



Oneida Business Committee

Special Meeting
3:30 PM Tuesday, March 02, 2021
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.

NOTICE

Due to the Public Health State of Emergency the OBC meeting is closed to the public. Any person who has comments or questions regarding open session items may submit them to TribalSecretary@oneidanation.org no later than the close of business the day before the OBC meeting. Any comments or questions received shall be noticed to the OBC.

I. CALL TO ORDER

II. OPENING

III. ADOPT THE AGENDA

IV. NEW BUSINESS

- A. **Approve the Cooperative Governance Agreement between the Oneida Nation and the City of Green Bay and a limited waiver of sovereign immunity - file # 2021-0035**
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs
- B. **Approve the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation and the City of Green Bay and a limited waiver of sovereign immunity - file # 2021-0034**
Sponsor: Melinda J. Danforth, Director/Intergovernmental Affairs

V. 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

Approve the Cooperative Governance Agreement between the Oneida Nation and the City of Green Bay.

1. Meeting Date Requested: 03 / 02 / 21

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

The Oneida Nation and the City of Green Bay Mayor have in full faith negotiated a Cooperative Governance Agreement and Law Enforcement Response & Mutual Assistance Agreement. At the December 15, 2020 Business Committee Work Session, the Business Committee agreed to move these agreements forward with some changes. A review occurred at the January 13, 2021 Business Committee meeting and final draft agreements have been finalized and being presented to the Business Committee for consideration of approval.

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:

See attached memorandum.

Requested Action:

1. Approve the Oneida Nation and City of Green Bay Cooperative Governance Agreement and a limited waiver of sovereign immunity.

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

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

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



MEMORANDUM

TO: Business Committee

FROM: Melinda J. Danforth, IGAC Director

DATE: March 2, 2021

SUBJECT: Oneida Nation/*Green Bay Cooperative Governance and Mutual Aid Agreement*

Formally requesting the Business Committee's consideration of the Oneida Nation/City of Green Bay Cooperative Governance and Mutual Aid Agreements.

Background

In 2009, the Oneida Nation entered into a service agreement with the City of Green Bay. In that era, the Nation was compensating the City under a "payment in lieu of taxes" philosophy under which the Nation paid the City for services provided to trust properties and received credits for services provided by the Nation. In 2016, and after disingenuous negotiations on the City's part, the City terminated the agreement.

In January 2019, former Green Bay Mayor Jim Schmidt requested a meeting with Nation officials to discuss the possibility of entering into negotiations for a new service agreement. The Nation honored the request and on February 1, 2019 met with Mayor Schmidt along with City Aldermen VanderLeest, Brunette and other staff officials. The Business Committee declined entering into negotiations citing that the Nation desired to complete other negotiations with Brown County and the Village of Ashwaubenon and also citing -that Aldermen VanderLeest and Brunette failed to disclose at the February 1st meeting that they both signed a letter from former GB Alderman Sladek indicating that they would protect the City's right to oppose land into trust. The Business Committee also wanted to wait to see who the next Green Bay Mayor would be, as the mayoral elections were only months away.

In a June 11, 2019 letter, the new Mayor, Eric Genrich, formally requested the Nation to meet to discuss consideration to enter into an intergovernmental agreement. On August 22, 2019 the Business Committee and the Mayor along with the Nation's respective top staff met. The

Nation and the City presented their vision and goals of a cooperative governance agreement.¹ The Mayor first issued an apology on behalf of the City for the previous Administration and City Council's behavior and statements. The Mayor informed the Nation that he was taking back his authority to negotiate the agreement, and it would be his responsibility to educate and obtain final approval from the City Council. The City's philosophy was to enter into an agreement that would uphold the United States Constitution and honor the treaties that the United States entered into with the Nation. The focus would be on the needs of the people, the Nation and City being mutually served while recognizing the jurisdiction and authorities of both governments, and to leverage our resources to provide for the needs of the people our governments both serve. After this initial meeting, a series of meetings occurred between the Nation, our divisional staff and the negotiating teams.²

Of note, a historic meeting was held on October 31, 2019 whereby the Nation and City department heads from 10 areas met, including; leadership (elected officials), finance, public works, police services, emergency management/fire, human resources, transit, water utility/environmental, community/economic development and parks. The goal of the meeting was to be able to identify issues and projects that could be addressed in the agreement, and for government and department counterparts to meet one another in person.

From this meeting, the draft cooperative governance documents were prepared, and the final review and discussions were finalized by the negotiating teams. In February 2020, the Business Committee was on the brink of approving the agreement, and the COVID-19 pandemic hit and the agreement was placed on hold due to cash flow and budgetary issues.

With the Fiscal Year 2021 budget being approved, the funding for this agreement lies within the service agreement line that was transferred from the Business Committee to Legislative Affairs.

