



Oneida Business Committee

Executive Session
8:30 AM Tuesday, September 10, 2019
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, September 11, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Agenda

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

I. CALL TO ORDER

II. OPENING

III. ADOPT THE AGENDA

IV. OATH OF OFFICE

- A. **Oneida Police Commission - Kim Nishimoto**
Sponsor: Lisa Summers, Secretary
- B. **Oneida Trust Enrollment Committee - Loretta V. Metoxen**
Sponsor: Lisa Summers, Secretary

V. MINUTES

- A. **Approve the August 28, 2019, regular Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary
- B. **Approve the August 29, 2019, quarterly reports Business Committee meeting minutes**
Sponsor: Lisa Summers, Secretary

VI. RESOLUTIONS

- A. Adopt resolution entitled Urban Forestry Catastrophic Storm Grant Program Wisconsin Department of Natural Resources**
Sponsor: Debbie Thundercloud, General Manager
- B. Adopt resolution entitled Authorizing the Transfer of General Self-Governance Funds to Head Start to Purchase Playground Equipment**
Sponsor: Jennifer Webster, Councilwoman
- C. Enter e-poll results into the record regarding the adopted BC resolution # 09-04-19-A**
Sponsor: Lisa Summers, Secretary

VII. APPOINTMENTS

- A. Determine next steps regarding two (2) vacancies - Oneida Community Library Board**
Sponsor: Lisa Summers, Secretary
- B. Determine next steps regarding three (3) vacancies - Oneida Environmental Resource Board**
Sponsor: Lisa Summers, Secretary

VIII. STANDING COMMITTEES

- A. FINANCE COMMITTEE**
 - 1. Approve the September 3, 2019, regular Finance Committee meeting minutes**
Sponsor: Trish King, Treasurer
- B. LEGISLATIVE OPERATING COMMITTEE**
 - 1. Accept the August 7, 2019, regular Legislative Operating Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
 - 2. Adopt Family Court law rule # 1 – Family Court Rules**
Sponsor: David P. Jordan, Councilman

IX. UNFINISHED BUSINESS**A. Accept the storm and power outage impact reports from the Direct Reports to the Business Committee**

Sponsor: Tehassi Hill, Chairman

EXCERPT FROM AUGUST 14, 2019: Motion by Brandon Stevens to direct the General Manager to submit storm and power outage impact reports regarding July 19-20, 2019, from the Divisions by September 3, 2019 and direct the Direct Reports to Business Committee to submit storm and power outage impact reports regarding July 19-20, 2019, by September 3, 2019, to be placed on the September 11, 2019, regular Business Committee meeting, seconded by Ernie Stevens III. Motion carried.

B. Accept the storm and power outage impact reports from the Direct Reports to the General Manager

Sponsor: Debbie Thundercloud, General Manager

EXCERPT FROM AUGUST 14, 2019: Motion by Brandon Stevens to direct the General Manager to submit storm and power outage impact reports regarding July 19-20, 2019, from the Divisions by September 3, 2019 and direct the Direct Reports to Business Committee to submit storm and power outage impact reports regarding July 19-20, 2019, by September 3, 2019, to be placed on the September 11, 2019, regular Business Committee meeting, seconded by Ernie Stevens III. Motion carried.

X. TRAVEL REPORTS**A. Approve the travel report - Vice-Chairman Brandon Stevens - Haskell Indian Nations University Presidential Interviews - Lawrence, KS - May 28-30th, 2019**

Sponsor: Brandon Stevens, Vice-Chairman

B. Approve the travel report - Councilman Daniel Guzman King - 2019 Tribal Lands & Environmental Forum - Palm Springs, CA - August 19-22, 2019

Sponsor: Daniel Guzman King, Councilman

XI. TRAVEL REQUESTS**A. Retro-approve the travel request - Vice-Chairman Brandon Stevens - Two (2) events**

Sponsor: Brandon Stevens, Vice-Chairman

B. Approve the travel request - Chairman Tehassi Hill and Vice-Chairman Brandon Stevens - 2019 NIGA Mid-Year conference - Uncasville, CT - September 17-19, 2019

Sponsor: Brandon Stevens, Vice-Chairman

C. Approve the travel request - Councilman Ernie Stevens III - AISES National Conference - Milwaukee, WI - October 9-13, 2019

Sponsor: Ernie Stevens III, Councilman

XII. NEW BUSINESS

- A. Set the date for the 2020 Special Election**
Sponsor: Vicki Cornelius, Chair/Oneida Election Board
- B. Approve a limited waiver of sovereign immunity - Motorola Solutions Inc. Shared Agency agreement - file # 2019-0585**
Sponsor: Sandra Reveles, Chair/Oneida Police Commission
- C. Support the transfer of ownership and maintenance costs of the Water Circle Place outdoor warning siren to the Oneida Nation from Outagamie County**
Sponsor: Kaylynn Gresham, Director/Emergency Management
- D. Re-post four (4) vacancies - Oneida Youth Leadership Institute Board of Directors**
Sponsor: Lisa Summers, Secretary
- E. Re-post one (1) vacancy - Oneida Nation Arts Board**
Sponsor: Lisa Summers, Secretary
- F. Re-post two (2) vacancies - Oneida Land Claims Commission**
Sponsor: Lisa Summers, Secretary

XIII. EXECUTIVE SESSION**A. REPORTS**

- 1. Accept the Chief Counsel report**
Sponsor: Jo Anne House, Chief Counsel

B. AUDIT COMMITTEE

- 1. Accept the July 25, 2019, regular Audit Committee meeting minutes**
Sponsor: David P. Jordan, Councilman
- 2. Accept the Drop and Count compliance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
- 3. Accept the EZ Baccarat rules of play 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 compliance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman

6. **Accept the Final Central Purchasing performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
7. **Accept the Final Gaming Support Administration performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
8. **Accept the Final Oneida Pharmacy performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
9. **Accept the Final Printing/Mail Center performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
10. **Accept the Final Anna John Resident Centered Care Community Board performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
11. **Accept the Final Oneida Nation Arts Board performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman
12. **Accept the Final Oneida Nation School Board performance assurance audit and lift the confidentiality requirement**
Sponsor: David P. Jordan, Councilman

C. NEW BUSINESS

1. **Approve the attorney contract - Stenzel Law Office - file # 2019-0927**
Sponsor: Tehassi Hill, Chairman
2. **Adopt resolution entitled Naming Individuals as Authorized Persons for SagePoint Accounts**
Sponsor: Larry Barton, Chief Financial Officer
3. **Approve a limited waiver of sovereign immunity - LexisNexis-Time Matters Annual Maintenance agreement - file # 2019-0967**
Sponsor: Jo Anne House, Chief Counsel
4. **Review applications for two (2) vacancies - Oneida Community Library Board**
Sponsor: Lisa Summers, Secretary
5. **Review applications for three (3) vacancies- Oneida Environmental Resource Board**
Sponsor: Lisa Summers, Secretary
6. **Enter e-poll results into the record regarding the approved first amendment to the Emergency Medical Services Agreement between the Oneida Nation and the Village of Ashwaubenon**
Sponsor: Lisa Summers, Secretary

XIV. ADJOURN

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

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

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

Oneida Business Committee Agenda Request

Oneida Police Commission - Kim Nishimoto

1. Meeting Date Requested: 09 / 11 / 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 Kim Nishimoto for the Oneida Police Commission.

3. Supporting Materials

- ☐ Report ☐ Resolution ☐ Contract
- ☐ Other:

1. 2. 3. 4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison: Lisa Summers, Secretary

Primary Requestor/Submitter: Brooke Doxtator, BCC Supervisor
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Name, Title / Dept.

Additional Requestor: Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On August 28, 2019 the Oneida Business Committee appointed Kim Nishimoto to the Oneida Police Commission.

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

Oneida Business Committee Agenda Request

Oneida Trust Enrollment Committee - Loretta V. Metoxen

1. Meeting Date Requested: 09 / 11 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☐ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

On August 14, 2019 the Oneida Business Committee accepted the 2019 Special Election final report and declared the official results.

Oneida Trust Enrollment Committee - Loretta V. Metoxen

On August 28, 2019 Oaths of Office were administered to other elected officials, however, Loretta was unable to attend this meeting.

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

Approve the August 28, 2019, regular Business Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 09/11/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Contract Document(s)

☐ Legal Review

☐ Resolution

☐ Correspondence

☒ Minutes

☐ Statement of Effect

☐ Fiscal Impact Statement

☐ Report

☐ Travel Documents

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: TSCHUMAN

DRAFT

Oneida Business Committee



Executive Session
8:30 AM Tuesday, August 27, 2019
Executive Conference Room, 2nd floor, Norbert Hill Center

Regular Meeting
8:30 AM Wednesday, August 28, 2019
BC Conference Room, 2nd floor, Norbert Hill Center

Minutes

EXECUTIVE SESSION

Present: Chairman Tehassi Hill, Treasurer Trish King, Councilmembers: Daniel Guzman King, David P. Jordan, Kirby Metoxen, Ernie Stevens III;

Not Present: Secretary Lisa Summers;

Arrived at: Vice-Chairman Brandon Stevens at 8:38 a.m., Councilwoman Jennifer Webster at 9:34 a.m.;

Others present: Jo Anne House, Larry Barton, Debbie Thundercloud, Eric McLester, Lisa Liggins, Laura Laitinen-Warren, James Bittorf, Arlinda Locklear (via phone), Jeff Bowman, Jeff House, Pete King III, Steve Ninham, Mary Shaw, Lisa Tillman, Jeanne Calhoun, Jon Paul Genet, Susan House, Tsyoshaht Delgado, Jennifer Berg-Hargrove, Melinda J. Danforth, Candace Skenandore;

REGULAR MEETING

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

Not Present: Chairman Tehassi Hill, Secretary Lisa Summers;

Arrived at: n/a

Others present: Tommy Danforth, Patricia Cornelius, Bridget John, Chris Cornelius, Carol Elm, Norbert Hill, Bonnie Pigman, Becky Webster, Paula Ninham, Donald White, Carole Liggins, Chris Johnson, Sharon Mousseau, Tonya Lopez-Martin, Jackie Summers, Eric McLester, Brooke Doxtator;

I. CALL TO ORDER

Meeting called to order by Vice- Chairman Brandon Stevens at 8:32 a.m.

For the record: Chairman Tehassi Hill is attending the Fox River Natural Resource Trustee Council tour. Secretary Lisa Summers is on medical leave.

II. OPENING (00:00:15)

Opening provided by Mirac Ellis, ONSS Teacher, and Kaylee Schuyler, ONSS Student.

Vice-Chairman Brandon Stevens welcomed the ONSS students back to school.

DRAFT

III. ADOPT THE AGENDA (00:04:25)

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

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

IV. OATH OF OFFICE (00:04:48)

Oaths of office administered by Councilwoman Jennifer Webster. Jonas Hill, Rebecca "Becky" Webster, Patricia "Pat" Cornelius, Carol L. Elm, Don White, Carole Liggins, Sacheen Lawrence, Norbert S. Hill Jr., and Pamela F. Ninham were present. Loretta V. Metoxen was not present.

- A. Oneida Gaming Commission - Jonas Hill**
Sponsor: Lisa Summers, Secretary
- B. Oneida Land Commission - Rebecca "Becky" Webster and Patricia "Pat" Cornelius**
Sponsor: Lisa Summers, Secretary
- C. Oneida Nation Commission on Aging - Carol L. Elm, Don White, and Carole Liggins**
Sponsor: Lisa Summers, Secretary
- D. Oneida Nation School Board - Sacheen Lawrence**
Sponsor: Lisa Summers, Secretary
- E. Oneida Trust Enrollment Committee - Loretta V. Metoxen, Norbert S. Hill Jr., and Pamela F. Ninham**
Sponsor: Lisa Summers, Secretary

V. MINUTES

- A. Approve the August 14, 2019, regular Business Committee meeting (00:08:53)**
Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to approve the August 14, 2019, regular Business Committee meeting, seconded by Kirby Metoxen. Motion carried:

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

DRAFT**VI. RESOLUTIONS**

- A. Adopt resolution entitled Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED19-015, Oneida Homeless – Day Warming Shelter (00:09:21)**

Sponsor: Debbie Thundercloud, General Manager

Motion by Kirby Metoxen to adopt resolution 08-28-19-A Approval of Use of Economic Development, Diversification and Community Development Fund for Project ED19-015, Oneida Homeless – Day Warming Shelter, seconded by David P. Jordan. Motion carried:

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

VII. APPOINTMENTS

- A. Determine next steps regarding one (1) vacancy - Oneida Police Commission - term ending July 31, 2023 (00:10:02)**

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to appoint Kim Nishimoto to the Oneida Police Commission with a term ending July 31, 2023, seconded by Trish King. Motion carried:

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

VIII. STANDING COMMITTEES**A. FINANCE COMMITTEE**

- 1. Approve the August 19, 2019, regular Finance Committee meeting minutes (00:10:41)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Kirby Metoxen to accept the August 19, 2019, regular Finance Committee meeting minutes, seconded by Jennifer Webster. Motion carried:

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

B. QUALITY OF LIFE COMMITTEE

- 1. Accept the July 11, 2019, regular Quality of Life Committee meeting minutes (00:11:03)**

Sponsor: Brandon Stevens, Vice-Chairman

Motion by Ernie Stevens III to accept the July 11, 2019, regular Quality of Life Committee meeting minutes, seconded by Kirby Metoxen. Motion carried:

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

DRAFT**IX. TRAVEL REPORTS****A. Approve the travel report - Councilman Daniel Guzman King - 2019 HHS and MAST Tribal Consultation - Milwaukee, WI - August 7-8, 2019 (00:11:26)**

Sponsor: Daniel Guzman King, Councilman

Motion by Jennifer Webster to approve the travel report from Councilman Daniel Guzman King for the 2019 HHS and MAST Tribal Consultation in Milwaukee, WI - August 7-8, 2019, seconded by David P. Jordan. Motion carried:

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

X. TRAVEL REQUESTS**A. Approve the travel request - Councilman Daniel Guzman King - 2019 AISES National Conference - Milwaukee, WI - October 9-12, 2019 (00:12:00)**

Sponsor: Daniel Guzman King, Councilman

Motion by David P. Jordan to approve the travel request for up to three (3) Business Committee members to attend the 2019 AISES National Conference in Milwaukee, WI - October 9-12, 2019, seconded by Ernie Stevens III. Motion carried:

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

B. Approve the travel request in accordance with §219.6-1 - Five (5) Oneida Nation School System staff - FACE Regional Technical Assistance Days - Bloomington, MN - September 24-27, 2019 (00:13:00)

Sponsor: Lisa Liggins, Chair/Oneida Nation School Board

Motion by David P. Jordan to approve travel request in accordance with §219.6-1 for five (5) Oneida Nation School System staff to attend the FACE Regional Technical Assistance Days in Bloomington, MN - September 24-27, 2019, seconded by Kirby Metoxen. Motion carried:

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

DRAFT**XI. NEW BUSINESS****A. Approve a limited waiver of sovereign immunity - Milwaukee Area Technical College - Student Internship Placement Agreement - file # 2019-0525 (00:15:44)**

Sponsor: Debbie Thundercloud, General Manager

Motion by Jennifer Webster to approve a limited waiver of sovereign immunity for the Milwaukee Area Technical College Student Internship Placement Agreement - file # 2019-0525, seconded by Ernie Stevens III. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

B. Review the Gaming Machines (Chapter 5) Oneida Gaming Minimum Internal Controls and determine appropriate next steps (00:16:05)

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

Motion by Ernie Stevens III to accept the notice of the OGMICR Section for Gaming Machines Chapter 5 approved by the Gaming Commission on August 12, 2019, and directs notice to the Gaming Commission there are no requested revisions under section 501.6-14(d), seconded by Jennifer Webster. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

C. Accept the update regarding the NCAI Youth Commission trip, noting FY-2020 Special Project Budget funds will be activated (00:19:04)

Sponsor: Tehassi Hill, Chairman

Motion by David P. Jordan to accept the update regarding the NCAI Youth Commission trip, noting FY-2020 Special Project Budget funds will be activated, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

D. Post three (3) vacancies - Oneida Election Board (00:20:05)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to post three (3) vacancies - Oneida Election Board, seconded by Ernie Stevens III. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

DRAFT**XII. GENERAL TRIBAL COUNCIL****A. Determine next steps regarding the request for a special General Tribal Council meeting regarding Sustain Oneida (00:20:41)**

Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee

Motion by Trish King to approve the request to add Sustain Oneida to an upcoming General Tribal Council meeting agenda and direct the Secretary to bring back tentative dates for a special General Tribal Council meeting, seconded by Daniel Guzman King. Motion carried:

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

Motion by Jennifer Webster to that only Sustain Oneida or relevant topics be on the special General Tribal Council meeting agenda [where Sustain Oneida is on the agenda], seconded by Trish King. Motion carried:

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

DRAFT**XIII. EXECUTIVE SESSION****A. REPORTS****1. Accept the Chief Counsel report (00:53:20)**

Sponsor: Jo Anne House, Chief Counsel

Motion by Trish King to accept the Chief Counsel report date August 21, 2019, seconded by David P. Jordan. Motion carried:

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

Motion by Jennifer Webster to approve the two (2) recommendations in the memorandum dated August 21, 2019, seconded by David P. Jordan. Motion carried:

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

Motion by Jennifer Webster to accept the opinion dated August 23, 2019, as information, seconded by Trish King. Motion carried:

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

Motion by David P. Jordan to terminate the appointment of Nancy Skenandore on the Oneida Personnel Commission pursuant to §105.7-4 and post the vacancy, seconded by Jennifer Webster. Motion carried:

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

Motion by Jennifer Webster to approve the three (3) requested actions in the memorandum dated August 21, 2019 regarding the holding company concept and subsidiary structure concept, seconded by David P. Jordan. Motion carried:

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

2. Accept the Bay Bancorporation Inc FY-2019 3rd quarter executive report (00:55:30)

Sponsor: Jeff Bowman, President/Bay Bank

Motion by Trish King to accept the Bay Bancorporation Inc FY-2019 3rd quarter executive report, seconded by Jennifer Webster. Motion carried:

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

DRAFT**3. Accept the Oneida ESC Group LLC FY-2019 3rd quarter executive report (00:56:00)**

Sponsor: Jacquelyn Zalim, Chair/OESC

Motion by David P. Jordan to accept the Oneida ESC Group LLC FY-2019 3rd quarter executive report, seconded by Trish King. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

Motion by Jennifer Webster to support Oneida ESC Group LLC entering into a line of credit using the Oneida Nation as guarantor, noting a final approval will be brought when ready, seconded by Daniel Guzman King. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

4. Accept the Oneida Seven Generations Corporation FY-2019 3rd quarter executive report (00:56:57)

Sponsor: Pete King III, Agent/OSGC

Motion by Kirby Metoxen to accept the Oneida Seven Generations Corporation FY-2019 3rd quarter executive report, seconded by David P. Jordan. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

5. Accept the Oneida Airport Hotel Corporation FY-2019 3rd quarter executive report (00:57:20)

Sponsor: Robert Barton, President/OAHC

Motion by David P. Jordan to accept the Oneida Airport Hotel Corporation FY-2019 3rd quarter executive report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

6. Accept the Oneida Golf Enterprise FY-2019 3rd quarter executive report (00:57:39)

Sponsor: Eric McLester, Agent/Oneida Golf Enterprise

Motion by Ernie Stevens III to accept the Oneida Golf Enterprise FY-2019 3rd quarter executive report, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

DRAFT**7. Accept the Chief Financial Officer August 2019 report (00:58:00)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by Jennifer Webster to accept the Chief Financial Officer August 2019 report, seconded by David P. Jordan. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

8. Accept the Intergovernmental Affairs, Communications, and Self-Governance August 2019 report (00:58:22)

Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

Motion by Trish King to accept the Intergovernmental Affairs, Communications, and Self-Governance August 2019 report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

Motion by Jennifer Webster to approve a limited waiver of sovereign immunity - Homewood Suites group overnight agreement – file # 2019-0905, seconded by Kirby Metoxen. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,
Jennifer Webster

Abstained: Ernie Stevens III

Not Present: Tehassi Hill, Lisa Summers

Motion by Kirby Metoxen to approve the Pace LLP contract – file # 2019-0630, seconded by Trish King. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,
Jennifer Webster

Abstained: Ernie Stevens III

Not Present: Tehassi Hill, Lisa Summers

Motion by Jennifer Webster to approve the Government Policy Solutions contract – file # 2019-0759, seconded by David P. Jordan. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,
Jennifer Webster

Abstained: Ernie Stevens III

Not Present: Tehassi Hill, Lisa Summers

Motion by Trish King to authorize the Chairman to sign a response letter regarding the 638 contract and authorize the Chairman to sign the IHS document dated June 13, 2019, regarding the Oneida Nation's wish to pursue a 638 contract for the Comprehensive Health building improvements, seconded by Jennifer Webster. Motion carried:

Ayes: Daniel Guzman King, David P. Jordan, Trish King, Kirby Metoxen,
Jennifer Webster

Abstained: Ernie Stevens III

Not Present: Tehassi Hill, Lisa Summers

DRAFT**B. STANDING ITEMS****1. ONEIDA GOLF ENTERPRISE CORPORATION - LADIES PROFESSIONAL GOLF ASSOCIATION****a. Accept the Thornberry Creek LPGA Classic August 2019 report (01:00:40)**

Motion by Trish King to accept the Thornberry Creek LPGA Classic August 2019 report, seconded by Jennifer Webster. Motion carried:

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

C. AUDIT COMMITTEE**1. Accept the Audit Committee FY-2019 3rd quarter executive report (01:01:06)**

Sponsor: David P. Jordan, Councilman

Motion by Kirby Metoxen to accept the Audit Committee FY-2019 3rd quarter executive report, seconded by Ernie Stevens III. Motion carried:

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

D. UNFINISHED BUSINESS**1. Accept the Children's Code August 2019 follow-up report (01:01:28)**

Sponsor: Debbie Thundercloud, General Manager

Motion by Jennifer Webster to accept the Children's Code August 2019 follow-up report, noting future updates will be routed to the General Manager, seconded by Kirby Metoxen. Motion carried:

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

E. NEW BUSINESS**1. Accept the fiscal impact statement regarding Self-Funded Insurance Plan Changes – Payor of Last Resort as information (01:01:55)**

Sponsor: Larry Barton, Chief Financial Officer

Motion by David P. Jordan to accept the fiscal impact statement regarding Self-Funded Insurance Plan Changes – Payor of Last Resort as information, seconded by Daniel Guzman King. Motion carried:

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

DRAFT**2. Determine next steps regarding maintenance and renovation requests (01:02:18)**

Sponsor: Kirby Metoxen, Councilman

Motion by Jennifer Webster to accept the discussion regarding maintenance and renovation requests as information, seconded by Trish King. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

3. Approve 113 new enrollments and one (1) relinquishment (01:02:35)

Sponsor: Barbara Webster, Chair/Oneida Trust Enrollment Committee

Motion by Kirby Metoxen to approve 113 new enrollments and one (1) relinquishment, seconded by Jennifer Webster. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

4. Review application(s) for one (1) vacancy - Oneida Police Commission (01:02:54)

Sponsor: Lisa Summers, Secretary

Motion by David P. Jordan to accept the discussion regarding the Oneida Police Commission applications as information, seconded by Jennifer Webster. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

5. Deliberations regarding pardon application - Angel Jordan (01:03:13)

Sponsor: Eric Boulanger, Chair/Pardon and Forgiveness Screening Committee

Motion by Jennifer Webster to accept the Pardon and Forgiveness Screening Committee's recommendation regarding a pardon application submitted by Angel Jordan and move the resolution entitled Regarding Pardon of Angel Jordan to open session, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

Motion by Jennifer Webster to adopt resolution 08-28-19-B Regarding Pardon of Angel Jordan, seconded by Trish King. Motion carried:

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

Abstained: David P. Jordan

Not Present: Tehassi Hill, Lisa Summers

DRAFT

XIV. ADJOURN (01:04:02)

Motion by David P. Jordan to adjourn at 9:36 a.m., seconded by Ernie Stevens III. Motion carried:

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

Not Present: Tehassi Hill, Lisa Summers

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

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Approve the August 29, 2019, quarterly reports Buisness Committee meeting minutes

Business Committee Agenda Request

1. Meeting Date Requested: 09/11/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Contract Document(s)

☐ Legal Review

☐ Resolution

☐ Correspondence

☒ Minutes

☐ Statement of Effect

☐ Fiscal Impact Statement

☐ Report

☐ Travel Documents

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: TSCHUMAN

DRAFT**Oneida Business Committee**

Quarterly Reports Meeting
8:00 AM Thursday, August 29, 2019
BC Conference Room, 2nd floor, Norbert Hill Center
Minutes

QUARTERLY REPORTS MEETING

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

Not Present: Vice-Chairman Brandon Stevens, Secretary Lisa Summers

Arrived at:

Others present: Marlene (Minnie) Garvey, Gene Schubert, Valerie Groleau, Bridget John, Michele Doxtator, Jeanette Ninham, Tonya Webster, Eric Mc Lester, Sandra Reveles

I. CALL TO ORDER

Meeting called to order by Chairman Tehassi Hill at 8:02 a.m.

For the record: Vice-Chairman Brandon Stevens is out on a personal day. Secretary Lisa Summers is on medical leave.

II. OPENING (00:00:12)

Opening provided by Councilman Daniel Guzman King.

III. ADOPT THE AGENDA (00:02:05)

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

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

IV. REPORTS**A. APPOINTED BOARDS, COMMITTEES, COMMISSIONS**

DRAFT**1. Accept the Anna John Resident Centered Care Community Board FY-2019 3rd quarter report (00:05:57)**

Sponsor: Candace House, Chair/AJRCCC Board

Motion by Ernie Stevens III to accept the Anna John Resident Centered Care Community Board FY-2019 3rd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

2. Accept the Oneida Nation Arts Board FY-2019 3rd quarter report

Sponsor: Desirae Hill, Chair/ONAB (00:12:49)

Motion by Jennifer Webster to accept the Oneida Nation Arts Board FY-2019 3rd quarter report, seconded by Trish King. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

3. Accept the Environmental Resource Board FY-2019 3rd quarter report

Sponsor: Marlene Garvey, Chair/Environmental Resource Board (00:16:25)

Motion by David P. Jordan to accept the Environmental Resource Board FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

4. Accept the Oneida Community Library Board FY-2019 3rd quarter

Sponsor: Dylan Benton, Chair OCLB (00:20:25)

Motion by David P. Jordan to accept the Oneida Community Library Board FY-2019 3rd quarter, seconded by Kirby Metoxen. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

5. Accept the Police Commission FY-2019 3rd quarter report

Sponsor: Sandra Reveles, Chair/OPC (00:34:05)

Motion by David P. Jordan to accept the Police Commission FY-2019 3rd quarter report, seconded by Jennifer Webster. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

6. Accept the Oneida Pow Wow Committee FY-2019 3rd quarter report

Sponsor: Jennifer Webster, Councilwoman (00:42:49)

Motion by David P. Jordan to accept the Oneida Pow Wow Committee FY-2019 3rd quarter report, seconded by Ernie Stevens III. Motion carried:

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

Not Present: Brandon Stevens, Lisa Summers

DRAFT**7. Accept the Oneida Nation Veterans Affairs Committee FY-2019 3rd quarter report (00:49:54)**

Sponsor: Gerald Cornelius, Chair/ONVAC

Motion by David P. Jordan to accept the Oneida Nation Veterans Affairs Committee FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

8. Accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2019 3rd quarter report (00:55:25)

Sponsor: Kathryn LaRoque, Chair/SEOTS

Motion by Jennifer Webster to accept the Southeastern Wisconsin Oneida Tribal Services Advisory Board FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

9. Accept the Pardon and Forgiveness Screening Committee FY-2019 3rd quarter report (00:57:07)

Sponsor: Eric Boulanger, Chair PFSC

Motion by Jennifer Webster to accept the Pardon and Forgiveness Screening Committee FY-2019 3rd quarter report, seconded by David P. Jordan. Motion carried:

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

Item IV.B.4. is addressed next.

B. ELECTED BOARDS, COMMITTEES, COMMISSIONS**1. Accept the Oneida Nation Commission on Aging FY-2019 3rd quarter report**

Sponsor: Patricia Lassila, Chair/ONCOA

Motion by Jennifer Webster to accept the Oneida Nation Commission on Aging FY-2019 3rd quarter report, seconded by Trish King. Motion carried:

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

2. Accept the Oneida Gaming Commission FY-2019 3rd quarter report

Sponsor: Kirby Metoxen, Councilman

Roll call for the record:

Present: Chairman Tehassi Hill; Councilman Daniel Guzman King; Councilman David P. Jordan; Treasurer Trish King; Councilwoman Jennifer Webster;

Not Present: Councilman Kirby Metoxen; Vice-Chairman Brandon Stevens; Councilman Ernie Stevens III; Secretary Lisa Summers;

DRAFT

Motion by Kirby Metoxen to accept the Oneida Gaming Commission FY-2019 3rd quarter report, seconded by Daniel Guzman King. Motion carried:

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

Council member David P Jordan exited

Councilman Earnie Stevens exited, also Councilman Kirby Metoxen exited

Councilman David Jordan Returned at 9:46am

3. Accept the Oneida Land Claims Commission FY-2019 3rd quarter report

Sponsor: Loretta V Metoxen, Chair/OLCC

Roll call for the record:

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

Motion by David P. Jordan to accept the Oneida Land Claims Commission FY-2019 3rd quarter report, seconded by Daniel Guzman King. Motion carried:

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

Councilmember Kirby Metoxen returned

4. Accept the Oneida Nation School Board FY-2019 3rd quarter report

Sponsor: Lisa Liggins, Chair/ONSB (01:06:22)

Motion by Kirby Metoxen to accept the Oneida Nation School Board FY-2019 3rd quarter report, seconded by Jennifer Webster. Motion carried:

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

Item IV.B.1 is addressed next.

5. Accept the Oneida Election Board FY-2019 3rd quarter report

Sponsor: Vicki Cornelius, Chair/OEB (01:51:07)

Motion by Jennifer Webster to accept the Oneida Election Board FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

6. Accept the Oneida Land Commission FY-2019 3rd quarter report

Sponsor: Rae Skenandore, Chair. OLC (01:53:23)

DRAFT

Motion by Jennifer Webster to accept the Oneida Land Commission FY-2019 3rd quarter report, seconded by Trish King. Motion carried:

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

CouncilMember Daniel Guzman Returned at 9:55am

Item IV.C.2. is addressed next.

7. Accept the Oneida Trust Enrollment Committee FY -2019 3rd quarter report
Sponsor: Barbara Webster, Chair/OTEC (02:11:38)

Roll call for the record:

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

Motion by Jennifer Webster to accept the Oneida Trust Enrollment Committee FY -2019 3rd quarter report, seconded by Trish King. Motion carried:

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

C. CORPORATE BOARDS

1. Accept the Bay Bancorporation, Inc. FY-2019 3rd quarter report
Sponsor: Jeff Bowman, President/Bay Bank (02:26:04)

Motion by Jennifer Webster to accept the Bay Bancorporation, Inc. FY-2019 3rd quarter report, seconded by Ernie Stevens III. Motion carried:

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

Item IV.E.1 will be addressed next.

2. Accept the Oneida ESC Group, LLC. FY-2019 3rd quarter report
Sponsor: Jacquelyn Zalim, Chair/OESC Board of Managers (01:57:50)

Roll call for the record:

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

Motion by Jennifer Webster to accept the Oneida ESC Group, LLC. FY-2019 3rd quarter report, seconded by Daniel Guzman King. Motion carried:

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

Councilmember David Jordan exited

DRAFT

Councilman Earnie Stevens III Returned at 9:55 am

3. Accept the Oneida Seven Generations Corporation FY-2019 3rd quarter report
Sponsor: Pete King III, Agent/OSGC (01:58:42)

Motion by Ernie Stevens III to accept the Oneida Seven Generations Corporation FY-2019 3rd quarter report, seconded by Daniel Guzman King. Motion carried:

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

4. Accept the Oneida Airport Hotel Corporation FY-2019 3rd quarter report
Sponsor: Kirby Metoxen, Councilman (02:01:05)

Motion by Daniel Guzman King to accept the Oneida Airport Hotel Corporation FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

Councilwoman Jennifer Webster exited 10:02am

Councilwoman Jennifer Webster returned at 10:04 am

5. Accept the Oneida Golf Enterprise FY-2019 3rd quarter report
Sponsor: Eric McLester, Agent/OGE (02:03:18)

Roll call for the record:

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

Motion by Kirby Metoxen to accept the Oneida Golf Enterprise FY-2019 3rd quarter report, seconded by Trish King. Motion carried:

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

Item IV.B.7. is addressed next.

D. STANDING COMMITTEES

1. Accept the Community Development Planning Committee FY-2019 3rd quarter report (02:46:56)
Sponsor: Ernie Stevens III, Councilman

Motion by Kirby Metoxen to accept the Community Development Planning Committee FY-2019 3rd quarter report, seconded by Trish King. Motion carried:

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

DRAFT**2. Accept the Legislative Operating Committee FY-2019 3rd quarter report**Sponsor: David P. Jordan, Councilman **(02:56:39)**

Motion by Jennifer Webster to accept the Legislative Operating Committee FY-2019 3rd quarter report, seconded by Ernie Stevens III. Motion carried:

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

Not Present: David P. Jordan, Brandon Stevens, Lisa Summers

3. Accept the Quality of Life FY 2019 3rd quarter reportSponsor: Brandon Stevens, Vice-Chairman **(03:05:04)**

Motion by Kirby Metoxen to accept the Quality of Life FY 2019 3rd quarter report, seconded by Trish King. Motion carried:

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

Not Present: David P. Jordan, Brandon Stevens, Lisa Summers

4. Accept the Finance Committee FY-2019 3rd quarter reportSponsor: Trish King, Treasurer **(03:11:51)**

Motion by Ernie Stevens III to accept the Finance Committee FY-2019 3rd quarter report, seconded by Kirby Metoxen. Motion carried:

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

Not Present: David P. Jordan, Brandon Stevens, Lisa Summers

Item V will be addressed next.

E. OTHER

Sponsor:

1. Accept the Oneida Youth Leadership Institute Fy - 2019 3rd quarter reportSponsor: Richard Elm-Hill, President/OYLI Board of Directors **(02:32:30)**

Motion by Jennifer Webster to accept the Oneida Youth Leadership Institute Fy - 2019 3rd quarter report, seconded by Ernie Stevens III. Motion carried:

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

Not Present: David P. Jordan, Brandon Stevens, Lisa Summers

This item was moved up on agenda, right after Bay Bank

Item IV.D.1 will be addressed next.

