandon L. Yellowbird-Stevens <bstevens@oneidanation.org>; Daniel P. Guzman

<dguzman@oneidanation.org>; David P. Jordan <djordan1@oneidanation.org>; Ernest L. Stevens <esteven4@oneidanation.org>; Jennifer A. Webster <JWEBSTE1@oneidanation.org>; Kirby W. Metoxen <KMETOX@oneidanation.org>; Lisa M. Summers <lsummer2@oneidanation.org>; Patricia M. King <tking@oneidanation.org>; Tehassi Tasi Hill <thill7@oneidanation.org>

**Cc:** TribalSecretary <TribalSecretary@oneidanation.org>; Brian A. Doxtator <bdoxtat2@oneidanation.org>; Cathy L. Bachhuber <CBACHHUB@oneidanation.org>; Chris J. Cornelius <ccorne10@oneidanation.org>; Danelle A. Wilson <dwilson1@oneidanation.org>; Fawn J. Billie <fbillie@oneidanation.org>; Jessica L. Wallenfang <JWALLENF@oneidanation.org>; Laura E. Laitinen-Warren <LLAITINE@oneidanation.org>; Leyne C. Orosco <lorosco@oneidanation.org>; Rhiannon R. Metoxen <rmetoxe2@oneidanation.org>; Rosa J. Laster <rlaster@oneidanation.org>

**Subject:** E-POLL REQUEST: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

On February 11, 2019, the BC determined that, due to the weather forecast for February 12, 2019, the start time of the regular BC meeting needed to be revised to 1:00 p.m.

The date and time for regular meetings of the BC is set by resolution; therefore, official action is needed in order to make this adjustment and an e-poll is requested due to the short time frame.

#### **Requested Action:**

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., February 12, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)

**Oneida Business Committee Agenda Request****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:

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 1:00 p.m.

**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. Management Specialist/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****6. Cover Memo:**

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

**\*\*\*BACKGROUND\*\*\***

At the October 24, 2018, regular BC meeting, the following action took place:

"Motion by David P. Jordan to approve Monday, February 11, 2019, at 6:00 p.m. as the alternate date and time for inclement weather for the January 31, 2019, tentative annual General Tribal Council meeting and approve an exception to resolution # BC-12-27-16-A and start Executive Session Discussion on February 12, 2019, at 10:00 a.m. if the inclement weather date is utilized, seconded by Jennifer Webster. Motion carried."

Due to inclement weather, the annual General Tribal Council meeting is scheduled to be held on February 11, 2019; subsequently, executive session discussion is scheduled on February 12, 2019, at 10:00 a.m.

Notification was received on February 6, 2019, that the Chairman will be required to appear in Brown County on February 13, 2019. Additionally, the Vice-Chairman has made travel arrangement to attend the NCAI Winter Session, as approved at the January 23, 2019, regular BC meeting; canceling these arrangements will incur charges and due to the current status of the federal government budget, it is imperative we are well represented. Due to these two issues, there will be no Chair for the regular BC meeting scheduled for February 13, 2019.

On February 6-7, 2019, Chief Counsel, the Information Management Specialist, and the Secretary reviewed the draft agenda for the February 13, 2019, regular BC meeting and, in consultation with the submitters, the Secretary made determinations on which items needed to be addressed immediately, and which items could either be addressed in another way (i.e. via e-poll, the next BC meeting agenda, etc).

The recommendation was to address the adjusted agenda on Tuesday, February 12, 2019; an e-poll was conducted and approved which approved an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, starting at 10:00 a.m.

On February 11, 2019, the BC determined that, due to the weather forecast for February 12, 2019, the start time of the meeting needed to be revised to 1:00 p.m.

**\*\*\*REQUESTED ACTION\*\*\***

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, starting at 1:00 p.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

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**From:** TribalSecretary  
**Sent:** Friday, February 08, 2019 8:09 PM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill  
**Cc:** BC\_Agenda\_Requests; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster  
**Subject:** E-POLL RESULTS: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.  
**Attachments:** BCAR Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10 AM.pdf  
**Importance:** High

### E-POLL RESULTS

The e-poll to approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m., **has been approved**. As of the deadline, below are the results:

Support: David P. Jordan, Kirby Metoxen, Brandon Stevens, Lisa Summers, Jennifer Webster

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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

PO Box 365  
Oneida, WI 54155-0365  
Oneida-nsn.gov

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**From:** TribalSecretary  
**Sent:** Thursday, February 07, 2019 10:49 AM  
**To:** Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill

**Cc:** TribalSecretary; Brian A. Doxtator; Cathy L. Bachhuber; Chris J. Cornelius; Danelle A. Wilson; Fawn J. Billie; Jessica L. Wallenfang; Laura E. Laitinen-Warren; Leyne C. Orosco; Rhiannon R. Metoxen; Rosa J. Laster

**Subject:** E-POLL REQUEST: Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, at 10:00 a.m.

**Importance:** High

### **E-POLL REQUEST**

#### **Summary:**

Notification was received on February 6, 2019, that the Chairman will be required to appear in Brown County on February 13, 2019. Additionally, the Vice-Chairman has made travel arrangement to attend the NCAI Winter Session, as approved at the January 23, 2019, regular BC meeting; canceling these arrangements will incur charges and due to the current status of the federal government budget, it is imperative we are well represented. Due to these two issues, there will be no Chair for the regular BC meeting scheduled for February 13, 2019.

On February 6-7, 2019, Chief Counsel, the Information Management Specialist, and the Secretary reviewed the draft agenda for the February 13, 2019, regular BC meeting and, in consultation with the submitters, the Secretary made determinations on which items needed to be addressed immediately, and which items could either be addressed in another way (i.e. via e-poll, the next BC meeting agenda, etc.).

The recommendation is that the adjusted agenda be addressed on Tuesday, February 12, 2019; the BC Support Office will ensure this change is properly noticed and the Secretary will send notice to the Direct Reports to the BC.

#### **Requested Action:**

Approve an exception to resolution # BC-12-27-16-A and hold both the regular and executive discussion meetings on Tuesday, February 12, 2019, starting at 10:00 a.m.

#### **Deadline for response:**

Responses are due no later than **4:30 p.m., FRIDAY, February 8, 2019.**

#### **Voting:**

1. Use the voting button above, if available; OR
2. Reply with "Support" or "Oppose".

Lisa Liggins  
Information Management Specialist  
Business Committee Support Office (BCSO)



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Oneida, WI 54155-0365  
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**5. Accept the Community & Economic Development Division FY-2018 4th quarter report (02:45:26)**

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

Motion by David P. Jordan to accept the Community & Economic Development Division FY-2018 4th quarter report, seconded by Ernie Stevens III. Motion carried:

Ayes: David P. Jordan, Trish King, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Lisa Summers

*Agenda item XV. addressed next.*

**XIII. GENERAL TRIBAL COUNCIL**

**A. Determine an alternate date and time for inclement weather date for the January 31, 2019, annual General Tribal Council meeting (01:23:18)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve Monday, February 11, 2019, at 6:00 p.m. as the alternate date and time for inclement weather for the January 31, 2019, tentative annual General Tribal Council meeting and approve an exception to resolution # BC-12-27-16-A and start Executive Session Discussion on February 12, 2019, at 10:00 a.m. if the inclement weather date is utilized, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Trish King, Lisa Summers

**B. Retro-approve Sunday, December 16, 2018, at 10:00 a.m. as the alternate date and time for inclement weather date for the December 10, 2018, special General Tribal Council meeting (01:25:29)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to retro-approve Sunday, December 16, 2018, at 10:00 a.m. as the alternate date and time for inclement weather for the December 10, 2018, tentative special General Tribal Council meeting, seconded by Jennifer Webster. Motion carried:

Ayes: David P. Jordan, Kirby Metoxen, Ernie Stevens III, Jennifer Webster

Not Present: Tehassi Hill, Daniel Guzman King, Trish King, Lisa Summers

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Resolution # 12-27-16-A Oneida Business Committee Regular Meeting Schedule**

- 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,** Article III, Section 3 of the Tribal Constitution provides that "Regular meetings of the Business Committee may be established by resolution of the Business Committee,"; and
- WHEREAS,** with the passage of BC Resolution 7-7-87-A, the Business Committee established a regular meeting schedule to meet of each Tuesday, at 1:30 p.m., and each Friday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 3-25-88-B, the Business Committee modified the regular meeting schedule to meet each Friday, at 9:00 a.m., and held informational meetings the first Monday each month, at 7:00 p.m.; and
- WHEREAS,** with the passage of BC Resolution 4-26-91-A, the Business Committee modified the regular meeting schedule to meet each week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 2-11-04-A, the Business Committee modified the regular meeting schedule to meet every other week on Wednesday, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 12-10-08-A, the Business Committee modified the regular meeting schedule to meet every second and fourth Wednesday each month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 06-23-10-E, the Business Committee modified the regular meeting schedule to include executive discussion meetings every second and fourth Tuesday of the month, at 9:00 a.m.; and
- WHEREAS,** with the passage of BC Resolution 11-23-16-C, the Business Committee modified the regular meeting schedule to meet every second and fourth Tuesday of the month at 8:30 a.m. for executive discussion meetings, and to meeting every second and fourth Wednesday of the month at 8:30 a.m. for regular meetings; and
- WHEREAS,** the Business Committee has determined an additional regular meeting is required on a quarterly basis for the purpose of addressing quarterly reports from Boards, Committees and Commissions, Corporate Boards, and Standing Committees of the Business Committee; and

**WHEREAS,** the Business Committee has determined this change would better serve the membership of the Oneida Nation and the Business Committee.

**NOW THEREFORE BE IT FURTHER RESOLVED,** executive discussion meetings of the Oneida Business Committee shall be held every second and fourth Tuesday each month, at 8:30 a.m. starting on January 10, 2017;

**BE IT FURTHER RESOLVED,** regular meetings of the Oneida Business Committee shall be held every second and fourth Wednesday each month, at 8:30 a.m., starting on January 11, 2017;

**BE IT FURTHER RESOLVED,** for the purpose of addressing quarterly reports, regular meetings of the Oneida Business Committee shall be held the fourth Thursday of January, April, July, and October, at 8:00 a.m., starting on January 26, 2017;

**BE IT FINALLY RESOLVED,** this resolution shall supersede all prior motions, practices or resolutions, in particular BC Resolutions 12-10-08-A, 06-23-10-E, and 11-23-16-C, regarding the subject of regular meetings of the Oneida Business Committee.

#### CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum; 8 members voted in an electronic poll held on the 27<sup>th</sup> day of December, 2016; that the forgoing resolution was duly adopted at such meeting by a vote of 8 members for, 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way. This e-poll will be presented for ratification at the next Oneida Business Committee scheduled on January 11, 2017.

  
Lisa Summers, Tribal Secretary  
Oneida Business Committee

\*According to the By-Laws, Article I, Section 1, the Chair votes "only in the case of a tie."

**Oneida Business Committee Agenda Request**

Accept the Human Services FY-2019 1st quarter report

**1. Meeting Date Requested:** 02 / 27 / 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:

Additional Requestor:

Additional Requestor:

# BUDGET MANAGEMENT CONTROL ACT PRIORITY – HUMAN SERVICES

FY 2019 Qtr 1 Report  
02.13.2019



# Human Services are designed to help families in need of support, to discover empowerment, culture, self-sufficiency and enjoy the Nation’s amenities.