On December 15, 2020 at the BC Work Session, the Business Committee received a presentation and draft agreements. Feedback was received on the documents that included incorporating a suspension clause, land into trust challenge provisions, and other minor changes to the document. Those changes were made to the agreement, and the Business

¹ In 2017, the Nation entered in to the first Cooperative Governance agreement with the Town of Oneida. The agreement can be found at <https://oneida-nsn.gov/dl-file.php?file=2016/02/2016-2021-Cooperative-Governance-Agreement-Between-Oneida-Nation-and-Town-of-Oneida-signed-7-2728-2017-1.pdf>

² The Nation's negotiating team was comprised of the Business Committee Officers, James Bittorf, Kelly McAndrews, Melinda J. Danforth, Tana Aguirre and Deborah Thundercloud. The City's negotiating team was comprised of Mayor Eric Genrich, Mayor's Chief of Staff Celestine Jeffreys, and City Attorney Vanessa Chavez.

Committee reviewed the drafts at the Regular BC meeting on January 13, 2021. The documents are now ready for the Business Committee's formal consideration of approval.

ONEIDA LAW OFFICE*CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT*

TO: Melinda J. Danforth
Intergovernmental Affairs & Communications

*Use this number on future correspondence:***2021-0035**

FROM: James R. Bittorf, Deputy Chief Counsel

James R. Bittorf	Digitally signed by James R. Bittorf Date: 2021.02.09 11:04:18 -06'00'
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DATE: February 9, 2021

RE: City of Green Bay-Cooperative Governance
Agreement

 <i>Purchasing Department Use</i> Contract Approved Contract Not Approved <i>(see attached explanation)</i>
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If you have any questions or comments regarding this review, please call 869-4327.

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution.
- ✓ Waiver of sovereign immunity requires Business Committee approval. Under subsection 10(c), the Nation and the City “waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purpose of compelling arbitration . . . or enforcement of any arbitration award . . .”

COOPERATIVE GOVERNANCE AGREEMENT**BETWEEN****THE ONEIDA NATION****AND****THE CITY OF GREEN BAY**

THIS AGREEMENT, by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”),

WITNESSETH:

WHEREAS, the Nation and the City have been good neighbors and desire the spirit of cooperation between the two governments to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation owns fee title to parcels of land located within the City, and the Nation may apply to have such parcels taken into trust by the United States; and

WHEREAS, the United States holds title to parcels of land within the City in trust for the benefit of the Nation; and

WHEREAS, both the Nation and the City provide services which benefit properties, residents, and the community within the Oneida Reservation and the City; and

WHEREAS, the services provided by the Nation and the City complement each other and are not intended to create duplication of services; and

WHEREAS, the City derives revenue from the taxation of real property, among other things; and

WHEREAS, lands held in trust by the United States for the benefit of the Nation are exempt from taxation under federal law due to the Nation’s status as a sovereign; and

WHEREAS, the Nation and the City enjoy a relationship of mutual trust and respect; and

WHEREAS, both the Nation and the City exercise jurisdiction and provide governmental services within their respective territories, and both the Nation and the City recognize the importance of collaborative efforts to enhance governmental services and to mitigate costs associated with providing governmental services; and

WHEREAS, the officers and officials of the City have a duty to uphold the laws of the United States and the State of Wisconsin, including complying with the terms of the 1838 Treaty; and

WHEREAS, it is mutually beneficial to the parties to put their understandings in writing;

The Nation and the City hereby agree to the following terms and conditions:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. “Class III Gaming” has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).
 - b. “Gaming Compact” means the agreement entered into by the Nation and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Nation’s Indian lands within the State of Wisconsin, and all amendments to such agreement.
 - c. “Oneida Reservation” or “Reservation” means the land set aside for the use and occupancy of the Nation and its Members pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, encompassing approximately 65,400 acres, and any lands added thereto pursuant to federal law.
 - d. “Tribal Fee Land” means land to which the Nation holds title in fee simple.
 - e. “Tribal Land” means Tribal Fee Land on the Reservation and Tribal Trust Land.
 - f. “Tribal Member” or “Member” means a duly enrolled member of the Nation.
 - g. “Tribal Trust Land” means land to which the United States holds title for the benefit of the Nation pursuant to federal law.
 - h. “Year” means the fiscal year beginning on October 1st of a given calendar year and ending on September 30th of the following calendar year.
2. **TERM.** The term of this Agreement shall be fifteen (15) years, commencing on the date the Agreement is executed by both parties, and ending on December 31, 2035, and shall automatically renew for successive five (5) year terms.

3. **LAW ENFORCEMENT MUTUAL AID.** The Oneida Police Department and the Green Bay Police Department will provide mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services (“Mutual Aid”). The conditions under which Mutual Aid shall be provided are set forth in full in Attachment B, which the parties may from time to time amend.