V. ADJOURN (03:12:40)

DRAFT

Motion by Trish King to adjourn at 11:14am, seconded by Ernie Stevens III. Motion carried:

Ayes: Daniel Guzman King, Trish King, Kirby Metoxen, Jennifer Webster,
David P. Jordan

Not Present: Brandon Stevens, Lisa Summers

11:14

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

Lisa Summers, Secretary
ONEIDA BUSINESS COMMITTEE

Adopt resolution entitled **Oneida Business Committee Agenda Request** Urban Forestry Catastrophic Storm Grant Program Wisconsin Department of...

1. Meeting Date Requested: 8 / 28 / 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:

Approval of a resolution that authorizes and supports the submission of the Urban Forestry Catastrophic Storm Grant to the Wisconsin Department of Natural Resources.

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:

Debbie Thundercloud, General Manager

Primary Requestor/Submitter:

Sylvia Cornelius, Eco Services Manager

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Pat Pelky, Division Director/EHS&L

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

An approved and signed resolution is a requirement of the funding agency - Wisconsin Department of Natural Resources.

- 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 # _____

Urban Forestry Catastrophic Storm Grant Program Wisconsin Department of Natural Resources

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

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

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

WHEREAS, the Oneida Nation has determined that the overall goal of the Oneida Nation is to protect, maintain and improve the standard of living and the environment in which the Oneida people live; and

WHEREAS, the Environmental, Health, Safety & Land Division is the provider of services that preserve, restore and enhance our environmental, and protect and educate its people consistent with the culture, vision and priorities of the Oneida Nation; their mission is to strengthen and protect our people, reclaim our land, and enhance the environment by exercising our sovereignty; and

WHEREAS, the Oneida Nation understands there is a need to continue protecting, preserving, restoring and enhancing the environment in which the Oneida people live; and

WHEREAS, the Oneida Nation hereby requests financial assistance under s.20.370, Wis. Stats., Chapter NR 47, Wis. Admin. Code, for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s.20.370(5)(bw)and (1)(mv), Wis. Stats.;

NOW THEREFORE BE IT RESOLVED, that the Oneida Nation hereby authorizes the Tribal Chairman, an official or employee, to act on its behalf to:

- submit an application to the Department of Natural Resources for financial assistance under s. 20.370, Wis. Stats., Chapter NR 47, Wis. Admin. Code;
- sign necessary documents; and
- submit a final report.

Oneida Business Committee Agenda Request

Adopt resolution entitled Authorizing the Transfer of General Self-Governance Funds to Head Start to...

1. Meeting Date Requested: 09 / 11 / 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:

Adopt the resolution entitled **Authorizing the Transfer of General Self-Governance Funds to Head Start to Purchase Playground Equipment**

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: Candice E. Skenandore, Self Governance Coordinator/IGAC
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:

This resolution allows for the transfer of general Self-Governance funds to Head Start to purchase playground equipment.

on July 24, 2019, the Self-Governance Office received notice from Head Start stating that sinkholes have formed near the Norbert Hill Center Playground. The Department of Public Works grounds keeping and maintenance personnel sectioned off the portion of the playground where the sinkholes developed. Head Start planned to relocate the playground but discovered that the playground equipment has reached the end of its lifespan; therefore, Head Start is requesting \$34,464.00 in Self-Governance funds to purchase new playground equipment.

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 # _____

Authorizing the Transfer of General Self-Governance Funds to Head Start to Purchase Playground Equipment

- 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,** it is the mission of the Oneida Nation to govern and protect the people, land, and resources of the Oneida Nation; and
- WHEREAS,** the Oneida Nation has a compact and funding agreement with the Department of Interior's Bureau of Indian Affairs (BIA) pursuant to Title IV of the Indian Self-Determination and Education Assistance Act (P.L. 93-638); and
- WHEREAS,** Article III, Section 5 of the compact with the Department of Interior states that reallocation of funds from one program, activity, function, or service to another within a General Budget Category, or from one General Budget Category to another does not require Secretarial consent; and
- WHEREAS,** in accordance with Section 2 of the funding agreement between the Oneida Nation and the Department of Interior, the Oneida Nation has broad authority to reallocate funding between programs; and
- WHEREAS,** the Oneida Nation has assumed the responsibility providing a Head Start program pursuant to Section 2 of the funding agreement; and
- WHEREAS,** on July 24, 2019, the Self-Governance Office received notice from Head Start stating that sinkholes have formed near the Nobert Hill Center Playground; and
- WHEREAS,** the Department of Public Works groundskeeping and maintenance personnel sectioned off the portion of the playground where the sinkholes developed; and
- WHEREAS,** Head Start planned to relocate the playground but discovered that the playground equipment has reached the end of its lifespan; and
- WHEREAS;** Head Start requested \$34,464.00 in Self-Governance funds to purchase new playground equipment to be located in a safe place.

BC Resolution # _____

Authorizing the Transfer of General Self-Governance Funds to Head Start to Purchase Playground Equipment
Page 2 of 2

43 **NOW THEREFORE BE IT RESOLVED**, the Oneida Business Committee authorizes that general Self-
44 Governance carryover funds in the amount of \$34,464.00 be made available to Head Start to purchase new
45 playground equipment.
46
47



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



Statement of Effect

Authorizing the Transfer of General Self-Governance Funds to Oneida Head Start for the Purchase of Playground Equipment

Summary

This resolution authorizes general Self-Governance carryover funds in the amount of thirty-four thousand four hundred sixty-four dollars (\$34,464) be made available to Oneida's Head Start program to purchase new playground equipment for the Norbert Hill Center Playground.

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

Date: September 4, 2019

Analysis by the Legislative Reference Office

Pursuant to a compact and funding agreement ("Agreement") with the Department of Interior's Bureau of Indian Affairs ("BIA"), the Oneida Nation receives Self-Governance funding to provide certain governmental programs and services. One of the programs that the Nation has assumed the responsibility for providing under Section 2 of the Agreement is a Head Start program.

According to Section 2 of the Agreement, the Nation has broad authority to reallocate funding between programs. If that reallocation of funding is from one program, activity, function or service to another within a General Budget Category, or from one General Budget Category to another, Section 5 of the Agreement states that Secretarial consent is not required.

On July 24, 2019, the Self-Governance Office received written notice from the Program Manager for Oneida Head Start/Early Head Start program ("Head Start"), stating that sinkholes had formed near the Norbert Hill Center Playground. The notice further stated that Oneida's Department of Public Works had sectioned off the portion of the Playground where the sinkholes developed and that Head Start had initially planned on relocating the original playground equipment to a safer area. However, the consultant who was asked to provide Head Start with a relocation estimate concluded that the playground equipment had reached the end of its lifespan, and thus, was not worth what it would cost to move.

Based on the above, Head Start has made a request for thirty-four thousand four hundred sixty-four dollars (\$34,464) in Self-Governance funds to purchase new playground equipment for the Norbert Hill Center Playground that is safe and age appropriate.

This resolution would make general Self-Governance carryover funds in the amount of thirty-four thousand four hundred sixty-four dollars (\$34,464) available to Head Start to purchase new playground equipment for the Norbert Hill Center Playground.

Conclusion

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

Enter e-poll results into the record regarding the adopted BC resolution # 09-04-19-A

Business Committee Agenda Request

1. Meeting Date Requested: 09/11/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Contract Document(s)

☐ Legal Review

☐ Resolution

☐ Correspondence

☐ Minutes

☐ Statement of Effect

☐ Fiscal Impact Statement

☐ Report

☐ Travel Documents

☒ Other: E-poll results and request

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☒ Not Applicable

☐ Other: *Describe*

5. Submission:

Authorized Sponsor: Lisa Summers, Secretary

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

From: TribalSecretary
Sent: Wednesday, September 04, 2019 8:35 PM
To: TribalSecretary; Brandon L. Yellowbird-Stevens; Daniel P. Guzman; David P. Jordan; Ernest L. Stevens; Jennifer A. Webster; Kirby W. Metoxen; Lisa M. Summers; Patricia M. King; Tehassi Tasi Hill
Cc: BC_Agenda_Requests; Brian A. Doxtator; 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: Adopt resolution entitled Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries
Attachments: BCAR Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by OESCG and SRS et al.pdf

E-POLL RESULTS

The e-poll to adopt the resolution entitled Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries, has been approved. As of the deadline, below are the results:

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

Lisa Liggins
Information Management Specialist
Business Committee Support Office (BCSO)

From: TribalSecretary <TribalSecretary@oneidanation.org>
Sent: Tuesday, September 3, 2019 11:45 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>; Jameson J. Wilson <jwilson@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: Adopt resolution entitled Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

E-POLL REQUEST

Summary:

In executive session on August 27, 2019, Jeff House presented a draft of the attached resolution for review and provided a presentation on the need for the resolution. In short, the federal government is requesting additional assurance/documentation that classified information will not be shared owner (the Oneida Nation) of the companies with which they are entering into contracts.

The statement of effect was requested on short notice and was not ready for the regular meeting on August 28, 2019, or the quarterly reports meeting on August 29, 2019. The BC agreed that an e-poll could be conducted to ensure timely response to OESC's and SRS's business needs.

Requested Action:

Adopt resolution entitled Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

Deadline for response:

Responses are due no later than **4:30 p.m., WEDNESDAY, September 4, 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:

Resolutions

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

Adopt resolution entitled Reaffirming the Oneida Nation’s declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

3. Supporting Materials

- ☐ Report ☒ Resolution ☐ Contract
- ☒ Other:

1.

Statement of Effect
3.
2.
4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison:

Jacquelyn Zalim, Chair/OESC

Primary Requestor/Submitter:

Jeff House, Managing Principal/OESC

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

In executive session on August 27, 2019, Jeff House presented a draft of the attached resolution for review and provided a presentation on the need for the resolution. In short, the federal government is requesting additional assurance/documentation that classified information will not be shared owner (the Oneida Nation) of the companies with which they are entering into contracts.

The statement of effect was requested on short notice and was not ready for the regular meeting on August 28, 2019, or the quarterly reports meeting on August 29, 2019. The BC agreed that an e-poll could be conducted to ensure timely response to OESC's and SRS's business needs.

REQUESTED ACTION

Adopt resolution entitled Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

- 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 # _____

Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

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, Oneida ESC Group, LLC (OESCG), is a company wholly owned by the Oneida Nation; and

WHEREAS, OESCG, and its subsidiary Sustainment & Restoration Services, LLC (SRS), are independent companies from the Oneida Nation; and

WHEREAS, the operating agreement of OESCG requires certain business and financial reporting to the Oneida Nation, the Oneida Business Committee has always directed that confidential business information is not subject to this reporting requirement and this reporting requirement shall not be used to obtain confidential business information from OESCG and its subsidiaries; and

WHEREAS, the Oneida Business Committee is aware of the business areas of OESCG and its subsidiaries and the need to maintain confidential information, which includes classified information related to those business activities; and

WHEREAS, the Oneida Business Committee desires to reaffirm and recommit its agreement with the inaccessibility to business information and activities that are considered classified; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Business Committee declares its reaffirmation that officials of the Oneida Nation, N7210 Seminary Road, Oneida, WI 54155, the parent organization of Oneida ESC Group, LLC, 1033 N. Mayfair Road, Suite 200, Milwaukee, WI 53226, shall not require and shall not have access to classified information in the custody of Sustainment & Restoration Services, LLC, a subsidiary organization of Oneida ESC Group, LLC.

BE IT FINALLY RESOLVED, classified information is material that the United States of America deems to be sensitive information that must be protected. Access to classified information is restricted by law or regulation to particular groups of people with the necessary security clearance and need to know, and intentional mishandling of the material can incur criminal penalties.



Oneida Nation
Oneida Business Committee
Legislative Operating Committee
PO Box 365 • Oneida, WI 54155-0365
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Statement of Effect

Reaffirming the Oneida Nation's declaration it does not have access to Classified Information maintained by Oneida ESC Group, LLC, and Sustainment & Restoration Services, LLC, as well as its subsidiaries

Summary

This resolution declares that the Oneida Nation shall not require or have access to classified information in the custody of the Sustainment and Restoration Services, LLC, a subsidiary organization of Oneida ESC Group, LLC.

*Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office
Date: August 30, 2019*

Analysis by the Legislative Reference Office

Through this resolution the Oneida Business Committee declares that officials of the Oneida Nation, the parent organization of Oneida ESC Group, LLC, shall not require and shall not have access to classified information in the custody of Sustainment and Restoration Services, LLC, a subsidiary organization of Oneida ESC Group, LLC.

The resolution defines classified information as material that the United States of America deems to be sensitive information that must be protected. The resolution further states that access to classified information is restricted by law or regulation to particular groups of people with the necessary security clearance and need to know, and intentional mishandling of the material can incur criminal penalties.

Currently, the Nation does not have any laws in place that its address corporate entities. Through the adoption of resolution BC-11-28-18-C the Oneida Business Committee did previously recognize the independence of the corporate entity, Oneida ESC Group, LLC and all of its subsidiaries, and acknowledge and assert that any use of the Nation's assets would be through the use of contracts with the appropriate compensation.

The resolution mentions the operating agreement of Oneida ESC Group which was entered into by the Oneida Nation and Oneida ESC Group, pursuant to the Nevada Limited Liability Act. In this agreement the parties agree to certain reporting requirements between Oneida ESC Group and the Oneida Business Committee and Oneida General Tribal Council. This resolution provides that the Oneida Business Committee has always directed that confidential information not be subject to the reporting requirements of the operating agreement.

This statement of effect did not include a review of Oneida ESC Group's operating agreement to determine if any conflicts exist between this resolution and the operating agreement.

Conclusion

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

Oneida Business Committee Agenda Request

Determine next steps regarding two (2) vacancies - Oneida Community Library Board

1. Meeting Date Requested: 09 / 11 / 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 two (2) vacancies - Oneida Community Library 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, 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:

Two (2) vacancies were posted for the Oneida Community Library Board to complete terms ending February 28, 2022.

The application deadline was August 23, 2019 and one (1) application was received for the following applicant:

Waehiahoweh Maracle

Select one of actions provided below:

(1) accept the selected the applicant(s) and appoint Waehiahoweh Maracle to term ending February 28, 2022; OR
(a) reject the selected applicant(s) and oppose the vote**; OR

(2) repost the vacancy(ies) in accordance with § 105.5-5. due to an insufficient number of applicants; OR

(3) request the Secretary to re-notice the vacancy(ies) in accordance with §105.7-1.(c)(2) due to ineligible, unqualified, or under qualified applicants

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

Determine next steps regarding three (3) vacancies - Oneida Environmental Resource Board

1. Meeting Date Requested: 09 / 11 / 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 three (3) vacancies - Oneida Environmental Resource 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, 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:

Three (3) vacancies were posted for the Oneida Environmental Resource Board to complete terms ending September 30, 2022.

The application deadline was August 23, 2019 and three (3) applications were received for the following applicants:

Gerald "Gerry" Jordan
Weldon "Ted" Hawk
Angela Parks

Select action(s) provided below:

- (1) accept the selected the applicant(s) and appoint Gerald Jordan, Weldon Hawk, Angela Parks to terms ending September 30, 2022; OR
 - (a) reject the selected applicant(s) and oppose the vote**; OR
- (2) repost the vacancy(ies) in accordance with § 105.5-5. due to an insufficient number of applicants; OR
- (3) request the Secretary to re-notice the vacancy(ies) in accordance with §105.7-1.(c)(2) due to ineligible, unqualified, or under qualified applicants

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

Accept the August 7, 2019, regular Legislative Operating Committee meeting minutes

1. Meeting Date Requested: 9 / 11 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:**3. Supporting Materials**☐ Report ☐ Resolution ☐ Contract☒ Other:1. 3. 2. 4. ☐ Business Committee signature required**4. Budget Information**☐ Budgeted - Tribal Contribution☐ Budgeted - Grant Funded☐ Unbudgeted**5. Submission**Authorized Sponsor / Liaison: Primary Requestor/Submitter:
Your Name, Title / Dept. or Tribal MemberAdditional Requestor:
Name, Title / Dept.Additional Requestor:
Name, Title / Dept.



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



LEGISLATIVE OPERATING COMMITTEE MEETING MINUTES
 Oneida Business Committee Conference Room-2nd Floor Norbert Hill Center
 August 07, 2019
 9:00 a.m.

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

Excused: Jennifer Webster, Daniel Guzman King

Others Present: Maureen Perkins, Brandon Wisneski, Clorissa Santiago, Leyne Orosco, Rae Skenandore, Lee Cornelius, Michelle Gordon, Trina Schuyler, Brent Truttmann, Jameson Wilson

I. Call to Order and Approval of the Agenda

David P. Jordan called the August 07, 2019 Legislative Operating Committee meeting to order at 9:00 a.m.

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

II. Minutes to be Approved

Motion by Kirby Metoxen to approve the July 17, 2019 Legislative Operating Committee meeting minutes and forward to the Business Committee for consideration; seconded by Ernest Stevens III. Motion carried unanimously.

III. Current Business

1. Curfew Law (1:06-3:40)

Motion by Ernest Stevens III to accept the public comments and public comments review memorandum and defer this item to a work meeting for further consideration; seconded by Kirby Metoxen. Motion carried unanimously.

2. Child Support Law Amendments (3:41-45:21)

Motion by Ernest Stevens III to have one more work session between the Legislative Operating Committee, Legislative Reference Office and the Child Support Agency; seconded by Kirby Metoxen. Motion carried unanimously.

IV. New Submissions

1. Children's Burial Fund Policy Amendments (45:25-51:17)

Motion by Kirby Metoxen to add the Children's Burial Fund Policy Amendments to the Active Files List with Kirby Metoxen as the sponsor; seconded by Ernest Stevens III. Motion carried unanimously.

V. Additions



VI. Administrative Items**1. LOC FY19 Third Quarter Report (51:22-57:18)**

Motion by Kirby Metoxen to accept the FY19 Third Quarter Report with noted change and forward to the Oneida Business Committee; seconded by Ernest Stevens III.

Motion carried unanimously.

VII. Executive Session**VIII. Adjourn**

Motion by Ernest Stevens III to adjourn the August 07, 2019 Legislative Operating Committee meeting at 9:57 a.m.; seconded by Kirby Metoxen. Motion carried unanimously.

Oneida Business Committee Agenda Request

Adopt Family Court law rule # 1 – Family Court Rules

1. Meeting Date Requested: 9 / 11 / 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: Jennifer Falck, LRO Director
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



TO: Oneida Business Committee
FROM: David P. Jordan, Legislative Operating Committee Chairman
DATE: September 11, 2019
RE: Certification of Family Court law Rule No. 1 – Family Court Rules

On September 4, 2019, the Legislative Operating Committee (LOC) reviewed and certified the Family Court law Rule No. 1 – Family Court Rules (“the Rule”). This Rule was developed in accordance with the Family Court law which delegates authority to the Family Court to create rules of pleading, practice, and procedure to regulate all hearings conducted before it. [8 O.C. 806.9-2].

The Family Court Rules were initially adopted by the Oneida Business Committee through resolution BC-04-09-14-E. This Rule makes amendments to the original Family Court Rules and supplements the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court. The Rule provides specific provisions regarding the following:

- Rules of decorum;
- Appearances;
- Counsel;
- Notice of appearance;
- Notice by publication;
- Continuances;
- Default judgment;
- Children in the courtroom;
- Witnesses;
- Evidence on electronic devices;
- Ex parte communication;
- Written decisions;
- Filing fees;
- Divorce proceedings;
- Paternity proceedings;
- Child support proceedings; and
- Guardians ad litem.

The Family Court law requires that rules of pleading, practice, and procedure be codified as part of the Oneida Code of Laws. [8 O.C. 806.9-4]. The current Family Court Rules is found as Chapter 807 in the Code of Laws. Since the adoption of the current Family Court Rules in 2014, the organization of rules within the Oneida Code of Laws has changed, and rules are now codified under the law which delegated the rulemaking authority and not as individual chapters. With the adoption of the Rule which amends the Family Court Rules, it is recommended that Chapter 807 Family Court Rules be repealed, and the Rule is codified under Chapter 806 Family Court law so that it is consistent with the organization of other rules.

Requested Action

Repeal Chapter 807 Family Court Rules and adopt Family Court law Rule No. 1 – Family Court Rules.

MEMORANDUM

TO: Legislative Operating Committee (LOC)
FROM: Hon. Marcus S. Zelenski, Family Court *MZ*
Hon. Robert J. Collins II, Family Court *RJC*
DATE: August 5, 2019
RE: Family Court Rules

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

- Notice published in Kalihwisaks and on the Oneida Register: July 3, 2019.
- Public meeting: July 22, 2019.
- Close of public comment period: July 29, 2019.

The supporting documents submitted with this memorandum include:

- Draft of the rule.
- Summary Report.
- Statement of Effect.
- Financial Analysis.
- Memorandum addressing public comments.
- Public meeting notice.

We are requesting that the proposed Family Court Rules become a rule under 8 O.C. Chapter 806 and that the current version of 8 O.C. Chapter 807 be repealed.

We are further requesting that the effective date of the rule be the date the Oneida Business Committee adopts the rule pursuant to section 106.8-2 of the Administrative Rulemaking law.



Title 8. Judiciary – Chapter 806

FAMILY COURT

Rule #1 – Family Court Rules

1.1 Purpose	1.11 Children in the Courtroom
1.2 Adoption and Authority	1.12 Witnesses
1.3 Definitions	1.13 Evidence on an Electronic Device
1.4 Rules of Decorum	1.14 Ex Parte Communication
1.5 Appearances	1.15 Written Decisions
1.6 Counsel	1.16 Filing Fees
1.7 Notice of Appearance	1.17 Divorce Proceedings
1.8 Notice by Publication	1.18 Paternity Proceedings
1.9 Continuances	1.19 Child Support Proceedings
1.10 Default Judgment	1.20 Guardian ad Litem

1.1. Purpose

1.1-1. The purpose of these rules is to supplement the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court.

1.2. Adoption and Authority

1.2-1. These rules were created by the Family Court and approved by the Oneida Business Committee in accordance with 8 O.C. 806.9-2 and 1 O.C. Chapter 106.

1.2-2. These rules may be amended or repealed pursuant to the procedures set out in the Family Court and Administrative Rulemaking laws.

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

1.2-4. In the event of a conflict between a provision of these rules and a provision of another law, the provisions of the other law shall control. In the event of a conflict between a provision of these rules and a provision of another rule, the provisions of these rules shall control.

1.2-5. These rules shall supersede all prior rules of pleading, practice, and procedure relating to the Family Court law.

1.3. Definitions

1.3-1. This section shall govern the definitions of words and phrases used within these rules. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Continuance” means the postponement of a hearing, court trial, or other scheduled court proceeding at the request of either or both parties in the matter, or by the Judge.

(b) “Counsel” means an attorney or lay advocate that is admitted to practice before the Judiciary.

(c) “Court” means the Family Court.

(d) “Ex parte communication” means any contact with the Judge regarding a pending case where the opposing party has not received notice, is not present, and has not consented to the communication.

(e) “Guardian ad litem” means a person appointed by the Court to appear at any peacemaking, mediation, or hearing and tasked with representing the best interest of the person appointed for.

(f) “Judge” means the Family Court Judge.

(g) “Relative” means husband, wife, mother, father, son, daughter, brother, sister,

grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, first or second cousin, step-parent, or someone who is recognized by the Oneida General Tribal Council and/or its delegate as a member of an interested party's extended family.

1.4. Rules of Decorum

1.4-1. All electronic devices shall be turned off or silenced as to not disrupt the court proceedings.

1.4-2. All persons are prohibited from using an electronic device or any other means to take pictures, take videos, or make audio recordings during the court proceedings without permission from the Judge.

1.4-3. Unless otherwise approved by the Judge, all persons shall remove their hats or headwear during the court proceedings, except those worn for religious or medical purposes.

1.4-4. No chewing gum, food, or drink shall be permitted in the courtroom without permission from the Judge.

1.4-5. All parties, counsel, and witnesses shall refrain from interrupting or talking over one another during the court proceedings.

1.4-6. With the exception of on-duty security and law enforcement officers, no weapon of any type shall be taken, carried, or introduced into the courthouse. All persons entering the courthouse may be searched and examined by electronic detection equipment.

1.4-7. Security officers, law enforcement officers, and Oneida Judiciary staff are authorized to open and inspect any item carried into the courthouse.

1.4-8. All persons shall identify themselves when asked by security officers, law enforcement officers, and Oneida Judiciary staff.

1.4-9. Distracting or disorderly conduct may result in removal from the courthouse by security officers or law enforcement officers.

(a) Individuals may be removed from the courthouse for attempting to listen in or eavesdrop on a closed Court proceeding.

1.5. Appearances

1.5-1. The parties shall appear in person for all hearings.

1.5-2. In circumstances where it is difficult or impossible for a party to appear in person, the party may contact the Court Clerk to request an appearance by telephone or videoconference.

(a) It is the responsibility of the party to provide the Court with a contact number where the party may be reached for the telephone or videoconference appearance.

(b) It is the responsibility of the party appearing by telephone or videoconference to be available for the hearing.

1.6. Counsel

1.6-1. Parties have a right to retain an attorney or lay advocate at their own expense.

1.6-2. A party may bring a domestic violence advocate to Court with them; however, the domestic violence advocate shall not speak on behalf of the party unless the advocate is admitted to practice in the Oneida Judiciary. The Court shall not assume the existence of any facts based on the presence of the domestic violence advocate.

1.7. Notice of Appearance

1.7-1. The attorney or lay advocate whose name, address, and telephone number appears on a document presented for filing is considered counsel of record, and a separate notice of appearance need not be filed.

- (a) If the name of more than one (1) attorney or lay advocate is shown on the document, the attorney or lay advocate who is counsel of record shall be clearly identified.
- 1.7-2. An attorney or lay advocate representing a party who will not be filing a document shall enter a separate notice of appearance as counsel of record indicating the name of the party represented and the case number, if known.
- 1.7-3. Counsel may not withdraw from a case where a motion is pending or a hearing has been scheduled except upon motion and order of the Court.
- 1.7-4. A separate notice of appearance shall also be entered whenever an attorney or lay advocate is substituted as counsel of record in a case. Court approval is not required for substitution of counsel.

1.8. Notice by Publication

- 1.8-1. The Court Clerk may assist parties with obtaining a quote regarding a Court-approved notice by publication.
 - (a) Parties shall submit payment to the Court Clerk prior to the notice being submitted for publication.
 - (1) The Court shall not be responsible for any fees associated with the notice by publication.
 - (2) Fee waivers are not available from the Court for notice by publication.

1.9. Continuances

- 1.9-1. Continuances shall only be granted by the Court based on a written request or motion of a party, a stipulation of the parties, or on the Court's own motion.
- 1.9-2. A request for a continuance shall be decided on a case-by-case basis in light of the circumstances present at the time of the request. Examples of acceptable reasons for a continuance may include, but are not limited to, the following:
 - (a) Failure of a party to receive proper or sufficient notice;
 - (b) Emergency involving the Judge, Court staff, and/or parties;
 - (c) Unavailability of the courtroom;
 - (d) A one-time request to obtain counsel;
 - (e) To allow more time for settlement negotiations or peacemaking; and
 - (f) Absence or unavailability of a material witness.
- 1.9-3. The Court may impose conditions upon the granting of a continuance, such as requiring a party to provide documentation regarding a medical emergency.

1.10. Default Judgment

- 1.10-1. If a party fails to appear at any Court hearing, the Court shall verify that proper notice was provided prior to finding the party in default.
- 1.10-2. If the Court finds that proper notice was not provided, the matter may be dismissed or rescheduled. If the matter is rescheduled, the Court may make orders or give instructions regarding notice that shall occur prior to the rescheduled hearing.

1.11. Children in the Courtroom

- 1.11-1. Subject to the exceptions listed below, children shall not be present in the courtroom during court proceedings or participate in proceedings as a witness.
- 1.11-2. A child may participate in a proceeding upon a finding by the Court that it will not be harmful to the child or disruptive to the Court for the child to participate.

- (a) Disruptive children shall remain in the lobby and shall be accompanied by an adult. Court staff, including security officers, will not care for children during court proceedings.
- 1.11-3. The Judge shall retain the discretion on the competency of a witness and a determination whether testifying is in the best interest of a child.

1.12. Witnesses

- 1.12-1. Witnesses shall be examined from the counsel table, except when handling exhibits. Persons examining witnesses may either stand or remain seated while examining a witness from counsel table. In no case shall a witness be crowded during examination.
- 1.12-2. Witnesses shall be examined with courtesy and respect, and their good faith presumed until the contrary appears.
- 1.12-3. The fees of witnesses shall be as follows:
 - (a) Lay witnesses appearing in response to a subpoena shall not be paid by the party calling them.
 - (b) Expert witnesses who testify may be paid by the party calling them at a rate agreed upon by the expert witness and the party.

1.13. Evidence on an Electronic Device

- 1.13-1. Parties shall print out a copy of all emails, texts, social media messages, photographs, and other contents of their electronic device that they wish to offer as evidence. Audio and video recordings shall be duplicated onto media that is compatible with the Court's equipment and that can be provided to and retained by the Court (e.g. USB flash drive).

1.14. Ex Parte Communication

- 1.14-1. Ex parte communication, unless otherwise permitted by law, is forbidden subject to the following exceptions:
 - (a) When a party fails to appear at a court hearing where the parties have been properly noticed, the Court may speak on the record with the party or parties who appear.
 - (b) When a party believes that sharing the communication with the other party or parties would place a party, a child, or Oneida Judiciary staff in danger of physical harm.

1.15. Written Decisions

- 1.15-1. The Court shall send a copy of the written decision to the last known address of the parties upon completion of the decision.
 - (a) Parties are responsible for providing their current mailing address to the Court Clerk.
 - (b) Parties may request that the Court Clerk provide a copy of the written decision by email. The party shall provide their current email address to the Court Clerk.

1.16. Filing Fees

- 1.16-1. The Court shall charge a filing fee consistent with the fee schedule maintained on the Judiciary's website.
 - (a) No filing fees shall be charged for documents filed by the Oneida Nation Child Support Agency and the Oneida Indian Child Welfare Department.
- 1.16-2. If a party is unable to afford the filing fee, the party may file a fee waiver with the Court requesting the Court to waive the fee. It is at the Court's discretion to waive the fee or not.
- 1.16-3. Unless otherwise approved by the Judge, all filing fees shall be non-refundable.

1.17. Divorce Proceedings

1.17-1. After the petitioner completes the divorce paperwork and pays any applicable filing fees, a pre-trial hearing shall be scheduled.

1.17-2. At the pre-trial hearing, the Court may address the following topics:

- (a) Jurisdiction;
- (b) Notice;
- (c) Peacemaking;
- (d) Temporary orders;
- (e) Title Report;
- (f) Appointment of a guardian ad litem;
- (g) Distribution of the financial disclosure form, marital settlement agreement, and tribal divorce/annulment worksheet;
- (h) Scheduling the next court date; and/or
- (i) Other issues as warranted.

1.17-3. At the final hearing, the parties shall either inform the Court of the terms of the settlement agreement or proceed to a contested hearing. The parties may agree on some issues and request the Court to resolve disputed issues.

1.18. Paternity Proceedings

1.18-1. After a petition related to paternity has been filed, the Court shall schedule a pre-trial hearing.

1.18-2. The pre-trial hearing is an opportunity for the Court and the parties to address preliminary issues, including ordering genetic tests. If there are no preliminary issues, the Court may proceed immediately to a final paternity hearing.

1.18-3. The Court may address the following issues at the final paternity hearing:

- (a) Paternity;
- (b) Child support;
- (c) Legal custody;
- (d) Physical placement;
- (e) Health care expenses for the child(ren);
- (f) Claiming the child(ren) for tax purposes; and/or
- (g) Other issues as warranted.

1.19. Child Support Proceedings

1.19-1. If the Court receives a motion to modify child support from an incarcerated party or in a case where the other party's address is protected due to domestic abuse, the Court may serve a copy of the motion on the responding party by first class mail in accordance with 8 O.C. 803.5-6(b).

1.20. Guardian ad Litem

1.20-1. This rule governs the appointment, conduct, duties, and powers of a guardian ad litem in cases where it is appropriate and authorized under the Oneida Code of Laws.

1.20-2. A guardian ad litem shall be an attorney or certified advocate. Before being recognized as certified by the Court, a guardian ad litem shall demonstrate an understanding of the role of the guardian ad litem. Such understanding may be demonstrated by completing guardian ad litem training provided by the Court, another Indian Tribe, or a state; being recognized as a certified guardian ad litem by another jurisdiction; or such other means determined to be appropriate by the Court.

- (a) A guardian ad litem that is recognized as certified by the Court does not need to go through the process to be admitted to practice before the Court.
 - (b) The Court shall have the duty of administering the guardian ad litem list for family law and child welfare cases. Should the Court decide that a guardian ad litem assigned to a particular case has an actual, apparent, or potential conflict of interest or is not acting in the best interest of the child, the Court may remove the the guardian ad litem from the case.
- 1.20-3. A guardian ad litem shall represent the best interest of the person for whom he or she is appointed. The guardian ad litem shall consider the wishes of the person for whom he or she is appointed; however, representation of best interests may be inconsistent with those wishes.
- (a) A guardian ad litem shall communicate to the Court the wishes of the person for whom he or she is appointed, unless that person asks the guardian ad litem to do otherwise.
- 1.20-4. A guardian ad litem shall maintain independence, objectivity, and the appearance of fairness in dealings with parties and professionals, both in and out of the courtroom.
- (a) The guardian ad litem shall not advocate on behalf of or advise any party so as to create in the mind of a reasonable person the appearance of representing that party as an attorney or lay advocate.
 - (b) A guardian ad litem shall identify himself or herself as a guardian ad litem when contacting individuals in the course of a particular case and inform individuals contacted in a particular case about the role of the guardian ad litem at the earliest practicable time. A guardian ad litem shall advise information sources that the documents and information obtained may become part of the record in the court proceeding.
- 1.20-5. A guardian ad litem shall maintain the ethical principles set forth in these rules and is subject to discipline by the Court for violating these rules and other laws applicable to a guardian ad litem.
- (a) If the Court receives a written complaint regarding the conduct of a guardian ad litem, the Court shall do one (1) of the following:
 - (1) The Court may hold a hearing and issue a decision regarding the complaint against the guardian ad litem after all parties have been given an opportunity to be heard;
 - (2) The Court may, in its discretion or at the request of the parties, resolve the complaint against the guardian ad litem through receipt of briefs and issuance of a written decision rather than holding a hearing; or
 - (3) The Court may screen out and take no action on complaints that are frivolous or repetitive. The Court shall communicate in writing any such decision with the parties.
 - (b) The Court may issue an order for discipline which may include, but is not limited to: additional training requirements, private reprimand, public reprimand, removal from a case, or removal from the guardian ad litem list.
- 1.20-6. No person who has an interest in the outcome of the proceeding, appears as counsel in a proceeding on behalf of any party, or is a relative or representative of an interested party may be appointed guardian ad litem in that proceeding. A guardian ad litem shall:
- (a) Avoid any actual, apparent, or potential conflict of interest or impropriety in the performance of guardian ad litem responsibilities.
 - (b) Avoid self-dealing or association from which a guardian ad litem might directly or indirectly benefit in cases they are appointed, other than for compensation as guardian ad litem.