2 Divisions  
2 Boards  
21 Fund Units

## Governmental Services Division

- Child Support
- Economic Support
- Elder Services
- Family Services
- Food Distribution
- Head Start / Early Head Start
- Social Services Admin
- Parks and Rec Admin
- SEOTS
- Family Fitness
- Adventure & Experiential Recreation
- Parks
- Job Training & Vocational Rehab.
- Oneida Public Transit

## Internal Services Division

- Big Bear Media – Tourism
- Veteran Services
- Aquaponics
- Emergency Food Pantry

## Boards Committees & Commission

- Oneida Nation Commission on Aging (ONCOA)
- Pow Wow Committee

# Shared Themes of Human Services Departments



**Collaboratively working to deliver:**

1. High level of service resulting in great **Customer Experience**.
2. A better **Quality of Life**.
3. Environments that thrive with active **Community Engagement**.

# Child Support

Priority Area: Human Services

Division: GSD – Social Services Area

FY19 Qtr 1

## Status Update:

- 15,362 customer contacts which includes appointments, phone calls, and walk-ins.
- Current cases as of 12/31/18 = 3.181 (353 per case manager)

One (1) Case Manager and one (1) paralegal position are vacant but in process of being filled.

GOAL #1	Increase child support collection rate by 8% by September 30, 2021			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Amend Chapters 703 & 704 of the Child Support Law	2 Law Amendment Work Meetings w/LRO	1 Law Amendment Work Meeting w/LRO	2 Law Amendment Work Mtgs and 1 Mtg w/OPD	5 meeting
Successful adoption of amended Child Support Law	2 Law Amendment Work Meetings w/LRO	1 Law Amendment Work Meeting w/LRO	2 Law Amendment Work Mtgs and 1 Mtg w/OPD	5 meetings

# Economic Support

**Priority Area: Human Services**

**Division: GSD – Social Services Area**

**FY19 Qtr 1**

## **Status Update:**

- TANF Cases (October - 40; November – 71; December – 39 = 150)
- Food Share (October – 472; November – 463; December – 444 = 1,379)
- Medical Programs (October – 1,066; November – 1,053; December – 1,052 = 3, 171)
- Child Care Cases (October – 72; November – 67; December – 67 = 206)
- On-Site Child Care Utilization (October – 98; November – 77; December – 65 = 240)
- WI Home Energy Assistance Program Apps Rec'd (Oct – 120; Nov – 70; Dec – 41 = 231)
- Food Card New Users (October – 166; November – 172; December – 133 = 471)
- Food Pantry New Users (October – 78; November – 78; December – 17 = 173)
- Community Supports Apps Rec'd (Oct – 376; Nov – 321; Dec – 238 = 935)
- Walk-ins (October – 722; November – 678; December – 591 = 1,991)

## ECONOMIC SUPPORT CONTINUED

GOAL #1	Assist 100% of customers who walk in the door by providing resources, information, or services to help them achieve their goals toward self-sufficiency.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Be able to assist 80% of customers with requested services	983 Applications received.	910 applications received	656 applications received	2,549
Number of customers that have received assistance or referral	10 denials with referrals	11 denials with referrals	5 denials with referrals	26
GOAL #2	Empower employees to exercise their expertise in carrying out their job duties to provide self-sufficiency to the customer base.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Quarterly staff evaluations. Staff to attend at least one (1) customer-service training annually.	18 in-house trainings provided for child care. Taught by staff.	5 CV Communication training, WHEAP review with training to improve work	3 State call to improve ways to avoid fraud	26
Staff will report feedback on agency improvements. Decrease the number of complaints.	18 Case Management meetings	2 Case Management meeting	5 Community Appreciation week.	25

# Elder Services

**Priority Area: Human Services**

**Division: GSD – Social Services Area**

**FY19 Quarter 1 Report**

## Status Update:

- Congregate Meals – 508 clients & 3,523 meals
- Delivered Meals – 230 clients & 3,523 meals
- Family Care Giver – 63 clients & 644 services
- Outreach – 74 clients & 180 services
- Elder Abuse Program – 37 clients & 60 services
- Benefit Specialist – 85 clients & 104 services
- Home Chore – 272 clients & 228 services
- Transportation – 66 clients & 625 services
- Info & Referral & DRUMS – 1,155 elders



## Highlights/Upcoming Events:

- The two-day Great Lakes Native American Elder Association (GLNAEA) conference held at the Radisson Hotel & Conference Center with representatives of all 11 Nations in Wisconsin in attendance
  - Dr. Blythe Winchester presented on Alzheimer's disease during the educational part of the event.

## ELDER SERVICES CONTINUED

GOAL #1	Identify training priorities and plan for each service area by May 2019 with staff to complete training plan by September 30, 2021.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Improve competency of staff, each staff will be expected to attend a minimum of three trainings each year that was identified in the training plan.	No trainings offered this month.	2 staff completed training.	1 staff completed training.	3 completed trainings
GOAL #2	Grant-focused elder needs.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Improve the lifestyle of the elders to help them remain in their own homes.	12 calls made to see if any services are required within their home.	1 call made to check if services are needed.	11 calls made to Elders on how to provide services they may need for their homes.	24 calls
Obtain at least one granting opportunity each year to furnish ramps to eligible elders to get in & out of their homes.	1 Grant for Elder Abuse received additional funds to go towards this issue.	Working on a continuous basis w/ Grants Department. 1 contact made	Working on a continuous basis w/ Grants Department. 1 contact made	1 grant & 2 contacts

# FAMILY FITNESS

**Priority Area: Human Services**

**Division: GSD – Parks & Recreation Area**

**FY19 Qtr 1**

## **Status Update:**

- New opportunities (fitness classes) tested at Fitness, with changes to the second quarter schedule at Fitness
- Fitness membership retention rate increased 4% from last fiscal year.

## **Highlights/Upcoming Events:**

- Fitness began programming for Headstart/Fit Kidz with 73 children ages 4 & 5.
- Fitness continues Elder programming 4 x a month during first quarter.
- New beverage machine at Family Fitness replacing snack machine and added “FitCafe” for members serving fresh fruit, sandwiches, and shakes.

Family Fitness Continued

GOAL #1	Increase participants engagements by 2% each year			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Develop programs/ services to decrease overall health care costs of the Oneida Nation	Review data	Review data	Review data	
GOAL #2	Increase wellness scores through assessments and questionnaires by 5% each year			
2019	Oct			
Lead/Lag Measures				
Discussion and agremement made regarding wellness activities	Discussion on measure options	Discussion on measure options	Discussion on measure options	

# Family Services

**Priority Area: Human Services**

**Division: GSD – Social Services Area**

## **FY19 Quarter 1 Report**

### **Status Update:**

- Indian Child Welfare – 271 Oneida children and families – 3,411 Client contacts
- Foster/Kinship Care – 232 Oneida youth – 1,798 client contacts
- Parenting – 833 client contacts (15 in parent education classes & 25 in trauma-informed care sessions)
- Prevention – 1,585 total attendees for youth-group sessions
- Domestic Violence – 1,060 men & women groups & individual services

## Family Services Continued

GOAL #1	Collaborate with Cultural Heritage to develop a two year cultural training plan for staff to be trained monthly and incorporate learnings into their direct practice; to be completed by September 30, 2021.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Develop cultural immersion training program using Comprehensive Health's model for Family Services staff and have it approved for implementation by September 30, 2019.	8/22/18 Supervisor meeting (1) re: engaging Cultural Heritage Department	11/15/18 monthly meeting canceled by Cultural Heritage due to staffing shortage	No activity	
Meet and collaborate with other areas to have cultural training plan completed and ready for implementation in 2020.	Same activity as above	Same activity as above	Same activity as above	
GOAL #2	Continue to develop department policies that align with trauma informed care practices through our engagement with Fostering Futures and the Tribal Action Plan (TAP) through September 30, 2021.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Gain Trauma Informed Care tools and resources	Utilized tools during 5 meetings	Utilized or shared tools to promote TIC during 5 meetings	Utilized tools to promote TIC during 5 meetings	
Attend and participate in Fostering Futures and TAP trauma informed care sub-committee initiatives.	1 TAP sub-committee meeting  1 Fostering Futures Mtg.	1 FF P/C with organizers	No activity due to holidays and cancellations	

# FOOD DISTRIBUTION

**Priority Area: Human Services**

**Division: GSD – Social Services Area**

**FY19 Qtr 1**

## **Status Update:**

- 2,115 clients (Oct – 716; Nov – 700 & Dec – 699) & 1,077 families
- 241 deliveries to elderly and disabled
- 1,179 walk-ins

## **Highlights/Upcoming Events:**

- Nutritionist now on hand to conduct classes and provide information on nutrition.
  - Started cooking class each month with two Nutritionists – well received by clients/community members.

## FOOD DISTRIBUTION CONTINUED

GOAL #1	Move to a store concept, completing one phase each year and full implementation by June 2021.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Fully develop proposal to move to store concept to include details to implement the plan and identify funds for each phase by June 2019	2 phone calls	1 phone call	2 phone calls	5 phone calls
GOAL #2	Have a Nutritionist on hand to conduct classes and provide information on nutrition.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Create budget and final grants to apply for Nutritionist	Nutritionist is free. 2 mtgs 1 call	n/a nutritionist hired 2 calls 1 class	n/a - no cost	2 mtgs; 2 calls; 1 class
Plan is complete when Nutritionist is hired	Nutritionist is free. 2 mtgs 1 call	1st class 26 attend 2 prep calls	2nd class 18 attended 2 prep calls	5 calls; 2 classes; 44 participants

# Emergency Food Pantry

Priority Area: Human Services

Division: Internal Services

FY19 Quarter 1 Report

## Status Update:

Have seen steady progress from our goals established in our Triennial Strategic plan

- First goal of community engagement is utilizing volunteers to support pantry activities and emergency hunger needs in the community. We are on pace to exceed all three-metrics established in FY 19.
- Second goal involves operational sustainability and revolves around the pantry's ability to bring in food donations and distribute to clients. We are on pace or exceeding all measures to fulfill goals this year.
- Third goal is development and aims to create programming for youth and nutrition initiatives within the community. We currently have one cooking and nutrition class once a month with UW Extension and Oneida Food Distribution. Feedback from participants have been positive and the direction is aimed towards participant growth. A survey was conducted to determine what the community would most like to see in programming and results will be forthcoming



## Next Steps:

**Goal 1:** Continue to push for community involvement as we on track to meet goals. Utilizing “Code of Conduct” for current and oncoming volunteers. Build systems within the volunteer coordination for steady growth, expectations, and proper training. **Goal 2:** Progress is continually being made weekly to improve the pantries ability to receive food, efficiencies within the collection process, food drives, bulk pickups, and how we distribute the food to clients.

**Goal 3:** Our cooking and nutrition classes are looking to expand the participants through various avenues. Our goal is to reach all community members that could benefit from uses of traditional foods, cooking skills, and nutrition knowledge. Our newly created Food Connect Team (Pantry, Cannery, Veterans) are also looking for ways to incorporate workshops and summer youth feeding program on the reservation. Ohelku’ has also expressed interest in helping with classes. 2<sup>nd</sup> quarter will also see organizational development with our donation garden for spring.



## Highlights/Upcoming Events:

- Cooking and Nutrition Classes 10:30 AM: Feb 7<sup>th</sup> Blue Cornmeal, Mar 7<sup>th</sup> Salmon, Apr 4<sup>th</sup> Beans (Held at Food Distribution)

## EMERGENCY FOOD PANTY CONTINUED

[illegible]

# Head Start/Early Head Start

**Priority Area: Human Services**

**Division: GSD – Social Services Area**

**FY19 Qtr 1**

## **Status Update:**

- Completed on the chart; All areas progressing

## **Next Steps:**

- Get the signatures for the two (2) Memorandum of Agreements with Early Intervention and Indian Child Welfare.