4. **INTERGOVERNMENTAL COOPERATION.** The parties agree to work collaboratively to the greatest extent possible in order to foster positive intergovernmental relationships, achieve common goals, and realize efficiencies in the delivery of programs and services, including but not limited to the following efforts:

a. **Point of Contact.** The parties hereby designate the following representatives as points of contact who shall have primary responsibility for ensuring compliance, receiving notice, and ensuring continued participation under this Agreement:

City of Green Bay:

Chief of Staff
City of Green Bay
100 North Jefferson St., Rm 200
Green Bay, WI 54313

Oneida Nation:

Tribal Secretary
Intergovernmental Affairs Director
Oneida Nation
P.O. Box 365
Oneida, WI 54155

A party may only change its designated Point of Contact by providing written notice to the other party.

- b. **Information Sharing.** The parties will collaborate on mapping and share data bases concerning issues of mutual interest and concern, including but not limited to parcel information, zoning, land use, land ownership status, census information, archeological/historical background (with appropriate limitations on culturally sensitive sites and public access), utilities, roads and rights of way, etc.
- c. **Resource Sharing.** The parties agree to make equipment, supplies, and other physical assets available to each other on an at-cost or in-kind basis when permissible and feasible in order to facilitate the delivery of governmental services and to promote the common good.
- d. **Cost Mitigation.** The parties will actively explore ways to conserve resources through cooperation and agree to accept and review proposals from each other regarding potential cost saving measures related to the delivery of governmental programs and services.
- e. **Grants and Funding Sources.** The parties agree to support each other in seeking grants and other sources of funding, and agree, to the extent feasible, to share knowledge and expertise regarding grant opportunities and grant writing.

- f. Legislative Initiatives. The parties agree to share information regarding legislative initiatives on matters of mutual concern and in which their interests coincide, and each party agrees to consider the interests of the other party in determining whether to support or oppose legislative proposals.
 - g. Environmental Protection. The parties each provide programs and services which protect the environment and promote human health and agree to coordinate such activities to the extent possible and to work together on public education, stormwater management, responses to spills, clean sweep programs, and the like.
 - h. Departmental Meetings. Each party will identify a contact person to facilitate meetings between corresponding departmental staff of the parties in order to identify issues of concern, address emergent issues, and promote intergovernmental cooperation. The parties' contact persons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.
 - i. Liaisons. Each party will identify representatives to serve as liaisons to relevant boards, committees and commissions of the other party for the purpose of facilitating communication. The parties' liaisons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.
5. **BAY BEACH WILDLIFE SANCTUARY.** The mission of the City's Bay Beach Wildlife Sanctuary (the "Sanctuary") is: "To provide an urban wildlife refuge where people can interact with wildlife, plants and other natural resources through environmental education and recreation." This mission corresponds with and complements the Nation's goals of protecting and enhancing the natural environment. Despite the City's ongoing commitment and efforts to maintain the Sanctuary, additional capital improvements, education, and services are necessary to enable the Sanctuary to fulfill its mission. In recognition of the mutual benefit of the Sanctuary to the community, the Nation agrees to make a one-time payment of \$150,000 to further the mission of the Sanctuary.
6. **NEIGHBORHOOD LAND USE**
- a. The Oneida Code of Laws contains zoning, building, nuisance, and other land use regulations ("Land Use Regulations") which are applicable to the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land. City ordinances addressing Land Use Regulations do not apply to the Nation or Tribal Members on the Reservation.
 - b. The parties agree to work together to improve neighborhood services and recognize that communication between the parties is the best way to achieve this goal. The parties shall each identify a contact person responsible for communication regarding land use regulation issues, and Tribal staff and City staff shall meet quarterly.

- c. The City agrees to refer land use regulation issues concerning the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the Nation's contact person and appropriate tribal staff. The Nation agrees to refer neighborhood peace and safety issues concerning nonmembers on non-tribal land to the City's contact person and appropriate city staff.
- d. The parties' contact persons and staff members are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

7. PUBLIC IMPROVEMENTS.

- a. Residential Street Improvements. The City does not currently assess property owners the cost of residential street repairs. Instead, the City collects a vehicle registration tax ("Wheel Tax") in lieu of the assessments for street improvements on residential properties. The Annual Payment under section 8 below covers the cost of all residential street improvements benefitting Tribal Land. In the event the City in the future assesses the cost of street improvements on residential properties, the Nation will pay the actual proportional cost of all such improvements benefitting Tribal Land in the same manner as provided for in subsection (b) below, and all amounts paid by the Nation for such improvements shall be credited against the Annual Payment for the year in which they are paid.
- b. To the extent the City assesses the cost of public improvements against properties benefitted by such improvements, the Nation agrees to pay the actual, proportional cost of all public improvements benefitting Tribal Land including, but not limited to, grading, graveling, storm and sanitary sewer and laterals, water mains and laterals, sidewalks, paving and relays, reconstructions, overlays or repairs thereof, to the same extent and on the same basis as such costs are charged to other property owners. The Nation agrees to pay those costs in accordance with the following procedure: The City will not take any action to levy assessments for such improvements but will inform the Nation of the proposed improvement and the estimated cost thereof not less than thirty (30) days prior to commencement of the project. The City agrees to give due consideration to all comments which the Nation may submit regarding the project. The City will bill the Nation the cost of any such street improvement attributable to the Tribal Land upon completion of such improvement. The Nation will pay such bill in full within thirty (30) days of receipt thereof.