- (c) Take action immediately to resolve any potential conflict or impropriety.
- (d) Advise the Court and the parties of the action taken, resign from the case, or seek Court direction as may be necessary to resolve the conflict or impropriety.
- (e) Not accept or maintain appointment if the performance of the duties of guardian ad litem may be materially limited by the guardian ad litem's responsibilities to another client or a third person, or by the guardian ad litem's own interests.

1.20-7. A guardian ad litem is an officer of the Court and as such shall at all times treat the parties with respect, courtesy, fairness, and good faith.

1.20-8. A guardian ad litem shall make reasonable efforts to become informed about the facts of the case and to contact all parties. A guardian ad litem shall examine material information and sources of information, taking into account the positions of the parties.

1.20-9. A guardian ad litem shall not require any evaluations or tests of the parties except as authorized by law or court order issued following notice and opportunity to be heard.

1.20-10. Unless otherwise approved by the Judge, a guardian ad litem shall file a written report with the Court and the parties as required by law or court order no later than five (5) business days prior to a hearing for which a report is required.

1.20-11. A guardian ad litem shall comply with the Court's instructions as set out in the order appointing the guardian ad litem, and shall not provide or require services beyond the scope of the Court's instruction unless by motion and on adequate notice to the parties or upon receipt of additional instruction from the Court.

1.20-12. The guardian ad litem shall be given notice of all hearings and proceedings. A guardian ad litem shall appear at any hearing for which the duties of a guardian ad litem or any issues substantially within a guardian ad litem's duties and scope of appointment are to be addressed.

(a) A guardian ad litem shall not be called as a witness in any proceeding or hearing in which he or she is a guardian ad litem, except where, with the Court's permission, clarification is requested regarding the guardian ad litem report. In such case, testimony shall be restricted to that which is needed to clarify such report.

(b) While appearing in person is preferred, a guardian ad litem may seek permission from the Court to appear by telephone.

1.20-13. A guardian ad litem shall not have ex parte communications concerning the case with the Court except as permitted by court rule or law.

(a) After completion of the case, the Court may provide a performance evaluation to the guardian ad litem and respond to any questions or concerns.

1.20-14. As an officer of the Court, a guardian ad litem shall make no disclosures about the case or the investigation except in reports to the Court or as necessary to perform the duties of a guardian ad litem. A guardian ad litem shall not disclose the parties' address information when there are known allegations of domestic violence or a safety risk to a party or child. The guardian ad litem may recommend that the Court seal the report or a portion of the report of the guardian ad litem to preserve the privacy, confidentiality, or safety of the parties or the person for whom the guardian ad litem was appointed.

1.20-15. A guardian ad litem shall perform responsibilities in a prompt and timely manner, and, if necessary, request timely court reviews and judicial interventions in writing with notice to parties or affected agencies.

1.20-16. A guardian ad litem shall maintain documentation to substantiate recommendations and conclusions and shall keep records of actions taken by the guardian ad litem.

1.20-17. A guardian ad litem shall keep accurate records of the time spent, services rendered, and expenses incurred in each case and file an itemized statement and accounting with the Court and provide a copy to each party or other entity responsible for payment. The Court may adopt internal operating procedures addressing guardian ad litem fees and expenses.

1.20-18. At contested hearings, and at other times when appropriate, the guardian ad litem shall provide a written report to the Court with his or her recommendations. While the Court is not bound to follow the recommendations of the guardian ad litem, the Court shall consider such recommendations. The recommendations shall be based upon a full and independent investigation of the facts. The report shall include:

- (a) The sources of the information used by the guardian ad litem;
- (b) What home visits were done by the guardian ad litem and the results of the visits;
- (c) Who the guardian ad litem interviewed including parents, relatives, and professionals;
- (d) Whether the guardian ad litem had contact with the child(ren);
- (e) Relevant standards and factors included in the law; and
- (f) The guardian ad litem's recommendation on the contested issues.

1.20-19. As an officer of the Court, a guardian ad litem has only such authority conferred by the order of appointment or by law. A guardian ad litem shall also have the following authority:

- (a) Unless circumstances warrant otherwise, a guardian ad litem shall have access to the persons for whom a guardian ad litem is appointed and to all information relevant to the issues for which a guardian ad litem was appointed. The access of a guardian ad litem to the person for whom he or she is appointed shall not be unduly restricted by any person or agency. When the guardian ad litem seeks contact with a party who is represented by an attorney or lay advocate, the guardian ad litem shall notify the attorney or lay advocate of such contact. The guardian ad litem's contact with the represented party shall be as permitted by the party's attorney or lay advocate, unless otherwise ordered by the Court.
- (b) Until discharged by a court order, a guardian ad litem shall be timely furnished copies of all relevant pleadings, documents, and reports by the party which served or submitted them.
- (c) A guardian ad litem shall be timely notified of all court hearings and other proceedings concerning the case by the person or agency scheduling the proceeding.
- (d) A guardian ad litem shall be given notice of, and an opportunity to indicate his or her agreement or objection to any proposed agreement of the parties governing issues substantially related to the duties of a guardian ad litem.
- (e) Within the scope of the appointment, a guardian ad litem shall have access to all relevant court files. Access to sealed or confidential files shall be by separate order. A guardian ad litem's report shall inform the Court and parties if the report contains information from sealed or confidential files. The Court Clerk shall provide a certified copy of the order of appointment to the guardian ad litem upon request and without charge.

1.20-20. In every case in which a guardian ad litem is appointed, a guardian ad litem shall have the rights and powers set forth below. These rights and powers are subject to all applicable ordinances and court rules.

- (a) A guardian ad litem shall have the right to file pleadings, motions, notices, briefs, and other documents, and may, subject to the Court's discretion, engage in the discovery process.
- (b) A guardian ad litem shall have the right to make motions and request hearings before the Court as appropriate to the best interest of the person for whom he or she is appointed.

(c) A guardian ad litem shall have the right, subject to the Court's discretion, to introduce exhibits, subpoena witnesses, and conduct direct and cross examination of witnesses.

(d) A guardian ad litem shall have the right to fully participate in the proceedings through submission of written reports and may, subject to the Court's discretion, present oral argument.

1.20-21. For good cause shown, a guardian ad litem may petition the Court for additional authority.

1.20-22. Unless otherwise ordered by the Court, the appointment of a guardian ad litem terminates upon the entry of the Court's final order or upon the termination of any appeal in which the guardian ad litem participates.

End.

Adopted – BC-04-09-14-E

Amended – BC-_____

Summary Report for Family Court Rules

Original effective date: 04/09/2014

Amendment effective date: N/A

Name of Rule: Family Court Rules

Name of law being interpreted: Family Court law

Rule Number: 1

Other Laws or Rules that may be affected: N/A

Summary of the proposed rule: The purpose of these rules is to supplement the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court.

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

Financial Analysis: See Attached.

Note: In addition- the agency must send a written request to each entity which may be affected by the rule- asking that they provide information about how the rule would financially affect them. The agency must include each entity's response in the financial analysis. If the agency does not receive a response within 10 business days after the request is made, the financial analysis can note which entities did not provide a response.



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Statement of Effect
Family Court Law Rule No. 1 – Family Court Rules

Summary

The Family Court law Rule No. 1 – Family Court Rules supplements the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court.

Submitted by: Clorissa N. Santiago, Staff Attorney, Legislative Reference Office
Date: April 25, 2019

Analysis by the Legislative Reference Office

The Family Court law delegates authority to the Family Court to create rules of pleading, practice, and procedure to regulate all hearings conducted before it. [8 O.C. 806.9-2]. The Family Court Rules were initially adopted by the Oneida Business Committee through resolution BC-04-09-14-E.

Family Court law Rule No. 1 – Family Court Rules (“the Rule”) supplements the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court. The Rule provides provisions regarding the following:

- Rules of decorum [see Rule 1.4];
- Appearances [see Rule 1.5];
- Counsel [see Rule 1.6];
- Notice of appearance [see Rule 1.7];
- Notice by publication [see Rule 1.8];
- Continuances [see Rule 1.9];
- Default judgment [see Rule 1.10];
- Children in the courtroom [see Rule 1.11];
- Witnesses [see Rule 1.12];
- Evidence on electronic devices [see Rule 1.13];
- Ex parte communication [see Rule 1.14];
- Written decisions [see Rule 1.15];
- Filing fees [see Rule 1.16];
- Divorce proceedings [see Rule 1.17];
- Paternity proceedings [see Rule 1.18];
- Child support proceedings [see Rule 1.19]; and
- Guardians ad litem [see Rule 1.20].

Section 1.4-6 of the Rule regarding the prohibition of weapons in the courthouse, with the exception of on-duty security and law enforcement officers is consistent with Oneida Business Committee resolution BC-10-26-11-C which prohibits a person from carrying a weapon, whether in the open or concealed, on Tribal public property, including in any Tribal building, gaming or

retail business, facility, construction site, vehicle or at any Tribally sponsored event, except for individuals who are actually engaged in the performance of the duties of their employment requiring them to carry a weapon, including sworn law enforcement officers or vendors who transport and/or distribute cash.

Section 1.5 of the Rule provides for the appearances of parties at hearings. The Rule requires that all parties appear in person for all hearings, except in circumstances where it is difficult or impossible for a party to appear in person and the party contacts the Court Clerk to request an appearance by telephone or videoconference. [see Rule 1.5-1, 1.5-2]. The requirement for a party to appear before the Court at any scheduled hearing or proceeding is already provided for in the Oneida Judiciary Rules of Civil Procedure. [8 O.C. 803.29-1]. Additionally, the Oneida Judiciary Rules of Civil Procedure provides that the Court may allow a party to appear by telephone if requested in writing and submitted at least seven (7) days before a hearing or proceeding. [8 O.C. 803.29-1(c)]. Although the Rule does not specifically require the request to appear by telephone to be submitted in writing at least seven (7) days before a hearing, these provisions are still required by the Oneida Judiciary Rules of Civil Procedure.

Section 1.6 of the Rule clarifies that a party has a right to retain an attorney or lay advocate at his or her own expense for any matter that comes before the Family Court. Currently, there are some laws of the Nation, but not all, that discuss a party's right to retain an attorney or lay advocate for a matter before the Family Court, such as the Children's Code's provisions on advocates [7 O.C. 708.9-1], and the Divorce, Annulment, and Legal Separation law's discussion on attorneys and advocates [7 O.C. 702.5-1]. Section 1.6 of the Rule sets this right of a party before the Family Court as a standard for the Family Court.

Section 1.7-3 of the Rule provides that counsel may not withdraw from a case where a motion is pending, or a hearing has been scheduled except upon motion and order of the Court. The Professional Conduct for Attorneys and Advocates law provides the conditions for when counsel may withdraw from representing a client. [8 O.C. 810.14-2]. Additionally, the Professional Conduct for Attorneys and Advocates law provides that counsel must comply with applicable court rules requiring notice to or permission of the Judiciary when terminating a representation. [8 O.C. 810.14-3].

Section 1.8-1 of the Rule provides information regarding service by publication. The Judiciary Rules of Civil Procedures provides that service by publication may be used as a last resort when personal service and service by mail have not been possible. [8 O.C. 803.5-6]. Section 1.8-1 of the Rule provides that the Court Clerk may assist parties with obtaining a quote regarding a court approved notice by publication, and how fees related to service by publication are handled.

Section 1.9 of the Rule provides information on continuances. The Oneida Judiciary Rules of Civil Procedure only discusses continuances in regard to amending pleading based on an objection at trial and provides that the Court may grant a continuance to enable the objecting party to provide evidence to satisfy the Court that the evidence would prejudice their action or defense on the merits. [8 O.C. 803.11-2(a)]. Section 1.9 of the Rule provides when the Court can grant a continuance, acceptable reasons for a continuance, and the ability of the Court to impose conditions upon the granting of a continuance.

Section 1.10 of the Rule discusses default judgments. Defaults judgments have been addressed by the Oneida Judiciary Rules of Civil Procedure. The Oneida Judiciary Rules of Civil Procedure provides that if a party against whom a judgment for relief is sought has failed to appear, plead or otherwise defend as required in this Law or elsewhere, a default judgment may be granted by the Court upon the receipt of whatever evidence is deemed necessary to establish the claim. [8 O.C. 803.29-2]. Additionally, the Oneida Rules of Civil Procedure provides that when a party who has filed a claim fails to appear, plead, or prosecute said claim as provided in this Law or elsewhere, a dismissal, which is treated as a default, may be granted by the Court, on its own or on a party's motion, dismissing the claim. [8 O.C. 803.29-3]. The Rule provides additional requirements for a default judgment by requiring that the Court verify that proper notice was provided prior to finding the party in default. The Rule provides that if proper notice was not provided, the matter may be dismissed or rescheduled, and if the matter is rescheduled, the Court may make orders or give instructions regarding notice that shall occur prior to the rescheduled hearing.

Section 1.12 of the Rule provides details regarding witnesses. Testimony by witnesses is briefly discussed in the Oneida Judiciary Rules of Civil Procedure in which requirements that witness testimony be taken in open Court unless a law or rules adopted by the Nation [8 O.C. 803.23-1], that a solemn affirmation suffices for an oath [8 O.C. 803.23-2], and that the Court may appoint an interpreter [8 O.C. 803.23-4]. The Oneida Judiciary Rules of Evidence goes into greater detail regarding witnesses. [8 O.C. 804.9]. The Oneida Judiciary Rules of Evidence contains provisions regarding:

- The competency of a witness to testify in general [8 O.C. 804.9-1];
- The need for personal knowledge [8 O.C. 804.9-2];
- The requirement of an oath or affirmation to testify truthfully [8 O.C. 804.9-3];
- The use of an interpreter [8 O.C. 804.9-4];
- A judge's competency as a witness [8 O.C. 804.9-5];
- The impeachment of a witness [8 O.C. 804.9-6];
- A witness's character for truthfulness or untruthfulness [8 O.C. 804.9-7];
- Impeachment by evidence of a criminal conviction [8 O.C. 804.9-8];
- Religious beliefs or opinions [8 O.C. 804.9-9];
- The mode and order of examining witnesses and presenting evidence [8 O.C. 804.9-10];
- Writing used to refresh a witness's memory [8 O.C. 804.9-11];
- A witness's prior statements [8 O.C. 804.9-12];
- The Court's calling or examining a witness [8 O.C. 804.9-13]; and
- Excluding witnesses [8 O.C. 804.9-14].

The Oneida Judiciary Rules of Evidence specifically provides that the Court shall exercise reasonable control over the mode and order of examining witnesses as to make those procedures effective for determining the truth, avoid wasting time, and protect witnesses from harassment or undue embarrassment. [8 O.C. 804.9-10(a)(1)-(3)]. Section 1.12-1 of the Rule provides that a witness shall be examined from the counsel table, except when handling exhibits, and that a witness shall not be crowded during examination. Section 1.12-2 of the Rule then provides that witnesses shall be examined with courtesy and respect, and their good faith presumed until the contrary appears. Both sections of the Rule further the Oneida Judiciary Rules of Evidence's requirement that the court protect witnesses from harassment or undue embarrassment.

Section 1.14 of the Rule addresses ex parte communication. The Oneida Tribal Judiciary Canons of Judicial Conduct provide requirements for judges to follow in regard to ex parte communication. [8 O.C. 802 1.12.2]. A judge is not allowed to initiate, permit, condone, or consider ex parte communications with parties, counsel or interested persons, or other communications made to the Judge outside the presence of the parties and their lawyers, concerning a pending or impending matter, except that the following types of ex-parte communications may be allowed, if in accordance with adopted Judiciary regulations:

- Deliberations with other Judges seated on the same panel of Judges, if applicable.
- Communication for non-substantive matters such as for scheduling, administrative, or emergency purposes.
- Consultation with court staff and court officials whose functions are to aid the Judge in carrying out the Judge's adjudicative responsibilities.
- Consultation with other Judges on pending matters, but not with any Judge that has been disqualified from hearing the matter, or that would have appellate jurisdiction over the matter.
- Communications with a party or attorney where the matter does not and would not involve adversarial proceedings (e.g. name changes).
- Written advice from a disinterested expert on law or tribal custom or tradition, or on other sources of applicable law; where the parties are given written notice and afforded a reasonable opportunity to object and/or respond to such information.
- A Judge may consult ethics advisory committees, outside counsel, or legal experts concerning compliance with these Canons, or regarding the compliance of any lawyer or advocate with applicable Rules of Conduct or Ethics.
- Other communications as allowed by specialized local rules; for example, in Peacemaking, where the Peacemaker has a more involved role. [8 O.C. 802 1.12.2].

Section 1.14-1 of the Rule provides specialized local rules as referenced in the Oneida Tribal Judiciary Canons of Judicial Conduct. The Rule confirms that ex parte communication, unless otherwise permitted by law, is forbidden, but then provides exceptions to the prohibition of ex parte communication. Section 1.14-1(a) of the Rule provides an exception to the prohibition of ex parte communication when a party fails to appear at a court hearing where the parties have been properly noticed, and then allows the Court to speak on the record with the party or parties who appear. Additionally, Section 1.14-1(b) of the Rule provides an exception for when a party believes that sharing the communication with the other party or parties would place a party, a child, or Oneida Judiciary staff in danger of physical harm. The Oneida Tribal Judiciary Canons of Judicial Conduct further states that a judge may disclose information where disclosure is necessary to protect the health or safety of the Judge or another person. [8 O.C. 802 1.9.2].

Section 1.15-1 of the Rule details on written decisions. The Oneida Judiciary Rules of Civil Procedure provides that all decisions rendered, unless specified otherwise, shall be in writing and include the findings of fact and conclusions of law. [8 O.C. 803.31-1(f)]. The Court is required to complete a written decision within thirty (30) days of the completion of the hearing or trial but can extend this time period to not more than an additional thirty (30) days from the original due date upon written notice to all parties. [8 O.C. 803.31-1(f)(1)(a)]. The Rule states that the Court will send the copy of the written decision to the last known address of the parties upon completion of

the decision, and clarifies that the parties are responsible for providing their current mailing address to the Court Clerk. The Rule also provides that parties may request that the Court Clerk provide a copy of the written decision by email if the parties provide their current email address to the Court Clerk.

Section 1.16 of the Rule provides for filing fees. The Oneida Judiciary Rules of Civil Procedures states that a civil action shall be commenced upon the filing of a complaint and payment of a filing fee or other fee where specified by law or Court rule. [7 O.C. 803.5-1]. The Rule provides that the filing fee the Family Court charges shall be consistent with the fee schedule maintained on the Judiciary's website, but the Oneida Nation Child Support Agency and the Oneida Indian Child Welfare Department shall not be charged filing fees. [see Rule 1.16-1]. The Rule also provides details on filing fee waivers, and the nonrefundable nature of filing fees.

Section 1.17 of the Rule provides additional information regarding divorce proceedings that is not provided for in the Divorce, Annulment, Legal Separation law. [7 O.C. 702]. The Divorce, Annulment, Legal Separation law provides information regarding jurisdiction, summons and petitions, peacemaking and mediation, affirmation and annulment, legal separation and divorce, and property division and maintenance. [7 O.C. 702]. Section 1.17 of the Rule states that a pre-trial hearing will be scheduled and provides more specific details on when the pre-trial hearing will be scheduled, what topics will be addressed at the pre-trial hearing, and the final hearing. The Oneida Judiciary Rules of Civil Procedure allows for the Court to schedule a pre-trial meeting. [8 O.C. 803.12-1(a)]. Additionally, the Oneida Judiciary Rules of Civil Procedure requires that after any pre-trial meeting or hearing the Court shall issue an order reciting the action taken, which will control the course of the action unless the Court modifies it. [8 O.C. 803.12-3].

Section 1.18 of the Rule provides additional information regarding paternity proceedings that is not provided for in the Paternity law. [7 O.C. 703]. Section 1.18 of the Rule states that a pre-trial hearing will be scheduled to address preliminary issues, and if no preliminary issues exist the Court may proceed to a final hearing. The Oneida Judiciary Rules of Civil Procedure allows for the Court to schedule a pre-trial meeting. [8 O.C. 803.12-1(a)]. Additionally, the Oneida Judiciary Rules of Civil Procedure requires that after any pre-trial meeting or hearing the Court shall issue an order reciting the action taken, which will control the course of the action unless the Court modifies it. [8 O.C. 803.12-3]. Section 1.18-3 of the Rule provides for the issues that the Court may address at the final paternity hearing including paternity, child support, legal custody, physical placement, health care expenses, claiming the child for tax purposes, and any other issues as warranted. The Paternity law provides what information the judgment or order determining the paternity of the child shall contain, including an adjudication of paternity of the child, legal custody, physical placement, support and/or health care expenses of the child, and the father's obligation to pay or contribute to the reasonable expenses of the mother's pregnancy and the child's birth. [7 O.C. 703.6-9(a)-(c)]. Although both section 1.18 of the Rule and the Paternity law are substantially similar in the description of what may be addressed at a final paternity hearing, each provides slightly different possibilities as to what may be addressed by the Court.

Section 1.19 of the Rule provides information on child support proceedings, particularly in regard to modifying child support for an incarcerated parent. The Child Support law provides for the modification of child support orders. [7 O.C. 704.10]. The Child Support law allows a

modification of the child support order to be sought by the Nation's Child Support Agency or either party if there has been a substantial change of circumstances. [7 O.C. 704.10-1, 704.10-2]. Section 1.19-1 of the Rule states that if the Court receives a motion to modify child support from an incarcerated party or in a case where the other party's address is protected due to domestic abuse, the Court may serve a copy of the motion on the responding party by first class mail in accordance with section 803.5-6(b) of the Oneida Judiciary Rules of Civil Procedure. The Oneida Judiciary Rules of Civil Procedures provides that although service of all papers made by mail from any party are required to be by certified mail with return receipt, the Court may provide service by first class mail. [8 O.C. 803.5-6(b)].

Section 1.20 of the Rule provides information on guardians ad litem. Provisions regarding guardians ad litem are extensively provided for by the Oneida Judiciary Rules of Civil Procedure. [8 O.C. 803.37]. The Oneida Judiciary Rules of Civil Procedure governs the appointment, conduct, duties and powers of guardian's ad litem where it is appropriate and authorized under a law of the Nation, and applies in every situation where a guardian ad litem is necessary, except where other laws of the Nation are more specific regarding guardians ad litem, then those laws shall supersede. [8 O.C. 803.37-1]. Section 1.20 of the Rule duplicates the information that is contained in section 803.37 of the Oneida Judiciary Rules of Civil Procedure and then provides additional information regarding:

- The recognition that a certified guardian ad litem does not need to be admitted to practice before the Court [see Rule 1.20-2(a)];
- The authority of the Court to administer the guardian ad litem list for family law and child welfare cases [see Rule 1.20-2(b)];
- The responsibility of a guardian ad litem to communicate to the Court the wishes of the person for whom he or she is appointed, unless that person asks the guardian ad litem to do otherwise [see Rule 1.20-3(a)];
- A complaint and discipline process for guardians ad litem [see Rule 1.20-5];
- The authority for the guardian ad litem to seek permission from the Court to appear by telephone [see Rule 1.20-12-(b)];
- The authority of the Court to provide a performance evaluation to the guardian ad litem and respond to any questions or concerns after completion of a case [see Rule 1.20-13(a)]; and
- The requirement of the Court to consider recommendations from a guardian ad litem, even though the Court is not bound to follow the recommendations [see Rule 1.20-18].

In addition to the Oneida Judiciary Rules of Civil Procedure, the Child Custody, Placement, and Visitation law provides provisions regarding guardians ad litem specific to the appointment, qualifications, responsibilities, status hearing, and compensation specific to that law. [7 O.C. 705.8].

Conclusion

Adoption of the Family Court law Rule No. 1 – Family Court Rules would not conflict with any of the Nation's laws.

Financial Analysis for Family Court Rules

Type of Cost	Description/Comment	Dollar Amount
Start Up Costs		\$0
Personnel		\$0
Office		\$0
Documentation Costs		\$0
Estimate of time necessary for an individual or agency to comply with the rule after implementation		\$0
Other, please explain		N/A
Total Cost (Annual)		\$0

MEMORANDUM

TO: Legislative Operating Committee (LOC)
FROM: Hon. Marcus S. Zelenski, Family Court *MSZ*
Hon. Robert J. Collins II, Family Court *RJC*
DATE: July 30, 2019
RE: Family Court Rules: Public Meeting Comment Review

On July 22, 2019, a public meeting was held regarding the proposed Family Court Rules. This memorandum is submitted as a review of the oral and written comments that were presented at the public meeting and submitted within the public comment period.

Comment 1.

Shana M. Parker – Written Comment: The purpose of this letter is to inform and bring awareness. My name is Shana Parker and my father was Daniel Parker. You presided over his divorce hearing (case No: 15-DI-026) in January of 2016. Apparently, my aunt who was also his self-appointed caregiver was allowed to assist my father in the court room because he was hard of hearing. Without background knowledge of the situation or knowledge of my late father, this would seem like a harmless action.

My aunt Connie Skenandore was invested in the outcome of that divorce and I am pretty sure she had also ensured that my father was intoxicated and was very responsible for the implementation of the whole process. I of course know that she was benefitting from living in my father's house, but during that time, she had drawn up power of attorney paperwork, that he unwittingly signed. She had drawn up his will for him and signed herself as 100% beneficiary, (she also signed as a witness, so it made the whole thing null and void in the eyes of Brown County Court) and forged his name on life insurance beneficiary forms, totaling \$50,000+. One of which was a pre-existing life insurance policy that his ex-wife was main beneficiary, until the divorce, by Wisconsin law. My lawyer helped me get access to his bank accounts, which led me to the numerous life insurance policies, which led me to the fake will and the access she attempted to have to his social security checks, post mortem. She even attempted to use his information for utility bills, cares, etc. after his death. There were countless red flags. It took me two years and some funds in federal court and county court to ensure that Connie did not continue to benefit off of her dead brother.

My suggestion for new rules would be that our Oneida Family Court find other ways to accommodate for hard-of-hearing individuals and individuals with other disabilities. Family members are the biggest perpetrators when it comes to undue influence and exploitation of our elders and disabled and we cannot assume that they were there to speak on anyone else's behalf, other than themselves. Also, ensure that the people in court are not intoxicated. Hindsight is 20/20, but there was a lot of undue influence in that relationship of my late father and his sister while she posed as a concerned advocate and doting care-giver.

I had initially started this letter after the federal court case that involved the forgery had finally ceased. I saw in the Kalihwisaks that there was a comment period in regards to the Family Court

Page 2
July 30, 2019

Rules, so I am completing this letter and sending it in on the deadline to plead that the following suggestions be taken into consideration. 1. Accommodations for communication to include deaf/hard of hearing may not include relatives speaking on the behalf of elders and our people with disabilities. 2. Ensure that people do not show up obviously intoxicated for hearings.

Response:

The court ensures due process by making sure that each participant in a court proceeding can effectively communicate. A party may request reasonable accommodations. For instance, the court may provide an interpreter in accordance with 8 O.C. 803.23-4. An individual may also be represented by an attorney or advocate at their own expense.

If an individual showed up for a hearing intoxicated, the court would adjourn the matter and possibly find the individual in contempt pursuant to 8 O.C. 803.26-1.

In the situation referenced above, the relative did not speak on the individual's behalf and there were no signs that the individual was intoxicated or unable to understand. As the concerns are addressed elsewhere in the Oneida Code of Laws, there are no recommended changes to the draft based on this comment.

www.kalihwisaks.com

Local

July 3, 2019 • Áhsa Niwásha Áhsa 33

Biking for Babies takes off from Champion Shrine

(Champion, Wis.) ~ The National Shrine of Our Lady of Good Help will serve as the starting point for the northern route for the 2019 Biking for Babies event. Biking for Babies is an apostolate dedicated to renewing the culture of life and raising awareness and funds for pregnancy resource centers.

"We're very blessed to have Champion Shrine be part of this year's Biking for Babies," said Father John Broussard, CPM, Shrine Rector. "The Biking for Babies program provides tremendous support for pregnancy resource centers and those who seek their services."

The Northern Missionary Team in the Biking for Babies event features 11 members, both riders and support crew; all are from Wisconsin. They will gather at Champion Shrine on Sunday, July 7, for the kick-off of the weeklong bike trip. In 2018, Biking for Babies raised \$82,000 that was provided to 33 pregnancy resource centers in the United States.

"Our missionary riders complete four routes and more than 2,500 miles to raise awareness for America's pregnancy resource centers," said Nikki Biese, Biking for Babies Executive Director. "Our missionaries prepare spiritually, physically and mentally to ride around 120 miles per day in support of the pregnancy centers' clients, services and material needs."

Dr. Robin Goldsmith will be the guest speaker for the Biking for Babies event at Champion Shrine. Goldsmith will provide information about pregnancy resource center during her luncheon talk beginning at 12 p.m.

More information about Biking for

Babies is available at www.bikingforbabies.com.

The National Shrine of Our Lady of Good Help is located at 4047 Chapel Drive in Champion, centrally located between Green Bay, Sturgeon Bay and Algoma. It is open 365 days a year, from 7 a.m. to 7 p.m. For more information, visit www.ShrineOfOurLadyOfGood-Help.com.

About the Shrine: On Oct. 9, 1859, the Queen of Heaven appeared to Adele Brise in Champion, Wisconsin, and said to her, "Gather the children in this wild country and teach them what they should know for salvation. Teach them their catechism, how to sign themselves with the Sign of the Cross and how to approach the sacraments; that is what I wish you to do. Go and fear nothing. I will help you." In 2010, Bishop David Ricken granted formal Church approval to the Marian apparition at the Shrine of Our Lady of Good Help. In 2016, it was designated as a National Shrine by the U.S. Catholic Conference of Bishops. It is the first and only confirmed appearance of the Blessed Virgin Mary in the United States.

Mass is held at the National Shrine daily at 11 a.m. and at 8:30 a.m. on Tuesday and Saturday. Confession is at 10 a.m. Sunday – Friday and 9:15 a.m. on Saturday. Devotions take place Wednesday at 4:30 p.m., during the Sunday Holy Hour at 2 p.m., Saturday and Sunday at 3 p.m. and the first Saturday of the month after the 8:30 a.m. Mass.

NOTICE OF PUBLIC MEETING

TO BE HELD

July 22, 2019 at 9:00 a.m.

IN

Courtroom B of the Oneida Judiciary

LOCATED AT

2630 W. Mason Street, Green Bay, WI 54303

In accordance with the Family Court and Administrative Rulemaking laws, the Family Court is hosting this Public Meeting to gather feedback from the community regarding the following rule:

TOPIC: Family Court Rules

This is a proposal to amend the rules that supplement the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court.

To obtain copies of the Public Meeting documents for this proposal, please visit <https://oneida-nsn.gov/government/register/public-meetings/>.

PUBLIC COMMENT PERIOD OPEN UNTIL July 29, 2019.

During the Public Comment Period, all interested persons may submit written comments. These may be submitted to the Family Court by U.S. mail, interoffice mail, e-mail or fax.

Oneida Judiciary - Family Court

PO Box 19

Oneida, WI 54155

Email: pdgrand@oneidanation.org

Telephone: (920) 496-7200

Fax: (920) 496-7229

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PM Draft (5/08/2019)



Title 8. Judiciary – Chapter 806

FAMILY COURT

Rule #1 – Family Court Rules

1.1 Purpose	1.11 Children in the Courtroom
1.2 Adoption and Authority	1.12 Witnesses
1.3 Definitions	1.13 Evidence on an Electronic Device
1.4 Rules of Decorum	1.14 Ex Parte Communication
1.5 Appearances	1.15 Written Decisions
1.6 Counsel	1.16 Filing Fees
1.7 Notice of Appearance	1.17 Divorce Proceedings
1.8 Notice by Publication	1.18 Paternity Proceedings
1.9 Continuances	1.19 Child Support Proceedings
1.10 Default Judgment	1.20 Guardian ad Litem

1.1. Purpose

1.1-1. The purpose of these rules is to supplement the Oneida Judiciary Rules of Civil Procedure and other laws governing the Family Court.

1.2. Adoption and Authority

1.2-1. These rules were created by the Family Court and approved by the Oneida Business Committee in accordance with 8 O.C. 806.9-2 and 1 O.C. Chapter 106.

1.2-2. These rules may be amended or repealed pursuant to the procedures set out in the Family Court and Administrative Rulemaking laws.

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

1.2-4. In the event of a conflict between a provision of these rules and a provision of another law, the provisions of the other law shall control. In the event of a conflict between a provision of these rules and a provision of another rule, the provisions of these rules shall control.

1.2-5. These rules shall supersede all prior rules of pleading, practice, and procedure relating to the Family Court law.

1.3. Definitions

1.3-1. This section shall govern the definitions of words and phrases used within these rules. All words not defined herein shall be used in their ordinary and everyday sense.

(a) “Continuance” means the postponement of a hearing, court trial, or other scheduled court proceeding at the request of either or both parties in the matter, or by the Judge.

(b) “Counsel” means an attorney or lay advocate that is admitted to practice before the Judiciary.

(c) “Court” means the Family Court.

(d) “Ex parte communication” means any contact with the Judge regarding a pending case where the opposing party has not received notice, is not present, and has not consented to the communication.

(e) “Guardian ad litem” means a person appointed by the Court to appear at any peacemaking, mediation, or hearing and tasked with representing the best interest of the person appointed for.

(f) “Judge” means the Family Court Judge.

(g) “Relative” means husband, wife, mother, father, son, daughter, brother, sister,

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grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, first or second cousin, step-parent, or someone who is recognized by the Oneida General Tribal Council and/or its delegate as a member of an interested party's extended family.

1.4. Rules of Decorum

1.4-1. All electronic devices shall be turned off or silenced as to not disrupt the court proceedings.

1.4-2. All persons are prohibited from using an electronic device or any other means to take pictures, take videos, or make audio recordings during the court proceedings without permission from the Judge.

1.4-3. Unless otherwise approved by the Judge, all persons shall remove their hats or headwear during the court proceedings, except those worn for religious or medical purposes.

1.4-4. No chewing gum, food, or drink shall be permitted in the courtroom without permission from the Judge.

1.4-5. All parties, counsel, and witnesses shall refrain from interrupting or talking over one another during the court proceedings.

1.4-6. With the exception of on-duty security and law enforcement officers, no weapon of any type shall be taken, carried, or introduced into the courthouse. All persons entering the courthouse may be searched and examined by electronic detection equipment.