## **Highlights/Upcoming Events:**

- 2/26 Understanding Addiction: A family Approach-All HS/EHS staff & Family Services of Social Services (Partnering)
- 3/11-13 Fulfilling the Promise Conference-2 EHS staff; 1 FSW All topics relate to the target issues
- 3/7, 14, & 21 Parent Cafés-Strengthening Families thru conversations using the 5 Protective Factors

## HEAD START CONTINUED

GOAL #1	Implement culturally and linguistically appropriate learning experiences to be used in a total immersion classroom			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Develop a curriculum & training materials for phasing in a total immersion classroom by September 2019	Created & distributed list of nature words, 2 songs, classroom schedule, weather chart, clothing project/ study (6 TL)	Created song charts and distributed to classrooms (6 total); All classrooms at NHC practiced 6 songs in Oneida; created food chart, clan list, behaviors (9 TL)	Created traditional food chart; Body parts list; winter time list; Continued 6 songs in all classrooms at NHC (8 TL)	23 curriculum materials created for the immersion classroom and 3 HS classrooms
Begin Phase 1 of the total immersion classroom plan	17 parents attended language class; 5 staff classes were held; 15 children enrolled in the immersion classroom	12 parents attended language class; 4 staff classes held; 13 children enrolled in immersion classroom; 1 drop/1 to new class	16 parents attended language class; 3 staff classes held; 13 children enrolled in immersion classroom	45 parents attended language classes 12 staff classes held 41 immersion children enrolled
GOAL #2	Utilize a strength-based approach to promote family well-being and nurture parent-child relationships by providing support, education and resources to all families.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Increase families' knowledge for accessing housing related resources in the community by August 2019	38 HS/54 EHS received social services 32 HS/45 EHS received community services Referred to other agencies 32 HS/ 45 EHS	51 HS/35 EHS received social services 38 HS/ 35 EHS received community services Referred to other agencies 37 HS/30 EHS	74 HS/31 received social services 71 HS/37 EHS received community services Referred to other agencies 66 HS/ 35 EHS	163 HS/120 EHS received social services 141 HS/117 EHS received community services Referred to other agencies 135 HS/110 EHS
Identify and develop partnerships with community agencies/programs related to housing, homelessness and substance abuse by August 2019	In progress: MOA with Indian Child Welfare for EHS Classroom (1)-(Partnering) Distributed Brown County Community Resource Handbook to 148 HS and 52 EHS families (partnering)	Parent Cafés held: 1, 8, & 15 parents participated (5 Strengthening Families Protective Factors) 12 parents attended all 3 nights (strategy)	IN progress: MOA with Oneida Early Intervention (1) HS ages 3-6 years (Partnering-target population)	2 MOA's in progress 12 parents participated in all 3 Parent Cafés 200 Brown County Community Resource book distributed

# JOB TRAINING & VOCATIONAL REHAB

**Priority Area: Human Services**

**Division: GSD – Education & Training**

**FY19 Quarter 1 Report**

## **Status Update:**

- Due to the WIOA grant award reduction, the Director remains on layoff status. The Counselor/ Administrator remains in an interim position in another Area. There is also a vacancy in the Outreach Coordinator position due to a resignation. Finally, the VR Transition Specialist and interim Administrator is on maternity leave.
- With the vacancies, the Area Manager has assisted in grant writing, reporting and overall grant compliance for WIOA. Because of the reduction in funding and the need for more funding directly to the consumers, the department will be reorganized to provide more direct service to tribal members. This reorganization will begin with the new calendar year after the interim Administrator is back from maternity leave.

## **Next Steps:**

- Services continue to be provided by both programs with the assistance of the former Administrator and the acceptance of additional duties by the existing VR Specialist.

## **Highlights/Upcoming Events:**

- Intakes started for youth workers and working on placements
- Met with seven (7) new students between Green Bay West and Green Bay East in November

JOB TRAINING & VOCATIONAL REHAB CONTINUED

GOAL #1	Over the three years of the plan, 50% of all participants who participate in and exit the program will enter and remain the workforce.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Provide employability services to eligible program participants	37 participants	37 participants	40 participants	114 participants
By 9/30/19, 50% of participants exiting the program will successfully enter, and remain in, employment	5 exited; 1 employed	2 exited program; 0 employed	0 exited; 0 employed	7 exited; 1 employed

PARKS & RECREATION ADMINISTRATION

Priority Area: Human Services                      Division: GSD – Parks & Recreation Area                      FY19 Quarter 1 Report

**Status Update:** Area Mission is “To enhance the quality of life by providing programs and services that promote healthy lifestyles”, and the purpose of the Area is “Providing opportunities for all ages and abilities to acquire a healthier lifestyle.” While creating our triennial strategic plans, we realized that we were more than Parks and Recreation, the leadership team has updated the mission statement, fund unit purpose and name from Parks and Recreation to Area of Community Enrichment.

GOAL #1	Increase our customer utilization of programs, services and facility usage in our Departments by 2% by 2021			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures	Collect information	Collect information	Collect information	
Annual data analysis of program and services				
GOAL #1	Increase in Wellness Index- Area portion by 1% each year			
2019	Oct			
Lead/Lag Measures				
Discuss and create ACE Wellness Index portion measures	Discussion on measure options	Discussion on measure options	Discussion on measure options	

# PARKS

Priority Area: Human Services

Division: GSD – Parks & Recreation Area

FY19 Quarter 1 Report

Status Update:

- Parks had an increase in vandalism (Cora House Park)

GOAL #1	A process for customer service will be implemented with a 2% increase positive customer services score by 2021			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Develop a customer tracking system	Review of current systems	Review of external systems	Review of external programs	
GOAL #1	Wellness Index will be created, implemented and used for services improvements by FY21			
2019	Oct			
Lead/Lag Measures				
Discussion and agreement made regarding departments role in Wellness Index	Discussion on measure options	Discussion on measure options	Discussion on measure options	

# RECREATION

Priority Area: Human Services

Division: GSD – Parks & Recreation Area

FY19 Quarter 1 Report

## Status Update:

Oneida Recreation – Youth Customer Utilization of Core Area Programming (Increase youth customer utilization by 2% by 2021 – SMART Goal #1) This is youth only – rentals, special events, community use not included. FY19 – 1 <sup>st</sup> Quarter						
Month	FY18 Civic	FY19 Civic	%	FY18 CW Bldg.	FY19 CW Bldg.	%
October	998	953	(4.5%)	578	601	4%
November	858	815	(5%)	554	570	3%
December	561	685	22%	486	460	(5%)
TOTALS	2417	2453	1.5%	1618	1631	1%

## Highlights/Upcoming Events:

- Hosted Boo Bash with 1176 community members attending in October
- Hosted Breakfast with Santa- 1,000+ community members in December



RECREATION CONTINUED

GOAL #1	Increase youth customer utilization of Core Area programming by 2% by 2021			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Annual data analysis of programs and services	Collect data	Collect data	Collect data	
GOAL #2	Increase summer programming by 3 morning camps/ clinics by FY21			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Analyze feasibility of adding 1 summer camp clinic	Collect data	Collect data	Collect data	

# SEOTS

Priority Area: Human Services

Division: GSD – Social Services Area

FY19 Quarter 1 Report

## Status Update:

- Based on community surveys, SEOTS has identified three (3) critical issues within the Oneida community of southeast Wisconsin to build awareness around during FY 2019 which are obesity, depression, and cultural competency.
- During the first quarter, SEOTS offered 11 craft classes covering 4 different crafts, 3 culture classes, 1 Haudenosaunee culture film, 10 Oneida language classes, and a trip to Oneida Harvest Fest.
  - Total visits for culture specific offerings during the quarter was 128.



SEOTS CONTINUED

GOAL #1	Implement an awareness strategy to educate the Oneida community of southeast Wisconsin on four critical issues through quarterly programming, direct mail, and social media.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Quarterly program/event around critical issues.	Quarterly event held in November	Native American Craft Fair, 17 vendors, youth performances of traditional songs	Quarterly event held in November	
Improved community competency of critical issues.	Quarterly event held in November	399 attendees	Quarterly event held in November	
Increased individual efforts to address wellness related to critical issues.	Quarterly event held in November	This goal will be evaluated in the annual community survey	Quarterly event held in November	

# Social Services Administration

Priority Area: Human Services

Division: GSD – Social Services Area

FY19 Quarter 1 Report

Mission of the Social Services are is to provide life-long opportunities to strengthen education, well-being and Tsi?Niyukwaliho'T^ (Our Ways).

GOAL #1	Identify training priorities and create a specific training plan for each Direct Report by March 2019. Direct Reports will complete all items on their training plan by September 2021.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Each individual attend a minimum of four trainings each year from their identified plan	18 - individual discussions on training plans	11 - individual discussions on training plans	9 - staff signed up O'cademy orientation 10 - individual discussions on trg plans	
Employee and customer satisfaction improved. Less complaints.	2 meetings regarding complaint	5 meetings regarding complaint	4 meetings regarding complaint	
GOAL #2	Create proactive grant/funding research by scheduling quarterly review meetings, beginning Oct 1, 2018. Meeting will include Grants Office representative, Area Manager and Direct Reports and topic will be to update on expectations, needs and opportunities.			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Number of grant/funding source opportunities reviewed.	1 new grant approved in Eld S	5 contacts regarding use of Self-Governance funds	9 contacts made to schedule meeting w/Grants Mgmt	
Identify grants that do not include Tribal Contribution match and actively pursue if appropriate.	2 discussions in Eld S	2 discussions Eld S & 1 HS-EHS	1 discussion Eld S & 2 with HS-EHS	

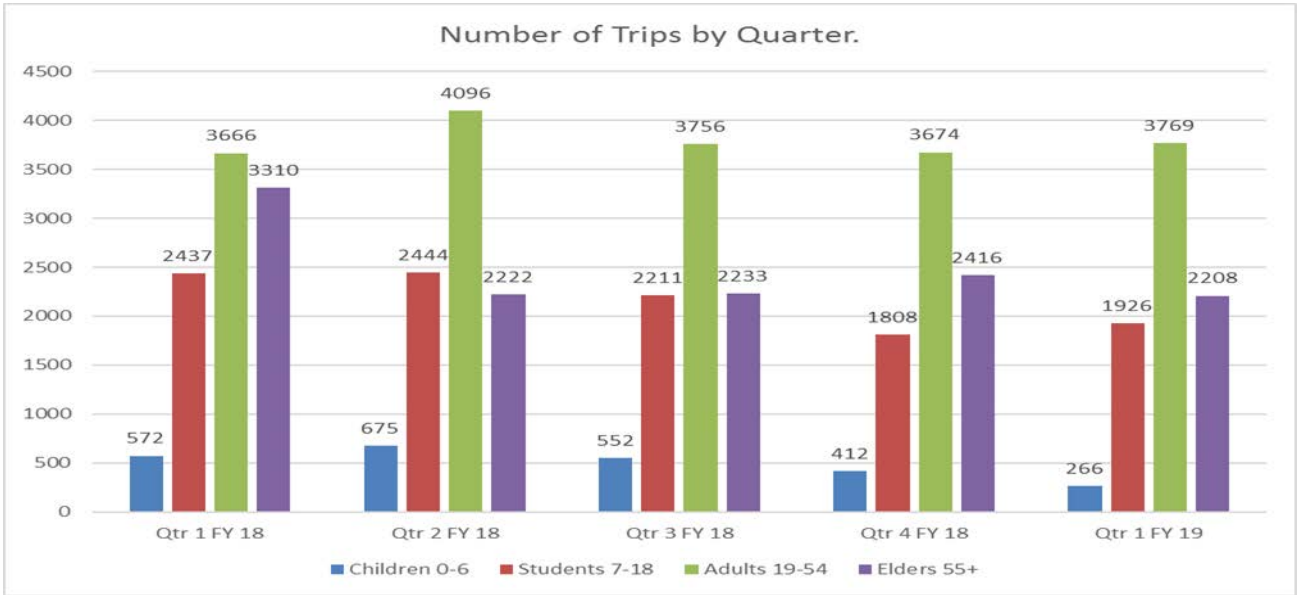
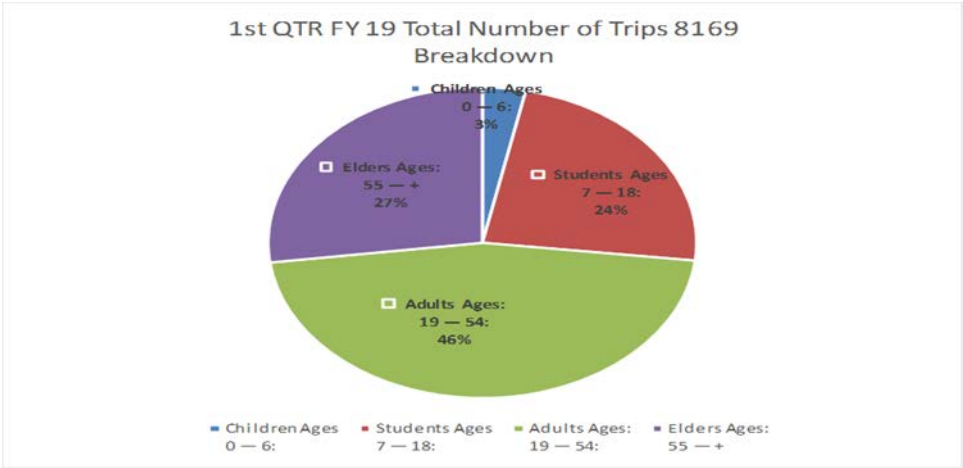
# TRANSIT