8. COMPENSATION.

- a. Annual Payment. In consideration of the services provided by the City, and the promises and agreements stated herein, the Nation shall make an annual payment (the "Annual Payment") to the City in accordance with the following schedule:

2021	\$322,192
2022-2025	\$525,000

2026-2030	\$575,000
2031-2035	\$625,000

On or before January 31, 2035, the parties shall enter into good faith negotiations regarding the amount of the Annual Payment for 2036 and following years. Either party may request peacemaking and/or non-binding mediation to facilitate such negotiations, and the parties shall thereafter engage in such peacemaking and/or mediation. Disagreements about the amount of the Annual Payment for 2036 and following years shall not be subject to arbitration. In the event the parties cannot agree on the amount of the Annual Payment for 2036 and following years by December 31, 2035, either party may terminate this agreement by providing written notice of termination to the other party.

The Nation may make Annual Payments in the form of cash or cash equivalents, in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements under section 7 above, provided that the Nation shall make a payment of at least \$300,000 annually in the form of cash or cash equivalents.

- b. **In-Kind and Non-Monetary Contributions.** The value of rights, goods and services which the Nation provides or transfers to the City shall be counted as part of the Annual Payment, provided the City accepts and agrees to such in-kind and non-monetary contributions. In-kind and non-monetary contributions shall be valued at the fair market value of the rights, goods or services, or the actual price paid by the Nation to acquire the rights, goods or services. For example, if the Nation acquires and transfers ownership of \$100,000 in firefighting equipment to the City in March 2030, the Nation shall receive a credit of \$100,000 against the Annual Payment for that year. Under no circumstances shall Nation's internal costs be considered to be in-kind or non-monetary contributions.
- c. **Cooperative Governance Project Payments.** Payments directly to a vendor or agency as part of a joint or cooperative project between the City and Nation shall be counted as part of the Annual Payment. The Nation shall receive a dollar-for-dollar credit for all expenditures made by the Nation in furtherance of such projects. For example, if the Nation pays \$100,000.00 to fund cooperative governance projects in March 2030, the Nation shall receive a credit of \$100,000.00 against the Annual Payment for that year.

Cooperative Governance Projects. Cooperative governance projects are intended to facilitate or enhance governmental services and/or to promote economic development. By way of illustration but not limitation, cooperative governance projects may include: the construction, maintenance, and repair of roads, bridges, pedestrian pathways, and related infrastructure; the construction, maintenance, and repair of storm sewers, storm water treatment facilities, and related infrastructure; the construction, maintenance, and repair of buildings, public facilities, and related infrastructure; the purchase of land; the procurement of leases, easements, or rights-

of-way; and the purchase of machinery, equipment, and tools; contracted lobbying services for the benefit of the City; contracted grant-writing services for the benefit of the City.

Cooperative Governance Project Team. Each party shall designate three (3) representatives to serve on a cooperative governance project team which shall be responsible for identifying, planning, bringing forward for approval, and overseeing the implementation of cooperative governance projects. The cooperative governance project team shall meet as frequently as necessary, and in no event fewer than four (4) times/year. With respect to each approved project, the cooperative governance project team shall determine the amount of credit to which the Nation shall be entitled for cooperative governance project payments and in-kind and non-monetary contributions to fund or facilitate the project.

The parties' cooperative governance team members are listed on Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

- d. Invoices and Payment. On or before February 1st of each year, the City will submit an invoice to the Nation reflecting the Annual Payment for that year. In the event the Nation disputes the invoice, the Nation shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days of receipt of the invoice. On or before September 30th, the Nation shall pay the Annual Payment less any amounts taken as credits for in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements, and shall itemize the amounts of such credits in writing. In the event the City disputes the amounts taken as credits by the Nation, the City shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days.
- e. Suspension of Payments. In the event of a Change in Circumstances which affects the Nation's ability to make Annual Payments, the Nation may suspend payment until such time as the Change in Circumstances has abated, and thereafter shall pay the suspended Annual Payment(s) in three equal annual installments beginning in the year after the Change in Circumstances has abated or as the parties may otherwise in writing agree. If the Change in Circumstances persists in excess of one (1) year, either party may terminate this Agreement upon written notice to the other party; provided, however, that the obligation to pay the Annual Payment shall not be affected until termination, and all amounts accruing prior to termination shall remain due. The parties shall thereafter enter into good faith discussions regarding the possibility of entering into a successor agreement. For purposes of this subsection 8(e), Change in Circumstances includes: (1) impairment of the Nation's ability to conduct Class III gaming at the locations at which the Nation currently conducts such gaming due to adverse court decision(s), acts of God, or otherwise; (2) shutdown of the federal government lasting three months or more; and (3) economic recession defined as lasting two quarters or more. A party may not terminate this Agreement