1.4-7. Security officers, law enforcement officers, and Oneida Judiciary staff are authorized to open and inspect any item carried into the courthouse.

1.4-8. All persons shall identify themselves when asked by security officers, law enforcement officers, and Oneida Judiciary staff.

1.4-9. Distracting or disorderly conduct may result in removal from the courthouse by security officers or law enforcement officers.

(a) Individuals may be removed from the courthouse for attempting to listen in or eavesdrop on a closed Court proceeding.

1.5. Appearances

1.5-1. The parties shall appear in person for all hearings.

1.5-2. In circumstances where it is difficult or impossible for a party to appear in person, the party may contact the Court Clerk to request an appearance by telephone or videoconference.

(a) It is the responsibility of the party to provide the Court with a contact number where the party may be reached for the telephone or videoconference appearance.

(b) It is the responsibility of the party appearing by telephone or videoconference to be available for the hearing.

1.6. Counsel

1.6-1. Parties have a right to retain an attorney or lay advocate at their own expense.

1.6-2. A party may bring a domestic violence advocate to Court with them; however, the domestic violence advocate shall not speak on behalf of the party unless the advocate is admitted to practice in the Oneida Judiciary. The Court shall not assume the existence of any facts based on the presence of the domestic violence advocate.

1.7. Notice of Appearance

1.7-1. The attorney or lay advocate whose name, address, and telephone number appears on a document presented for filing is considered counsel of record, and a separate notice of appearance need not be filed.

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- (a) If the name of more than one (1) attorney or lay advocate is shown on the document, the attorney or lay advocate who is counsel of record shall be clearly identified.
- 1.7-2. An attorney or lay advocate representing a party who will not be filing a document shall enter a separate notice of appearance as counsel of record indicating the name of the party represented and the case number, if known.
- 1.7-3. Counsel may not withdraw from a case where a motion is pending or a hearing has been scheduled except upon motion and order of the Court.
- 1.7-4. A separate notice of appearance shall also be entered whenever an attorney or lay advocate is substituted as counsel of record in a case. Court approval is not required for substitution of counsel.

1.8. Notice by Publication

1.8-1. The Court Clerk may assist parties with obtaining a quote regarding a Court-approved notice by publication.

- (a) Parties shall submit payment to the Court Clerk prior to the notice being submitted for publication.

- (1) The Court shall not be responsible for any fees associated with the notice by publication.
 - (2) Fee waivers are not available from the Court for notice by publication.

1.9. Continuances

1.9-1. Continuances shall only be granted by the Court based on a written request or motion of a party, a stipulation of the parties, or on the Court's own motion.

1.9-2. A request for a continuance shall be decided on a case-by-case basis in light of the circumstances present at the time of the request. Examples of acceptable reasons for a continuance may include, but are not limited to, the following:

- (a) Failure of a party to receive proper or sufficient notice;
- (b) Emergency involving the Judge, Court staff, and/or parties;
- (c) Unavailability of the courtroom;
- (d) A one-time request to obtain counsel;
- (e) To allow more time for settlement negotiations or peacemaking; and
- (f) Absence or unavailability of a material witness.

1.9-3. The Court may impose conditions upon the granting of a continuance, such as requiring a party to provide documentation regarding a medical emergency.

1.10. Default Judgment

1.10-1. If a party fails to appear at any Court hearing, the Court shall verify that proper notice was provided prior to finding the party in default.

1.10-2. If the Court finds that proper notice was not provided, the matter may be dismissed or rescheduled. If the matter is rescheduled, the Court may make orders or give instructions regarding notice that shall occur prior to the rescheduled hearing.

1.11. Children in the Courtroom

1.11-1. Subject to the exceptions listed below, children shall not be present in the courtroom during court proceedings or participate in proceedings as a witness.

1.11-2. A child may participate in a proceeding upon a finding by the Court that it will not be harmful to the child or disruptive to the Court for the child to participate.

- (a) Disruptive children shall remain in the lobby and shall be accompanied by an adult. Court staff, including security officers, will not care for children during court proceedings.
- 1.11-3. The Judge shall retain the discretion on the competency of a witness and a determination whether testifying is in the best interest of a child.

1.12. Witnesses

- 1.12-1. Witnesses shall be examined from the counsel table, except when handling exhibits. Persons examining witnesses may either stand or remain seated while examining a witness from counsel table. In no case shall a witness be crowded during examination.
- 1.12-2. Witnesses shall be examined with courtesy and respect, and their good faith presumed until the contrary appears.
- 1.12-3. The fees of witnesses shall be as follows:
- (a) Lay witnesses appearing in response to a subpoena shall not be paid by the party calling them.
 - (b) Expert witnesses who testify may be paid by the party calling them at a rate agreed upon by the expert witness and the party.

1.13. Evidence on an Electronic Device

- 1.13-1. Parties shall print out a copy of all emails, texts, social media messages, photographs, and other contents of their electronic device that they wish to offer as evidence. Audio and video recordings shall be duplicated onto media that is compatible with the Court's equipment and that can be provided to and retained by the Court (e.g. USB flash drive).

1.14. Ex Parte Communication

- 1.14-1. Ex parte communication, unless otherwise permitted by law, is forbidden subject to the following exceptions:
- (a) When a party fails to appear at a court hearing where the parties have been properly noticed, the Court may speak on the record with the party or parties who appear.
 - (b) When a party believes that sharing the communication with the other party or parties would place a party, a child, or Oneida Judiciary staff in danger of physical harm.

1.15. Written Decisions

- 1.15-1. The Court shall send a copy of the written decision to the last known address of the parties upon completion of the decision.
- (a) Parties are responsible for providing their current mailing address to the Court Clerk.
 - (b) Parties may request that the Court Clerk provide a copy of the written decision by email. The party shall provide their current email address to the Court Clerk.

1.16. Filing Fees

- 1.16-1. The Court shall charge a filing fee consistent with the fee schedule maintained on the Judiciary's website.
- (a) No filing fees shall be charged for documents filed by the Oneida Nation Child Support Agency and the Oneida Indian Child Welfare Department.
- 1.16-2. If a party is unable to afford the filing fee, the party may file a fee waiver with the Court requesting the Court to waive the fee. It is at the Court's discretion to waive the fee or not.
- 1.16-3. Unless otherwise approved by the Judge, all filing fees shall be non-refundable.

1.17. Divorce Proceedings

1.17-1. After the petitioner completes the divorce paperwork and pays any applicable filing fees, a pre-trial hearing shall be scheduled.

1.17-2. At the pre-trial hearing, the Court may address the following topics:

- (a) Jurisdiction;
- (b) Notice;
- (c) Peacemaking;
- (d) Temporary orders;
- (e) Title Report;
- (f) Appointment of a guardian ad litem;
- (g) Distribution of the financial disclosure form, marital settlement agreement, and tribal divorce/annulment worksheet;
- (h) Scheduling the next court date; and/or
- (i) Other issues as warranted.

1.17-3. At the final hearing, the parties shall either inform the Court of the terms of the settlement agreement or proceed to a contested hearing. The parties may agree on some issues and request the Court to resolve disputed issues.

1.18. Paternity Proceedings

1.18-1. After a petition related to paternity has been filed, the Court shall schedule a pre-trial hearing.

1.18-2. The pre-trial hearing is an opportunity for the Court and the parties to address preliminary issues, including ordering genetic tests. If there are no preliminary issues, the Court may proceed immediately to a final paternity hearing.

1.18-3. The Court may address the following issues at the final paternity hearing:

- (a) Paternity;
- (b) Child support;
- (c) Legal custody;
- (d) Physical placement;
- (e) Health care expenses for the child(ren);
- (f) Claiming the child(ren) for tax purposes; and/or
- (g) Other issues as warranted.

1.19. Child Support Proceedings

1.19-1. If the Court receives a motion to modify child support from an incarcerated party or in a case where the other party's address is protected due to domestic abuse, the Court may serve a copy of the motion on the responding party by first class mail in accordance with 8 O.C. 803.5-6(b).

1.20. Guardian ad Litem

1.20-1. This rule governs the appointment, conduct, duties, and powers of a guardian ad litem in cases where it is appropriate and authorized under the Oneida Code of Laws.

1.20-2. A guardian ad litem shall be an attorney or certified advocate. Before being recognized as certified by the Court, a guardian ad litem shall demonstrate an understanding of the role of the guardian ad litem. Such understanding may be demonstrated by completing guardian ad litem training provided by the Court, another Indian Tribe, or a state; being recognized as a certified guardian ad litem by another jurisdiction; or such other means determined to be appropriate by the Court.

- (a) A guardian ad litem that is recognized as certified by the Court does not need to go through the process to be admitted to practice before the Court.
 - (b) The Court shall have the duty of administering the guardian ad litem list for family law and child welfare cases. Should the Court decide that a guardian ad litem assigned to a particular case has an actual, apparent, or potential conflict of interest or is not acting in the best interest of the child, the Court may remove the the guardian ad litem from the case.
- 1.20-3. A guardian ad litem shall represent the best interest of the person for whom he or she is appointed. The guardian ad litem shall consider the wishes of the person for whom he or she is appointed; however, representation of best interests may be inconsistent with those wishes.
- (a) A guardian ad litem shall communicate to the Court the wishes of the person for whom he or she is appointed, unless that person asks the guardian ad litem to do otherwise.
- 1.20-4. A guardian ad litem shall maintain independence, objectivity, and the appearance of fairness in dealings with parties and professionals, both in and out of the courtroom.
- (a) The guardian ad litem shall not advocate on behalf of or advise any party so as to create in the mind of a reasonable person the appearance of representing that party as an attorney or lay advocate.
 - (b) A guardian ad litem shall identify himself or herself as a guardian ad litem when contacting individuals in the course of a particular case and inform individuals contacted in a particular case about the role of the guardian ad litem at the earliest practicable time. A guardian ad litem shall advise information sources that the documents and information obtained may become part of the record in the court proceeding.
- 1.20-5. A guardian ad litem shall maintain the ethical principles set forth in these rules and is subject to discipline by the Court for violating these rules and other laws applicable to a guardian ad litem.
- (a) If the Court receives a written complaint regarding the conduct of a guardian ad litem, the Court shall do one (1) of the following:
 - (1) The Court may hold a hearing and issue a decision regarding the complaint against the guardian ad litem after all parties have been given an opportunity to be heard;
 - (2) The Court may, in its discretion or at the request of the parties, resolve the complaint against the guardian ad litem through receipt of briefs and issuance of a written decision rather than holding a hearing; or
 - (3) The Court may screen out and take no action on complaints that are frivolous or repetitive. The Court shall communicate in writing any such decision with the parties.
 - (b) The Court may issue an order for discipline which may include, but is not limited to: additional training requirements, private reprimand, public reprimand, removal from a case, or removal from the guardian ad litem list.
- 1.20-6. No person who has an interest in the outcome of the proceeding, appears as counsel in a proceeding on behalf of any party, or is a relative or representative of an interested party may be appointed guardian ad litem in that proceeding. A guardian ad litem shall:
- (a) Avoid any actual, apparent, or potential conflict of interest or impropriety in the performance of guardian ad litem responsibilities.
 - (b) Avoid self-dealing or association from which a guardian ad litem might directly or indirectly benefit in cases they are appointed, other than for compensation as guardian ad litem.

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- (c) Take action immediately to resolve any potential conflict or impropriety.
 - (d) Advise the Court and the parties of the action taken, resign from the case, or seek Court direction as may be necessary to resolve the conflict or impropriety.
 - (e) Not accept or maintain appointment if the performance of the duties of guardian ad litem may be materially limited by the guardian ad litem's responsibilities to another client or a third person, or by the guardian ad litem's own interests.
- 1.20-7. A guardian ad litem is an officer of the Court and as such shall at all times treat the parties with respect, courtesy, fairness, and good faith.
- 1.20-8. A guardian ad litem shall make reasonable efforts to become informed about the facts of the case and to contact all parties. A guardian ad litem shall examine material information and sources of information, taking into account the positions of the parties.
- 1.20-9. A guardian ad litem shall not require any evaluations or tests of the parties except as authorized by law or court order issued following notice and opportunity to be heard.
- 1.20-10. Unless otherwise approved by the Judge, a guardian ad litem shall file a written report with the Court and the parties as required by law or court order no later than five (5) business days prior to a hearing for which a report is required.
- 1.20-11. A guardian ad litem shall comply with the Court's instructions as set out in the order appointing the guardian ad litem, and shall not provide or require services beyond the scope of the Court's instruction unless by motion and on adequate notice to the parties or upon receipt of additional instruction from the Court.
- 1.20-12. The guardian ad litem shall be given notice of all hearings and proceedings. A guardian ad litem shall appear at any hearing for which the duties of a guardian ad litem or any issues substantially within a guardian ad litem's duties and scope of appointment are to be addressed.
- (a) A guardian ad litem shall not be called as a witness in any proceeding or hearing in which he or she is a guardian ad litem, except where, with the Court's permission, clarification is requested regarding the guardian ad litem report. In such case, testimony shall be restricted to that which is needed to clarify such report.
 - (b) While appearing in person is preferred, a guardian ad litem may seek permission from the Court to appear by telephone.
- 1.20-13. A guardian ad litem shall not have ex parte communications concerning the case with the Court except as permitted by court rule or law.
- (a) After completion of the case, the Court may provide a performance evaluation to the guardian ad litem and respond to any questions or concerns.
- 1.20-14. As an officer of the Court, a guardian ad litem shall make no disclosures about the case or the investigation except in reports to the Court or as necessary to perform the duties of a guardian ad litem. A guardian ad litem shall not disclose the parties' address information when there are known allegations of domestic violence or a safety risk to a party or child. The guardian ad litem may recommend that the Court seal the report or a portion of the report of the guardian ad litem to preserve the privacy, confidentiality, or safety of the parties or the person for whom the guardian ad litem was appointed.
- 1.20-15. A guardian ad litem shall perform responsibilities in a prompt and timely manner, and, if necessary, request timely court reviews and judicial interventions in writing with notice to parties or affected agencies.
- 1.20-16. A guardian ad litem shall maintain documentation to substantiate recommendations and conclusions and shall keep records of actions taken by the guardian ad litem.

PM Draft (5/08/2019)

1.20-17. A guardian ad litem shall keep accurate records of the time spent, services rendered, and expenses incurred in each case and file an itemized statement and accounting with the Court and provide a copy to each party or other entity responsible for payment. The Court may adopt internal operating procedures addressing guardian ad litem fees and expenses.

1.20-18. At contested hearings, and at other times when appropriate, the guardian ad litem shall provide a written report to the Court with his or her recommendations. While the Court is not bound to follow the recommendations of the guardian ad litem, the Court shall consider such recommendations. The recommendations shall be based upon a full and independent investigation of the facts. The report shall include:

- (a) The sources of the information used by the guardian ad litem;
- (b) What home visits were done by the guardian ad litem and the results of the visits;
- (c) Who the guardian ad litem interviewed including parents, relatives, and professionals;
- (d) Whether the guardian ad litem had contact with the child(ren);
- (e) Relevant standards and factors included in the law; and
- (f) The guardian ad litem's recommendation on the contested issues.

1.20-19. As an officer of the Court, a guardian ad litem has only such authority conferred by the order of appointment or by law. A guardian ad litem shall also have the following authority:

- (a) Unless circumstances warrant otherwise, a guardian ad litem shall have access to the persons for whom a guardian ad litem is appointed and to all information relevant to the issues for which a guardian ad litem was appointed. The access of a guardian ad litem to the person for whom he or she is appointed shall not be unduly restricted by any person or agency. When the guardian ad litem seeks contact with a party who is represented by an attorney or lay advocate, the guardian ad litem shall notify the attorney or lay advocate of such contact. The guardian ad litem's contact with the represented party shall be as permitted by the party's attorney or lay advocate, unless otherwise ordered by the Court.
- (b) Until discharged by a court order, a guardian ad litem shall be timely furnished copies of all relevant pleadings, documents, and reports by the party which served or submitted them.
- (c) A guardian ad litem shall be timely notified of all court hearings and other proceedings concerning the case by the person or agency scheduling the proceeding.
- (d) A guardian ad litem shall be given notice of, and an opportunity to indicate his or her agreement or objection to any proposed agreement of the parties governing issues substantially related to the duties of a guardian ad litem.
- (e) Within the scope of the appointment, a guardian ad litem shall have access to all relevant court files. Access to sealed or confidential files shall be by separate order. A guardian ad litem's report shall inform the Court and parties if the report contains information from sealed or confidential files. The Court Clerk shall provide a certified copy of the order of appointment to the guardian ad litem upon request and without charge.

1.20-20. In every case in which a guardian ad litem is appointed, a guardian ad litem shall have the rights and powers set forth below. These rights and powers are subject to all applicable ordinances and court rules.

- (a) A guardian ad litem shall have the right to file pleadings, motions, notices, briefs, and other documents, and may, subject to the Court's discretion, engage in the discovery process.
- (b) A guardian ad litem shall have the right to make motions and request hearings before the Court as appropriate to the best interest of the person for whom he or she is appointed.

PM Draft (5/08/2019)

(c) A guardian ad litem shall have the right, subject to the Court's discretion, to introduce exhibits, subpoena witnesses, and conduct direct and cross examination of witnesses.

(d) A guardian ad litem shall have the right to fully participate in the proceedings through submission of written reports and may, subject to the Court's discretion, present oral argument.

1.20-21. For good cause shown, a guardian ad litem may petition the Court for additional authority.

1.20-22. Unless otherwise ordered by the Court, the appointment of a guardian ad litem terminates upon the entry of the Court's final order or upon the termination of any appeal in which the guardian ad litem participates.

End.

Adopted – BC-04-09-14-E

Amended – BC-

Oneida Business Committee Agenda Request

Accept the storm and power outage impact reports from the Direct Reports to the Business Committee

1. Meeting Date Requested: 09 / 11 / 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:

Accept Storm and Power Outage Impact Reports from the July 19-20 storms, as FYI

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☒ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

☐ Budgeted - Tribal Contribution

☐ Budgeted - Grant Funded

☐ Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter:
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 OBC took the below action on Wednesday, August 14, 2019. P

C. Approve two (2) actions regarding storm and power outage impact reports
(00:35:46)

Sponsor: Jennifer Webster, Councilwoman

Motion by Brandon Stevens to direct the General Manager to submit storm and power outage impact reports regarding July 19-20, 2019, from the Divisions by September 3, 2019 and direct the Direct Reports to Business Committee to submit storm and power outage impact reports regarding July 19-20, 2019, by September 3, 2019, to be placed on the September 11, 2019, regular Business Committee meeting.

Attached are the reports from the OBC Direct Reports.

Suggested motion:

Accept reports as FYI.

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
Oneida Business Committee
PO Box 365 • Oneida, WI 54155-0365
oneida-nsn.gov



Wednesday, August 14, 2019 the following motion was made: "...direct the Direct Reports to Business Committee to submit storm and power outage impact reports regarding July 19-20, 2019, by September 3, 2019, to be placed on the September 11, 2019, regular Business Committee meeting".

August 19, Jessica Wallenfang sent a follow up of the directive to the OBC Direct Reports. Below are the Direct Reports who responded, that there was no impact from the storm and power outages to their areas.

- Geraldine Danforth
- Lawrence Barton
- Loucinda Conway
- Jo Anne House
- Jennifer Falck

Louise Cornelius, Michele Doxtator, Kaylynn Gresham, Melinda Danforth, and Eric McLester submitted a report, as their areas had impact. Those reports are attached.



Oneida Nation
Office of Emergency Management
2783 Freedom Road, Oneida WI 54155
o-920-869-6650, c-920-366-0411
kgresham@oneindanation.org

TO: Oneida Business Committee
FM: Emergency Management
REF: July 19 – July 21, 2019 Storm Impacts
Date: August 29, 2019

The Emergency Management Department collaborates the coordination and cooperation of numerous divisions and departments within the Tribal organization. Emergency Management works to provide a coordinated timely response to emergencies and/or disasters that threaten the life safety of community members, the environment and/or assets of the Oneida Nation.

The impact on the Emergency Management Department for the storms that occurred from July 19 thru July 21, 2019 were two-fold. The impacts of the severe weather that impacted the Oneida Community, on the Emergency Management Department were from the Response and Communication aspects.

RESPONSE:

The Emergency Management Department was notified at approximately 11:30 am on Saturday July 20, 2019, by the Oneida Police Department, that calls were being received for downed powerlines and tree debris on roadways on the Oneida Reservation. I called DPW and Environmental Health, Safety and Land to coordinate response to the areas that were affected. In speaking with DPW Director Jacque Boyle, I was informed that she was contacting Conservation and Forestry Departments and that they were in-route to address the tree debris that was blocking road ways. In speaking with OPD, DPW and Environmental Health Safety and Land, I notified all three areas that I was out of town and would return if they felt the response being provided was beyond what their respective areas could handle. It was decided that the EOC would not be opened. The level of damage that occurred as a result of the storms was not significant enough to warrant opening the EOC. To my knowledge at that time there were several areas on the reservation without power, the power outage was sporadic and there were several areas that retained power after the storm. I received not further requests for assistance from OPD, DPW or Environmental Health, Safety and Land after approximately 2 pm on Saturday July 20, 2019.

Emergency Management was informed by DPW that Utilities was responding in the field and moving their portable generators between lift stations to ensure power was provided to these critical pieces of infrastructure during the power outage. Utilities stated that the opening of the EOC would have negatively impacted their ability to respond in the field and provide the much need generators to the impacted lift stations.

Emergency Management did reach out at approximately 11 am on Saturday June 20, 2019 to both Brown and Outagamie Counties to inquire whether they were opening their EOC's. I was informed that Brown County was not activating their EOC they were at monitor level only; Brown County did not activate their EOC for this event. I was informed the Outagamie County

EOC was also in monitor mode, I was made aware at 6:47 pm Saturday evening, via email, that Outagamie County Activated their EOC. Outagamie County activated their EOC due to the amount of damage several of the municipalities in the county sustained due to tornados that touched down near the Fox Valley.

Emergency Management received a phone call from Comprehensive Housing Director Dana McLester at approximately 9:30 pm on Saturday July 20, 2019 that there were elders that lived in the Red Stone complex that were without power and were requesting hotel rooms. I informed the Comprehensive Housing Director the Emergency Management does not have funds in their budget to provide for the expense of hotel rooms. The Director informed me that they provide the funding but were having a difficult time finding available hotel rooms anywhere due to several local events that were occurring in the area. EAA, Rock Fest and Tall Ships were all going on during this weekend when the severe weather occurred. I inquired as to whether any of the individuals in the Red Stone Complex had any Life Safety issues that needed to be addressed. The Director informed me that one individual was on CPAP, CPAP is not a life safety concern, so I suggested to the Director that she call the Red Cross and provided the Director with the number. The Director called me back stating she could not reach anyone at the number provided, I then suggested that the individual with the CPAP machine call the on-call nurse at the Oneida Health Center to see if there was any assistance that could be provided from the health perspective.

At the time the I received the initial notifications received from OPD on Saturday July 20, 2019; I had not been made aware that several individuals had been without power due to a storm that impacted the Reservation on the evening of Friday July 19, 2019. Emergency Management has an agreement with Wisconsin Public Service and WE Energies pertaining to notification when numerous individuals within the Reservation are affected by Power Outages. Emergency Management did not receive any notifications from WPS or WE Energies about the extent of the Power Outage that occurred as a result of the storm on Friday July 19, 2019. The WPS and WE Energy website crashed during the weekend of July 20 thru July 21, 2019 making it difficult to determine how many individuals were without power, and the extent of Power Outage at that time. Other than the departments Emergency Management coordinated response efforts with on July 20, 2019; Emergency Management did not receive any calls from community members, Managers, Directors or Members of the Business Committee in reference to the extent of the Power Outage on July 19th or July 20th, 2019.

Emergency Management received a call from David Jordan at approximately 10 am on Sunday, July 21st, 2019. David informed me he was receiving calls from individuals that had been without power since the storm on July 20th, 2019. I informed him that it was less that 24 hours since the power outage had occurred and that I was attempting contact with WPS and WE Energies for a perspective time of power restoration. I followed up with the Comprehensive Housing Director and was notified that she was able to find lodging for the elders that were without power in the Red Stone Complex. Emergency Management received an email Sunday evening July 21st, from Vice Chairman Brandon Stevens inquiring about the activities of Emergency Management in response to the storm. I did inform the Vice Chairman that I had been in constant contact with several of the Division Directors all weekend about efforts related to storm response. I also informed him that I was attempting to contact the VFW and Veterans Services to use their buildings as Cooling Centers and Charging Stations. Melinda Danforth also emailed me Sunday evening requesting information about cooling centers and charging stations. I provided Melinda with the information I received from Outagamie County about their Cooling Centers and Charging Stations and informed her I did not have any information for Brown County. Debbie Thundercloud also contacted me via email Sunday evening, suggesting that we call an emergency meeting for the Division Directors at 8 am Monday morning. Communications emailed me at 6:54 am Monday July 22nd asking for information about Emergency Management efforts and communication suggestions.

Emergency Management contacted Veterans Affairs and VFW by 7:30 am Monday July 22nd and arranged to have both sites listed as cooling stations and charging centers as of 8 am.

An emergency meeting was held with several of the Division Directors to discuss continued efforts to address the ongoing power outage. The discussion points from the meeting were shared with Communications and notification was sent out Tribal Wide and posted on the Nations website. The Cooling Centers/Charging Stations and the use of the Fitness Center for taking showers was provided through COB Wednesday July 24th. Water was provided from the Community Fund to the Cooling Centers and Charging Stations for patrons use. Follow up with the VFW, I was informed that on one stopped to use the VFW as a Cooling Station or Charging Center, 1 person asked if there was any available freezer space at the facility. The VFW provided some freezer space for the individual that made the request. Follow up with Veterans Affairs, 2 people stopped into the facility but not for use as a Cooling Center or Charging Station. Follow up with the Fitness center, 2 people used the Fitness Center for showers.

COMMUNICATIONS:

Emergency Management sent out several notifications to the OBC, Communications, OPD, DPW, and Comprehensive Health pertaining to the heat and potential weather that was predicted to impact the community the entire week preceding the storms. The Emergency Management Director was out of town when the storms occurred, I stayed in constant contact and coordinated the necessary responses to the impacts that were reported. Emergency Management did not reach out to Communications or the Business Committee in relation to the efforts that were being made to address any impacted areas. Emergency Management received no calls from community members requesting assistance for unmet needs. All Life Safety issues were addressed and responded to by OPD, DPW, Conservation, Forestry and Environmental Health Safety and Land.

Most reports received by Emergency Management were in reference to tree debris and initial power outages, due to the straight-line winds that impacted the community.

EMERGENCY MANAGEMENT ACTION AND SUGGESTIONS:

Based on subsequent discussions that have occurred since the July 19 – July 21 storms, I believe it is important that ICS and NIMS training be provided for Management level employees that have not taken the training. To ensure that an understanding exists for the levels and threshold that constitute the activation of the EOC and proclamation of an Emergency Declaration, I suggest this training be completed within 6 months. It is also my suggestion that another Tabletop Exercise be conducted, stressing Communication and Response Time Expectations for weather events impacting the community.

Emergency Management is researching the option to enter an MOU/MOA with a refrigerated trucking company for the use of space during a long-term power outage. Emergency Management continues to review Project Transam's website to obtain additional portable generators for use by departments within the organization that will benefit from the availability of the generators. Emergency Management provided a survey at the Elder Expo seeking information and input from the Elders about how they were impacted by the storms. Emergency Management will continue to work with Communications to develop prescript messaging that can be disseminated as needed for severe weather events. Emergency Management will work with all departments to update the current Communications Plan SOP.

Emergency Management is working with the Red Cross to provide Volunteer opportunities to community members. The intent of obtaining volunteers is to establish a group of individuals that are interested in receiving training to learn how to set up and run a shelter. This group would be instrumental in assisting with the establishment of a shelter should the need ever arise in our community to set up a shelter. Emergency Management is also looking to identify community members who would be willing to assist in checking on Elders and those

with Functional Needs during an emergency or disaster that impacts the Oneida Community. Emergency Management continues review and is in the process of obtaining additional Shelter Agreements with several buildings located across the reservation.

I have spoken to several of the Divisions Directors and all agree that the ONEPC (Oneida Nation Emergency Planning Committee) should resume regular meetings. It has been several years since the committee met, I believe it is of the utmost importance to bring this group back together. The ONEPC will be able to address the impacts listed in the reports provided by the Divisions, conduct a gap analysis, and work together to find ways to address any gaps identified. I have spoken to Steve Webster, he has agreed to be the Community Member at Large for the committee. I do believe that his placement on the ONEPC as the Community Member at Large requires an OBC appointment. It is my belief that the re-establishment of the ONEPC will provide all areas of the organization the opportunity to provide comprehensive coordinated efforts in mitigation, preparedness, response and recovery to the Oneida Community.

----- End of Report -----

Kaylynn Gresham
Director Emergency Management
Oneida Nation



DATE: AUGUST 27, 2019
TO: ONEIDA BUSINESS COMMITTEE
FROM: LOUISE CORNELIUS, GAMING GENERAL MANAGER
RE: ONEIDA CASINO: JULY 19 AND 20, 2019, STORM AND POWER OUTAGE
IMPACT REPORT

Gaming is respectfully submitting this Storm and Power Outage Impact report as requested by the Business Committee on Monday, August 19, 2019 and based on their action taken on Wednesday, August 14, 2019.

This report is being submitted to Danelle Wilson dwilson1@oneidanation.org on or before the required deadline date of by Friday, August 30, 2019 in order to compile one report that will be submitted to the September 11 agenda.

On July 19 and 20, 2019, the Green Bay and Oneida areas experienced severe thunderstorms. The severe weather occurred during the evening hours on July 19, 2019 and again in our area during the late morning and early afternoon hours on July 20, 2019. Local news stations reported that the storms caused widespread tree and power line damage impacting homes and businesses.

The Oneida Casino patrons and employees were impacted due to the severe weather on July 19, 2019. During the tornado warning for Outagamie county, those at the Oneida Travel Center went to the designated safe area from approximately 9:30 p.m. with the all clear provided at 9:50 p.m.

On July 20, 2019, at approximately 11:26 a.m., a Code Grey was issued at all Oneida Casino gaming locations. Security at each location directed employees and patrons to the designated tornado shelter areas. Gaming followed the procedures established for severe weather warnings as well as taking care of customers whose play was interrupted. An all clear was provided at 12:10 p.m.

No property damage reports were warranted for any of our gaming locations. However, on July 20, 2019, at approximately 11:45 a.m. the Oneida Travel Center experienced a power outage and the alarm paneled was activated and read "No Power No Water." One of the backup generators stopped working. At approximately 12:50 p.m. Casino Shift Manager, Tina Summers, made the decision to close the Oneida Travel Center. Gaming, Retail and Restaurant employees and patrons were informed of the closure. At approximately 8:07 p.m. all power and running water began to work again and at approximately 9:50 p.m. the doors at the Oneida Travel Center opened to the public.

Security's report is attached which also contains the July 20, 2019, head counts at 11:00 a.m. and 12:00 p.m. for the IMAC, Main, OMSC, Packerland and Travel Center.

Gaming Assistant CFO, Chad Fuss, has reviewed the financial impact of the above storms and determined that overall it is estimated that Oneida Casino lost \$91,943 in Gross Win from the severe storm. Comparison was done based on prior two weeks and week after the storms creating an average for Friday and Saturday.

Outlook communication was as follows:

On July 20, 2019, at 3:32 p.m. Tina Summers, Casino Shift Manager, sent an email communication to Gaming Directors, Managers, Supervisors, Oneida Gaming Commission of the Code Gray as follows:

Today at 11:25a.m. the National Weather Service issued a Tornado Warning. All Customers were escorted to the Safe Zones. At 12:05 p.m. the Tornado Warning expired, and customers were able to enter the Gaming floor.

12:14 p.m. the Oneida Travel Center security notified me that there was no electricity. At 12:27 p.m. notified that Travel Center also had no water. At 12:45 p.m. a decision was made by myself and Security to close the facility as there was no electric or water for our customers and employees. Tried to contact Wisconsin Public Service to get an estimated time of restore, but could not get through. At this time there isn't a set time of reopen.

On Sunday, July 21, 2019, at 12:24 a.m. Linda Powless, Casino Shift Manager, sent an email to Gaming Directors, Managers, Supervisors, Oneida Gaming Commission of the Code Gray as follows:

Oneida Travel Center power came back up at approximately 8:15 p.m. this evening. The cage, slots and slot techs were available to reopen the casino. The slot techs reported approximately 30 machines needed to be rebooted and they began the process and the doors opened at 10:00 p.m.

Additional impacts were, as notified by Communications on Monday, July 22, 2019, at 12:55 p.m. that there was no power for Employee Services:

- Time and Attendance has had to relocate as there is no power at the Employee Services Building – 1940 W Mason Street. Time and Attendance has currently relocated to the Oneida Health Center for the next two days. There is only one phone available and its extension 6896. The best way to get a hold of a Specialist is to use outlook. They are all set up to receive emails.

If you have any questions, please let us know. Thank you.

Oneida Tribe

To: Chad Fuss, Gaming Assistant CFO
From: Paul Hockers, Financial Analyst
cc:
Date: August 26, 2019
Re: Profit Analysis Severe Storm July 19 and 20, 2019

Attached is a breakdown of the Profit Analysis of the Severe Storm that occurred on July 19 and 20, 2019 and the impact it had on Oneida Casino. Overall it is estimated that Oneida Casino lost \$91,943 in Gross Win from the severe storm. The following is a breakdown of the Profit Center and how the impact of the storms affected the revenues. Comparison was done based on prior two weeks and week after the storms creating an average for Friday and Saturday. Let me know if you have any questions.

Slot Department - Overall Loss was (\$102,746)

Table Games – Overall Loss was (\$1,520)

Poker – Overall Gain was realized of \$2,285

Bingo – Overall Gain was realized of \$9,877

OTB – Overall Loss was (\$37)

The Lodge – Overall Gain was realized of \$198

Total Overall Loss was (\$91,943) for July 19 and 20, 2019

IGAC

To: Tehassi Hill, Chairman

From: Melinda Danforth, Intergovernmental Affairs & Communications Director

Date: September 6, 2019

Re: July 19-20, 2019 Storm and Power Outage Impact Report

Intergovernmental Affairs and Communications were impacted by the storms in following ways:

- Loss of internet for about 8 hours
- Cell phone signal was weak
- Phone calls not coming through
- Power outage

Danelle A. Wilson

To: Justin Fox
Subject: RE: BC Follow up request - Impact Reports from July 19-20 storm

While we do think we had a strong surge come through the property, especially the Practice Tee area, we did not realize any major damage. There were some trees that came down in result of the storm surge with 5 of them being in the practice tee vicinity. It took us approximately 4 days and \$1,800 in labor to clean up the down trees when its all said and done. Otherwise there was no damage to the building or any other part of the property.