Priority Area: Human Services

Division: Governmental Services Division (GSD)

FY19 Quarter 1 Report

Status Update:



## TRANSIT CONTINUED

GOAL #1	To implement the Transit Mobil App by March 2019			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Amount of time spent this project	Purchased		Sent mobile Parameters	
The number of clients utilizing the mobile app				
GOAL #2	To purchase an additional vehicle by September 2019			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Procurement process				
GOAL #2	To have 20 business days at 100%on time performance by September 2019			
2019	Oct	Nov	Dec	Total
Lead/Lag Measures				
Set monthly goals for drivers		8	10	
Let drivers/dispatcher know where we are currently		12	10	

# Oneida Nation Veteran Dept.

Priority Area: Human Services

Division: Internal Services

FY19 Quarter 1 Report

## Status Update:

- Working with VA case worker on increasing HUD/VASH vouchers due to demand of homeless veterans housing.
- Major initiative is Customer Service with Department numbers reflecting that with an average of 322 customers per month. VA Disability Retro payments equaled \$25,212.00 and Disability payments equaled \$5,214.00 in the 1<sup>st</sup> quarter.
- Production on leafy lettuce is up once again. A drop in production was due to the holidays in November and December, thus no school. Produce (lettuce) to AJRCCC when available.

## Next Steps:

- Following up with external partners/customers on status of veterans permanent supportive housing in Oneida.
- Maintain excellent customer service
- Working on improving production of lettuce due to demand of product from both the high school and elementary school.

## Highlights/Upcoming Events:

- State of the Tribes address in Madison
- Farmory site visit in January



VETERANS DEPT CONTINUED

[illegible]

Areas with no information submitted:

- ONCOA
- Pow wow Committee

Feedback regarding this report will be greatly appreciated. Questions and/or concerns will be shared with the team to address.

# Need more information about Human Services?



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



## Governmental Services Division

George Skenandore  
Division Director

[gskenan1@oneidanation.org](mailto:gskenan1@oneidanation.org)



## Internal Services Division

Joanie Buckley  
Division Director

[jbuckley@oneidanation.org](mailto:jbuckley@oneidanation.org)



## Pow Wow Committee

Tonya Webster  
Chair

[twebster@oneidanation.org](mailto:twebster@oneidanation.org)



## ONCOA (Oneida Nation Commission on Aging)

Patricia Lassila  
Chair

[rpowless@oneidanation.org](mailto:rpowless@oneidanation.org)

Accept the Public Safety Group 1st Quarter Report  
**Orinda Business Committee Agenda Request****1. Meeting Date Requested:** 02 / 27 / 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 Member

Additional Requestor:

Additional Requestor:

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

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

Background:

Service Groups per Chapter 121.5-3

2019 Quarterly Reporting Schedule

October 1, 2018 - December 31, 2018

Requested Action: Motion to accept the Public Safety Group 1st Quarter Report

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

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

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

# Public Safety Service Group

FY 2019 – First Quarter Report

*Service Group per Chapter  
121.5-3*

Police Department

Emergency Management

Department of Public  
Works

Environmental Health

Municipal Recycling

# Public Safety Service Group

- Goal
  - Through collaboration with internal and external entities, we strive to create a better quality of life and work to address the needs of our Nation and Community Members through education, prevention, mitigation, intervention, training and enforcement.

---

The Public Safety group is one of thirteen service group categories established by the Nation. This report outlines the goals, status, measurements and next steps to realizing our goals.

# Police Department

- Goals
  - Develop and retain a quality workforce
    - Ongoing posting to fill vacancies
    - Succession planning
  - Create a culture that recognizes the importance of safety
    - CRO position
    - Boo Bash
    - High School Events
    - ALICE Drills
    - DARE/GREAT Classes
    - Shop w/Cop
    - Blanket Making
  - Explore new technology to maximize the efficiency and seek outside funding sources for equipment needs
    - Received funding for 3 - 2019 state grants
    - Application for CTAS 2019

Oct 1 – Dec 31, 2018

Total # of Phone Calls = 4,394

Total # of Calls Responded to = 3,138

# Emergency Management

- Goals
  - Employ both full time Director and EM Coordinator by Oct 2019
    - Working with HRD
  - Create a culture within the community that recognized the importance of prevention, preparedness, response, recovery and mitigation through EM training that fosters a community attitude of self-resilience
    - Boo Bash Event donation
    - Elder Services donation
    - Budget Showcase
    - Begin implementation of RAVE alerting system
  - Research and develop plan for seeking outside funding through grants from FEMA and DHS
    - EMPG FY 2019 application submitted
    - Work with Bay Lakes Planning to secure State grant for update of Nation's Pre-Disaster Mitigation Plan

## Department of Public Works

- Goals
  - Incorporate best practices within each department by 2021
    - Began analysis of each area's industry standard best practices
  - Create succession plan and career paths for employees including short and long term planning by 2021
    - Creating draft plan and supporting policies and procedures
  - Maintain and increase the overall value of the infrastructure of the Oneida Nation
    - Create draft list of existing facilities and equipment maintained by DPW and identify value

Our main focus with Public Safety this past quarter is:

- Work with Emergency Management and OPD in designating snow emergency routes.
- Work with OPD on communication process in the event of an emergency during a storm that requires roads to be cleared for emergency response

# Environmental Health & Safety

- Goal
  - Develop an online food handler’s course by 2019 and have 75% of food programs staff complete certification by 2021
    - Teach food certification course and work with T&D to offer online course.
    - Teach food safety course and work with T&D to offer online course

Activity	# of Activities Oct 1 – Dec 31, 2018
• Perm. Food Lic. Inspected/Issued	35
• Private Well Owner Water Quality Testing	9
• Community Members Certified Food Safety	25
• HS Students Completed Food Safety Class	6
• Temp Food Service Inspection	1
• Independent Food Vendor Lic. Issued/Inspected	1
• Pet Safety Program Participant Incentives	55
• Work on Food Service Code	2
• Community Budget Mtg – Interactions	15
• Home Site Assessment for Public Health Concerns	1
• Domestic Animal Ord Mtgs	3
• Drinking Water Lead Samples for School & Childcare	15
• Clean Sweep: E-Vouchers	12

# Municipal Recycling

- Municipal Recycling
  - Seek adoption of the Integrated Waste Management Plan by the Oneida Business Committee by December 31, 2018 and begin following procedures outlined in the plan on January 1, 2019

<u>Activity</u>	<u># of Activities</u>
• Illegal dumping complaints/clean up	5
• Curbside collections = 1,014	1,014
• Customer Service Issues = 61	61

**Oneida Business Committee Agenda Request**

Accept the Housing FY-2019 1st quarter report

**1. Meeting Date Requested:** 02 / 27 / 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:

Additional Requestor:

Additional Requestor:

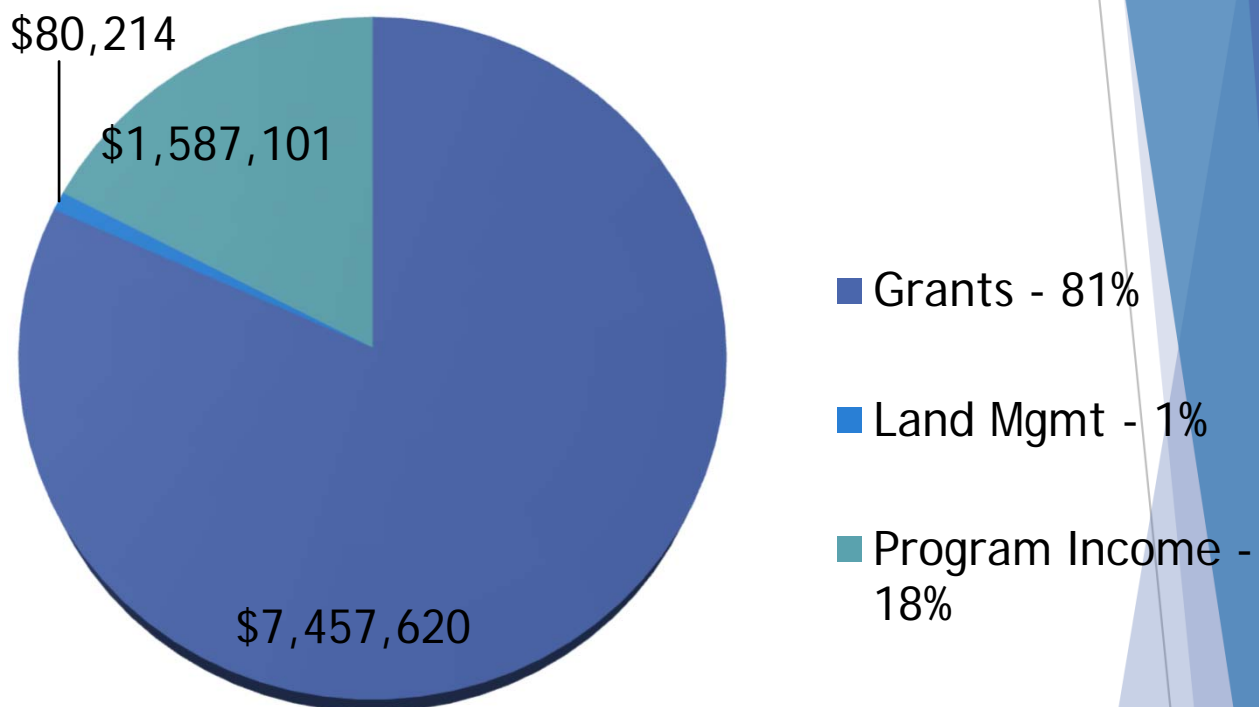
Oneida Comprehensive Housing Division  
Oneida Nation Housing Programs