- pursuant to this section 8(e) unless payments have been suspended due to a Change in Circumstances, and the Change in Circumstances persists in excess of one (1) year.
- f. Repayment by City. In the event the Nation serves written notice of dispute on the City under subsection 10(a) below alleging the City has materially breached the terms of this Agreement, the Nation's obligation to make Annual Payments shall continue pending resolution of the dispute pursuant to the procedures outlined in section 10 below. If an Arbitration Panel empaneled pursuant to subsection 10(d) below determines the City has materially breached or is materially breaching the terms of this Agreement, the City shall repay to the Nation those amounts paid under subsection 8(a) above and return any in-kind and non-monetary contributions received under subsection 8(b) above, from the date of service of the written notice of dispute to the date of the Arbitration Panel's determination, order and/or judgment. The requirements of this subsection 8(f) shall not apply to any Cooperative Governance Projects Payments identified in subsection 8(c) above, which projects the parties agree are mutually beneficial to the City and Nation. In addition, if the City does not cure such breach within fifteen (15) days of such determination, order and/or judgment, the Nation may terminate this Agreement pursuant to section 13 below and thereupon shall not be required to make any payments to the City. For purposes of this subsection 8(f), any violation by the City of the provisions of section 9 below shall be deemed to be a material breach of this Agreement.

9. LAND INTO TRUST.

- a. When the Nation acquires fee title to land located within the City, the Nation will notify the City of the acquisition and the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, and 5) the Nation's proposed use of the land. Upon receiving such notice, the City may request a meeting and the parties shall thereafter meet to discuss any issues or matters raised by the City pertaining to that parcel.
- b. At least sixty (60) days prior to submitting an application to have land within the City taken into trust, the Nation will send notice to the City which includes the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, 5) the Nation's proposed use of the land after trust acquisition, and 6) any proposed development or improvements to the land. Within thirty (30) days of receiving such notice, the City shall identify in writing any issues or matters pertaining to the land, and the parties shall thereafter meet within ten (10) days, or at any other time mutually agreeable, to discuss such issues or matters. Prior to submitting the application, the Nation shall inform the City in writing of any measures it may take to address any issues or matters raised by the City. After sixty (60) days have elapsed from the date of the Nation's notice to the City, the Nation may file the application, and shall clearly identify in the application any unresolved issues or matters, any actions taken or proposed to be taken by the Nation to address the issues or matters, and any final positions taken by the City or the Nation with

- regard to the unresolved issues or matters. Either party may thereafter request mediation or peacemaking to attempt to resolve the issues or matters, and the parties shall engage in such mediation or peacemaking. This subsection 9(b) shall not apply to any applications filed by the Nation prior to the effective date of this Agreement.
- c. The City will not oppose applications by the Nation to have land taken into trust during the term of this Agreement if the following criteria are satisfied: 1) the Nation has held fee title to the land in question for a period of three (3) years or more prior to the date of the application; or prior to the Nation's acquisition, a tax exempt entity held title to the land in question; 2) the Nation has met its obligations under subsection 9(b) above with respect to the application in question; and 3) the Nation has not been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolution procedures set forth in subsection 10(d) below; or if the Nation has been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolutions procedures set forth in subsection 10(d) below, such noncompliance has been cured or corrected. If these criteria are not satisfied, the City may object to the application as provided for in 25 C.F.R. Part 151. Notwithstanding the foregoing, in no event shall the City challenge the authority of the Secretary of the United States Department of the Interior to take land into trust for the benefit of the Nation on the grounds the Nation allegedly was not under federal jurisdiction in 1934 or otherwise.
 - d. If a representative of the City, in his or her official or personal capacity, submits an objection to the United States Bureau of Indian Affairs or other responsible federal agency regarding an application for trust acquisition of Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable submit appropriate correspondence to the United States Bureau of Indian Affairs or other responsible federal agency attesting that the objector does not represent the interests of the City or have authority to speak on the City's behalf. In addition, if a representative of the City, in his or her official or personal capacity, appeals a notice of decision or other determination issued by the Bureau of Indian Affairs or other responsible federal agency to place into trust Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable file appropriate pleadings or correspondence with the Interior Board of Indian Appeals or other responsible hearing body attesting that appellant does not represent the interests of the City or have authority to speak on the City's behalf.
 - e. Upon execution of this Agreement and in consideration of the promises and payments identified herein, the City shall withdraw any and all objections it has submitted to the Bureau of Indian Affairs or Department of the Interior regarding the Nation's applications to have land placed into trust, and shall withdraw and move for the immediate dismissal with prejudice of any and all appeals it has filed with the Interior Board of Indian Appeals of notices of decision to place land into trust for the Nation.