Please let me know if you need any more information.

Thank you

Justin Fox, PGA
General Manager
Thornberry Creek at Oneida
(O) 920.434.7501 x 117
(F) 920.434.8845
(E) jfox@golfthornberry.com
4470 N Pine Tree Road
Oneida, WI 54155
www.golfthornberry.com
www.thornberrycreeklpgaclassic.com



Oneida Nation



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

Oneida Retail Enterprise July 2019 Storm Damage



Michele Doxtator
8-28-2019



PO Box 365 Oneida WI 54155

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

The Oneida Business has directed that a power outage impact report from July 19 – 20, 2019 to be submitted for the September 11, 2019 Business Committee agenda.

Total losses due to the power outages are estimated at \$51,580. The breakdown by location is as follows. The losses were calculated by comparing the average sales from the previous year. The product that needed to be disposed of came from the stores shrink files. The repair at E&EE came from a US Petroleum invoice.

When reviewing the information, it appears that there was an influx in customers at 54, however the numbers of customers who normally would visit E&EE did not move to 54.

TRAVEL CENTER

On Friday July 19th, at approximately 9:30 PM, severe storms were near the Oneida Casino Travel Center. The Internal Security Officers directed all customers and employees in the building to the designated area. The store was closed for 20 minutes. There was no loss of power and the store re-opened, however the fuel system went down until Sunday

On Saturday July 20th, at approximately 11:40 AM a severe storm moved through the area and the Internal Security Officers directed all customers and employees in the building to the designated area. When the storm moved through the building lost power at 11:45 AM. One of the back-up generators also failed. The building closed.

Four Associates were scheduled to work on July 20th, two were sent home early and the other two were notified that the store was closed.

At 9:50 power was restored to the building and the Casino re-opened.

The store portion of the building re-opened on Sunday July 21st at 5:00 AM as usual.

There was \$3,929 in product (\$2,742 cost) that needed to be disposed from the cooler and freezers because of the power outage.

Lost sales during the power outages are estimated at \$4,854 in merchandise and \$4,065 in fuel sales.

ONEIDA ONE STOP E&EE

On Friday July 19th, at approximately 9:30 PM severe storms moved through the area the store closed early. One Saturday July 20th Oneida One Stop E&EE did lose power and the power was not restored until Monday July 22nd at 3:00 PM.



PO Box 365 Oneida WI 54155

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

On Saturday July 20th, two employees were sent home early, and the two (2) night people were notified that the store was closed due to a power outage. On Sunday, July 21st two (2) of the employees worked at 54, and one of the employees used personal time to cover the lost hours. On Monday, three (3) of the employees worked at other locations, and the night crew worked at E&EE.

There was \$3,273 in product (\$2,851 cost) that needed to be disposed from the cooler and freezers because of the power outage.

Lost sales during the power outages are estimated as follows

	Merchandise	Fuel
Saturday	\$8,976	\$4,768
Sunday	\$7,968	\$3,376
Monday	\$5,236	\$2,768
Total	\$22,180	\$10,912

Us Petroleum was dispatched to the store to bring the pumps and POS system back online once power was restored at a cost of \$337.

WESTWIND

I have Westwind lost power on Friday the 19th for about one hour from 10:00 PM to 11:00 PM and again on Saturday the 20th for about an hour and half from 12:00 PM until 1:30 PM

The employees stayed on site during the power outages.

There was \$357 in product (\$262 cost) that needed to be disposed from the cooler and freezers because of the power outage. The ice cream and pizzas are in small floor model freezers that do not hold temperature very well without power.

Lost sales during the power outages are estimated at \$1,250 in merchandise and \$423 in fuel sales.

The storms in July came through while I was on vacation and out of the area, the information was gathered by Oneida Retail Enterprise staff with assistance from Internal Security.

Should you need any additional information please contact me at 920.496.7301 or at mdoxat3@oneidanation.org

Oneida Business Committee Agenda Request

Accept the storm and power outage impact reports from the Direct Reports to the General Manager

1. Meeting Date Requested: 9 / 11 / 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:

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

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

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

Purpose: To follow-up with the below Action of the OBC.

Background/History:

The OBC took the below action on Wednesday, August 14, 2019.

C. Approve two (2) actions regarding storm and power outage impact reports
(00:35:46)

Sponsor: Jennifer Webster, Councilwoman

Motion by Brandon Stevens to direct the General Manager to submit storm and power outage impact reports regarding July 19-20, 2019, from the Divisions by September 3, 2019 and direct the Direct Reports to Business Committee to submit storm and power outage impact reports regarding July 19-20, 2019, by September 3, 2019, to be placed on the September 11, 2019, regular Business Committee meeting.

Please accept as informaiton

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

Storm and Power Outage Impact Report

Oneida Nation General Manager

9-11-19

In the future it will be important for all of our areas to work with Emergency Management to determine if it would be beneficial to set up a full or partial command center for the community and to put out regular communication bulletins on the website, facebook or other social media. Considerations will need to be given for heating/cooling stations, charging stations, meal sites if applicable and alternative housing arrangements. Mock drills and various scenarios will need to be thought through so that proper vendors/partners can be engaged and alternative solutions can be thought through. It is reassuring that Utilities was well equipped and able to keep our system up and running through proactive electrical and generator back-up systems.

Governmental Services Division

Economic Support

There was a small increase of requests for services resulting from the recent power outage. The State Food Share program had an increase for supplement requests for reported food loss. The State extended the deadline for requests to 8/19/2019. A formal report cannot be requested until after 9/06/2019. There were approximately 20 households that requested food share supplements.

There were no additional requests for program services because of the power outage. Customers did however call regarding, leaking roofs and flooded basements. However, our programs do not offer direct assistance for these types of requests.

Elder Services

There wasn't much of an impact within Elder Services. However, there were five (5) calls over that weekend because of sump pumps and Plumbing was not able to do anything because there was no power. Water, however, was delivered to elders in need. Home Chore workers started delivering water on Monday morning after the storm. There were six (6) elders who needed the water. This was the only impact outside of existing services.

Food Distribution

No noted impact.

Community & Economic Development Division

After conferring with our staff, the storm had zero effect on our division. No construction site issues, no extra inspection, no calls, no concerns.

Comprehensive Housing Division

The July 19th – 20th, 2019 storm had a major impact on the residents of the Redstone Elderly Complex located on County Road EE. Although some residents were able to stay with family others remained at the elder complex. Of these residents one required a cpap machine that did not have a backup battery. The tenants were periodically checked on by various CHD staff in case an emergency would arise. Much to our dismay the Nation was not equipped to handle this situation and unfortunately neither was the Red Cross. Due to events in the area hotels were booked for as far away as Shawano. After one night without power, CHD was able to find rooms at Hotel J in Green Bay. There was a total cost for one night’s stay of \$474.00 for 5 rooms. In addition, there was a tree that had come down in the storm, no one was harmed. The cost of the tree removal was \$231.00. The total financial impact of the storm by CHD to include labor would be about \$1,000.00.

Division of Public Works

Administration: Shortly after the storm, on July 20th the Division Director reported to DPW and made phone contact with Emergency Management, OPD, Groundskeeping, Utilities, and Conservation to determine if any emergency response was needed from DPW. OPD reported one tree/tree limb that was down on County E and was being removed by Hobart. Utilities was handling the power outages at the various pumphouses and lift stations with their own personnel.

Automotive: No Impact
Custodial: No Impact
Facilities: No Impact
Plumbing: No Impact

Groundskeeping: Groundskeeping did not receive any calls related to the storm of July 19th-20th. On July 22nd, Groundskeeping staff went to all sites/roads to assess storm damage. Tree related damage was reported to Tribal Forester and Conservation Department. Groundskeeping staff assisted during the work week in cutting and removing damaged tree branches and hauling some debris to Conservation with tipper truck.

Utilities: Utilities had lost power at 3 pumphouses and 2 lift stations over the course of the storm. Several of these sites have had electrical upgrades and permanent generators installed over the past several years and continued to be fully operational. For the other smaller sites, portable generators were used to keep them operational. The Utilities Manager and 3 staff worked throughout the weekend to ensure that customers’ service was not disrupted.

Internal Services Division

ISD Administration	No impact
--------------------	-----------

Grants	No impact
Employee Advocacy	No impact
MIS	No outages were reported. Any outages were beyond our control, i.e. WPS, WeEnergies, powerlines, and poles were down, which effected 1940 Mason St. and Larson Road.
Veterans	No impact
Cannery	No impact
Oneida Big Bear Media	No impact
Oneida Pantry	<p>As an emergency food service to the nation we must always be ready in case of circumstances or emergencies that affect our community members. The storms from the weekend of July 19th and July 20th, 2019 effected many power outages in the community. These power outages caused many families to lose the food they had in the refrigerator and Freezer. The Nations leadership asked us to open on that following Monday July 21st, 2019 to serve unforeseen circumstances caused by the storms. There were only a few operational changes we had to make. Number one concern was do we have enough fresh produce to handle a Monday rush. Our Monday's are usually setting up for distribution on Tuesday. We received a large amount of donations to secure enough food to serve the community on Monday, but we only seen 7 families. Tuesday 7/23 we served 38 families, Wednesday 7/24 we served 15 families, and Thursday 7/25 we served 29 families. Many of these families had never visited the pantry before this event. The Following Tuesday 7/30/19 we had extremely high amount of families then normal and we served 53 families. It was much busier than it usually is, and we didn't turn anybody away because it wasn't normal distribution hours. We also made sure someone was always at the pantry in case families unfamiliar with our hours of distribution were served. The Pantry will stay ready for future emergencies if our assistance is needed.</p> <p>Our ability to serve the people a nutritious package of food to feed their families in this time of crisis has a profound effect on their wellbeing, one less thing to stress about how they can feed their families in the short term. I'm sure many families had other things to deal with. It gave them the ability to not go hungry and help other family members out with water, storm damage, or even some of the food they had received. It helps the community feel more at ease that in these situations we are here to help them get through tough times</p>

Environmental Health, Safety & Land Division

Tribal Forester Impact Report:

- Forester spent about three weeks working on storm damage assessments for elders and tribal buildings/property. Estimated cost: \$4,137.60. Work requests were created due to the storm damage.
- \$2,173.75 was spent on contracted tree services for storm damage removal for elders.
- Forester is still working on pulling together the info for the Urban Forestry Catastrophic Storm Grant Program application. GIS is creating a map of the all the storm damaged locations that we responded to.

Forestry & Trails Impact Report:

- Team has completed forty-two (42) work order requests for damaged/hazardous trees.
- This workload totaled eighty-nine and a quarter (89.25) hours for the Crew of four (4) Natural Resource Techs. Estimated Costs: \$11,973.78.
- There are still twenty-three (23) work orders remaining, to be completed as efficiently and safe as possible.

Tsyunhehkwa Farm Impact Report:

- Tsyunhehkwa experienced the loss of three (3) Short-horn Calves due to lightning strikes during the storm on Saturday 7/20/19. One was lost initially on Saturday with the other two later due to their injuries sustained from the strikes. This was verified by Valley Veterinarian Service.
- Replacement costs for the calves will be \$4,800. Tsyunhehkwa is working with Risk Management for recouping some of these costs.
- Valley Veterinarian Service's charge for the autopsy and report was \$205.

Conclusion:

It will be a few weeks before we will fully realize the full costs associated with this storm damage impacts because we are still addressing the remaining uncompleted work requests due to the storm. So far, the Total Costs for EHS&LD.

- Tribal Forester Impact Cost = \$6,311.35
- Forestry & Trails Impact Cost = \$ 11,973.78
- Tsyunhehkwa Farm Impact Cost = \$ 5,005
- Total Costs = \$ 23,290.13

Comprehensive Health Division

No report received

Approve the travel report - Vice-Chairman Brandon Stevens - Haskell Indian Nations University...

Business Committee Agenda Request

1. Meeting Date Requested: 09/11/19

2. General Information:

Session: ☒ Open

☐ Executive – must qualify under §107.4-1.

Justification: *Choose reason for Executive.*

3. Supporting Documents:

☐ Contract Document(s)

☐ Legal Review

☐ Resolution

☐ Correspondence

☐ Minutes

☐ Statement of Effect

☐ Fiscal Impact Statement

☒ Report

☐ Travel Documents

☐ Other: *Describe*

4. Budget Information:

☐ Budgeted

☐ Budgeted – Grant Funded

☐ Unbudgeted

☐ Not Applicable

☒ Other: Reimbursed

5. Submission:

Authorized Sponsor: Brandon Stevens, Vice-Chairman

Primary Requestor: _____

Additional Requestor: (Name, Title/Entity)

Additional Requestor: (Name, Title/Entity)

Submitted By: LLIGGINS

BUSINESS COMMITTEE TRAVEL REPORT



Travel Report for: Brandon Stevens
 Enter name(s) of other Travelers OR [SPACE BAR] to delete

Travel Event: Haskell Indian Nations University - Presidential Interviews

Travel Location: Lawrence, KS

Departure Date: 05/28/2019 **Return Date:** 05/30/2019

Projected Cost: \$230.78 **Actual Cost:** \$230.78

Date Travel was Approved by OBC: 08/17/2017

Narrative/Background:

Vice-Chairman Stevens serves as the Midwest Regent as well as the President of Haskell Indian Nations University Board of Regents (BOR). Brandon was requested to be a part of the interviewing team for the new President of the University. An Epoll was requested due to the date of receipt of email invitation from the Board of regents, it was after the deadline for the 5/22 regular BC meeting agenda item.

Travel expenses paid for by the BOR include Hotel, Airfare and Per Diem. The cost estimate of \$270 for a rental car and funds are available in the Vice-Chairmans budget.

Item(s) Requiring Attention:

N/A

Requested Action:

Approve the travel report for Vice-Chairman Stevens for the Presidential Interviews that took place at Haskell Indian Nations University in Lawrence, KS May 28-30th, 2019.

From: [Prue, Stephen](#)
To: [Brandon L. Yellowbird-Stevens](#)
Cc: [Deer, Amy](#); [Haley Buzzard Hamilton \(hbuzzard@tauw.org\)](#); [David Lee](#)
Subject: Flights for Presidential Interviews
Date: Thursday, May 16, 2019 11:31:13 AM
Importance: High

Brandon,

Mr. Monteith asked me to check on who will be attending the Presidential Interviews from the Board. Amy and I will prepare the travel and lodging. The tentative travel and interview schedule is as follows:

May 28, 2019: Travel Lawrence

May 29, 2019:

- 9:00 am Candidate #1 campus tour, followed by candidate presentation to campus in auditorium.
- 12:00 pm Candidate #1 has lunch with students in Curtis Hall
- 1:30 pm Candidate #1 interviewed by Board and selection committee in Stidham Union President's Room.
- Candidate #1 leaves campus after interview.

- 1:00 pm Candidate #2 campus tour, followed by candidate presentation to campus in auditorium.
- 2:30 pm Candidate #2 interviewed by Board and selection committee in Stidham Union President's Room.
- Candidate #2 has dinner with students in Curtis Hall.
- Candidate #2 leaves campus after interview.
-

May 30, 2019:

- 9:00 am Candidate #3 campus tour, followed by candidate presentation to campus in auditorium.
- 12:00 pm Candidate #3 has lunch with students in Curtis Hall
- 1:30 pm Candidate #3 interviewed by Board and selection committee in Stidham Union President's Room.
- Candidate #3 leaves campus after interview.

Mr. Stevens Travels home on Thursday May 30th in the afternoon. Other members of the board TBD.

Stephen C. Prue
Haskell Indian Nations University
Executive Assistant to the President
Office: (785) 832-6644

stephen.prue@bie.edu

www.haskell.edu

*Our Mission at **Haskell Indian Nations University** is to build the leadership capacity of our students by serving as the leading institution of academic excellence, cultural and intellectual prominence, and holistic education that addresses the needs of Indigenous communities.*

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Approve the travel report - Councilman Daniel Guzman King - 2019 Tribal Lands & Environmental Forum
Oneida Business Committee Agenda Request

1. Meeting Date Requested: 09 / 11 / 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:

Motion to approve Councilman Guzman-King's travel report to the 2019 Tribal Lands & Environmental Forum in Palm Springs, CA August 19-22, 2019.

3. Supporting Materials

☒ Report ☐ Resolution ☐ Contract

☐ Other:

1.

3.

2.

4.

☐ Business Committee signature required

4. Budget Information

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

5. Submission

Authorized Sponsor / Liaison:

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

Additional Requestor:
Name, Title / Dept.

Additional Requestor:
Name, Title / Dept.

BUSINESS COMMITTEE TRAVEL REPORT


Travel Report for:

Daniel Guzman King
Enter name(s) of other
Travelers OR [SPACE BAR] to
delete

Enter name(s) of other
Travelers OR [SPACE BAR] to
delete

Enter name(s) of other
Travelers OR [SPACE BAR] to
delete

Travel Event:

2019 Tribals Land & Environmental Forum

Travel Location:

Palm Springs, CA

Departure Date:

08/18/2019

Return Date:

08/23/2019

Projected Cost:

\$1868.00

Actual Cost:

\$1081.05
(grant funded)

Date Travel was Approved by OBC:

07/10/2019

Narrative/Background:

The 2019 Tribal Lands Forum is a joint effort between the Institute for Tribal Environmental Professionals (ITEP), the Tribal Waste and Response Steering Committee (TWAR) and US EPA's Office of Land and Emergency Management (OLEM). The agencies come together with community organizations, tribal leadership, and other interested parties to meet, share knowledge and learn from each other on how to improve management and protect tribal lands and human health. Other Oneida Nation staff present were Michael Arce and Victoria Flowers of the Environmental Department and who are also on the TWAR Steering Committee.

The areas of interested that I participated in are as follows:

1. Clean Water Act Assessment Training - This session was about water quality standards, hwo they are used to assess against monitored data, and how to report water quality results. There were presentations and exercises for us to demonstrate concepts.
2. Strengthening Tribal Self-Determination and Self Governance - This session was instructed by North Dakota Professor, Jim Grijalva. The policy and GAP continue to guide EPA in its work with tribes and help EPA fulfill its mission that promotes tribal self-government. This was a history learning session of the

1984 Indian Policy and the 1992 GAP Statute and continuing tribal sovereignty today including sustainable infrastructure and technical capacity.

3. Lead Awareness in Indian Country: Keeping Our Children Healthy - The session was about showing products that may be found in places in Indian Country and may be unknowingly be using products containing lead. Educators and others concerned can take action to prevent from happening.
4. Developing Tribal Water Quality Standards as a First and Critical Step Toward Tribal Environmental Self-Determination - This was another session with Professor Grivalva, learning that in 1987, Congress authorized EPA to treat Indian tribes as states for implementing the federal Clean Water Act (CWA). Currently, there are less than 50 tribes that have developed water quality standards (WQS). EPA has proposed twice to fill the gap, but was stalled. This was an important session for us to look at our current situation back home and how can we move forward on protecting tribal waters. Professor Grivalva was well aware of Oneida's issues with our neighboring municipality. I did a follow-up call once returned from the trip with him, Pat Pelky, Ernest Stevens III and Jim Snitgen on how we can move forward as a nation re: tribal water quality standards and self-determination.
5. EPA Tribal Listening Session: Updates on Office of Water Regulatory Efforts - The EPA and the Dept of the Army are following a two-step rulemaking process to develop a revised definition of "waters of the U.S."
 - I. To repeal the 2015 Rule and recodify the previous regulatory definition.
 - II. To propose a revised definition. Separate action to propose revision to the CWA section 401 regulations. This would provide opportunity for states and authorized tribes to address water quality impacts of federally-issued licenses and permits.
 - III. EPA plans to update the CWA section 404(g) regulations.
6. Applying for Treatment in a Similar Manner as States (TAS) and Implementing a Tribal 303(d) Program and Addressing EPA's Proposed Rule Under CWA Section 401 - This was an update that EPA published a final rule for tribes to apply for EPA for authorization to list impaired waters. Shared information on applying for Treatment in a similar manner as States and implementing a CWA section 303(d) program.
7. Land, Water & Air: Tribal Resilience Planning in the Face of Climate Change - There was an overview presented on climate change adaptation and how it has assisted tribes in planning for current and future climate impacts. This also included emergency management plan to be available.
8. Engaging Communities on Water Through Arts and Culture - The EPA Clean Water Act 319 nonpoint source pollution program provides projects and

activities for communities. Water of Life collaborative outreach project is to improve sustainable water access to safe water. Use contemporary artwork, as murals, theater to reflect traditional ties to water. Art activities serve as a catalyst to engage community members in water education, conservation and planning.

9. Surviving the Perfect Storm and PBPN Wetlands: Restoration Easement Contract – Update given on Northeast Nebraska flooding from March 2019. Update given on 30 year contract between Prairie Band Potawatomi Nation and NRCS. This contract will restore the functions and value existing wetlands, enhance wetland wildlife habitat and improve water quality for area.
10. Watershed Planning and Implementation: Using the Watershed Approach in Your Non-Profit Nonpoint Source Program – This session gave an overview on using the watershed approach and watershed planning to grow the nonpoint source program. Discussion addressed harmful algal bloom, watershed protection plan, watershed planning with partners, and watershed planning in urban areas.

Item(s) Requiring Attention:

-Continue working on #4 Developing Tribal Water Quality Standards as a First and Critical Step Toward Tribal Environmental Self-Determination as the Quality of Life Committee has a team designated to work on this initiative to continue to move forward.

-Same team will look into moving forward with #6 Applying for Treatment in a Similar Manner as States when it comes to our waters and regulations.

Requested Action:

Motion to approve Councilman Guzman-King's travel report to the 2019 Tribal Lands & Environmental Forum in Palm Springs, CA August 19-22, 2019.



Agenda ~ At a Glance

Monday, August 19: Training Sessions and Field Trips

Monday Lunch: 12:00 pm to 1:00 pm	Dates Restaurant in the Renaissance Hotel is offering a special "per diem" lunch special for TLEF attendees on Monday only!
Santa Rosa	8:00 am to 5:00 pm: Indigenous Planning & Mapping: Community Engagement Tools And Strategies For The Brownfields Redevelopment Process
Smoketree D/E	8:00 am to 3:00 pm: UST Training and Site Visit
Smoketree F	1:00 pm to 5:00 pm: Incorporating Climate Change Impacts and Adaptation Considerations and Natural Resource Damage Assessment and Restoration at Superfund Sites
San Jacinto	8:00 am to 12:00 pm: Wetland Program Training Overview for United South and Eastern Tribal Nations
San Jacinto	1:00 pm to 5:00 pm: Establishing and Enhancing a 128(a) Tribal Response Brownfield Program
• Mojave Learning Center	1:00 pm to 5:00 pm: Strengthening Tribal Self-Determination and Self-Governance
✓ Pueblo A/B	8:00 am to 5:00 pm: Clean Water Act Assessment Training
Chino A/B	8:00 am to 5:00 pm: Environmental Health and Land Reuse Training (This training continues through Tuesday morning)
Field Trips: Meet hosts in the Renaissance Hotel Lobby at least 15 minutes before your trip	7:30 am to 5:00 pm: Transfer Stations at Pala Band of Mission Indians & La Band of Luiseno Indians 7:30 am to 4:30 pm: Salton Sea Tour 8:00 am to 5:00 pm: Sustainability and Waste Management Projects at Pechanga Band of Luiseno Indians

Tuesday Morning, August 20: Training Sessions and Field Trips

Santa Rosa	8:00 am to 12:00 pm: Developing Tribal-EPA ETEPs for Environmental Protection
Smoketree D/E	8:00 am to 12:00 pm: Lead Awareness in Indian Country: Keeping Our Children Healthy
Smoketree F	8:00 am to 12:00 pm: Successful Redevelopment of Superfund Sites on Tribal Lands: Tools & Support + Roundtable
San Jacinto	9:00 am to 12:00 pm: Data vs. Information: Making the Exchange Network Work for Tribes
Mojave Learning Center	8:00 am to 12:00 pm: Database & Mapping Techniques For Inventorying Sites, Tracking Cleanup & Redevelopment Progress, and Community Engagement (Hands On!)
Pueblo A/B	8:00 am to 12:00 pm: Spill Prevention and Counter Control Measures
Chino A/B	8:00 am to 12:00 pm: Environmental Health and Land Reuse Training (Continued from Monday)
Field Trips: Meet hosts in the Renaissance Hotel Lobby at least 15 minutes before your trip	8:00 am to 12:00 pm: Soboba Band of Luiseno Indians' Walking Tour of Solar Project 8:00 am to 12:00 pm: Agua Caliente Band of Cahuilla Indians' Indian Canyon Visit 8:00 am to 12:00 pm: Morongo Band of Mission Indians' Waste Diversion Programs

Agenda ~ At a Glance



Tuesday Afternoon, August 20: Opening Plenary

1:30 PM-3:00 PM

California Grand
Ballroom

Native ROTC Color Guard
Invocation by John Wheaton, Nez Perce Tribe and TWAR SC Member
Welcoming remarks by Agua Caliente Band of Cahuilla Indians Representative
Ann Marie Chischilly, Executive Director of ITP
Mark Junker, Sac and Fox Nation of Missouri in Kansas and Nebraska and Chair of the TWAR SC
Ken Norton, Hoopa Valley Tribe and Chair of the National Tribal Water Council
Peter Wright, Assistant Administrator of OLEM US EPA

Performance by the Agua Caliente Band's Bird Singers
Remarks by Mike Stoker, Regional Administrator, US EPA Region 9
Video welcome by US Representative Deb Haaland

Tuesday Afternoon, August 20: Breakout Sessions

3:30 PM-5:00 PM Break-Out Sessions

Santa Rosa	Beginning a Curbside and Hub and Spoke Recycle Program AND Collecting and Managing Recycling Data
Smoketree D/E	The ABC's of UST AND What's Wrong with this Picture?
Smoketree F	The Partnership Between Tribes and EPA's Emergency Response Program: Case Studies from Region 9
San Jacinto	Preparing Competitive Grant Proposals: 104(k) Brownfield & Other Funding
Mojave Learning Center	General Outreach Tips & Tricks for Environmental Programs AND DISC: A New EPA Application to Enhance Sustainability and Resilience of Communities
Pueblo A/B	Developing Tribal Water Quality Standards as a First and Critical Step Toward Tribal Environmental Self-Determination
Chino A/B	ATTAINS for Tribal Assessment Reporting AND The National Aquatic Resource Surveys: Assessing the Nation's Water through a National Partnership

Wednesday Morning, August 21: Breakout Sessions

8:30 AM-10:00 AM Break-Out Sessions

Santa Rosa	Raising Environmental Awareness Through Community Outreach
Smoketree D/E	UST Program Updates and Future Directions AND Characteristics of UST Cleanups in Indian Country
Smoketree F	Indigenous Response to Transboundary Smelter Contamination
San Jacinto	Brownfields Inventory Tool (BIT) and EPA ACRES Database AND Overview of Tribal Exchange Network Projects & Tools
Mojave Learning Center	Don't Let the Sun Go Down: Originating, Conceiving and Implementing PV Solar Power Projects on Tribal Lands
Pueblo A/B	EPA Tribal Listening Session: Updates on Office of Water Regulatory Efforts
Chino A/B	PFAS, Toxic Consumer Products, and Tribal Risks and Concerns

SPECIAL WEDNESDAY EVENTS

Presentation & Luncheon: with **Ta'Kaiya Blaney** (see page 24)
Evening Cultural Event: (see page 28)



Agenda ~ At a Glance

Wednesday Morning, August 21: Breakout Sessions

10:30 AM - 12:00 PM: Break-Out Sessions

Santa Rosa	Recycling and the Materials Economy: Making Recycling Work for You
Smoketree D/E	UST Implementation: Successes and Challenges
Smoketree F	Superfund Case Study: Shoshone Bannock Tribes
San Jacinto	Successful Tribal Brownfields Programs
Mojave Learning Center	Learn the Basics: Start Your Pollinator Protection Plan to Protect Tribal Natural Resources
Pueblo A/B	Groundwater Monitoring on the 29 Palms Reservation AND The Southern California Tribal Stream Team: Working Together for Water Quality Assessment
Chino A/B	Applying for Treatment in a Similar Manner as States (TAS) and Implementing a Tribal 303(d) Program AND Addressing EPA's Proposed Rule Under CWA Section 401

Wednesday Afternoon, August 21: Breakout Sessions

1:30 PM-3:00 PM: Break-Out Sessions

Santa Rosa	From Trash to Treasure
Smoketree D/E	Compliance Assistance Officers and Federal Inspector Credentials for USTs in Indian Country AND Gas Stations in Indian Country: Economic Opportunity, Environmental Liability and an Exercise in Sovereignty
Smoketree F	Remediation at the Tar Creek Superfund Site AND Remedies: To Defer Or Not To Defer?
San Jacinto	Roundtable and Listening session with US EPA HQ/ Tribal Brownfields Forum
Mojave Learning Center	Land, Water & Air: Tribal Resilience Planning in the Face of Climate Change
Pueblo A/B	National Tribal Water Council Information Sharing & Listening Session
Chino A/B	Successful Tips and Suggestion for Applying for EPA Competitive Grants AND How You Can Use E-Enterprise To Make Efficiencies In Your Environmental Program

Wednesday Afternoon, August 21: Multi Media Meetup

3:30 PM-5:00 PM: Renaissance Ballroom Foyer

Information tables, demonstrations, and poster presentations will be available for you; see page 27 for more information.

Thursday Morning, August 22: Breakout Sessions

8:30 AM-10:00 AM: Break-Out Sessions

Santa Rosa	Solid Waste Code Writing for Tribal Environmental Professionals
Smoketree D/E	Hits and Misses: Region 7 Experiences with the October Deadline of the 2015 UST Rules
Smoketree F	Tribal Superfund Working Group Discussion on National Issues
San Jacinto	Emergency Management Case Study; 29 Palms Band of Mission Indians
Mojave Learning Center	Using Unmanned Aerial Vehicles (Drones) for Surveying and Inventorying Brownfields and Other Tribal Lands
Pueblo A/B	US EPA's Decentralized Wastewater Program AND Regulatory Challenges of the Navajo Gallup Water Supply Project
Chino A/B	Using CWA 319 Funds for Invasive Species Removal on Your Reservation AND Engaging Communities on Water Through Arts and Culture

Agenda ~ At a Glance



Thursday Morning, August 22: Breakout Sessions

10:30 AM-12:00 PM: Break-Out Sessions

Santa Rosa	Building a Tribal Compost Program From the Ground Up AND Developing a Small-Scale Composting Operation at Elk Valley Casino
Smoketree D/E	Tribal Case Study of a UST Cleanup: Saginaw Chippewa Indian Tribe of Michigan AND Site Characterization and Remedial Design: The Struggle Is Real
Smoketree F	Tribal Superfund Working Group Talking Circle
San Jacinto	The Northern Cheyenne Tribe's Brownfields Program: Addressing Community Challenges AND Coachella Crossroads: A Brownfields Case Study
Mojave Learning Center	Revised GAP Guidance Information Session
Pueblo A/B	Implementation of 3Ts Lead in Tribal Schools Sampling Programs
Chino A/B	"Surviving the Perfect Storm" AND PBPW Wetlands: The 1st Tribal Wetlands Restoration Easement Contract in Kansas and One of Few Nationwide

Thursday Afternoon, August 22: Breakout Sessions

1:30 PM-3:00 PM: Break-Out Sessions

Santa Rosa	Providing Household Hazardous Waste Assistance to New Mexico Pueblos and Tribes AND Solid Waste and Household Hazardous Waste Tracking Methods and Forms
Smoketree D/E	Emerging Issues and Trends in Fueling Systems: Observations and Solutions
Smoketree F	Area Planning for Oil Spills: How To Be Involved AND Leveraging Authorities: Tribal Response to a Train Derailment and Spill
San Jacinto	Leveraging Brownfields to Build Tribal Resilience
Pueblo A/B	Success Stories: How To Highlight Tribal Work Reducing Nonpoint Source Pollution AND A Journey of 1,000 Miles: Fire, Water and Earth on Santa Clara Pueblo
Chino A/B	Watershed Planning and Implementation: Using the Watershed Approach in Your Nonpoint Source Program

Thursday Afternoon, August 22: Closing Plenary

3:30 PM-5:00 PM: California Grand Ballroom

3:30 – 4:00 pm	Final raffle, closing remarks, refreshments
4:00 – 5:00 pm	Special presentation on Big Horn Sheep Conservation by Staff from the Agua Caliente Band of Cahuilla Indians



Oneida Business Committee Travel Request

Retro-approve the travel request - Vice-Chairman Brandon Stevens - Two (2) events

1. OBC Meeting Date Requested: 09 / 11 / 19 ☐ e-poll requested**2. General Information:**Event Name: Frank LaMere Native American Presidential Forum (IA) & Senate Health Committee Hearing (WI)Event Location: Sioux City, IA & Madison, WIAttendee(s): Brandon StevensDeparture Date: Sep 18, 2019Attendee(s): Return Date: Sep 21, 2019Attendee(s): **3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☐ Grant Funded or ReimbursedCost Estimate: \$1,000**4. Justification:**

Describe the justification of this Travel Request:

In consultation with the BC Support Office, an e-poll for prior approval could not be processed; the request for an e-poll did not meet the time lines required by the SOP. Instead, notice was sent to the BC (attached) and retro-approval of this travel request has been submitted for consideration.

Requested Action:

Retro-Approve travel request for two events:

- 1) Frank LaMere Native American Presidential Forum - Sioux City, IA - 9/18-20/2019
- 2) Senate Health Committee hearing - Madison, WI - 9/20-21/2019

5. SubmissionSponsor: Brandon Stevens, Vice-Chairman

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

From: [Brandon L. Yellowbird-Stevens](#)
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: [Melinda J. Danforth](#); [Jo A. House](#); [Lisa A. Liggins](#); [Danelle A. Wilson](#); [Candice E. Skenandore](#); [Tana D. Aguirre](#); [Laura E. Laitinen-Warren](#); [Debbie Thundercloud \(DThundercloud@indiangaming.org\)](#); [Rhannon R. Metoxen \(rmetoxe2@oneidanation.org\)](#)
Subject: FYI: Vice-Chairman - Travel 8.18-21.2019
Date: Friday, August 16, 2019 4:10:00 PM
Attachments: [FLM Presidential forum info August 2019.pdf](#)
[19-08-21_PH_SSC_Health_and_Huma.pdf](#)

Good Afternoon,

This email is to provide you notice and information regarding a short-notice travel that I will be taking in the next few days. I will be traveling to Sioux City, IA, on Sunday, August 18, 2019, and returning the evening of Wednesday, August 21, 2019. This travel will include two separate events:

1. August 19th & 20th – Frank LaMere Native American Presidential Forum 2019 –
Sioux City, IA
2. August 21st – Testifying on behalf of Oneida at the Senate Health Committee hearing on dental therapy – Madison, WI

Please note: In consultation with the BC Support Office, it's been determined that an e-poll for *prior approval* cannot be processed due to the time constraints; instead, *retro-approval* of this travel request will be sent to the August 28, 2019, regular BC meeting agenda for consideration. My corporate credit card will be used for the expenses as allowed for in the Business Committee Corporate Credit Card SOP.