# COMPREHENSIVE HOUSING DIVISION FY 2019 1<sup>ST</sup> QTR REPORT October-December 2018

Dana McLester  
Comprehensive Housing  
Division Director

# COMPREHENSIVE HOUSING DIVISION FY 2019 Budget Funding Sources Total \$9,124,935



## Program Income Includes:

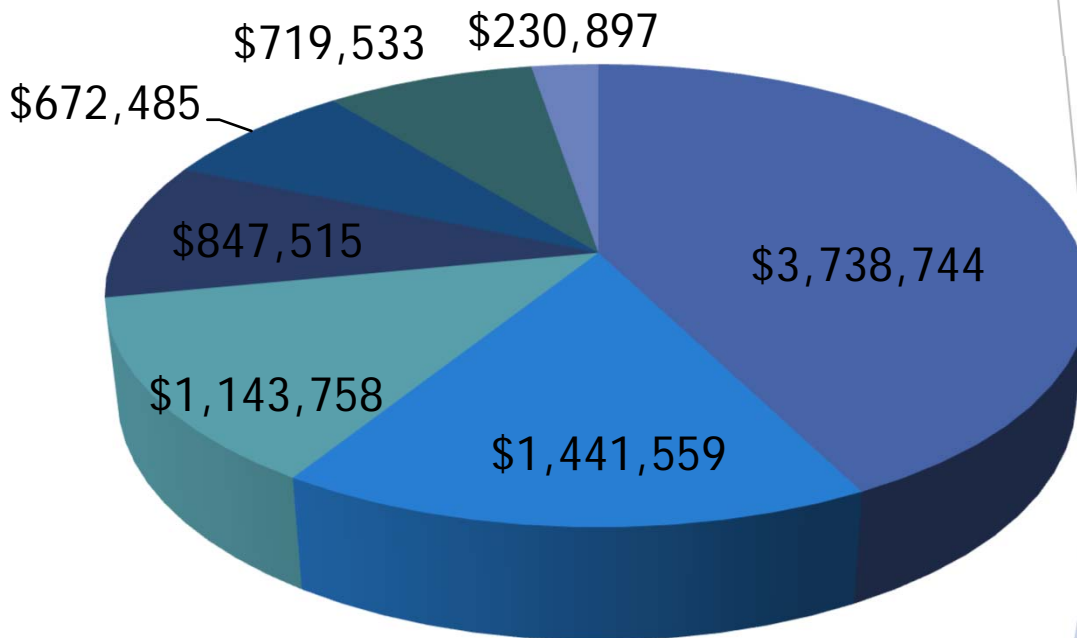
- Rental Income
- Administration Fees
- Interest Income
- Miscellaneous Income
  - Launderette
- Other Charges for Services
  - Work Order Charges
  - Utility Charges

## Grants:

- Indian Housing Block Grant
- HUD-VASH
  - Veteran Affairs Supportive Housing

# COMPREHENSIVE HOUSING DIVISION

FY 2019 Budgeted Expenditures  
Total \$8,794,491



- Residential Development - 42.5%
- Maintenance - 17%
- Rehabilitation & Modernization - 13%
- Planning & Admin - 9.5%
- Resident Services - 7.5%
- Residential Sales - 8%
- Community Outreach - 2.5%

The Comprehensive Housing Division consists of all residential services offered by the Nation.

## Departments within the Comprehensive Housing Division

- Finance and Administration
- Resident Services
  - Income Based Rental Program
  - Income Based Rent-to-Own Program
  - General Renal Program
- Maintenance
- Residential Development
- Community Outreach
  - Three Sister's & Flying Leaf Community Outreach Programs
- Rehabilitation & Modernization
- Residential Sales & Mortgages
- Residential Leasing

# COMPREHENSIVE HOUSING DIVISION INVENTORY

## ► Total Rental Inventory: 468 Units

Income Based Rentals:  
328 Units  
(Federal Funded Units)

- **Single Adult/Adult Couple Units: 18**
  - Households consisting of a maximum of 2 household members, no children
- **Small Household Units: 134**
  - Households consisting of a maximum of 4 household members (with or without children)
- **Large Household Units: 121**
  - Households consisting of 5 or more household members
- **Elder/Disabled Household Units: 55**
  - Households consisting of a maximum of 2 adults, no children, and 1 adult 62 years or older

Income Base Rent-To-Own: 39 Units  
(Federally Funded)

- **Single Family Units: 39**
  - 2 Bedroom - 1
  - 3 Bedroom - 19
  - 4 Bedroom - 14
  - 5 Bedroom - 5

## COMPREHENSIVE HOUSING DIVISION INVENTORY Continued

### General Rentals:

101 Units

(Tribal Funded Units)

- ▶ Apartments: 26
  - ▶ 1 Bedroom - 4
  - ▶ 2 Bedroom - 22
- ▶ Duplexes (One Side): 29
  - ▶ 2 Bedroom - 18
  - ▶ 3 Bedroom - 11
- ▶ Single Family Units: 13
  - ▶ 2 Bedroom - 1
  - ▶ 3 Bedroom - 8
  - ▶ 4 Bedroom - 3
  - ▶ 5 Bedroom - 1
- ▶ Elder Apartments - Overland Road: 29
  - ▶ 1 Bedroom - 29
- ▶ Life Estates: 4

# Resident Services

## Rental & Rent-to-Own Programs

- ▶ 76 Warning letters for rent have been issued.
- ▶ 11 - 30 Day notices issued
- ▶ 1 - Probation Letter
- ▶ 1 - Court Appeal
- ▶ Current wait list:
  - ▶ **Income Based Rental Program: 95**
    - ▶ Single Adult/Adult Couple Units: 13
    - ▶ Small Household Units: 14
    - ▶ Large Household Units: 14
    - ▶ Elder/Disabled Household Units: 54
  - ▶ **Income Based Rent-to Own Program: 43**
    - ▶ Single Family Units:
      - ▶ 3 Bedroom: 23
      - ▶ 4 Bedroom: 15
      - ▶ 5 Bedroom: 5
  - ▶ The General Rental Program is in transition to a wait list process.

## **Collections:**

- ▶ The Comprehensive Housing Division's collection efforts focus on unpaid balances from past rental and homeownership tenants.
- ▶ Unpaid balances consist of one or combination of the following:
  - ▶ Unpaid Rent
  - ▶ Green Bay Water Utility tax liens, unpaid by tenant
  - ▶ Property Damage

## **Collection Challenges**

- ▶ Repayment agreements are established in effort to provide tenants an opportunity to avoid termination and eviction due to breach of the rental agreement. A tenant repeated request for "a chance" and their promise to pay can accumulate total arrears.
- ▶ Tenant habits of heavily relying on per capita and/or tax returns to pay rent develop poor payment habits while being in breach of the rental agreement.
- ▶ Tenant habits of heavily relying on assistance from program providers develop poor payment habits while being in breach of the rental agreement and utility service providers.

## **Working with Tenants**

- ▶ Warning letters are issued when a tenant falls behind or has an unpaid balance
- ▶ A meeting is established to discuss the situation and hear the tenants plans of action
- ▶ CHD refers tenants to program providers that may provide assistance
  - ▶ Community Support
  - ▶ Utility Assistance
  - ▶ Temporary Assistance for Needy Families (TANF)
  - ▶ Budgeting at Community Education Center (CEC)
- ▶ CHD Resident Services Staff offers basic budgeting when possible and also refers tenant to local agencies that offer budget training
- ▶ Repayment Agreement are established
  - ▶ Weekly Installments
  - ▶ Per Capita (when applicable)
  - ▶ Tax Returns (when applicable)

## **Concerning Tenant Matters**

- ▶ Unpaid rent and/or utilities continue to be the primary reason for involuntary termination of CHD Rental Agreements. Social concerns are often a significant part of noncompliance of the rental agreement, which places the agreement at risk and in some cases results in eviction
- ▶ The reasons behind an eviction are often complete, comprising of multiple compliance concerns with CHD having provided ample opportunity for tenants to make choices necessary to avoid eviction.
- ▶ CHD continues to work with other departments and internal referrals to CHD's Community Outreach Supervisor & Caseworker in effort to guide tenants to resources that may assist the tenant with the necessary training, education, or counseling needed to make decisions to avoid placing their housing at risk of termination.

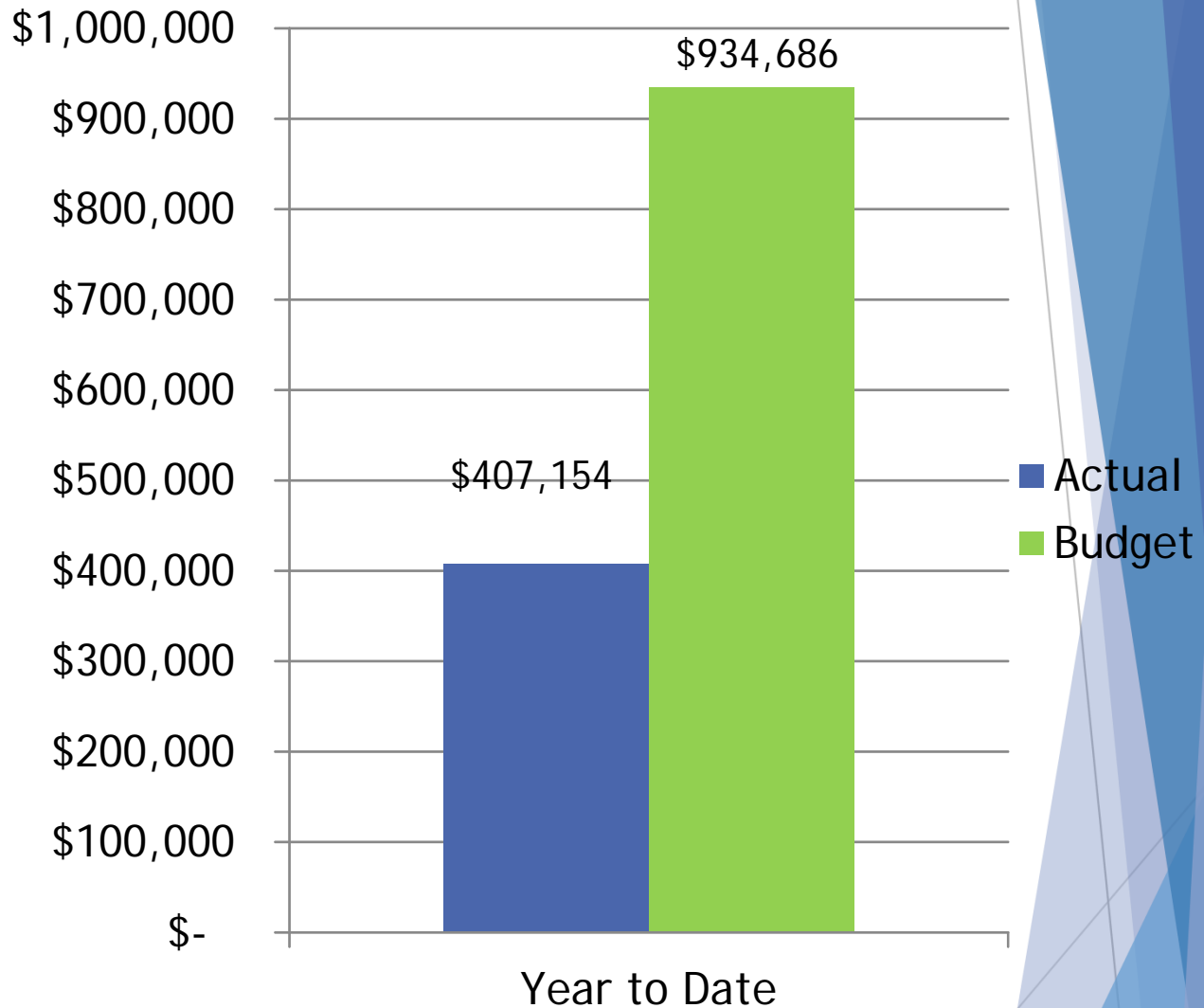
Maintenance  
Total Expenditures - \$274,207.13  
Variance - (\$86,181.87)