10. DISPUTE RESOLUTION.

- a. Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- b. Peacemaking. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to attempt to settle the dispute through peacemaking.
- c. Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, and peacemaking has been unsuccessful, the parties may agree in writing to attempt to settle the dispute by non-binding mediation.
- d. Arbitration. If a dispute is not resolved within one hundred twenty (120) days of service of the notice provided for in subsection (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree.
 - i. Arbitration Panel. Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.
 - ii. Cost of Arbitration. The cost of arbitration shall be borne equally by the parties, with one-half (1/2) of the cost charged to the Nation and one-half (1/2) of the cost charged to the City, and each shall bear its own expenses.
- e. Limited Waiver of Immunity. The City and the Nation specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

- 11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties on the subjects addressed herein.

12. **AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not otherwise be subject to dispute resolution or arbitration.
13. **TERMINATION.** This Agreement may be terminated only in one of the following ways: 1) this Agreement will immediately terminate and cease to be effective in the event the City no longer provides services to the Nation; 2) this Agreement will immediately terminate and cease to be effective in the event the Nation for any reason ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin; 3) the parties may terminate this Agreement by mutual agreement, provided that such agreement is reduced to writing and signed by both parties, and 4) either party may terminate this Agreement by serving written notice of termination in accordance with subsection 8(a) above; 5) either party may terminate this Agreement by serving written notice of termination pursuant to subsection 8(e) above; and 6) either party may terminate this Agreement by serving written notice of termination on the other party in the event an Arbitration Panel determines the other party has materially breached the terms of this Agreement and the other party does not immediately cure such breach. Upon termination, neither party shall have any further obligation under this Agreement, except that the provisions of section 10 above shall survive termination of this Agreement.
14. **NOTICE.** Notice provided by a party under this Agreement must be in writing sent by either e-mail, read receipt requested, or certified mail, return receipt requested, to the appropriate representative(s) of the other party as set forth in Attachment A.
15. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Nation or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.
16. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to the other. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.
17. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of the Nation and the City, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
18. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

ONEIDA NATION

CITY OF GREEN BAY

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

By: _____
Celestine Jeffreys, Clerk
Date: _____

Seal of the
Oneida Nation

Seal of the
City of Green Bay

Attachment A: Cooperative Agreement Points of Contact**City of Green Bay****Oneida Nation****Generally for Cooperative Governance Agreement**

Mayor Eric Genrich
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: Eric.Genrich@greenbaywi.gov
 Phone: (920) 448-3005

Chairman Tehassi Hill
 P.O. Box 365
 Oneida, WI 54155
 Email: thill7@oneidanation.org
 Phone: (920) 869-2214

Section 3: Law Enforcement Mutual Aid

Andrew Smith
 Chief of Police
 307 S. Adams Street
 Green Bay, WI 54301
 Email: Andrew.Smith@greenbaywi.gov
 Phone: (920) 448-3234

Eric Boulanger
 Chief of Police
 2783 Freedom Road
 Oneida, WI 54155
 Email: eboulan1@oneidanation.org
 Phone: (920) 869-2239

Section 4: Intergovernmental Cooperation

Celestine Jeffreys
 City Clerk
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: celestine.jeffreys@greenbaywi.gov
 Phone: (920) 448-3010

Melinda J. Danforth
 Director of Intergovernmental Affairs
 P.O. Box 365
 Oneida, WI 54155
 Email: mdanforj@oneidanation.org
 Phone: (920) 869-4022

Section 6: Neighborhood Land Use

Cheryl Renier-Wigg
 Interim Development Director
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: Cheryl.Renier-Wigg@greenbaywi.gov
 Phone: (920) 448-3412

Troy Parr
 Community Economic Development
 Director/Zoning Administrator
 P.O. Box 365
 Oneida, WI 54155
 Email: tparr@oneidanation.org
 Phone: (920) 869-4529

Section 8: Compensation**Cooperative Governance Team**

Paul Neumeyer, Zoning Administrator
 100 N. Jefferson St., 6th Floor
 Green Bay, WI 54301
 Email: Paul.Neumeyer@greenbaywi.gov
 Phone: 920-448-3405

Troy Parr, Community/Economic Development
 Director/Zoning Administrator
 P.O. Box 365
 Oneida, WI 54155
 Email: tparr@oneidanation.org
 Phone: (920) 869-4529