Thank you for your time and attention. If you have questions, please let my office know.

Yaw^ko,

Brandon L. Yellowbird-Stevens
Vice-Chairman, Oneida Nation
Work (920) 869-4378
Cell (920) 619-3177
bstevens@oneidanation.org



Frank LaMere

NATIVE AMERICAN PRESIDENTIAL FORUM 2019

August 19 & 20 • Sioux City, Iowa

The Frank LaMere Presidential Forum is named in honor of well-known Native American rights activist, Frank LaMere, and will be the first-ever presidential election forum focused entirely on the concerns of Native Americans. Over the course of two days, each presidential candidate will be responding to questions from panels of elected tribal officials, tribal members and Native American youth. Come hear Presidential candidates Sen. Elizabeth Warren, Sen. Bernie Sanders, Author Marianne Williamson, Mayor Bill de Blasio, Gov. Steve Bullock, Navajo Nation's Mark Charles, Sen. John Delaney, Sen. Amy Klobuchar, and Sec. Julian Castro answer important questions about issues facing 7 million Native American voters and their families all across the country.

The Native American vote, though small, is concentrated in states where they could make a difference on Election Day. As described by Joshua Adams in the Washington Post (2019), "In the 2016 election, Trump won Michigan, a state with more than 100,000 Native American people of voting age, by around 11,000 votes. Arizona, a state Democrats want to capture in 2020, has a voting-age population that is approximately five percent Native American. In 2018, 1.5 percent of eligible voters in Wisconsin were either American Indian or Alaska Native; in 2016, Trump won the state by a single percentage point. North Carolina, a state Barack Obama won in 2008 but which he and Hillary Clinton lost in 2012 and 2016, respectively, is home to the Lumbee Tribe, the largest tribe east of the Mississippi River."



Four Directions

www.FourDirectionsVote.com
Facebook.com/FourDirections



Native Organizers Alliance

www.NativeOrganizing.org
[Facebook.com/NativeOrganizers Alliance](https://Facebook.com/NativeOrganizersAlliance)

Frank LaMere Presidential Forum
Travel Information Sheet

Location: **The Sioux City Orpheum**

528 Pierce St.

Sioux City, IA 51101

Date & Time: **Day 1 Mon., Aug. 19, 2019** 8:00am – 6:00pm CDT

Day 2 Tues., Aug. 20, 2019 9:30am – 6:00pm CDT

Tickets: **\$3 per day** – Purchase online at www.Eventbrite.com
OR Pay-in-person by emailing Katrina.fuller@sicangucorp.com
Seating is limited; Purchase/Reserve your tickets ASAP!

Hotel Block: Support local tribal business by staying at the Winnavegas Casino Resort, owned by the Winnebago Tribe of Nebraska.

Winnavegas Casino Resort

1500 330th Street, Sloan IA 51055

(712) 428-9466

Book rooms under: Frank LaMere Presidential Forum

Double Queen & Single King Rooms at **\$62.28** per night + tax.

Airports:

Name	City	Airport Code	Distance
Sioux City Gateway Airport	Sioux City, IA	SUX	7 mi
Sioux Falls Regional Airport	Sioux Falls, SD	FSD	77 mi
Omaha Eppley Airport	Omaha, NE	OMA	87 mi
Fort Dodge Regional Airport	Fort Dodge, IA	FOD	112 mi
Lincoln Airport	Lincoln, NE	LNK	115 mi



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www.NativeOrganizing.org

[Facebook.com/NativeOrganizers Alliance](https://Facebook.com/NativeOrganizersAlliance)

Frank LaMere Presidential Forum
Travel Information Sheet

Other Hotels:

Name	Distance
Stoney Creek Hotel & Conference Center Sioux City 300 3rd Street, Sioux City, IA, 51101	0.3 mi
Holiday Inn Sioux City 701 Gordon Dr, Sioux City, IA, 51101	0.5 mi
Hilton Garden Inn Sioux City Riverfront 1132 Larsen Park Rd, Sioux City, IA, 51103	0.7 mi
Delta Hotels by Marriott South Sioux City 385 East 4th Street, South Sioux City, NE, 68776	0.7 mi
Super 8 by Wyndham Sioux City/Morningside Area 4307 Stone Ave, Sioux City, IA, 51106	2.9 mi
Super 8 by Wyndham Sioux City South 2530 Singing Hills Blvd, Sioux City, IA, 51111	4.6 mi
Days Inn by Wyndham Sioux City 3000 Singing Hills Blvd, Sioux City, IA, 51106	4.6 mi
Country Inn & Suites by Radisson, Dakota Dunes, SD 151 Tower Rd, North Sioux City, SD, 57049	4.7 mi
AmericInn by Wyndham Sioux City 4230 S Lewis Blvd, Sioux City, IA, 51106	4.7 mi
Holiday Inn Express & Suites Sioux City - Southern Hills 4723 Southern Hills Dr, Sioux City, IA	4.8 mi

If you need assistance please contact a person below:

For Travel Questions or To Reserve Tickets	Katrina Fuller 605-319-6544 Katrina.Fuller@sicangucorp.com
For Media Inquiries	Madonna Sitting Bear 605-828-2532 MSittingBear@gmail.com
For General Questions & Inquiries	Matt Samp 402-321-3510 Matt@fourdirectionsvote.com



Four Directions
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Facebook.com/FourDirections



Native Organizers Alliance
www.NativeOrganizing.org
Facebook.com/NativeOrganizers
Alliance

Frank LaMere Presidential Forum
Travel Information Sheet

“No candidate should take the Native American vote for granted. But when candidates demonstrate they understand the issues and will work for the betterment of our people and our communities, they can earn our votes.”

- O.J. Semans, Co-Executive Director, Four Directions

Co-Hosts	Hosts	Sponsors
National Congress of American Indians	Four Directions	Coushatta Tribe of Louisiana - Lead
Native American Rights Fund	Native Organizers	Premiere Sponsor
Great Plains Tribal Chairman's Association	Alliance	Movement Voter Project - Lead
Coalition of Large Tribes		Underwriting Sponsor
Midwest Alliance of Sovereign Tribes		Tom Rodgers of Carlyle Consulting -
USET Sovereignty Protection Fund		Lead Stage Sponsor
NDN Collective		Majority Rules PAC - Lead Orchestra
Rocky Mountain Tribal Leaders Council		Sponsor
Global Indigenous Council		Big Fire Law & Policy Group LLC -
Seeding Sovereignty		Orchestra Sponsor



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Native Organizers Alliance
www.NativeOrganizing.org
[Facebook.com/NativeOrganizers Alliance](https://Facebook.com/NativeOrganizersAlliance)

Melinda J. Danforth

From: Tehassi Tasi Hill
Sent: Wednesday, August 14, 2019 3:20 PM
To: Brandon L. Yellowbird-Stevens
Cc: Melinda J. Danforth
Subject: Fwd: Frank LaMere Presidential Forum - Follow up
Attachments: image001.png; ATT00001.htm; 1. Info Sheet_The Frank LaMere Presidential Forum.pdf; ATT00002.htm

FYI

Sent from my iPhone

Begin forwarded message:

From: Shannon Holsey <Shannon.Holsey@mohican-nsn.gov>
Date: August 14, 2019 at 2:58:22 PM CDT
To: Tehassi Tasi Hill <thill7@oneidanation.org>, "Michael Wiggins Jr. (MikeW@badriver-nsn.gov)" <MikeW@badriver-nsn.gov>, "michaeld@stcroixtribalcenter.com" <michaeld@stcroixtribalcenter.com>, "Susan Lowe (susanl@stcroixtribalcenter.com)" <susanl@stcroixtribalcenter.com>, "Douglas Cox (dcox@mitw.org)" <dcox@mitw.org>, 'Chairman Louis Taylor' <louis.taylor@lco-nsn.gov>, Richard Peterson <richard.peterson@redcliff-nsn.gov>, "marlon.whiteeagle@ho-chunk.com" <marlon.whiteeagle@ho-chunk.com>, "Jim Williams (jim.williams@lvdtribal.com)" <jim.williams@lvdtribal.com>, "ned.danielsjr@fcpotawatomi-nsn.gov" <ned.danielsjr@fcpotawatomi-nsn.gov>, "Joseph Wildcat, Sr. (jwildcatsr@ldftribe.com)" <jwildcatsr@ldftribe.com>, "Garland McGeshick (tribal.chairman@scc-nsn.gov)" <tribal.chairman@scc-nsn.gov>
Cc: "Terri Miller (tmiller@lco-nsn.gov)" <tmiller@lco-nsn.gov>, "Danelle Wilson (dwilson1@oneidanation.org)" <dwilson1@oneidanation.org>, Stacey Jameson <Stacey.Jameson@fcpotawatomi-nsn.gov>, Cheyenne Landru <cheyenne.landru@scc-nsn.gov>
Subject: Frank LaMere Presidential Forum - Follow up

All:

I just wanted to share update on Frank LaMere Presidential Forum taking place in Sioux City, IA August 19 & 20th, 2019. As well as an attached guide sheet.

There are no charges to Tribal Leaders or whoever MAST is sending, we are looking to get the names so we can put them on the tickets so they can keep them as memorabilia from the forum. They are not limiting the number of tickets MAST wants us to set aside but if they want their names on the tickets we will need to know who. Also we are having a posting of colors and having all the Tribal flags behind the candidates and the panelist, so please send as many Tribal flags as you can. They will also be live streaming the whole event and are working out how to share with everyone for their website or Facebook. Please don't hesitate to reach out with any questions. Hope to see you there!

Most appreciatively,
 Shannon Holsey
 President
 N8476 MohHeConNuck Road
 Bowler, WI 54416

[illegible]

*Senate***PUBLIC HEARING****Committee on Health and Human Services**

The committee will hold a public hearing on the following items at the time specified below:

Wednesday, August 21, 2019
10:01 AM
411 South

The public hearing will begin immediately following the executive session.

Harris, Dr. Michael

Of Whitefish Bay, as an Otolaryngologist on the Hearing and Speech Examining Board, to serve for the term ending July 1, 2023.

Grebe, Dr. Paul J.

Of Wauwatosa, as a Physician on the Radiography Examining Board, to serve for the term ending July 1, 2023.

Menéndez Coller, Karen

Of Madison, as a Public Member on the UW Hospitals and Clinics Authority and Board, to serve for the term ending July 1, 2024.

Perry, Susan M.

Of Woodruff, as a Domestic Abuse Knowledge on the Council on Domestic Abuse, to serve for the term ending July 1, 2022.

Seligman, David H.

Of Madison, as a Public Member on the Hearing and Speech Examining Board, to serve for the term ending July 1, 2023.

Senate Bill 89

Relating to: licensure of dental therapists; extending the time limit for emergency rule procedures; providing an exemption from emergency rule procedures; providing an exemption from rule-making procedures; and granting rule-making authority.

By Senators Craig, Darling, L. Taylor, Kapenga, Tiffany, Kooyenga, Bernier, Hansen, Stroebel and Schachtner; cosponsored by Representatives Felzkowski, Nygren, Kolste, Mursau, Neylon, Pronschinske, Skowronski, Snyder, Stafsholt, Tauchen, Quinn, Dittrich, Emerson, Gundrum, Hutton, Katsma, Kulp, Magnafici, L. Myers, Plumer, Ramthun, Schraa, Tusler, Wittke and Zimmerman.

Senator Patrick Testin
Chair

Oneida Business Committee Travel Request

Approve the travel request - Chairman Tehassi Hill and Vice-Chairman Brandon Stevens - 2019 NIGA...

1. OBC Meeting Date Requested: 09 / 11 / 19 ☐ e-poll requested**2. General Information:**Event Name: NIGA Mid-Year 2019Event Location: Uncasville, CT Attendee(s): Tehassi HillDeparture Date: Sep 17, 2019 Attendee(s): Brandon StevensReturn Date: Sep 19, 2019 Attendee(s): **3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☐ Grant Funded or ReimbursedCost Estimate: \$300.00**4. Justification:**

Describe the justification of this Travel Request:

Chairman Hill and Vice-Chairman Stevens have been invited by the National Indian Gaming Association (NIGA) to speak at the 2019 Mid-Year Conference in Uncasville, CT. Travel dates are September 17 - 19, 2019 and will be funded by NIGA, invitation and agenda attached.

Requested Action:

Approve Travel Request for Chairman Tehassi Hill and Vice-Chairman Brandon Stevens to attend the 2019 NIGA Mid-Year Conference September 17-19th, 2019.

5. SubmissionSponsor: Brandon Stevens, Vice-Chairman

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

Tehassi Tasi Hill

From: Krystal John <KJohn@indiangaming.org>
Sent: Wednesday, September 04, 2019 10:40 AM
To: Danelle A. Wilson; Tehassi Tasi Hill
Cc: Ernest Stevens
Subject: Invitation to Speak at NIGA Midyear Conference
Attachments: DOC083019.pdf

Good morning, Chairman Hill,

Chairman Stevens of NIGA invites you to speak at the NIGA Midyear Conference. Specifically, NIGA extends an invitation to participate in a panel on Thursday morning at 9 am regarding the importance of the 2020 election and the get out the vote effort. In addition, Chairman Hill is invited to attend a Get Out the Vote event hosted by the Mashantucket Pequot Tribal Nation's Chairman Rodney King at their venue on Wednesday evening.

Once NIGA receives confirmation that you are able to attend along with your travel dates, we will arrange for your travel.

I have attached the schedule of events for the conference and the draft education schedule that we would like to include you in.

Please let me know if you require any additional information from NIGA.

We look forward to seeing you at NIGA midyear!

Rhiannon R. Metoxen

From: Krystal John <KJohn@indiangaming.org>
Sent: Wednesday, September 04, 2019 12:04 PM
To: Brandon L. Yellowbird-Stevens; Rhiannon R. Metoxen
Cc: Ernest Stevens
Subject: Invitation to Speak at NIGA Midyear
Attachments: DOC083019.pdf

Good morning, Vice-Chairman Stevens,

Chairman Stevens of NIGA invites you to speak at the NIGA Midyear Conference. Specifically, NIGA extends an invitation to participate in a panel on Sports Betting Developments in Indian Country and the 2020 Elections and Get Out the Vote on Wednesday at 10:30 am and 1:30 pm respectively. In addition, you are invited to attend a Get Out the Vote Event hosted by the Mashantucket Pequot Tribal Nation's Chairman Rodney King at their venue on Wednesday evening.

Once NIGA receives confirmation that you are able to attend along with your travel dates, we will arrange for your travel.

I have attached the schedule of events for the conference and the membership meeting agenda that we would like to include you in.

Please let me know if you require any additional information from NIGA.

We look forward to seeing you at NIGA midyear!



SCHEDULE OF EVENTS

TUESDAY, SEPTEMBER 17, 2019

9:00 AM - 12:00 PM	Golf Tournament	Mohegan Sun Golf Club
8:00 AM - 5:00 PM	Commissioner Certification	Harvest
9:00 AM - 7:00 PM	Registration Open	Lobby of Earth Expo
10:00 AM - 1:00 PM	Exhibitor Set-Up	Earth Expo Lobby
1:00 PM - 6:00 PM	Conference Sessions	Earth Ballroom A
6:00 PM	Welcome Reception	Earth Ballroom

WEDNESDAY, SEPTEMBER 18, 2019

7:00 AM - 6:00 PM	Registration Open	Lobby of Earth Expo
8:00 AM - 4:00 PM	Commissioner Certification	Harvest
8:30 AM - 12:00 PM	Membership Meeting	Earth Ballroom A
9:00 AM - 5:00 PM	Exhibits Open	Earth Expo Lobby
12:00 PM - 1:30 PM	John Kieffer Awards Luncheon	Earth Ballroom B
1:30 PM - 5:00 PM	Membership Meeting	Earth Ballroom A

THURSDAY, SEPTEMBER 19, 2019

8:00 AM - 12:00 PM	Registration Open	Lobby of Earth Expo
8:00 AM - 1:00 PM	Commissioner Certification	Harvest
9:00 AM - 12:00 PM	Exhibits Open	Earth Expo Lobby
9:00 AM - 12:00 PM	Conference Sessions	Earth Ballroom A

**Schedule subject to change*





NATIONAL INDIAN GAMING ASSOCIATION **MID-YEAR MEMBERSHIP MEETING**



WEDNESDAY, SEPTEMBER 18

- | | |
|----------|---|
| 8:30 AM | Breakfast |
| 9:00 AM | Welcome & Blessing |
| 9:30 AM | Chairman and Executive Director's Mid-Year Report |
| 10:00 AM | Competing In Today's Gaming Market |
| 10:30 AM | Sports Betting Developments: Compact Negotiations, Operational Issues |
| 11:00 AM | Safety in Our Communities: Addressing the Recent Rise in Active Shootings |
| 12:00 PM | John Kleffer Award |
| 1:30 PM | 2020 Elections and Get out the Vote in Indian Country |
| 2:30 PM | Effective Legislative Advocacy in a Presidential Election Year |
| 3:30 PM | Class II Issues Across States |
| 4:00 PM | NIGC Update |
| 4:30 PM | Special Recognition and Lifetime Achievement Awards |
| 5:00 PM | Cash & Prize Giveaways and Closing Remarks |

**Schedule subject to change*



Oneida Business Committee Travel Request

Approve the travel request - Councilman Ernie Stevens III - AISES National Conference - Milwaukee, WI

1. OBC Meeting Date Requested: 9 / 11 / 19 ☐ e-poll requested**2. General Information:**Event Name: AISES National ConferenceEvent Location: Milwaukee, WI Attendee(s): Ernest L. Stevens IIIDeparture Date: Oct 9, 2019 Attendee(s): Return Date: Oct 13, 2019 Attendee(s): **3. Budget Information:**☒ Funds available in individual travel budget(s)☐ Unbudgeted☐ Grant Funded or ReimbursedCost Estimate: 1621.75**4. Justification:**

Describe the justification of this Travel Request:

Request to attend the American Indian Science and Engineering Society (AISES) National Conference. AISES is a nonprofit organization that is focused on substantially increasing the representation of American Indians, Alaska Natives, Native Hawaiians, Pacific Islanders, First Nations and other Indigenous peoples of North America in science, technology, engineering and math (STEM) studies and careers. I will also be chaperoning for the Oneida smoke dancers that will be at the event.

5. SubmissionSponsor: 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

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 - REGISTRATION RATES (/REGISTRATION)
 - CONFERENCE T-SHIRTS (/MERCHANDISE)
 - VOLUNTEER (/VOLUNTEER)
 - FACULTY CAREER WORKSHOP (/ASSIST)
 - TRAVEL SCHOLARSHIPS ([HTTPS://WWW.AISES.ORG/SCHOLARSHIPS/2019-NC-T](https://www.aises.org/scholarships/2019-NC-T))
 - FAQS (/FAQ)



About the Conference

About

The Annual AISES National Conference is a one-of-kind, three-day event focusing on educational, professional and workforce development! Attendees include American Indian high school and college students, educators, professionals, tribal nations and tribal enterprises, universities, corporations, and government agencies.

The AISES National conference has become the premier event for American Indian Science, Technology, Engineering and Math (STEM) students and professionals attracting over 2,200 attendees from across the country.

Location:

Wisconsin Center

400 W. Wisconsin Ave.

Milwaukee, WI 53203



Highlights Include:

- The Largest American Indian College and Career Fair
- Research Competitions
- Impressive Keynote Speakers
- Industry Partner and University Tours
- Multi-sessions and Multi tracks in STEM, Business, Research and Educator Topics
- Student Awards Luncheon
- Networking Suites
- Closing Awards Ceremony and Banquet
- Traditional Native Powwow and Native Artisan Marketplace
- STEM Activity Day
- hackAISES

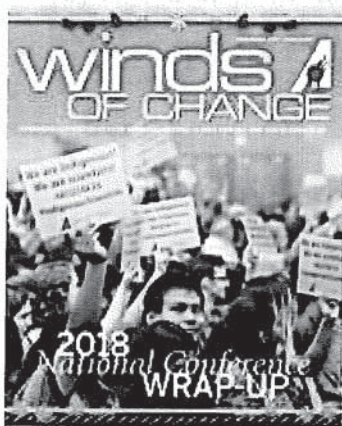
Reasons to Attend

- Top Native STEM Talent
- Indigenous Culture and Elder Wisdom
- Help Prepare the Next Generation of STEM Leadership
- Exhibitors are Participants Too!
- A Great Peer to Peer Event
- Networking and Community Building
- Personal and Professional Discovery
- Employment Opportunities and Resume Building
- Resources and Trends in STEM Education
- Welcoming, Supportive, and Inspirational Atmosphere
- Real-Time STEM Technologies to Watch

Winds of Change

2018 National Conference Wrap-Up

(https://read.nxtbook.com/aises/winds_of_change/2018_national_conference_wrap)



(https://read.nxtbook.com/aises/winds_of_change/2018_national_conference_wrap/cc)

View photos, stories and conference highlights from the 2018 AISES National Conference in Oklahoma City.

Get more information on Winds of Change

www.aises.org/news/woc (<http://www.aises.org/news/woc>)

Oneida Business Committee Agenda Request

Set the date for the 2020 Special Election

1. Meeting Date Requested: 09 / 11 / 19**2. General Information:**Session: ☒ Open ☐ Executive - See instructions for the applicable laws, then choose one:Agenda Header: ☐ Accept as Information only☒ Action - please describe:

Approve the date as recommended by the Oneida Election Board for the 2020 Judiciary Special Election.

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:

Vicki Cornelius, Oneida Election Board Chair

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 Oneida Election Law 102.9-1 states: Special Elections shall be set in accordance with 102.12-6; whereas, 102.12-6 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.

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



MEMORANDUM

To: Business Committee
From: Vicki Cornelius *vc*
Date: August 28, 2019
Re: Recommended Date for 2020 Judiciary Special Election

On July 29, 2019 the Oneida Election Board received a memorandum from the Oneida Business Committee declaring a vacancy on the Judiciary indicating a special election needs to be held in order to fill the vacancy.

The Oneida Election Law 102.9-1 states: *Special Elections shall be set in accordance with 102.12-6; whereas, 102.12-6 states: Dates of all Special Elections shall be set, as provided for in this law, by the Business Committee as recommended by the Election Board or as ordered by the Judiciary in connection with an election challenge.*

On behalf of the Election Board, the following schedule is hereby recommended for the 2020 Judiciary Special Election:

DAY	DATE	TIME	PURPOSE
Saturday	November 2, 2019	1:00 p.m.	Caucus
Friday	November 8, 2019	4:30 p.m.	Application Deadline
Saturday	January 25, 2020	7 am – 7 pm	Special Election
Wednesday	February 26, 2020	8:30 am	BC Mtg to Ratify Results

Approve a limited waiver of sovereign immunity for contract # 2019-0585 Motorola Solutions Inc. Shared Agency agreement - file

1. Meeting Date Requested: 09 / 11 / 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:

Motion to approve the limited waiver of sovereign immunity for contract # 2019-0585 Motorola Solutions Inc. - Shared Agency 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 the Motorola Solutions Inc. - Shared Agency Agreement. This agreement requires your approval due to the limited waiver of sovereign immunity.

The shared agency agreement is to be signed by every agency in the county that will be using the Motorola Flex System. This agreement links our agency to the main contract (host agreement) with Brown County Public Safety.

Was there an attempt to negotiate with the vendor regarding the waiver of sovereign immunity?

This is not an area of negotiation. If we are interested in sharing the County's services, the County has already signed the License agreement and assumed the same terms and conditions. These terms are fairly standard for software agreements. This agreement is required in order for the Police Department to use the same copy of the software currently licensed by Motorola to Brown County.

The following is an excerpt from the legal review:

Note: This is a Shared Agency Agreement which incorporates the terms and conditions of an underlying License Agreement (with Brown County) for the specified services.

Requires Business Committee approval prior to execution, pursuant to a waiver of immunity that appears in Brown County's License Agreement as follows:

* Sec. 13.3 (License Agreement)- Litigation, Venue, and Jurisdiction. [If disputes are not resolved via mediation] "Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this agreement."

* Sec. 14.5 (License Agreement)- Injunctive Relief. Motorola is "entitled to obtain an injunction against [any breach of the confidentiality terms or scope of use restrictions] from any court of competent jurisdiction immediately upon request."

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

Use this number on future correspondence:

FROM: Kelly M. McAndrews, Senior Staff Attorney

2019-0585

Kelly M. McAndrews

Digitally signed by Kelly M.
McAndrews
Date: 2019.08.27 17:17:03 -05'00'

8-28-19 RJD

DATE: August 27, 2019

RE: Motorola Solutions Inc-Shared Agency 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:

Note: This is a Shared Agency Agreement which incorporates the terms and conditions of an underlying License Agreement (with Brown County) for the specified services.

- ✓ The document is in appropriate legal form. (*Execution is a management decision.*)
- ✓ Requires Business Committee approval prior to execution, pursuant to a waiver of immunity that appears in Brown County's License Agreement as follows:
 - Sec. 13.3 (License Agreement)- Litigation, Venue, and Jurisdiction. [If disputes are not resolved via mediation] "Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this agreement."
 - Sec. 14.5 (License Agreement)- Injunctive Relief. Motorola is "entitled to obtain an injunction against [any breach of the confidentiality terms or scope of use restrictions] from any court of competent jurisdiction immediately upon request. ."

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? This is not an area of negotiation. If we are interested in sharing the County's services, the County has already signed the License agreement and assumed the same terms and conditions. These terms are fairly standard for software agreements. Be prepared to discuss the product and its necessity.
2. Were three bids obtained? If not, why not? N/A
3. Was any other vendor willing to remove sovereign immunity issues? N/A
4. What is the cost of going to another vendor? N/A

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and Exhibit B or one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Motorola's obligations and responsibilities with regard to the Motorola software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 Shared Agency** - A "Shared Agency" is an agency that has the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the License Agreement.
- 1.2 Host Agency** - The "Host Agency" is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2.1 Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Motorola or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola services beyond the license to use the Software.
- 3.2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Brown County Public Safety Communications



Purchase and License Agreement

Confidential and Proprietary

**The contents of this document are confidential and propriety
to Motorola Solutions, Inc. Copying or distributing this
material is strictly prohibited.**

**Motorola Flex
Purchase and License Agreement**

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Purchase and License Agreement

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

Motorola Solutions, Inc. ("Motorola")
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

Brown County Public Safety ("Customer")
3028 Curry Ln.
Green Bay, WI 54311

This Agreement, even if both parties have executed this Agreement, is contingent upon the day of June 28, 2019, passing without written notice being provided to Motorola that the Customer wants to rescind its agreement and signature to this agreement. Should the Customer provide written notice (email is acceptable) to Motorola that it wishes to rescind its agreement and signature, on or before June 28, 2019, the Customer's signature is hereby rescinded in full, and this Agreement will be rendered void and have no legal or financial effect or otherwise on either party whatsoever.

Customer desires to purchase from Motorola licenses for certain Motorola software and services, and third party hardware, software and services, as set forth in Exhibit B, and Motorola desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Motorola's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer that specifies technical and performance features and capabilities. Documentation does not include marketing materials.
- 1.3 **"Force Majeure"** means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.
- 1.4 **"Proprietary Rights"** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works of the Software, whether made by Motorola or another party.
- 1.5 **"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.6 **"Services"** means Software and system implementation, training, maintenance, support, or other professional services provided under this Agreement, as further described and specified in the applicable Exhibit or Statement of Work.
- 1.7 **"Software"** means the Motorola proprietary computer program(s), interfaces and/or data, in object code format only, as well as related materials, including Documentation, identified in Exhibit B and Exhibit C or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of the Software; and (ii) all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A) provided by Motorola. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Agreement.
- 1.8 **"Spillman Application Administrator" or "SAA"** means an employee or agent of Customer appointed by Customer, who has been certified on the Software by Motorola pursuant to the procedures set forth in Section 6 of Exhibit A, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.
- 1.9 **"Third Party Software"** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.10 **"Utilities"** means the software utilities and tools provided by Motorola as part of the Software, including Motorola's XML Query, ODBC interface and implementation code, ctpertl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Professional Services and Third Party Products

- 2.1 Professional Services.** Customer agrees to purchase the Motorola professional Services listed in Exhibit B. Customer may also purchase additional Services from time to time, subject to a written purchase agreement or statement of work between Customer and Motorola. Certain Services (e.g., data conversion) may be provided by a Motorola subcontractor.
- 2.2 Third Party Products.** Customer agrees to purchase from Motorola the Third Party Software and hardware identified in Exhibit B. Motorola agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.
- 2.3 Customer Obligations.** If the applicable Statement of Work or Exhibit contains assumptions that affect the Services or any deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola relating to the Software, Services or deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work or Exhibit states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.
- 2.4 Assumptions.** If any assumptions or conditions contained in this Agreement, the Exhibits or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Customer acknowledges that Motorola's ability to perform under this Agreement may be impacted and changes to fees, project schedule, deliverables, or other changes may be necessary.
- 2.5 Non-Preclusion.** If Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this section does not violate its procurement or other laws, regulations, or policies.
- 2.6 Additional Services.** Any Services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services, which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, purchase agreement, addendum or amendment to this Agreement.
- 2.7 Covenant Not To Employ.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not knowingly hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law. Motorola will not knowingly hire Customer employees continuing for a period of (2) years.

Section 3: License

- 3.1 Grant of License.** In consideration of the payment of the license fees set forth in Exhibit B, Motorola grants Customer a nonexclusive, personal, limited and non-transferable license to use the Software, in object code form, and the Documentation, subject to the terms of this Agreement, including without limitation the restrictions with respect to Utilities set forth in Section 10. If Exhibit B lists one or more agencies of Customer as "Authorized Users," Shared Agencies, or a similar term, or otherwise identifies the agencies that the parties intend to use the Software, then, notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to such Authorized Users, including Shared Agencies, and their personnel. Additional agencies may be added to Exhibit B as Authorized Users, or may be added as Shared Agencies pursuant to Section 4.6, by mutual written agreement of Customer and Motorola, subject to payment of the applicable license and support fees for the additional agencies.
- 3.2 Third Party Software Licenses.** If Motorola provides any Third Party Software to Customer, such Third Party Software is subject to any separate third party license agreement provided by Motorola to Customer. If no such separate license agreement is provided, then Motorola sublicenses such Third Party Software to Customer pursuant to the terms of this Agreement that are applicable to such Software, provided, however, that Motorola does not make any warranties to Customer or agree to indemnify Customer for any claims regarding Third Party Software. Customer is licensed to use Third Party Software only in conjunction with Motorola's Software and, where applicable, the hardware with which such Third Party Software is intended to be used.
- 3.3 Open Source Software.** Any open source software contained in or distributed with the Software to Customer is governed solely by the applicable open source license agreement of the copyright owner and not by this Agreement. If requested by Customer, Motorola will use commercially reasonable efforts to: (i) determine whether any open source software is provided under this Agreement; and (ii) identify the open source software or specify where the applicable license may be found.
- 3.4 Escrow Account.** The source code for the application software, together with the related documentation, shall be deposited in an escrow account with a third party that regularly handles software escrow accounts. The Customer agrees to pay the annual maintenance fee for the escrow account. Motorola will be responsible for keeping the source code and related documentation up to date in the escrow account.

Section 4: Scope of Rights and Restrictions

- 4.1 Location of Software.** Customer may install, access and use the Software only in Customer's own facilities, including any authorized mobile sites. Such mobile devices may log in and access the Software remotely from any location. Customer shall give Motorola two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed. However, if an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Motorola as soon as is feasible. Except as provided above, Customer shall not install the Software in any other computer system or use it at

any other location without Motorola's express prior authorization, which will not be unreasonably withheld.

- 4.2 Restrictions; Copies.** Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's Proprietary Rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software, except as necessary for system backup or disaster recovery. Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery. Customer may make copies of the Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Motorola's copyright notice is included, and Customer may not operate that copy of the Software at the same time as the original Software is being operated. Customer may make as many copies of the Documentation as it may reasonably require for the internal use of the Software. The foregoing restrictions on modifications and copying do not apply to open source software, which is governed by the license of the copyright owner.
- 4.3 Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar rental or sharing arrangement, except as expressly authorized in writing by Motorola.
- 4.4 Third Party Access and Queries.** Except as expressly authorized in writing by Motorola, (i) Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only; and (ii) such queries may be conducted solely for Customer's internal business purposes. Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes unless defined in the contract or future agreement between the vendor and customer.
- 4.5 Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or Service provided by Motorola. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Motorola's products or Services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.
- 4.6 Shared Agency Arrangements.** If Customer and another agency (a "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Motorola will execute a

Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional exhibit. Unless otherwise expressly agreed in the Shared Agency Agreement, Motorola will invoice Customer for the full fees set forth in Exhibit B and Customer will be responsible for timely payment of such fees. Customer may at its option seek reimbursement from Shared Agencies for their share of such fees. However, if at any time a Shared Agency elects to purchase licenses to additional Motorola Software modules for its own use, the party responsible for payment and the payment terms will be mutually agreed in writing by the parties. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.

- 4.7 **Change Orders.** Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the parties will agree to an equitable adjustment of the Service fees or applicable license fees, performance schedule, or both, and will reflect the adjustment in a change order, amendment or addendum. Neither party is obligated to perform requested changes unless both parties execute such a written document.
- 4.8 **Cooperative Purchasing ("Piggyback").** Upon request of a third party state or local agency located in the same state as Customer (the "New Agency"), Motorola will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such piggybacking arrangement under state law, and provided that Motorola and the New Agency agree in writing upon the software, products and Services to be licensed and purchased by the New Agency and the prices therefor, which shall be paid by the New Agency.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the prices for all Services and third party products purchased by Customer from Motorola are specified in Exhibit B. All undisputed invoices are payable within thirty (30) days of the date of the invoice, unless a later payment due date is agreed to in Exhibit B. Customer must pay such fees directly to Motorola according to the agreed payment terms set forth in this section and in Exhibit B.
- 5.2 **Taxes.** Customer is solely responsible for any and all applicable taxes resulting from this Agreement and its purchase of the products and Services described herein (excluding taxes on Motorola's net income). Unless otherwise expressly stated in Exhibit B, the fees set forth in Exhibit B do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. If Customer is a tax-exempt organization, Customer will provide Motorola with documentation required by the taxing authority to support such exemption.
- 5.3 **Late Payments.** If Customer fails to pay any undisputed amounts owed when due, Motorola may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted. If Customer fails

to pay any amounts owed when due, Motorola may terminate this Agreement pursuant to Section 12.4 or, upon seven (7) days' prior written notice to Customer, suspend performance of Motorola's Services until the past due amounts are paid.