Total Tenant Move-outs - 20  
Total Tenant Move-ins - 9  
Work Orders - 356

## Residential Development

Total Expenditures - \$407,154.60  
Variance - (\$527,532.40)



7181 Path of the Bear - Completed for Occupancy  
Elder Village Phase II - 8 Cottages Various Design:

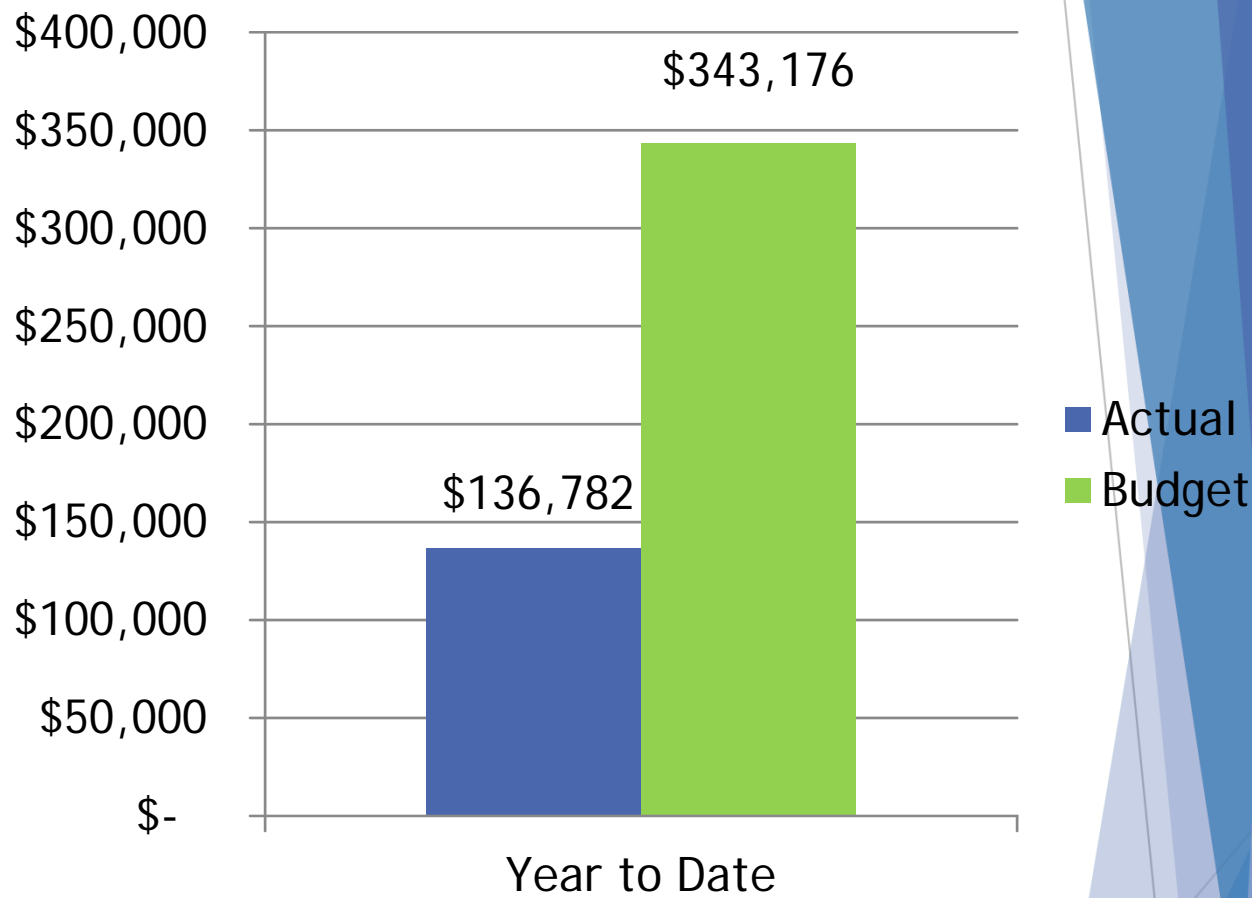
- 4 Units are 75% Complete
- 4 Units are 25% Complete

Community Outreach  
Total Expenditures - \$30,150.41  
Variance (\$23,621.59)



The Community Outreach Program is currently being redefined to maximize our resource and optimize our programming to better serve the Oneida Community. Program focus: Crime Prevention, Drug Abuse Prevention, Cultural Development, and Family Development.

Rehabilitation & Modernization  
Total Expenditures - \$136,781.50  
Variance - (\$206,394.50)



Work Orders for Annual Inspections - 42  
Floor Installation - 8 Units  
Roofs Replaced - 2 Units  
Cabinets Replaced - 2 Units

## Residential Sales & Mortgages

- ▶ There is a moratorium on TLC Loans.
- ▶ New Loans:
  - ▶ TLC - \$320,000
  - ▶ VET TLC - \$169,500

TYPE	TOTAL # OF LOANS	TOTAL LOAN RECEIVABLE
TRIBAL LOAN CREDIT (TLC)	275	\$18,451,748
THRIL	22	\$ 243,577
VET-TRIBAL LOAN CREDIT	82	\$ 5,580,174
TOTAL	379	\$24,337,254

### Comprehensive Housing Division Vacant Residential Sale Units

Address	Acquired Date	Transferred to Comprehensive Housing	Projected Completion Date
		Pending Litigation	
N6936 Cornelius Circle	09/30/2018		FY 2019
3781 Hillcrest	5/31/2018	5/31/2018	April 2019
3011 West Point Road	4/2/2018	4/2/2018	April 2019
4362 Hillcrest	9/8/2016	10/1/2017	FY 2019
W1709 County G	11/1/2013	10/1/2017	FY 2019
2458 County Road EE	8/1/2013	10/1/2017	FY 2019
1156 Riverdale Drive			FY 2020
1160 Riverdale Drive			FY 2020

## Residential Leases

- ▶ Total Residential Leases - 720
- ▶ Total HBO Sites Offered - 50
  - ▶ Current Advertised HBO Sites - 5
    - ▶ Beech Tree Lane Lot 2
    - ▶ Beech Tree Lane Lot 3
    - ▶ Beech Tree Lane Lot 4
    - ▶ Beech Tree Lane Lot 6
    - ▶ Beech Tree Lane Lot 7

**Oneida Business Committee Agenda Request**

Accept the Utilities, Wells, Wastewater and Septic FY-2019 1st quarter report

**1. Meeting Date Requested:** 02 / 27 / 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:

Additional Requestor:

Additional Requestor:

DEPARTMENT OF PUBLIC WORKS  
FY19 1ST QUARTER RPORT  
UTILITIES, WELLS, WASTEWATER, & SEPTIC



UTILITIES

WELLS, SPETIC, & PLUMBING



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

# EXECUTIVE SUMMARY

## 1ST QUARTER FY19

# UTILITIES

## 1ST QUARTER FY19

GOAL	OBJECTIVE	PERCENT COMPLETE
Ensure safe drinking water and environmentally safe wastewater to the Oneida Nation Public Community System on a daily basis	Daily rounds and maintenance have been logged at each Pump House, Lift Station and the Wastewater Treatment Plant.  Luann attended training in Chippewa Falls October 1 <sup>st</sup> and 2 <sup>nd</sup> for Small System Operator training	On-going
Provide efficient Customer Service	Greets Customers professionally and communicate complaints and requests to appropriate staff and other entities in a timely manner.	On-going
Identify staff to be training and assist with billing, invoicing, data entry, RFP's, Contracts, processing PO's, and other documentation/.	Three (3) employees are all trained for backup purposes to accept payments for customer accounts and retrieve balances.	25%

# WELLS, WASTEWATER, & SEPTIC

## 1ST QUARTER FY19

GOAL	OBJECTIVE	PERCENT COMPLETE
Identify staff to be training and assist with billing, invoicing, data entry, RFP's, and Contracts, processing PO's, and other documentation	<p>To assist with our Office Manager: We have one DPW staff available to assist when she is available. She currently helps with internal and external billing. However, she is limited to with her time at this time of year as she works with Groundskeeping.</p> <p>Reporting for work orders for all individual customers to give more accurate data of the Nations buildings and people we serve.</p>	10%
Train staff to project manage septic and well installations	To assist with our Manager: We have one of our Plumbers assisting with Archibus work orders. By entering them in and closing the work orders. When we update his job description, we will add the responsibility of oversee the Well & Septic Projects.	10%

**Oneida Business Committee Agenda Request**

Accept the Planning, Zoning and Development FY-2019 1st quarter report

**1. Meeting Date Requested:** 2 / 27 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:

Other - 1st Qtr. Report Oct.'18-Dec.'18 Service Group

Agenda Header: 

Reports

☒ Accept as Information only☐ Action - please describe:

Planning, Zoning and Development 1st Qtr. Report Oct. 18' -Dec. 18'

**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:

Troy D. Parr, AIA, Division Director/Community & Economic Development Division

Primary Requestor/Submitter:

Submitted By: Grace Koehler, Executive Assistant

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:

FY19 1st Quarter Report for Planning, Zoning and Development

- 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



# Community & Economic Development Division

## BMCA (121.5-3.a) Quarterly *Budget Service Group* Report:

## Zoning, Planning & Development

Presented to Oneida Business Committee

February 13, 2019

# Who is our Service Group?

In accordance with the Budget Management & Control Act, our Division operates the functional areas identified in the ***Planning, Zoning & Development*** Service Group.

All of these Services Group components exist within the organizational structure of the *Community & Economic Development Division* – which includes the following Areas and Departments:

- Community **Development** Area
  - Planning
  - Zoning
  - Geographic Information Systems
  - Engineering
  - Transportation **Planning** & Tribal Transportation Program
- Economic **Development** Area

# Current Priority List Status Report:

- **Planning:**

- Current status on measurement:

- 95% complete on aligning Planning Process with Capital Improvement Process

- How this effort supports Nations Priorities:

- Strengthens our sovereignty and enforcement of tribal laws

- Next Steps to realize SMART Goals:

- 100% completion with alignment of Planning Process with Capital Improvement Process

# Current Priority List Status Report:

- **Zoning:**
  - Current status on measurement:
    - 50% complete on code updates for each inspector completed during FY`19
  - How this effort supports Nations Priorities:
    - Strengthens our sovereignty and enforcement of tribal laws
  - Next Steps to realize SMART Goals:
    - Completion of recording of code updates by inspectors. Goal will be 75% complete in Q2 of FY`19

# Current Priority List Status Report

- **Development:**

- Current status on measurement:

- 100% confirmed receipts in FY`19-Q1 owed to the Engineering Department to validate revenue budget amount.

- How this effort supports Nations Priorities:

- Ensure tribal laws, code standards and budget standards adhere to health, safety and welfare of the Oneida Nation

- Next Steps to realize SMART Goals:

- Continue completing monthly billing in FY`19 at 100%.



# Community & Economic Development Division

Thank you!