Dan Ditscheit
 Parks Director
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: Dan.Ditscheit@greenbaywi.gov
 Phone: (920) 448-3365

Steve Grenier
 Director of Public Works
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: steven.grenier@greenbaywi.gov
 Phone: (920) 448-3535

Payment Submitted to:

City of Green Bay
 Diana Ellenbecker, Finance Director
 100 N. Jefferson, 1st floor
 Green Bay, WI 54301
 Email: Diana.Ellenbecker@greenbaywi.gov

Additional Contacts:

Patrick Pelky
 Land, Environmental Health & Safety Director
 P.O. Box 365
 Oneida, WI 54115
 Email: ppelkly@oneidanation.org
 Phone: (920) 869-1600

Jacque Boyle, Director of Public Works
 & Comprehensive Housing Divisions
 P.O. Box 365
 Oneida, WI 54155
 Email: jboyle@oneidanation.org
 Phone: (920) 869-1059

Invoice Submitted to:

Oneida Nation
 Attention: Tribal Secretary
 P.O. Box 365
 Oneida, WI 54155
 Email: TribalSecretary@oneidanation.org

Land/Environmental Issues

Dan Ditscheit
 Parks Director
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: Dan.Ditscheit@greenbaywi.gov
 Phone: (920) 448-3365

Patrick Pelky
 Land, Environmental Health & Safety Director
 P.O. Box 365
 Oneida, WI 54115
 Email: ppelkly@oneidanation.org
 Phone: (920) 869-1600

Department of Public Works

Steve Grenier
 Director of Public Works
 100 N. Jefferson Street
 Green Bay, WI 54301
 Email: steven.grenier@greenbaywi.gov
 Phone: (920) 448-3535

Jacque Boyle, Director of Public Works
 & Comprehensive Housing Divisions
 P.O. Box 365
 Oneida, WI 54155
 Email: jboyle@oneidanation.org
 Phone: (920) 869-1059

Finance

Diane Ellenbecker
Finance Director
100 N. Jefferson Street
Green Bay, WI 54301
Email: Diana.Ellenbecker@greenbaywi.gov
Phone: (920) 448-3025

Lawrence Barton
Chief Financial Officer
P.O. Box 365
Oneida, WI 54155
Email: lbarton@oneidanation.org
Phone: (920) 869-4491

LAW ENFORCEMENT RESPONSE AND MUTUAL ASSISTANCE AGREEMENT

BETWEEN

ONEIDA NATION

AND

CITY OF GREEN BAY

THIS AGREEMENT (“Agreement”), by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”).

WITNESSETH:

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

WHEREAS, the City established the Green Bay Police Department pursuant to State law in order to provide law enforcement services within the City of Green Bay; and

WHEREAS, beginning in 1996, the Nation and City codified the cooperation and collaboration of their two police departments in a mutual aid agreement; and

WHEREAS, the Oneida Police Department and Green Bay Police Department continue to work collaboratively to prevent and deter crime, to provide assistance in the form of trained personnel and/or equipment when requested by the other, and to promote effective law enforcement for the benefit of the entire community; and

WHEREAS, the Nation and the City continue to have good law enforcement relations and wish to reflect their spirit of cooperation and collaboration in an updated mutual aid agreement that reflects their current practices; and

WHEREAS, the Nation and City believe such mutual aid agreement is to the benefit of the entire community; and

WHEREAS, the General Tribal Council of the Nation is authorized to enter into this

Agreement pursuant to Art. IV., Sec. 1(a) of the Nation's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to sections 66.0301(1) and (2) of the Wisconsin Statutes.

NOW THEREFORE BE IT RESOLVED, that the Nation and the City mutually agree on the terms and conditions as follows:

AGREEMENT

1. DEFINITIONS.

- A.** "Arrest Related Death" means the death of any person who is: (1) detained by law enforcement; (2) under arrest; (3) in the process of being arrested; (4) en route to being incarcerated or detained.
- B.** "Deadly Force" means the intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm.
- C.** "Internal Investigation" means a formal investigation of an employee who has become the subject of possible misconduct.
- D.** "Lead Investigator" means the person in charge of the investigation, who plays a principal, guiding role.
- E.** "Officer Involved Death" shall be defined according to Wis. Stat. § 175.47(1)(c), or successor statute. Officer Involved Deaths include, but are not limited to the use of deadly force (shooting or otherwise) and traffic related fatalities.
- F.** "Officer Involved Injury" means any serious injury resulting from an application of force.
- G.** "Primary law enforcement response" means the police department which is responsible for providing the first law enforcement response or services in a specific area.
- H.** "Secondary law enforcement response" means the police department which is responsible for providing the secondary law enforcement response or services in a specific area. Secondary response may occur when the primary police department is unavailable, requests additional assistance, or any other circumstance additional law enforcement response is appropriate.
- I.** "Requesting Department" is the police department that requests the Responding Department to provide assistance with alternate or additional

law enforcement response or services.