- 5.4 Performance Schedule Delays Caused By Customer.** If Customer (including its other contractors) delays the performance schedule for any part of the project, it will make the promised payments according to the payment schedule set forth in Exhibit B as if no delay occurred; and the parties will execute a change order to extend the performance schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for travel, suspending and re-mobilizing Services such as implementation and training, project management, standby time calculated at then current rates, and preparing and implementing an alternative implementation plan.

If Motorola (including its other contractors) delays the performance schedule for any part of the project, the parties will execute a change order to extend the performance schedule and, if requested, compensate Customer for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Customer or its subcontractors for travel, suspending and re-mobilizing Services such as implementation and training, project management, standby time calculated at then current rates, and preparing and implementing an alternative implementation plan.

- 5.5 Performance Schedule Delays Caused By Vendor.** If the go-live is pushed back more than two weeks from the time the final training is completed by the dispatchers additional four hour refreshers will be provided to all dispatchers prior to the actual go-live at no charge to the customer.

Section 6: Maintenance and Support Services

Motorola will provide maintenance and support Services to Customer with respect to the Software pursuant to the terms of the Maintenance and Support Agreement attached as Exhibit A hereto (the "Support Agreement"), subject to Customer's payment of the applicable annual support and maintenance fees after the Warranty Period ends.

Section 7: Customer Responsibilities

- 7.1 Spillman Application Administrator.** Customer is responsible for designating one (or more at Customer's option) Spillman Application Administrator (SAA) to manage the Software system for Customer and act as Customer's primary technical contact with Motorola. The SAA must be qualified to operate the Software on Customer's own equipment, be certified by Motorola as set forth in Exhibit A, and be familiar with the information, calculations, and reports that serve as input and output of the Software.
- 7.2 Motorola Support Contacts.** Customer will provide contact information for its SAA and other personnel who are authorized to contact Motorola's support department. Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

- 7.3 Additional Components.** Other components (hardware and/or Third Party Software) may be required for the use of the Software. For example, unless otherwise detailed in Exhibit B, Customer is required to provide workstations and personal computers, network, operating system, Internet connectivity and other components (e.g., cables, and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system. Motorola has provided hardware specifications to Customer for use of the Software system. Motorola assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing. Customer is permitted to build additional interfaces to the Software, through use of a toolkit that is available from Motorola.
- 7.4 Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in a secure environment and according to the specifications for the equipment as specified by its manufacturer. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including Bomgar remote access, and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. Before installing the Software or any related hardware at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this section.
- 7.5 Data Conversion Services.** If the parties have agreed that Motorola (or its subcontractor) will convert Customer's data files for use with the Software, such services will be set forth in Exhibit B and detailed in a data conversion scope of work. Except as agreed by the parties in writing, Motorola is not responsible for any data conversion services.
- 7.6 Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software, improperly using the Software, or otherwise breaching this Agreement. If Customer discovers any such problems, it will promptly notify Motorola and take commercially reasonable actions to resolve the problem as soon as reasonably possible. Customer is liable for any breach of this Agreement by any employee or agent of Customer.

Section 8: Ownership; Proprietary Protections

- 8.1 Ownership.** The Software and all related documentation and materials provided by Motorola are licensed (not sold) to Customer. Motorola and the copyright owner of any Third Party Software own and retain all of their respective Proprietary Rights in the Software and Third Party Software respectively, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Software or related Services remain vested in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except for the limited licenses explicitly provided in this Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights.

Motorola and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

- 8.2 Feedback.** Any comments, requests, suggestions or information, in oral or written form, given to Motorola by Customer or its personnel in connection with or relating to the Software or Motorola's Services ("Feedback") is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt and/or use of Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. All fixes, customizations, modifications and improvements made by Motorola to its Software, products or Services that are based, either in whole or in part, on Feedback are the exclusive property of Motorola, and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or Service will vest solely in Motorola.
- 8.3 Proprietary Materials.** Customer acknowledges that Motorola may use and/or provide Customer with access to certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties, and derivatives thereof (collectively, "Proprietary Materials"). The Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials.
- 8.4 Records and Inspection.** Customer will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this Agreement to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Customer's premises, its use of the Software, and its books and records, upon reasonable prior notice to Customer, during Customer's normal business hours and subject to Customer's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes contemplated by this Agreement. A party may disclose Confidential Information only to its employees (including, but not limited to, employees of any affiliate company) and contractors who need to know such information, and who are also bound to keep such information confidential. A party may also disclose Confidential Information to the extent required by the open records act or other freedom of information laws or regulations, provided that it gives the other party reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection. The receiving party shall promptly notify the disclosing

party upon discovery of any unauthorized use or disclosure of Confidential Information by or through the receiving party or its personnel and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.

9.2 Restrictions on Disclosure. Without limiting the foregoing, Customer acknowledges that it is not permitted to disclose the Software or its Documentation (i) to any competitor of Motorola, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

9.3 Voluntary Disclosure. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

Section 10: Utilities; Restrictions on Usage

10.1 Utilities. Motorola provides certain software Utilities as part of the Software. Motorola may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Motorola and/or its licensors, and may be used only as permitted by this Agreement. Motorola will not add, modify or remove utilities that will negatively impact system operations.

10.2 Use of Utilities. Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Motorola consents in writing. Customer is also permitted to use the Utilities to write to Motorola's database, but any such use is solely at Customer's risk, as set forth in Section 10.3 below. Motorola strongly advises Customer to limit any such usage to personnel who have advanced training and experience in the use of such software tools.

10.3 Disclaimer. Motorola permits customers to use the Utilities, as set forth above. However, due to the high risk of data corruption and system slowdown or damage that may result from use of the Utilities or other software tools to write to the Software database, any such use, whether with or without Motorola's approval, is solely at Customer's own risk. Motorola is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Motorola) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database), with the exception of utilities and interfaces developed by Motorola for use with Motorola Software.

Section 11: Limited Warranty and Limitation of Liability; Indemnification

11.1 Functionality. If Customer is not in breach of any of its obligations under this Agreement, Motorola warrants for a period of twelve (12) months from the date of Customer's cutover to live operation of the Software (Go-live) (the "Warranty Period"), and for Customer's benefit alone, that the Software, when used properly and in accordance with its Documentation and this Agreement,

will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the current version of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. If Go-live is delayed beyond twelve (12) months after the Effective Date by events or causes beyond Motorola's control, this warranty expires twenty-four (24) months after the Effective Date.

- 11.2 **Security.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of Third Party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 11.4 below.
- 11.3 **Limitations.** Motorola does not warrant that Customer's use of the Software will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software will meet Customer's particular requirements. Motorola is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty set forth in Sections 11.1 and 11.2 shall apply only to the most current (post BETA) version of the Software issued by Motorola. Customer must notify Motorola of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A. Issuance of updated versions of the Software does not result in a renewal or extension of the Warranty Period. Motorola assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from Third Party Software or hardware malfunctions or defects; modification of the Software by any person other than Motorola, or defects or problems that are outside the reasonable control of Motorola, including defects or damage resulting from use of the Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Customer's failure to comply with all applicable industry standards. Customer will reimburse Motorola for its reasonable time and expenses for any Services provided at Customer's request to remedy excluded non-performance issues. Additionally, Motorola is not responsible for any problems or errors with the Software or Customer's system resulting from Customer's use of the Utilities (e.g., ctpertl, dbload or ODBC) in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.
- 11.4 **Remedies.** As Customer's exclusive remedy and Motorola's sole obligation to Customer for any material defect or Security Vulnerability in the Software for which Motorola is responsible under the above warranties, Motorola shall use reasonable efforts to correct or cure any such defect, provided that it can be reproduced by Motorola. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or Documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time then, at Motorola's option, Motorola will replace the defective Software with functionally equivalent Software, license to Customer substitute Software which will accomplish the same objective, or, and only as an option of last resort, terminate the license and refund Customer's paid license fee for the defective Software.
- 11.5 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MOTOROLA AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES,

REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Customer with respect to the Software or Documentation. Customer agrees that Motorola is not responsible, and Motorola disclaims all liability, for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software, excluding Motorola's employees or agents.

- 11.6 Limitation of Liability.** Except for personal injury or death claims subject to indemnification under Section 11.8, Motorola's and its affiliates', agents' and licensors' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed one and one-half times (1.5X) the Total Project Costs as stated in Exhibit B.. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA, ITS AFFILIATES, AGENTS AND LICENSORS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, OR LOST TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE LICENSE OR USE OF THE SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement, applies to all related service agreements and other contracts between the parties related to the transactions set forth in this Agreement, and applies notwithstanding any contrary provision. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Motorola shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.7 Patent and Copyright Infringement.

- 11.7.1** Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Software directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

- 11.7.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Software so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Software and grant Customer a credit for the Software less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 11.7.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Software with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software that is attached to or used in connection with the Software; (c) Software designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Software by a party other than Motorola or agents of Motorola; (e) use of the Software in a manner for which the Software was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Software.
- 11.7.4. This Section 11.7 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 11.7 are subject to and limited by the restrictions set forth in Section 11.6.
- 11.8 **General Indemnity.** Motorola will defend Customer against any and all third party claims or lawsuits arising from any personal injuries, death, or direct damage to tangible property to the extent caused by the negligence or willful misconduct of Motorola, its subcontractors, or their agents or employees, while performing their duties under this Agreement, and Motorola will pay any final judgment or amounts agreed in settlement by Motorola of such claims or suits. Customer shall give Motorola prompt, written notice of any such claim or suit, grant Motorola full and complete authority and control over the defense of the claim or suit, and cooperate with Motorola in its defense or settlement of the claim or suit. Motorola will pay all costs and attorney's fees incurred in connection with the claim. Customer may, at its option and expense, participate in the defense of the claim with separate legal counsel. Motorola is not obligated to indemnify Customer to the extent any liability or damages arises out of the negligence or intentional misconduct of Customer, its employees or agents. In the case of shared fault, Motorola will be responsible for and indemnify Customer for Motorola's proportionate fault. This Section 11.8 sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola is entitled to immunity under the NG911 Act of 2012.

Section 12: Term of Agreement; Termination

- 12.1 Term of Agreement.** Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.
- 12.2 Support Required.** Customer is required to continue purchasing support and maintenance Services from Motorola throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software, unless Motorola terminates the Support Agreement without cause.
- 12.3 Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Motorola, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).
- 12.4 Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement – including the Support Agreement (Exhibit A) or any Statement of Work executed by the parties – and does not correct such breach within thirty (30) days following written notice of the breach from the other party (unless a Force Majeure causes the failure) or, if the breach is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.
- 12.5 Termination for Loss of Funding.** Customer may also terminate or suspend this Agreement upon thirty (30) days prior written notice in the event of the elimination of an appropriation for, or the non-availability of, sufficient funds for the purposes of this Agreement. In such case Motorola will be entitled to recover from Customer, upon appropriate documentation, its fees for all Services performed up to and including the effective date of the termination, and the cost of all materials and supplies that have been purchased. Any Software provided to Customer must be returned in the event of such termination.
- 12.6 Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Motorola and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Motorola, all copies of the Software and Third Party Software in Customer's possession, and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). However, the recipient of Confidential Information may retain one (1) archival copy of such Confidential Information (excluding the Software, Third Party Software, and related Documentation), which it may use only in case of a dispute concerning this Agreement. Customer agrees to certify Customer's compliance with such obligations, and that Customer is no longer using

the Software, upon Motorola's request. Customer will permit Motorola to repossess the Software and any products sold hereunder for which Customer has not fully paid the license fees or purchase price, as applicable. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 2.5, 2.6, 4.2, 4.5, 5.2, 5.3, 8, 9, 10.3, 11.5, 11.6, 11.7, 11.8, 12.6, 13 and 14 shall survive termination of this Agreement.

Section 13: Disputes

The parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute"):

- 13.1 **Negotiation.** Either party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the parties will proceed to mediation.
- 13.2 **Mediation.** The parties will choose an independent mediator within thirty (30) days of a notice to mediate from either party ("Notice of Mediation"). Neither party may unreasonably withhold consent to the selection of a mediator. If the parties are unable to agree upon a mediator, either party may request that American Arbitration Association nominate a mediator. Each party will bear its own costs of mediation, but the parties will share the cost of the mediator equally. Each party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 13.3 **Litigation, Venue and Jurisdiction.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either party may then submit the Dispute to a court of competent jurisdiction in the state in which the Software is installed. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
- 13.4 **Confidentiality.** All communications pursuant to Sections 13.1 and 13.2 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party.

Section 14: Miscellaneous

- 14.1 **Entire Agreement; Counterparts; Signature; Amendment.** This Agreement, including all Exhibits and any other documents executed by both parties in connection with this Agreement, which are incorporated herein by reference, constitutes the entire agreement of the

parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the parties had executed it as a single document. The parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document, and are of no force or effect.

- 14.2 Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder, or transfer the Software or Documentation, to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon the transferee paying all applicable license fees and agreeing to be bound by this Agreement. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Customer.
- 14.3 Governing Law.** This Agreement will be governed by the internal substantive laws of the state where the Software is installed for Customer's use. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 14.4 No Waiver.** Failure or delay by either party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 14.5 Injunctive Relief.** Customer acknowledges that Motorola has made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. Motorola shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity, including termination of this Agreement and repossession of all Software and associated Documentation (unless Customer is a Federal agency of the United States Government).
- 14.6 Independent Contractors.** Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or

agents of the other party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

- 14.7 **Notices.** Notices required under this Agreement to be given by one party to the other must be in writing and either personally delivered or sent to the address provided by the other party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.
- 14.8 **Severability.** If any term of this Agreement is held to be invalid or void by any court or authority of competent jurisdiction, it shall be modified by such court or authority to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 14.9 **Force Majeure.** Neither party will be liable for its delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from a Force Majeure. The parties will promptly inform and consult with each other as to any Force Majeure that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. If a Force Majeure occurs, the parties will negotiate reasonably and in good faith to execute a change order to extend the applicable performance schedule for a time period that is reasonable under the circumstances.
- 14.10 **Compliance with Export and Other Laws.** Customer acknowledges that the Software is subject to the laws and regulations of the United States and Customer will comply with all applicable laws and regulations, including export laws and regulations of the United States. Customer will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
- 14.11 **U.S. Government Restricted Rights.** *This Section 14.11 only applies to U.S. Government end users.*
- 14.11.1 The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

- 14.11.2 If Customer is licensing Software for end use by the United States Government or a United States Government agency, Customer may transfer such Software license, but only if: (i) Customer transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Customer has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Customer and any transferee(s) authorized by this subsection 14.11.2 may not otherwise use or transfer or make available any Software to any third party nor permit any party to do so.
- 14.12 **Section Headings; Interpretation.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.
- 14.13 **Compliance with Applicable Laws.** Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Software. Customer will obtain and comply with any applicable Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Software system before the scheduled installation of the Software. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.
- 14.14 **Authority to Execute Agreement.** Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.
- 14.15 **Copyright Notices.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 14.16 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of Motorola and Customer. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 14.17 **Project Management.** Motorola will supply a designated project manager to the implementation of this system for the Customer. This project manager will work with the Customer project manager(s) towards the goal of delivering the project on time, on schedule, and within project constraints. Motorola Project Manager will ensure Customer has enough information to accurately determine the status of the project progress (e.g. supply a list of all upcoming tasks, tasks completed, etc).

Motorola desires that Customer be confident that the Software will suit Customer's needs. Although Customer must make that determination, Motorola is prepared to fully discuss the Software with Customer and answer questions. By executing this Agreement, Customer acknowledges that it has been given an adequate opportunity to investigate Customer's computer and Software needs and that based on its examination of the Software, Customer finds the Software to be satisfactory.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Motorola.

Accepted and Approved by:

Customer

By: 

Print Name: Troy Streckenbach

Title: Brown County Executive

Date: 06-24-2019

Motorola Solutions, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Support Agreement is signed by both parties below, is by and between Motorola Solutions, Inc. ("Motorola") and Brown County Public Safety Communications ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Motorola certain maintenance and support Services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Coverage Hours"** means the hours between 7:00 a.m. and 7:00 p.m., Central Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.3 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.4 **"Error Correction"** means either a software fix, modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction Services are subject to the exceptions set forth in Section 4.
- 1.5 **"Releases"** means new and updated versions of the Software containing Error Corrections and Enhancements, where there is a change in the version number either to the left or immediately to the right of the decimal. Motorola's current numbering system is to designate Release versions by the year to the left of the decimal, and by the Release number in that year to the right of the decimal (e.g., 2018.1, 2018.2, and 2018.3). For reference, the two Releases of the Software prior to version 2017.1 are versions 6.1 and 6.2.
- 1.6 **"Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error.
- 1.7 **"Support Fees"** means Motorola's annual fees for support and maintenance Services provided under this Support Agreement, as set forth in Exhibit B or a Motorola support invoice.

- 1.8 **"Support Term"** means the entire period during which Customer is receiving support and maintenance Services for the Software under the terms of this Support Agreement, beginning on the installation date of the Software. Support and maintenance Services are included at no additional charge from the installation date through the end of the Software's Warranty Period, as defined in Section 11.1 of the License Agreement, which is the "Initial Support Term." Thereafter, the Support Term shall automatically renew for successive periods of one year each (each a "Renewal Term"), unless and until terminated pursuant to Section 8 below.

Section 2: Eligibility for Support

- 2.1 **Support Termination.** Motorola's obligation to provide the support and maintenance Services described in this Support Agreement may be terminated pursuant to Section 8.2.2 or suspended, at Motorola's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:

2.1.1 The License Agreement must remain valid and in effect at all times;

2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and

2.1.3 Customer must be current on payment of Support Fees.

- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator ("SAA") in order to continue receiving support and maintenance Services or may increase Customer's Support Fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel. Motorola will work with the customer and allow them to rectify the situation prior to demanding a change in SAA.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following Services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola will maintain a Support Services Control Center capable of receiving from Customer's authorized support contacts, by telephone or online through Motorola's authorized customer support portal, reports of any Software irregularities and requests for assistance in use of the Software.
- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support and maintenance Services set forth in this Support Agreement.

- 3.4 Software Maintenance Services; New Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally. During the term of this Agreement, (except as identified in this contract) Motorola shall provide Customer with one copy of each new Release, without additional charge, except that Motorola reserves the right to charge a separate license fee for a new Release that includes major Enhancements, or to cover the cost of any pass-through fees from third parties attributable to Third Party Software or services. Motorola may also charge license fees for optional Software modules and features that Motorola makes available to customers for separate purchase. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that any onsite services are subject to the supplemental charges at Motorola's then-current rates.
- 3.5 Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional Services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are NOT covered by this Support Agreement. Motorola strongly recommends that Customer secure a separate support and maintenance agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Third Party Products.** Motorola does not provide support for any third party products, including Third Party Software or hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support and maintenance for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 Customized Interfaces and Software.** Motorola's annual Support Fees for any custom interfaces or other customized Software developed by Motorola or any third party for Customer are set forth in the applicable exhibit for such interface or customized Software, and are also included as part of the overall annual Support Fee set forth in Exhibit B. Motorola's support and maintenance Services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable Third Party Software. Custom interfaces and support therefore are specific to the designated version of the applicable Third Party Software or system. Any major changes to such Third Party Software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's Support Fees may also differ for the new version of the custom interface.

- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Unless provided in Exhibit F (services provided by Solutions II), Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola is not obligated to provide support where the problem arises out of any breach by Customer, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual Support Fees, and/or loss of rights to upgrades under this Support Agreement.
- 4.6 **Database Modifications.** Motorola is not obligated to provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of any Utility (e.g., the ODBC interface) to write to or modify the database in any way, except where customer has contracted with Motorola to perform the write.
- 4.7 **Misuse or Damage.** Motorola is not obligated to provide support for Software problems caused by Customer misuse, alteration or damage to the Software or its database, Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Spillman, a CJIS-approved broadband internet connection to the server(s) used with the Software, on an escorted basis (i.e., Customer personnel will activate the connection in each case), to facilitate remote support utilities enabling Spillman personnel to connect to and provide assistance with the server(s) used with the Software. Typical connectivity options include Lan to Lan VPN or screensharing solutions like "Bomgar". Third party connectivity tools, such as client VPN software, which must be installed on Spillman equipment, cannot be required by Customer.
- 5.2 **Customer Representative During Onsite Visits.** A representative of Customer's IT department must be present when any onsite support is provided. If such representative is not present when a Motorola representative arrives onsite for a previously scheduled visit, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's onsite support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's IT representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 of this Support Agreement. At least one authorized SAA or support contact must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.
- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. Basic System Administration, and
- iv. General training applicable to the Software used by Customer.

6.1.2 Pass the Basic SAA exam within one year after Customer's Go-live date.

6.2 **SAA Training Costs.** Customer will be responsible for training course fees as set forth in Exhibit B, as well as for any related travel and lodging expenses for its personnel.

6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.

6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

7.1 **Support Fees.** During the Initial Support Term, support and maintenance Services are included as part of the initial purchase price paid by Customer. To receive support and maintenance Services thereafter, Customer shall pay Motorola the Support Fee, as well as any other charges or fees described herein. Unless specified in Exhibit B, Motorola reserves the right to change its Support Fee, effective upon no less than ninety (90) days written notice to Customer prior to the end of the current annual period. Support Fees that have been previously prepaid by Customer are not affected by any subsequent change in such fees.

7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.

7.4 **After-Hours Charges.** Customer agrees to pay additional charges at Motorola's then-current rates for all support or other Services requested by Customer to be performed outside of Coverage

Hours. These charges are applicable for any work performed outside of the Coverage Hours, regardless of the cause, even if the requested work was reported and/or initiated during normal Coverage Hours, subject to Customer's approval of such work being performed outside of Coverage Hours.

- 7.5 Onsite Support** If Customer requests onsite support Services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such Services.
- 7.6 Additional Fees.** Motorola may increase Support Fees if there is a significant (i.e., twenty percent or larger) increase in Customer's (including, if applicable, its Shared Agencies') size, based upon the number of full-time employees. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust Support Fees based on (1) additional licenses or modules purchased by Customer, (2) changes to Customer's hardware, (3) a change in the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 of this Support Agreement. Additionally, if a new Shared Agency is added after the date of the License Agreement, as described in Section 4.6 of such agreement, such new Shared Agency will have a separate Support Fee allocated to it, as agreed by the parties in writing at such time.

Section 8: Termination

- 8.1 Automatic Termination.** This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Termination by a Party.** Either party may terminate this Support Agreement as follows:
- 8.2.1** If either Motorola or Customer provides a written notice to the other party, at least ninety (90) days prior to the end of the Initial Support Term or the then-current Renewal Term, of its intent to terminate this Support Agreement at the end of such term; or
 - 8.2.2** For a material breach of this Support Agreement, subject to thirty (30) days prior written notice and opportunity to cure such breach within the 30-day notice period.
- 8.3 Final Invoicing upon Termination.** Following termination of this Support Agreement, Motorola shall immediately invoice Customer for all accrued Support Fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

- 9.1 Incorporation of General Terms.** The terms of Section 9 (Confidential Information), Section 11 (Limited Warranty and Limitation of Liability; Indemnification), Section 13 (Disputes) and Section 14 (Miscellaneous) of the License Agreement are hereby incorporated into this Support Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Support Agreement to be executed by their duly authorized representatives as set forth below.

CustomerBy: Print Name: Troy StreckenbachTitle: Brown County ExecutiveDate: 06-24-2019**Motorola Solutions, Inc.**

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B
Purchased Products and Services

Prepared By: Daniel Adams
Estimate Date: June 10, 2019
Expiration Date: June 21, 2019

Total Project Costs	
Spillman Flex (software, data conversion, professional services to include all travel & per-diem)	\$1,028,890
Solution II Hardware	\$252,477
Solutions II Managed Services (Implementation & First Year)	\$95,252
Project Total	\$1,376,619

Future Maintenance Schedule	
First Maintenance Payment – One year after go-live. Includes Flex + Solutions II Managed Services	\$157,190

Included Modules	Site License
Additional Server Support	Qty. 2
CAD	Dispatch*
CAD Management Dashboard	Dispatch
CAD Mapping	Dispatch*
Data Conversion	N/A
Premesis & Hazmat Information (up to 10 source tables).	
Data Replication	Dispatch
Driver License Scanning	Law
Etherlite	Dispatch
Hub	Dispatch
InSight	Dispatch, Law
Learning Management System	Dispatch
Mobile AVL and Mapping	Law, Fire
Mobile Premises and HazMat	Law, Fire
Mobile State & National Queries	Law
Mobile Voiceless CAD	Law, Fire
Personnel Management	Dispatch
Pin Mapping	Dispatch
Premises and HazMat Information	Dispatch*
Quickest Route	Dispatch*
Rapid Notification	Dispatch*
Response Plans	Dispatch*
Sentryx GIS (Geobase)	Dispatch
Spillman Touch	Dispatch, Law, Fire

* Under the direction and "site license" of Brown County Public Safety Communications, Law and Fire agencies within the county will also have access/use to these listed modules.

Included Interfaces

Vesta Integration with Flex
 Custom Project - InSight integration
 Custom Project - WI DOT integration
 E9-1-1 Interface
 ERS Fire and EMS Records Interface
 Motorola ASTRO Radio Location Integration
 ProQA Medical Interface
 Wisconsin Mobile to TraCS Export Interface
 Wisconsin StateLink
 FireWorks (DEx)
 Firehouse (DEx)
 Imagetrend (DEx)
 GERP - Data Replication
 PageGate (DEx)
 TIPSS (DEx)
 ProPhoenix (DEx)

Solutions II Hardware

		Extended Price		
Qty	Description	List price	State Contract	Our Quote
Production				
2	Solutions II 2-Node VSAN			
2	HPE DL360 GEN10 6130 1P 64G 8SFF WW SVR	\$17,484	\$15,036	\$14,687
2	HPE ETHERNET 10GB 2-PORT 562FLR-SFP+ADPT	\$1,358	\$1,168	\$1,141
2	HPE 8GB DUAL MICROSD USB FLASH DRIVE	\$378	\$325	\$318
16	HPE 32GB 2RX4 PC4-2666V-R SMART KIT	\$18,720	\$16,099	\$15,725
2	HPE DL360 GEN10 XEON-G 6130 KIT	\$5,998	\$5,158	\$5,038
2	HPE DL360 GEN10 2SFF SAS/SATA BKPLN KIT	\$298	\$256	\$250
2	MS WS16 (16-CORE) STD ADD LIC AMS SW	\$1,618	\$1,391	\$1,359
4	HPE 480GB SATA 6G MU SFF SC DS SSD	\$2,596	\$2,233	\$2,181
4	HPE PWR CRD 1.83M 10A C13 TH-PH KIT	\$40	\$34	\$34

2	HPE ILO ADV 1-SVR LIC 3YR SUPPORT	\$938	\$807	\$788
1	RHEL SVR 2 SCKT/2 GST 5YR 24X7 E-LTU	\$6,170	\$5,306	\$5,183
2	MS WS16 (16-CORE) STD ROK EN SW	\$1,444	\$1,242	\$1,213
12	HPE 1.92TB SATA RI SFF SC DS SSD	\$24,780	\$21,311	\$20,815
4	HPE 2.0M 10A C13-C14 BLK JPR CORD	\$52	\$45	\$44
2	HPE BLC 10G SFP+ SFP+ 3M DAC CABLE	\$418	\$359	\$351
2	HPE 5Y FC 24X7 ILO ADV NON BL 3YR SVC	\$134	\$115	\$113
2	HPE 5Y FC 24X7 DL360 GEN10 SVC	\$8,376	\$7,203	\$7,036
1	Solutions II Witness Host			
2	HPE PWR CRD 1.83M 10A C13 TH-PH KIT	\$20	\$17	\$17
1	HPE 5Y FC 24X7 ILO ADV NON BL 3YR SVC	\$67	\$58	\$56
1	HPE DL20 GEN10 E-2136 1P 16G 4SFF SVR	\$2,119	\$1,822	\$1,780
1	HPE 500W FS PLAT HT PLG LH PWR SPLY KIT	\$309	\$266	\$260
2	HPE 16GB 2RX8 PC4-2666V-E STND KIT	\$796	\$685	\$669
2	HPE 2.0M 10A C13-C14 BLK JPR CORD	\$26	\$22	\$22
1	HPE ILO ADV 1-SVR LIC 3YR SUPPORT	\$469	\$403	\$394
1	MS WS16 (16-CORE) STD ROK EN SW	\$722	\$621	\$606
4	HPE 480GB SATA RI SFF SC DS SSD	\$2,396	\$2,061	\$2,013
1	HPE 5Y FC 24X7 DL20 GEN10 SVC	\$1,033	\$888	\$868
15	CAT6 ~15'	\$165	\$142	\$138

DR

2	Solutions II 2-Node VSAN			
2	HPE DL360 GEN10 6130 1P 64G 8SFF WW SVR	\$17,484	\$15,036	\$14,687
2	HPE ETHERNET 10GB 2-PORT 562FLR-SFP+ADPT	\$1,358	\$1,168	\$1,141
2	HPE 8GB DUAL MICROSD USB FLASH DRIVE	\$378	\$325	\$318
16	HPE 32GB 2RX4 PC4-2666V-R SMART KIT	\$18,720	\$16,099	\$15,725
2	HPE DL360 GEN10 XEON-G 6130 KIT	\$5,998	\$5,158	\$5,038
2	HPE DL360 GEN10 2SFF SAS/SATA BKPLN KIT	\$298	\$256	\$250
2	MS WS16 (16-CORE) STD ADD LIC AMS SW	\$1,618	\$1,391	\$1,359
4	HPE 480GB SATA 6G MU SFF SC DS SSD	\$2,596	\$2,233	\$2,181
4	HPE PWR CRD 1.83M 10A C13 TH-PH KIT	\$40	\$34	\$34
2	HPE ILO ADV 1-SVR LIC 3YR SUPPORT	\$938	\$807	\$788
1	RHEL SVR 2 SCKT/2 GST 5YR 24X7 E-LTU	\$6,170	\$5,306	\$5,183
2	MS WS16 (16-CORE) STD ROK EN SW	\$1,444	\$1,242	\$1,213
12	HPE 1.92TB SATA RI SFF SC DS SSD	\$24,780	\$21,311	\$20,815
4	HPE 2.0M 10A C13-C14 BLK JPR CORD	\$52	\$45	\$44
2	HPE BLC 10G SFP+ SFP+ 3M DAC CABLE	\$418	\$359	\$351
2	HPE 5Y FC 24X7 ILO ADV NON BL 3YR SVC	\$134	\$115	\$113
2	HPE 5Y FC 24X7 DL360 GEN10 SVC	\$8,376	\$7,203	\$7,036
1	Solutions II Witness Host			
2	HPE PWR CRD 1.83M 10A C13 TH-PH KIT	\$20	\$17	\$17
1	HPE 5Y FC 24X7 ILO ADV NON BL 3YR SVC	\$67	\$58	\$56

1	HPE DL20 GEN10 E-2136 1P 16G 4SFF SVR	\$2,119	\$1,822	\$1,780
1	HPE 500W FS PLAT HT PLG LH PWR SPLY KIT	\$309	\$266	\$260
2	HPE 16GB 2RX8 PC4-2666V-E STD KIT	\$796	\$685	\$669
2	HPE 2.0M 10A C13-C14 BLK JPR CORD	\$26	\$22	\$22
1	HPE ILO ADV 1-SVR LIC 3YR SUPPORT	\$469	\$403	\$394
1	MS WS16 (16-CORE) STD ROK EN SW	\$722	\$621	\$606
4	HPE 480GB SATA RI SFF SC DS SSD	\$2,396	\$2,061	\$2,013
1	HPE 5Y FC 24X7 DL20 GEN10 SVC	\$1,033	\$888	\$868
15	CAT6 -15'	\$165	\$142	\$138
VMware				
2	VMWARE VCENTER SERVER 6 (FOUNDATION or Standard) - Agency Provided	\$0	\$0	\$0
8	VMware vSAN 6 Standard for 1 processor	\$20,520	\$19,084	\$18,673
40	Production Support/Subscription for VMware vSAN 6 Standard for 1 processor for 1 year	\$25,176	\$25,176	\$25,176
10	VMWARE VSPHERE 6 (STANDARD or Enterprise Plus) FOR 1 PROCESSOR - Agency Provided	\$0	\$0	\$0
Backup				
1	Veeam Backup & Replication - Enterprise Plus - 5 Years Subscription Upfront Billing & Production (24/7) Support- Public Sector	\$5,063	\$4,708	\$4,607
2	4BAY NAS RACK STATION REDUNDANTPERP PWR DISKLESS RSB18RP+	\$2,936	\$2,730	\$2,672
8	8TB RED PRO SATA NAS HARD DRIVEDRV 3.5IN	\$2,920	\$2,716	\$2,657
Professional Services				
1	Installation and Integration for Custom 2-3 Node Cluster + 2-3 Node Cluster DR	\$32,500	\$32,500	\$32,500
Subtotal				
		\$286,962	\$257,063	\$252,477
Sales Tax				
				Tax Exempt
Grand Total:				
		\$286,962	\$257,063	\$252,477
Managed Services				
3	Solutions II Managed Services (3 Years)		\$47,626	\$142,878

Included Agencies:**Brown County Public Safety Communications - Host Agency****Law Enforcement Agencies:**

Ashwaubenon Public Safety Department

Austin Straubel Int'l Airport

Brown County Sheriff's Department

De Pere Police Department

Green Bay Police Department

Hobart-Lawrence Police Department

Oneida Police Department

Pulaski Police Department

Pulaski Police Department

University of WI Green Bay

Fire Agencies:

Bellevue Fire Department

De Pere Fire Department

Green Bay Fire Department

Ledgeview Fire Department

Pulaski Tri-County Fire Department

Suamico Fire Department

Village of Howard Police Department

Wrightstown Fire Department

Wrightstown Fire Department

Wrightstown Police Department

Ashwaubenon Public Safety

Austin Straubel Int'l Airport

County Rescue

Denmark Fire

NEW Gold Cross Rescue

Greenleaf Fire

Hobart Fire

Hollandtown Fire

Lawrence Fire

Morrison Fire

New Franken Fire

Wayside Fire

Payment Milestones	
Contract Signing (within 30 days)	\$344,155
Delivery of Project Schedule	\$68,831
Installation of Software on 2 environments	\$247,791
Conclusion of Project Team Training	\$178,960
Data Conversion	\$27,532
Conclusion of End User Training	\$137,662
Go-Live	\$192,727
Final Project Acceptance (means the completion and delivery of all remaining project punch list items and interfaces.)	\$178,960
Total	\$1,376,619

After Hour Current Support Fee Schedule/Rates: For Reference Only (subject to change)	
On Site Assistance	\$165/hr.
After Hours (Mon-Sat)	\$247.50/hr.
After Hours (Sun & Holidays)	\$330/hr

Exhibit C
Existing Interfaces – Technical Product Documents

The information contained in this document is proprietary to Motorola Solutions, Inc. Any functionality or service not explicitly covered in this document is not implied.