Yaw^ko

**Oneida Business Committee Agenda Request**

Accept the Government Administration FY-2019 1st quarter report

**1. Meeting Date Requested:** 02 / 27 / 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 Member

Additional Requestor:

Additional Requestor:

# Government Administration



# Government Administration

## Executive Summary

Government administration is comprised of:

- 28 fund units
- Nine (9) Boards, Committees, and Commissions whose members are appointed
- Seven (7) Boards, Committees, and Commissions whose members are elected
- Judiciary system whose members are elected

Boards, Committees, Commissions, and Judiciary provides a quarterly report in accordance with Title 1. Government and Finances – Chapter 105 Boards, Committees, and Commissions - Laotiyanksh&ha k<tyohkway<4&se> (Their laws of the groups we have)

Government Administration components look to the greater good to incorporate “Good Governance Principles” so that collectively we can:

- Clear the path for Tribal operations
- Fulfill our constitutional responsibility to conserve and develop our common resources
- Promote the welfare of ourselves and our descendants

The outcome of Government Administration is a Nation of Strong Families built on Tsi>Niyukwaliho T^ and a strong economy.

The Triennial Strategic Plan (TSP) roadmap will guide the Nation to realize our strategies, ultimately our Mission. The following Government Administration components have completed their (TSP’s) describing a total of 52 specific SMART goals and outcomes:

- |  |  |
|--|--|
| ➤ Self-Governance                      | ➤ Risk Management  |
| ➤ EH&S Division Admin                  | ➤ Central Accounting   |
| ➤ Legislative Affairs / Communications | ➤ GTC Legal Resource Center                                      |
| ➤ Human Resources                      | ➤ Internal Services Administration                               |
| ➤ Finance                              | ➤ Grants   |
| ➤ Purchasing                           | ➤ Big Bear Media; Print Center/ Mail Center/Kalihwisaks/ Tourism |
| ➤ Licensing Coordinator                |  |
| ➤ Indian Preference                    | ➤ M.I.S.   |

# Government Administration

Who We Are	SMART Goal #1	SMART Goal #2	SMART Goal #3
Self-Governance Candice Skenandore	Set up a contingency fund proposal to alleviate budget cut impact and present it by December 2019 and implemented by 2020	Fully staff Self-Governance office with one additional position with required competencies by 2021	Survey community to identify current needs. To be made smart
E H & S Division Patrick Pelky	Update job description and compensate our team for the services they perform	We will engage in Federal agencies, BC and other Tribes through this fiscal year	Work to develop better processes for distributing lands for the best utilization by the end of the fiscal year
Legislative Affairs / Communications Melinda J Danforth	Branding - We will increase the awareness and effectiveness of our brand by September 2021	Government Relations - We will enhance our relationships with political leaders every year by increasing the amount of networking sessions	Oneida Nation Government Engagement - Support the Oneida Nation government with the 2020 election through outreach and communication
Human Resources Geraldine Danforth	HRD will develop and implement a plan to reshape HR to become a strategic business partner with fund units by September 30, 2021	Acquire and implement HRIS System	Attract and retain employees. Need to advertise
Oneida Business Committee	Advancing On^yote?aka principles	Exercising Sovereignty	Improving Organizational Changes
Oneida Business Committee	Inspiring Yukwatsistay^	Encouraging Tsi?niyukwalihot^	Promoting Positive Community Relations
Finance Lawrence Barton	Through our work and advice, not go into cost containment	Consistently meet financial obligations. Optimize expense management	Responsible and effective asset management. Reporting
Purchasing Patrick Stensloff	Develop training videos for future use for all Tribal Business Units. Training videos will focus on proper procurement process	Create a robust Oneida Intranet page which contains tools & guidelines and SOP's for use & reference	Develop a standardize list of office supplies to reduce the number of products and reduce prices
Licensing Coordinator Tonya Webster	Offering more types of licenses	Expand department by hiring another person	Increase revenue by 10% or more each year

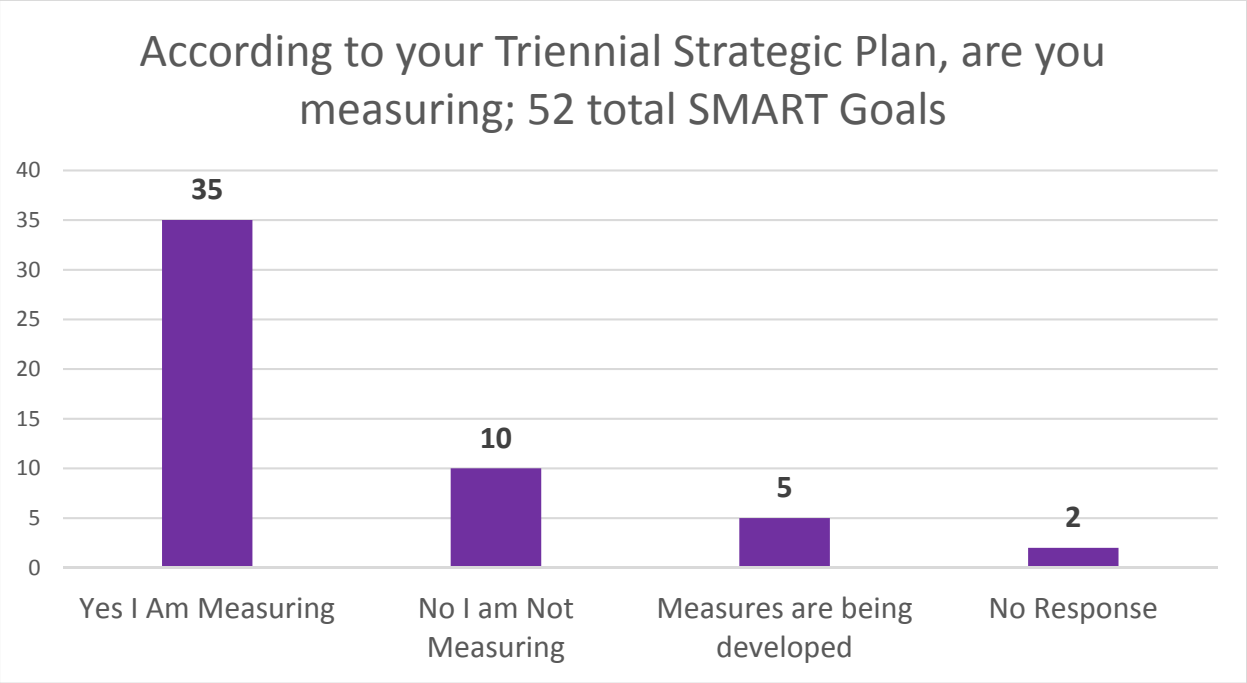
# Government Administration

Who We Are	Smart Goal #1	Smart Goal #2	Smart Goal #3
Indian Preference Travis Wallenfang	Establish STEM or Engineering is Education programs for the Elementary school	Enhance Apprenticeship opportunities for Tribal Skilled Trades workers	Open the door for opportunities for Tribal skilled trades workers for projects located on and near the Oneida reservation
Indian Preference Travis Wallenfang	<b>SMART Goal #4</b> Attain long term positions establishing careers for Tribal Skilled Trades workers when working on or near the Oneida reservation		
Risk Management Robert Keck	Manage health care costs at or below annual budgeted amount	Create a formal cyber breach response plan	Rewrite the Safety Law
Central Accounting Lee Thomas	Clean Audit Opinions	Accounts Payable – Ten (10) business day turnaround	Timely Monthly Financial Reporting received electronically
G.T.C. Legal Resource Center Wesley Martin / Tsyoslake House	The GTC Legal Resource center will be adequately staffed within the first three months of the 2021 budget cycle; using reports from our database for services requested and rendered, this data will actual staffing needs	The GTC Legal Resource Center will amend the GTC Legal Resource Center law by July 2021	The GTC Legal Resource Center will have a political appointee training and transition plan in place by July 2021
Internal Services Administration Joanie Buckley	By 2021, Internal Services Division will work to realign areas and create synergies in Technology, Media and Food System	By 2021 will have established a baseline for measures for Internal services departments, services, and staff using business intelligence (data) and using the data to improve departments, services and staff	By 2021, Internal Services will have supported several new initiatives that support the Oneida Nation
Grants Cheryl Stevens	Enhance tribal services with external grant funding of \$5 million dollars per year	To increase Oneida Nation staff knowledge by providing grants training to programs/departments in need	Provide administrative and fundraising support to the Oneida Youth Leadership Institute
Print Center/Mail Center / Tourism (Michelle Danforth Anderson) & Kalihwisaks (Dawn Walschinski)	Advancing On^yote>aka principles through integrated initiatives to Experience Oneida	Improving organizational changes toward operational sustainability and capacity building, and quality of work	Encourage Tsi>Niyukwalihot^ with new programs to attract & engage Customers, i.e. e-commerce, Explore Oneida programs, media
MIS Dave Cluckey	Expand and improve technology systems, infrastructure, and support	Provide Technologies and Processes that Promote Information Sharing & Collaboration	Keep the system running (KTSR)

# Government Administration

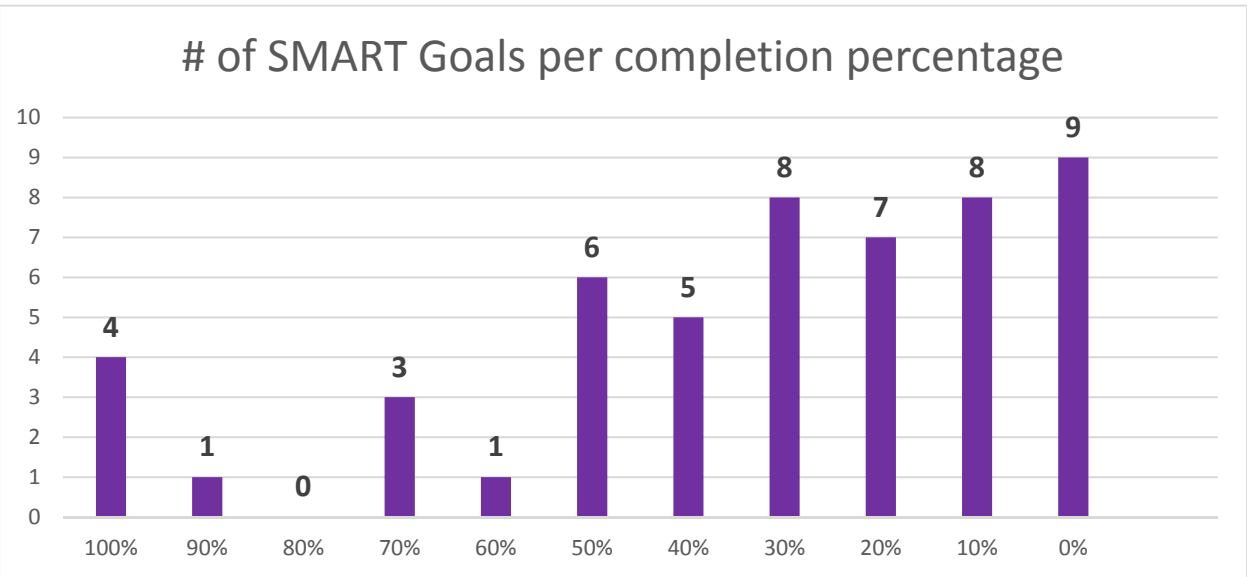
## Measurements

Government Administration components describe 52 SMART goals. 35 SMART goals are being measured; 10 SMART goals are not being measured; and 5 SMART goals are being developed; and no status reported for 2 SMART goals



## Completion % of Measurements

Status - The following chart reports the completion % for each SMART Goal. IE. 4 SMART goals are complete (100%); 6 SMART goals are 50% complete, and 9 SMART goals are 0% complete, not started, or are being developed.