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Exhibit D
Custom Interfaces – Scope of Work

The information contained in this document is proprietary to Motorola Solutions, Inc. Any functionality or service not explicitly covered in this document is not implied.

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Exhibit E
Data Conversion – Scope of Work

Accepted:
Spillman

(Authorized Signature)

Name:

Title:

Date:

Accepted:
Brown County Communications

(Authorized Signature)

Name:

Troy Streckenbach

Title:

Brown County Executive

Date:

06-24-2019

Accepted:
White Box

(Authorized Signature)

Name: Derek Smith

Title: President

Date: April 21, 2019

Exhibit F Managed Services – Scope of Work

Implementation

Scope

The following list of equipment and software will be in scope for this engagement:

- Six rack mount servers
- VMware Software
- Veeam Backup and Replication software
- NAS Backup Targets
- Initial OS Configuration
- All work will be performed onsite and remotely during normal business hours

Implementation

1. Project Management
 - a. Solutions II will provide a Project Manager to facilitate the project delivery from initiation through completion.
2. Implementation
 - a. Project kickoff and Pre-Implementation Planning
 - ✓ Facilitate Internal/External Kick Off Meetings
 - ✓ Identify network (IPs, DNS, connectivity, etc.) and facilities readiness (rack, power, cabling, etc.)
 - ✓ Validate hardware and software receipt
 - ✓ Arrange for remote access
 - b. Production Site Infrastructure installation and configuration (2 Node VSAN + Witness)
 - ✓ 3 Rack Mount Servers
 - Work with agency team on physical installation of servers
 - Cable server ensuring redundancy based on supporting infrastructure
 - Configure management interfaces as necessary
 - Configure RAID controller on servers
 - ✓ VMware vSphere + vSAN
 - Install ESXi on the host servers
 - Install and configure the VMware vCenter appliance
 - Install and configure the vSAN witness appliance
 - Enable vSAN on servers
 - Configure vSAN Disk Groups
 - Configure vSAN Network
 - Configure vSwitches as needed on the ESXi hosts
 - Create up to three virtual machines to support the environment
 - Spillman

- Veeam
 - GIS
 - ✓ Veeam Backup and Replication
 - Installation of NAS backup target
 - Configure and install NAS device
 - Installation of Veeam backup on designated VM's on vSAN Witness Host
 - Obtain Client backup requirements
 - Creation of Backup jobs for Spillman Environment per requirements
 - Creation of Backup schedule
 - Configuration of Email alerts
 - c. DR / Test site infrastructure installation and configuration (Single Host)
 - ✓ 3 Rack Mount Servers
 - Work with agency team on physical installation of servers
 - Cable server ensuring redundancy based on supporting infrastructure
 - Configure management interfaces as necessary
 - Configure RAID controller on servers
 - ✓ VMware vSphere + vSAN
 - Install ESXi on the host servers
 - Install and configure the VMware vCenter appliance
 - Install and configure the vSAN witness appliance
 - Enable vSAN on servers
 - Configure vSAN Disk Groups
 - Configure vSAN Network
 - Configure vSwitches as needed on the ESXi hosts
 - Create or clone up to three virtual machines to support the environment
 - Spillman Test
 - Veeam
 - GIS Test
 - ✓ Veeam Backup and Replication
 - Installation of NAS backup target
 - Configure and install NAS device
 - Installation of Veeam backup on designated VM's on vSAN Witness Host
 - Setup Spillman and GIS virtual machines for replication
 - Define data sources, replication order and destinations on agencies existing infrastructure.
 - Configure re-IP rules
 - Define job schedule
 - d. Disaster Recovery Testing
 - ✓ Simulated failover test
 - Start and test a copy of the Spillman server VM at the DR site to ensure failover functionality without down time.
 - OR
 - Full DR failover test
-

- The Spillman server is shutdown at the primary site and brought up at the DR site.
- 3. Knowledge Transfer
 - a. Solutions II will provide knowledge transfer for the installation, configuration, ongoing management and administration of implemented environment.
- 4. Deliverables

At the conclusion of this project, Solutions II will provide the following documentation:

 - ✓ Cabling Diagrams
 - ✓ Rack Diagrams
 - ✓ Configuration Documents

Managed Service: Scope & Client Responsibilities

Scope

The following list of equipment, software and services will be in scope for this engagement:

- Three HPE rack mount servers
 - 1. Two DL360
 - 2. One DL20
- VMware software running on in scope hardware
 - 1. vSphere
 - 2. vSAN
 - 3. vCenter
- Veeam Backup and Replication software at Production and DR sites
- NAS Backup Targets at Production and DR sites
- Bi-Annual Disaster Recovery Testing

Out of Scope

- DR Site Server Hardware
 - Firmware Updates
 - Monitoring
 - Remediation
- DR Site VMware Software
 - vSphere administration, patches and updates
 - vSAN administration, patches and updates
 - Monitoring
 - Remediation
- DR Site OS administration and updates
- Remediation tasks identified from DR testing outside of in scope hardware and software

Client Responsibilities

- DR Site Hardware

- Keep firmware versions in sync with production site hardware
 - Work with the hardware vendor to remediate hardware issues.
- DR site VMware administration
 - Keep vSphere and vSAN versions in sync with the production site
 - vSphere administration
 - Keep vSphere configuration and settings in sync with the production site
 - vSAN administration
 - Keep vSAN configuration and settings in sync with the production site
- DR site OS administration and OS Updates
 - Keep the Veeam server VM's OS in sync with the production site

Managed Service: Solutions II Responsibilities

Onboarding

- Configure performance and capacity monitoring for in scope systems
- Setup alerts for common issues and remote management of in scope systems
- Setup service desk ticketing system
- Review service level agreements, escalation and change management process
- Review managed service support team and tasks
- Gain agreement on escalation and change management process

Infrastructure Administration and Management of In Scope Systems and Software

- Daily Monitoring of systems health and availability
- Spillman Flex Application Monitoring
 - Database service and logs
 - Web Interface Monitoring
 - Tomcat and Interfaces server service and log monitoring
 - Server Performance Monitoring
- Address tickets opened by the client team as needed
- Diagnosis and remediate issues as needed for all in scope systems
 - Hardware failures
 - Alerts or Errors
 - Performance problems
 - Connection issues
 - Open and work tickets with manufacturer support as needed
- Hardware firmware updates
 - Upgrades and patches based on how often the vendor releases updates and applicability of the updates to the environment, with the assumption the client's environment can support the released code
 - Priority given to address critical security vulnerabilities or bugs
- Storage administration
 - Regular reviews of monitoring metrics and alerts
 - Reallocation and changes to storage configuration as needed
- VMware administration
 - ESXi host settings
 - Virtual machine configuration changes
 - vSwitch reconfiguration to support external changes
 - Virtual machine relocations in the cluster
 - vCenter configuration
 - License management
 - Remediation of issues
 - Open and work tickets with VMware support as needed
 - Scheduled software upgrades and updates

- Scheduled upgrades and patches to all in scope systems of licensed and installed VMware software, with the assumption the client's environment can support the released software.
- As needed critical security vulnerability patching
- Operating System administration
 - Configure or reconfigure devices for environment changes and performance as needed
 - Manage file system permissions
 - File system expansion
 - Regular reviews of monitoring metrics and alerts
 - Scheduled operating system updates
 - Scheduled patches to all operating systems running on in scope systems, with the assumption the client's environment can support the released software.
 - Operating system upgrades as needed to support the primary application
 - As needed critical security vulnerability patching of the operating system

Backup Administration

- Ensure backups complete successfully
- Perform scheduled data recovery tests
- Remediate issues with backup failures
- Open and work tickets with backup software vendor as needed
- Adjust schedules and backup sets as needed
- Monitor backup size and free space on backup target
- Perform up to 5 restores per month
- Scheduled updates of the backup software
- Scheduled upgrades and patches to the backup application, with the assumption the client's environment can support the released software
- As needed critical security vulnerability patching of the backup software

DR Failover Testing

- Bi-Annual scheduled failover test using in-scope DR orchestration software
- Failover status report with remediation recommendations

Emergency DR Failover Assistance

- Assist with disaster recovery failovers during a production site failure

Out of Scope Work

Any out of scope or additional work associated with the customer's environment will be charged at an hourly rate of \$240 an hour

Pre-Paid Maintenance Addendum

This executed Addendum provides Customer with four (4) years of pre-paid maintenance, plus the first year of maintenance included in the purchase price, resulting in a total of five (5) years of maintenance, with the next payment due at the start of year six (6).

Pre-paid maintenance total: \$565,884

This executed Addendum will take effect upon Customer's written notice to Motorola Solutions of funding approval. Such notice must be made prior to December 30, 2019.

Customer reserves the right to void this signed Addendum without penalty until December 30, 2019. Such notice must be submitted in writing to Motorola Solutions, Inc. by December 30, 2019; otherwise, this executed Addendum takes effect on December 31, 2019.

Accepted and Approved:

Customer

Signature: 

Print Name: Troy Streckenbach

Title: Brown County Executive

Date: 06-24-2019

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

FLEX

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola.

Brown County Public Safety Communications, WI

Signature: Print Name: Cullen PeltieTitle: DirectorPhone: 920-391-7430Date: 6-24-19

Shared Agencies

Ashwaubenon Public Safety Department
Austin Straubel International Airport
Bellevue Fire Department
Brown County Sheriff's Department
County Rescue
Denmark Fire Department
De Pere Fire Rescue
De Pere Police Department
Gold Cross (NEW Rescue)
Greenleaf Fire Department
Green Bay Metro Fire Department
Green Bay Police Department
Hobart Fire Department
Hobart-Lawrence Police Department
Hollandtown Fire Department
Howard Fire Department
Lawrence Fire Department
Ledgeview Fire Department
Morrison Fire Department
New Franken Fire Department
Oneida Tribal Police

Pulaski Fire Department
Pulaski Police Department
Suamico Fire Department
University of Wisconsin Green Bay Police
Wayside Fire Department
Wrightstown Fire Department
Wrightstown Police Department

Support the transfer of ownership and maintenance costs of the Water Circle Place outdoor warning siren

Oneida Business Committee Agenda

1. Meeting Date Requested: 9 / 11 / 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:

Notify Outagamie County the Oneida Nation will accept transfer of ownership and maintenance costs of outdoor warning siren located at Water Circle Place, effective 1 January 2020.

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:

Kaylynn Gresham, Director Emergency Management

Your Name, Title / Dept. or Tribal Member

Additional Requestor:

Robert Keck, Director Risk Management

Name, Title / Dept.

Additional Requestor:

Name, Title / Dept.

Oneida Business Committee Agenda Request

6. Cover Memo:

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

Oneida Emergency Management is providing documentation and discussion in support of the Oneida Nation accepting transfer of ownership and maintenance costs of the outdoor warning siren located at Water Circle Place from Outagamie County, effective 1 January 2019. Emergency Management is requesting permission to notify Outagamie County Emergency Management before the requested deadline of September 15, 2019 that the Oneida Business Committee support the transfer of ownership and maintenance costs associated with the outdoor warning siren located at Water Circle Place.

- 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
Office of Emergency Management
2783 Freedom Road, Oneida WI 54155
o-920-869-6650, c-920-366-0411
kgresham@oneindanation.org

TO: Oneida Business Committee

FM: Emergency Management

REF: Recommendation to accept ownership of Warning Siren Located at Water Circle Place

Date: September 3, 2019

The Oneida Nation received a request from Outagamie County to take ownership of the outdoor warning siren located at Water Circle Place. Outagamie County Board of Supervisors passed a Resolution June 12, 2018 transferring ownership and maintenance costs of all outdoor warning sirens located in Outagamie County to the local municipalities effective January 1, 2020. Outagamie County is seeking a response from the Oneida Nation by September 15, 2019, whether the Nation intends to take ownership of the outdoor warning siren located at Water Circle Place. See the letter attached dated April 17, 2019; stamped received by the OBC Support Office April 29, 2019 and follow up email dated August 13, 2019.

There is no cost for the transfer of ownership of the outdoor warning siren. Once the transfer of ownership of the outdoor warning siren to the Nation occurs, the Nation will be responsible for the cost of maintenance of the outdoor warning siren. Outagamie County provided maintenance costs for the outdoor warning siren for 2015 through 2017; 2015 \$1664.58; 2016 \$910.98; 2017 \$1868.45. (See attached correspondence between Emergency Management and Outagamie County Emergency Management) Emergency Management believes the annual maintenance cost for the outdoor warning siren located at Water Circle Place should be a shared expense between Emergency Management, Department of Public Works and Utilities. Emergency Management has not yet contacted DPW or Utilities to discuss the sharing of this expense. The cost per year for the maintenance of the outdoor warning siren seems to differ quite a bit, Emergency Management does not feel that this fluctuation in expenses per year should negatively influence the Nations consideration to take ownership of the outdoor warning siren. Outagamie County currently uses Faith Technologies as their vendor for siren maintenance. Faith Technologies is a vendor with the Oneida Nation.

Outagamie County will continue to own and maintain the infrastructure required to activate the outdoor warning system pursuant to their County Policy (see attached), which dictates that siren activation be triggered by National Weather Service Tornado Warnings. Outagamie County will continue to maintain the countywide system software and cover the costs associated with the countywide activation software and maintenance.

Emergency Management met with Risk Management and corresponded with the Oneida Law Office in reference to taking ownership of the Warning Siren. Risk Management informed Emergency Management that there is minimal cost to insure the Warning Siren, less than \$100 per year. The Oneida Law Office informed Emergency Management that it is not necessary for a Legal Review to occur for the Nation to accept the transfer of ownership and maintenance of the outdoor warning siren. Once the Nation receives the formal letter of transfer of ownership

from Outagamie County for the outdoor warning siren, the transfer of ownership letter will need to be sent to the Law Office for review.

Based on all communications between Emergency Management, Risk Management, Oneida Law Office and Outagamie County Emergency Management, it is the recommendation of the Oneida Nation Emergency Management Department that the Oneida Nation inform Outagamie County that the Nation will accept ownership and take responsibility for the maintenance of the outdoor warning siren located at Water Circle Place, effective January 1, 2020.

----- End of Report -----

Kaylynn Gresham
Director Emergency Management
Oneida Nation

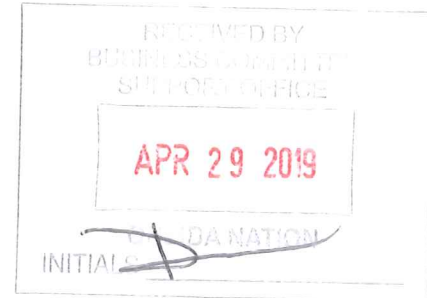
Included: Outagamie County Executive letter to Chairman Tehassi Hill
 Email: Outdoor Warning Siren Ownership Transition Follow Up from Craig Moser
 Email: Siren from Lisa Van Schyndel and Kaylynn Gresham, Robert Keck and
 Kelly McAndrews
 Outagamie County Emergency Management Policy for Activation of Outdoor
 Warning System (Sirens)
 Outagamie County Board Meeting June 12, 2018 with attached Resolution
 approving transfer of ownership of outdoor warning sirens
 Outdoor warning Siren Ownership Transfer Questions & Answers



OUTAGAMIE COUNTY EXECUTIVE
Thomas M. Nelson
320 South Walnut St.
Appleton, WI 54911
920.832.1684
thomas.nelson@outagamie.org

April 17, 2019

Mr. Tehassi Hill, Tribal Chairman
 Oneida Nation of Wisconsin
 PO Box 365
 Oneida, WI 54155



Chairman Hill,

In accordance with County Board Resolution 21—2018-2019 (copy attached), Outagamie County is planning for the transition of ownership and maintenance of the outdoor warning sirens to local jurisdictions, effective Jan. 1, 2020. To help us all plan for this transition, we're reaching out to our partners well in advance of budget season.

As noted in the resolution, Outagamie County will continue to own and maintain the infrastructure required to activate the outdoor warning system pursuant to county policy, which dictates that siren activation be triggered by National Weather Service Tornado Warnings. Consistency across jurisdictions is highly preferable when it comes to siren activation policies. However, local entities would have the option of disconnecting from the county system and purchasing their own software if they wish to implement different activation criteria.

The county will continue to educate the public about the fact that *no single piece of public warning technology is capable of alerting all people at all times*. Outdoor warning sirens have many components and are subject to the elements. Despite routine maintenance and care, they may not sound when activated. Fortunately, there are many other methods to provide immediate, potentially life-saving warnings and *actionable information to the public*, including NOAA weather radios, broadcast television, the cable TV Emergency Alert System, the Wireless Emergency Alert System, the county's At-Hoc mass notification system and numerous weather apps, such as FEMA's free app.

Please let us know your decision on taking ownership by Aug. 15, 2019. *If the county receives no direction from your entity, it will be understood that ownership will be transferred as of Jan. 1, 2020.* If you have any questions, please contact Lisa Van Schyndel at (920) 832-5148 or Craig Moser at (920) 832-1683 or e-mail lisa.vanschyndel@outagamie.org or craig.moser@outagamie.org.

Sincerely,


 Thomas M. Nelson
 County Executive


 Jeffrey T. Nooyen
 County Board Chair


 Clint Kriewaldt
 Sheriff


 Lisa Van Schyndel
 EM Director

Copy: Oneida Nation Emergency Manager Kaylynn Gresham

Kaylynn Gresham

From: Moser, Craig W. <Craig.Moser@outagamie.org>
Sent: Tuesday, August 13, 2019 10:24 AM
To: 'Danielle Block'; 'Ashley Janke'; 'chris.wenner70@gmail.com'; Kaylynn Gresham; 'Jim V. March'; 'Ethan Kroll'; 'lorithiel@new.rr.com'; 'Kraft, Ryan L'; 'rbuntrock@seymour-pd.com'; 'jschlueter@newlondonwi.org'; 'cgregory@newlondonwi.org'; 'phanlon@newlondonwi.org'; 'lleone@newlondonwi.org'; 'spywok@aol.com'; 'gieser@combinedlocks.org'; 'joelg@townofgreenville.com'
Cc: Van Schyndel, Lisa M.
Subject: Outdoor Warning Siren Ownership Transition Follow Up
Attachments: Res. No. 21--2018-19.pdf; Siren QA.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good Morning,

This e-mail follows up on correspondence from Outagamie County to your municipality in April regarding the county's policy to transition the ownership and maintenance of the outdoor warning sirens to municipalities, effective Jan. 1, 2020. We have not yet heard from your municipality regarding accepting ownership of the outdoor warning siren(s) located in your municipality. As a reminder, the deadline provided for notification to the county was August 15th. While we would appreciate hearing from you as soon as possible, we have extended that deadline to Sept. 15th to allow sufficient time for your municipality to make a final decision.

We've attached the County Board Resolution 21—2018-2019 and Outdoor Warning Siren FAQ provided with the April communication and welcome any additional questions you may have.

Thanks in advance,

Craig Moser, Deputy Director – Department & Board Relations
Financial Services | Outagamie County
(920) 832-1683
Craig.Moser@outagamie.org

Kaylynn Gresham

From: Kelly M. McAndrews
Sent: Friday, August 30, 2019 12:39 PM
To: Kaylynn Gresham; Robert C. Keck
Cc: Oneida Law; Heidi M. Wennesheimer
Subject: RE: Siren- transfer of ownership of Warning Siren

No. However, once formal letter of ownership transfer is sent to you, that should be sent to me for review.

From: Kaylynn Gresham <kgresham@oneidanation.org>
Sent: Thursday, August 29, 2019 10:59 AM
To: Robert C. Keck <RKECK@oneidanation.org>; Kelly M. McAndrews <kmcandre@oneidanation.org>
Subject: FW: Siren

Good morning Kelly,

I contacted Outagamie County about their request of Oneida taking ownership of the Warning Siren on Water Circle Place. Below are the responses to the questions we asked about the transfer. I am inquiring as to whether the Oneida Law Office would need to weigh in on the recommendation to the Oneida Business Committee for the acceptance of the transfer. It appears the costs for the past three years differ quite a bit from year to year. I am not sure where the funding would come from for the cost of Siren maintenance. I believe a discussion would need to occur between Emergency Management, DPW, and possibly utilities for maybe splitting the cost. Essentially I am seeking your input as to whether or not this needs a Law Office review before the recommendation is sent to the Business Committee for acceptance of ownership of the Siren. Thank you for your assistance.

Kaylynn

From: Van Schyndel, Lisa M. <Lisa.VanSchyndel@outagamie.org>
Sent: Wednesday, August 28, 2019 2:22 PM
To: Kaylynn Gresham <kgresham@oneidanation.org>
Cc: Robert C. Keck <RKECK@oneidanation.org>; Moser, Craig W. <Craig.Moser@outagamie.org>
Subject: RE: Siren

- 1) Please provide a copy of the county's activation policy for review.
See attached.
- 2) Will there be an MOU/MOA entered into for the continued activation of the Sirens, between the Nation and Outagamie County? Are other municipalities entering into MOU/MOA's for the county's continued activation of the Sirens?
No-See the attached Resolution
- 3) Can you provide the address/location of the Siren and a value statement for each Siren.
Per our statement of value from the County's property insurance each siren is insured for \$24,588.01 which is full replace value. Your location of the siren is at Water Circle Place.

- 4) What is meant in the resolution provided, “along with the transfer of annual maintenance costs using a three-year average with the county’s levy authority”?

This portion does not apply to the Oneida Nation, as it relates to the state-imposed levy limit cap the county and municipalities are required to operate under. In essence, the county is providing a mechanism for municipalities to levy additional taxes to cover the annual maintenance costs associated with the outdoor warning sirens.

- 5) What is the anticipated cost of the transfer?

There is no cost for the siren transfer.

- 6) What is the current cost of maintenance of the Sirens?

The did a three year average of all sirens within Outagamie County and that average was \$500 per year per siren. Looking specifically at your three year cost without the siren move in 2015 was:

- 2015- \$1664.58
- 2016- \$910.98
- 2017-\$1868.45

- 7) In the document provided concerning questions and answers, the first questions answer states: The county will maintain the countywide system software for activation purposes only. Can you please elaborate, there was some confusion as to whether there is additional software systems that the Nation would need to provide, it was presumed that the Sirens were only used for activation for a tornado warning. Just seeking clarification.

The Nation would not need to have any additional software, we would maintain the county software that is needed to activate the sirens when the National Weather Service issues the tornado warning.

- 8) Will a formal letter of ownership transfer be provided to the Nation on or about 1 January 2020?

Yes

From: Kaylynn Gresham [<mailto:kgresham@oneidanation.org>]

Sent: Tuesday, August 27, 2019 2:32 PM

To: Van Schyndel, Lisa M.

Cc: Robert C. Keck; Moser, Craig W.

Subject: RE: Siren

Good afternoon,

Oneida is interested in taking ownership of the 2 (two) sirens located on the reservation, we do have a few questions that we would appreciate if you could answer before we give our final agreement.

- 1) Please provide a copy of the county’s activation policy for review.
- 2) Will there be an MOU/MOA entered into for the continued activation of the Sirens, between the Nation and Outagamie County? Are other municipalities entering into MOU/MOA’s for the county’s continued activation of the Sirens?
- 3) Can you provide the address/location of the Siren and a value statement for each Siren.

- 4) What is meant in the resolution provided, “along with the transfer of annual maintenance costs using a three-year average with the county’s levy authority”?
- 5) What is the anticipated cost of the transfer?
- 6) What is the current cost of maintenance of the Sirens?
- 7) In the document provided concerning questions and answers, the first questions answer states: The county will maintain the countywide system software for activation purposes only. Can you please elaborate, there was some confusion as to whether there is additional software systems that the Nation would need to provide, it was presumed that the Sirens were only used for activation for a tornado warning. Just seeking clarification.
- 8) Will a formal letter of ownership transfer be provided to the Nation on or about 1 January 2020?

These are the initial questions that were discussed based on the information that was sent out. I will provide the Business Committee with my recommendations once I receive the responses to the above questions. Thank you for your time.

Kaylynn Gresham
Director Emergency Management
Oneida Nation

From: Van Schyndel, Lisa M. <Lisa.VanSchyndel@outagamie.org>
Sent: Tuesday, August 27, 2019 8:30 AM
To: Kaylynn Gresham <kgresham@oneidanation.org>
Subject: Siren

Good Morning:

Hope all is going well. Is Oneida planning on accepting ownership of the sirens?

Lisa Van Schyndel, Director
Emergency Management | Outagamie County
320 S. Walnut Street | Appleton, WI 54911
920.832.5148
lisa.vanschyndel@outagamie.org
www.outagamie.org

Outagamie County Emergency Management		Title: Policy for Activation of Outdoor Warning System (Sirens)
Policy/Guideline: P-#2	Issued Date: 4/11/2017	Updated : 8/28/2019

Purpose:

Provide a clearly defined procedure for activation of Outdoor Warning Sirens throughout Outagamie County.

Discussion/Procedure:

The Outdoor Warning Sirens are intended only to inform those who are outside. This system is not designed to warn residents within the confines of any residential, commercial, educational or other structure.

When the National Weather Service of Green Bay issues a Tornado Warning for Outagamie County, the Outdoor Warning Sirens shall be automatically activated by the AtHoc Software.

If a Tornado Warning is extended or has targeted another area of Outagamie County, a new warning will be issued by the National Weather Service of Green Bay and the sirens would again activate through the AtHoc software. The sirens will not be activated for an "ALL CLEAR".

**OUTAGAMIE COUNTY BOARD MEETING
JUNE 12, 2018**

RESOLUTION NO. 21—2018-19

Supervisor Grady moved, seconded by Supervisor Sturn, for adoption

RESOLUTION NO. 21—2018-19 IS ADOPTED.

6/12/2018 7:47:42 PM
RollCall Systems, Inc.



Voting Results for RES. NO. 21 - APPROVE TRANSFER 1/1/2020 OF OUTDOOR WARNING SIRENS TO MUNICIPALITIES

Passed By Majority Vote

YES: **29** NO: **4** ABSTAIN: 0 ABSENT: **3**

1 - THOMPSON			YES	19 - MARCKS			YES
2 - MILLER			YES	20 - THOMAS			YES
3 - GRADY			YES	21 - THYSSEN			YES
4 - PATIENCE			YES	22 - HAGEN			YES
5 - GABRIELSON			YES	23 - KLEMP			YES
6 - KONETZKE			YES	24 - IVERSON			YES
7 - HAMMEN			ABSENT	25 - NOOYEN			YES
8 - VACANT			ABSENT	26 - DUNCAN			NO
9 - J. KRUEGER			YES	27 - CULBERTSON			YES
10 - LAMERS			YES	28 - STURN			YES
11 - DILLENBERG			NO	29 - BUCHMAN			YES
12 - MC DANIEL			YES	30 - WOODZICKA			ABSENT
13 - WEGAND			YES	31 - CLEGG			NO
14 - DE GROOT			YES	32 - VANDERHEIDEN			YES
15 - PETERSON			YES	33O'Connor-Schevers			YES
16 - SCHROEDER			YES	34 - RETTLER			NO
17 - CROATT			YES	35 - MELCHERT			YES
18 - SPEARS			YES	36 - SUPRISE			YES

RESOLUTION NO.: 21—2018-19

TO THE HONORABLE, THE OUTAGAMIE COUNTY BOARD OF SUPERVISORS

LADIES AND GENTLEMEN:

MAJORITY

1 Outdoor warning sirens are a limited and localized tool capable of notifying citizens
2 within approximately a one-mile radius of the siren. A recent statewide survey indicated
3 that counties in Wisconsin owned and operated 15 percent of sirens, while
4 municipalities owned and managed 77 percent. Outagamie and Winnebago counties are
5 the only counties in northeast Wisconsin that own and operate an outdoor siren system.
6 Outagamie County has invested in and is promoting the use of supplemental tools such
7 as the AtHoc Mass Notification System and NOAA weather radios. In conjunction with
8 the sirens, these tools provide essential warning redundancy and maximize public safety
9 in the event of severe weather or other emergencies.

10
11 NOW THEREFORE, the undersigned members of the Public Safety Committee recommend
12 adoption of the following resolution.

13 BE IT RESOLVED, that the Outagamie County Board of Supervisors does authorize and
14 approve of transferring ownership and maintenance of the outdoor warning sirens on January 1, 2020 to
15 Outagamie County municipalities along with a transfer of annual maintenance costs using a three-year
16 average with the county's levy authority, and

17 BE IT FURTHER RESOLVED, that Outagamie County will continue to own and maintain the
18 infrastructure required to activate the outdoor warning system following the county's Activation Policy,
19 and

20 BE IT STILL FURTHER RESOLVED, that Outagamie County will shift resources currently
21 being spent on the outdoor warning siren system to programs available to all Outagamie County
22 residents, including the AtHoc Mass Notification System and the NOAA Weather Radio program, as
23 well as education and outreach to municipalities on these tools in order to enhance public safety
24 notification in Outagamie County, and

1 BE IT FINALLY RESOLVED, that the Outagamie County Clerk be directed to forward a copy
2 of this resolution to the Outagamie County Finance Director, the Outagamie County Sheriff, the
3 Outagamie County Executive and the Outagamie County Emergency Management Director.

4 Dated this 12th day of June 2018

5 Respectfully Submitted,

6 PUBLIC SAFETY COMMITTEE

7
8
9
10
11 Dan Grady
12 Dan Grady

Katrin Patience
Katrin Patience

13
14
15
16 Daniel Dillenberg
17 Daniel Dillenberg

James Duncan
James Duncan

18
19
20
21
22 Mike Woodzicka

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24
25
26 Duly and officially adopted by the County Board on: June 12, 2018

27
28
29 Signed:

[Signature]
Board Chairperson

[Signature]
County Clerk

30
31
32 Approved:

6.14.18

Vetoed: _____

33
34
35 Signed:

[Signature]
County Executive

Outdoor Warning Siren Ownership Transfer Questions & Answers

Question: Will there be costs for hardware/software?

Answer: Not as part of the transition of ownership. After Jan. 1, 2020, the municipalities will be responsible for any hardware maintenance issues and/or cost. The county will maintain the countywide system software for activation purposes only.

Question: Will the Sheriff's Department operate the sirens as directed by the municipality?

Answer: No, the county will continue to activate based on county policy, which requires activation when the National Weather Service issues a tornado warning.

Question: Will there be separate charges from the Sheriff's Department for labor costs, console modifications, protocol upgrades, tele-communicator training, etc.?

Answer: No, municipalities will not be charged by the county for anything related to the outdoor sirens. Following the ownership transfer, any costs for maintenance, upgrades or relocation of the physical siren would be the responsibility of the municipality.

Question: Are there going to be costs to the municipality for long-term software upgrades and maintenance?

Answer: At this time, the county will cover the costs associated with the countywide activation software and maintenance.

Question: Are there expected costs for siren upgrades? What are those costs?

Answer: Once a municipality takes ownership it can make the determination of when to replace its outdoor warning siren(s). The estimated cost of a new siren with pole is approximately \$25,000.

Question: Are municipalities able to select their own vendors for siren maintenance/repair?

Answer: Yes, the county currently utilizes Faith Technologies, but municipalities could use other vendors.

Question: Are the municipalities responsible for the electrical cost to run the sirens?

Answer: Yes. After ownership is transferred, electrical costs will be the responsibility of the municipality. This was factored into the levy-transfer calculation.

Question: Can municipalities develop their own guidelines for activation separate from other municipalities if any choose to take on the warning system?

Answer: Municipalities that choose to accept ownership, but wish to develop their own activation criteria would be disconnected from the county system and could opt to purchase the appropriate hardware and software required to activate their system independently.

Question: Will the municipalities own the sirens?

Answer: Yes

Question: What is the life expectancy of outdoor warning sirens?

Answer: In the past, the county has budgeted for 20-year replacement. Some units are still functioning properly after 40 years of service, however.

Question: What is the cost to replace a siren?

Answer: Replacement cost of a pole and siren is approximately \$25,000.

Question: Will there be cost-sharing among municipalities if more than one community chooses to take responsibility for the outdoor warning system?

Answer: That would be a decision between local municipalities. Should municipalities choose to develop activation criteria that differs from the county's, their sirens would be removed from the county system.

Oneida Business Committee Agenda Request

Re-post four (4) vacancies - Oneida Youth Leadership Institute Board of Directors

1. Meeting Date Requested: 09 / 11 / 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:

Vacancies for the Oneida Youth Leadership Institute Board of Directors were posted with an application deadline of August 23, 2019. As of this date Zero (0) applications have been received.

This will be the 4th attempt to fill all four (4) vacancies due to no applicants.

Action requested:

Approve request to re-post four (4) vacancies for the Oneida Youth Leadership Institute Board of Directors.

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

Re-post one (1) vacancy - Oneida Nation Arts Board

1. Meeting Date Requested: 09 / 11 / 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:

Re-post one (1) vacancy - Oneida Nation Arts 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, 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:

One (1) vacancy for the Oneida Nation Arts Board was posted with an application deadline of August 23, 2019. As of this date Zero (0) applications have been received.

This will be the 2nd attempt to fill the vacancy due to no applicants.

Action requested:

Approve request to re-post one (1) vacancy for the Oneida Nation Arts Board.

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

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

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

Oneida Business Committee Agenda Request

Re-post two (2) vacancies - Oneida Land Claims Commission

1. Meeting Date Requested: 09 / 11 / 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:

Vacancies for the Oneida Land Claims Commission were posted with an application deadline of August 23, 2019. As of this date Zero (0) applications have been received.

This will be the 3rd attempt to fill one of the vacancies and the 2nd attempt to fill the other vacancy due to no applicants.

Action requested:

Approve request to re-post two (2) vacancies for the Oneida Land Claims Commission.

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

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

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

From: Brooke M. Doxtator
Sent: Wednesday, September 04, 2019 11:12 AM
To: BC_Agenda_Requests
Subject: BCAR - Postings
Attachments: 2019 09 04 - BCAR - OYLI Postings.pdf; 2019 09 04 - BCAR - OLCC Postings.pdf;
2019 09 04 - BCAR - ONAB Posting.pdf

Please note:

If the OBC formally approves the pending changes to their membership numbers (via the revised bylaws), the Oneida Land Claims Commission will have five (5) members instead of seven (7); there will be no need to re-post the vacancies as they will have full a commission.

Per the LRO the revised bylaws will be considered by the OBC at their regular meeting scheduled for October 23, 2019.

The BCC Clerk assigned to the OLCC has indicated the Commission has not had issues with quorum for their regular meetings.

Brooke Doxtator
BCC Supervisor
Business Committee Support Office (BCSO)



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

office 920.869.4452
fax 920.869.4040

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