# Government Administration

## Good Governance Principles

The Oneida Business Committee has determined that implementing and practicing governance principles will enhance the Nation's path to realizing our priorities, our Mission, and our Vision. Good governance enhances the process of decision-making and then is the efficiency to execute those decisions. Historically, good governance processes were incorporated within the clan system.

**Rule of Law** - Ensuring the rules are known and applied equally to all with clear appeal (if needed) and are enforced by an impartial regulatory body, for the full protection of Oneida Nation stakeholders

**Transparency** - Open communication about actions taken and decisions made ensuring access to information is clear

**Responsiveness** - Availability to the public and timeous reaction to the needs and opinions of the public

**Consensus Oriented** - Consultation is required to understand diverse interests (Membership, Employee, Community) to reach a broad consensus of what is in the best interest of the Nation and how this can be achieved in a sustainable and prudent manner

**Equity and Inclusiveness** - Providing the opportunity for the Nation's stakeholders to maintain, enhance, or generally improve their well-being which provides the most compelling message regarding its reason for existence and value to the Nation

**Effectiveness and Efficiency** - Processes implemented by the Nation producing favorable results which meets the needs of Membership, Employees, Community, while making the best use of resources – human, technological, financial, natural and environmental

**Accountability** - The acknowledgement and assumption of responsibility for decisions and actions as well as the applicable rules of law

**Participation** - Fostering a system in which the public feels that they are part of decision-making processes, including freedom of expression and assiduous concern for the best interests of the Tribe and community in general

The eight (8) major characteristics, when successfully implemented, ensures the following:

- responsive to the present and future needs of the Nation
- exercising prudence in policy-setting and decision-making
- ensuring the best interests of all stakeholders are considered

# Government Administration

## Conclusion

The components (fund units) within the Service Group titled, “Government Administration” have completed their Triennial Strategic Plan in accordance with Chapter 121 (Twahwistatye>n\$tha>), section 121.4-2; and 52 SMART goals are provided for a three-year planning cycle. Nine (9) SMART goals (17%) are being developed and 43 SMART goals (83%) are developed and are being measured. The oversight of the 52 SMART goals occurs within the respective chain of command and reported quarterly to the Oneida Business Committee.

### **Next Steps**

On November 20, 2018, at an OBC Work Session, the Oneida Business Committee collectively agreed to begin development and communication of Good Governance Principles. Although the fund unit’s 3-year plans show how Government Administration “clears the path” for Tribal operations; the logical next step to continue realizing the Government Administration’s SMART goals is to develop measurements and indicators of each outcome’s relationship, to each good governance principle.

### **Requested Action**

- Approve Government Administration’s 1st Quarterly Report
- Request Chief Counsel to draft a resolution describing and adopting the Eight (8) Good Governance Principles
- Transition the development of the Government Administration quarterly report to the Oneida Business Committee Support Office
- Add the Government Administration quarterly report to the next OBC Work Session

## Oneida Big Bear Media

Priority Area: Governmental Administration

Division: Internal Services

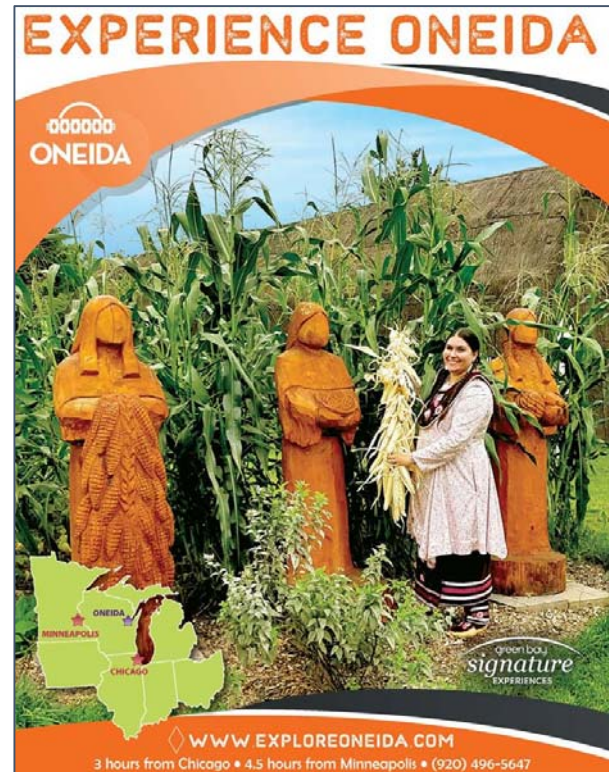
FY19 Quarter 1 Report

### Status Update

During the first quarter Big Bear Media, which is an umbrella media center that houses the Oneida Print Shop, Tourism, Kalihwisaks and Mail Center worked together to support each areas services. We continue to seek out additional revenue towards sustainability. Tourism assisted the Tsyunhehkwa Farm with the fall harvest. We have been able to work with Gordon Mc Lester on his expansive paper collection. This collection is getting scanned and uploaded to the [ExploreOneida.com](http://ExploreOneida.com). Currently, there are over 800 new documents that pertain to Oneida history available for viewing.

### Next Steps

We will continue the development of 2 products which include offering UPS services to the Oneida employees and then tribal members. The second is the development of e-commerce utilizing the Nation's logo on a variety of promotional items for sale both at our location and on-line.



## Oneida Grants Office

Priority Area: Government Administration

Division: Internal Services

FY19 Quarter 1 Report

### Status Update:

Grant dollars have become harder to obtain as funding agencies are looking to see their funding distributed more. However, there is a **positive impact** with all grant funding thru additional services, programming, and jobs for our membership and community. Our goal is to secure \$7 million in grant funds for FY19. Currently we have a total of \$4.9 million in funded grants in the 1<sup>st</sup> quarter of FY 2019, with \$1.1 million in pending.

We provide full assistance for various programs and enhanced their ability to obtain external funding. The Grants Office continues to be a resource center and maintain internal and external relationships to increase our funding opportunities. Also, a database including all funded, denied, and pending grants for tracking purposes is maintained and available upon request.

We continue to support the Oneida Youth Leadership Institute (OYLI). The mission is to build endowments, to steward funds and to provide financial opportunities that invest in youth leadership initiatives. This endeavor is proving to be a success with 10 groups fundraising thru the 7871 entity within the community, which benefits over 100 youth.

**Next Steps:**

Finalize OYLI policies and procedures. Continue efforts of researching, applying for, and obtaining new funding sources. Work diligently with outside/local entities and funding agencies to create and maintain working relationships that will build our prospects for additional funding.

**Upcoming Dates:**

- January 21, 2019, Oneida Youth Leadership Institute GTC Report
- Date TBD, OYLI Fundraising event
- July 7-9, 2019, LPGA Concessions Volunteer Fundraiser



# Internal Services Division

**Priority Area: Governmental Administration**

**Division: Internal Services**

**FY19 Quarter 1 Report**

## Status Update

Our 2019 Fiscal Year got off to a great start. We continue to develop and support the areas of Technology, Media, and Food Connection. In October we finalized the USDA-Value Added Producer grant where we developed a line of four apple products for the Oneida Cannery. The Oneida Cannery also increased their corn bread production to meet the seasonal demand. In November, we shared about our programs and gathered information at the Community Budget Session – MIS conducted a survey that gathered insight to the individual use of software and online activity. The Food Center Assessment was also presented to our development teams and leadership.



## Next Steps

We are working with First Nation's Development Institute to plan and organize the 2019 Food Sovereignty Summit. We are actively looking for speakers and selecting themes that will have the greatest impact for the event. We are determining next phases for the Food Center project now that the feasibility study is complete. We are implementing our Big Bear Media consolidation plan in Technology. The food pantry is meeting with Communications and Economic Support to be proactive about the federal government shutdown.

## Upcoming Objectives

- 2019 Food Sovereignty Summit – September 23-26, 2019

# Management Information Systems

Area: Governmental Administration

Internal Services

Quarter 1 Report



Priority

Division:

FY19

## Status Update



Early first quarter, MIS in coordination with Gaming Bingo and a new business partner, Video King, replaced Gaming's Bingo system. The project was completed on-time and within budget. The MIS department also completed a significant upgrade to the Casino's primary gaming system environment, Bally's. This was in partnership with multiple Gaming departments and Scientific Games.

The Rave Alert Systems project is underway. Led by Emergency Management the project includes representation from HRD, OPD, DPW and MIS. The system is intended to provide notice to subscribers of events and activities of importance that range from weather alerts to active shooter notifications.



## Next Steps

The Nation's Behavioral Health (BH) area has struggled to find qualified psychiatrists to deliver critical services to its clients. It is an issue that is felt nationwide as the industry is experiencing a shortage of psychiatric care givers. In an effort to continue delivering this critical service, BH identified a provider in Tennessee and a service that facilitated remote conferencing between patient and physician. MIS working with BH, the vendor (Regroup) and the psychiatrist was able to place the system into production. Going forward, BH will review their processes and standards to ensure regulatory compliance.

## Upcoming Objectives

- Conduct discovery to address a request to provide Land Management with a property management system
- Continue system design to support the Human Resource department's pursuit of a more robust personnel management solution.
- Phase I of the Surveillance project will be completed. The outcome will support the standardization of the Nation's surveillance environment while enhancing the Nation's overall security posture



**Oneida Human Resources**  
**Priority Area: Governmental Administration**  
**Division: Non-Divisional**  
**FY 19 Quarter 1 Report**

**Status Update**

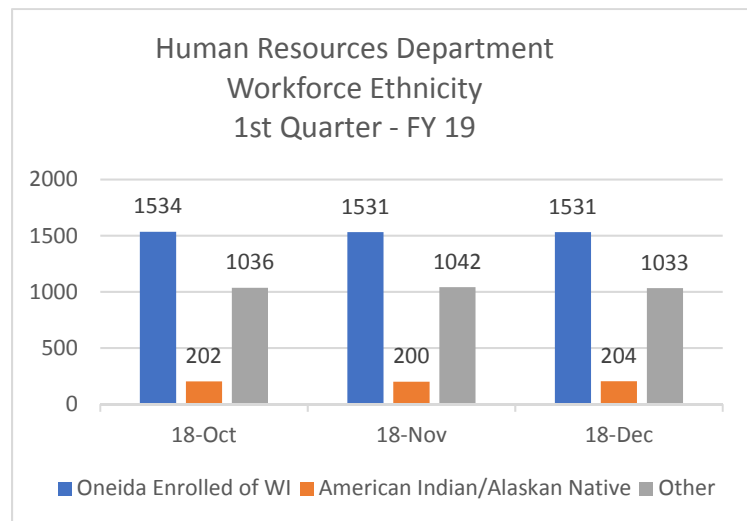
**Oneidas in Employment**

Oneidas are 55.34% of the workforce for October 55.2% for November, and 55.31% for December.

**Strategic Workforce Planning**

The Team is currently revising and expanding on the SWP charter, business case, and work-breakdown-structure.

The project will be broken into three phases, starting with developing operational workforce plans and progressing through pilot and full roll out of Strategic Workforce Planning. Communication and change management plans will help roll out the initiative. Further efforts re-positioning HR as a more strategic partner to help business units reach results and outcomes.



**Upcoming Objectives**

Developing strategies to implement new Human Capital Management software to improve process time for Hiring, applicant tracking, talent management, etc.

Recruitment efforts for HR are working in collaboration with the Nation's departments to post positions on websites that are industry specific (Police Department, MIS). Positions are also being posted on the Internet, Career Builder, Fox 11, WI Tech Connect, Green Bay Jobs, and Simply Hired. Upcoming job fairs – Monthly Brown county, collaborative effort with the Menominee and Stockbridge Nations to develop Job fair for April, May and June.