J. “Responding Department” is the police department that responds to the Requesting Department to provide assistance with alternate or additional law enforcement response or services.

K. “Use of Force” means the application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

2. **TERM.** This Agreement shall become effective upon execution of this Agreement by both parties and shall remain in effect for the duration of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay, including renewals thereof.
3. **PRIOR AGREEMENT.** Upon the execution of this Agreement by both parties, the Law Enforcement Mutual Aid Agreement Between the Oneida Nation in Wisconsin and City of Green Bay executed October 16, 1996 is hereby terminated. This Agreement supersedes all prior agreements between the parties pertaining to mutual aid.
4. **COMPLIANCE WITH WISCONSIN LAW.** The parties recognize that Wis. Stat. § 165.92(2) authorizes tribal law enforcement officers to exercise the same powers to enforce the laws of the State and to make arrests for violations of such laws that sheriffs have, including powers granted to sheriffs under § 59.27 and 59.28 and under the common law. The parties acknowledge that Wis. Stat. § 165.92(3m) requires the Nation to pass a resolution waiving its right to sovereign immunity to the extent necessary to allow the enforcement in the courts of this State of its liability or to maintain an insurance policy covering any liabilities that may arise from the acts or omissions of its tribal law enforcement officers before its officers can exercise such powers. This Agreement is contingent on the Nation’s ongoing compliance with the provisions of Wis. Stat. § 165.92(3m), or any statutory successor. In the event it is determined that the Nation is not in compliance with Wis. Stat. § 165.92(3m), or any statutory successor, the terms of this Agreement shall be suspended until compliance is achieved by the Nation, which the Nation agrees to pursue diligently.
5. **PURPOSE.** The primary responsibility of the Oneida Police Department and Green Bay Police Department is to provide law enforcement services and protection to their community. This Agreement is intended to clarify each Department’s areas of primary and secondary response, provide for mutual assistance when requested, and provide for the provision of additional services such as providing the Requesting Department with an independent law enforcement agency to provide a criminal investigation into certain use of force situations, certain officer-involved injuries, and officer-involved deaths.
6. **OPERATIONAL PLANS AND PROTOCOLS.** The Chiefs of the Oneida and Green Bay Police Departments may jointly promulgate operational plans, protocols or policies in order to implement the intent and purposes of this

Agreement. The provisions of such operational plans, protocols or policies shall be consistent with the provisions of this Agreement.

7. LAW ENFORCEMENT RESPONSE IN OVERLAPPING JURISDICTION.

A. Grant of Authority and Scope.

1. **Territorial Jurisdiction of the Oneida Police Department.** The Oneida Nation GIS Department maintains up-to-date maps of the official Oneida Nation Reservation boundaries. The Nation shall make such maps available to the City upon request.
2. **Territorial Jurisdiction of the City of Green Bay Police Department.** The City of Green Bay GIS Division maintains up-to-date maps of official City of Green Bay boundaries. The City shall make such maps available to the Nation upon request.
3. **Overlapping Territorial Jurisdiction.** The Nation and the City have overlapping territorial jurisdiction in the City of Green Bay. A copy of a map depicting the overlapping territorial jurisdiction is attached hereto as **Appendix A**.
4. **Concurrent Jurisdiction.** “Concurrent Jurisdiction” refers to the sharing of or having equal authority within the same jurisdictional boundaries by two or more law enforcement entities. The Oneida Police Department and City of Green Bay Police Department have concurrent jurisdiction over criminal matters occurring in their overlapping territorial jurisdiction. It is the policy of both Departments to provide assistance and cooperation to one another when they are performing law enforcement duties in their overlapping territorial jurisdiction.

B. Areas of Responsibility.

1. The Oneida Police Department will be responsible for providing primary law enforcement response and services to the locations and/or areas attached hereto as **Appendix B**, which may from time to time be amended to reflect current response areas. The City will be responsible for providing secondary law enforcement response and services to the locations and/or areas in **Appendix B**. The list of properties in **Appendix B** shall be provided to the communication entity/system to be coded in the communication system.
2. The Nation may update **Appendix B** by providing an updated list of tribal properties the Oneida Police Department will provide primary law enforcement response and services to. The Green Bay Police department will be responsible to provide

primary law enforcement response and services to all other areas within the City of Green Bay, including the parties' overlapping territorial jurisdiction. The parties agree to work together and with any other communication entity/system in order to code necessary properties to reflect the agreed upon law enforcement response, provided however, that in the event of a conflict between **Appendix B** and the coding in the communication system, the law enforcement response shall be in accordance with the coding in the communication system. Neither Department has any responsibility to review **Appendix B** prior to responding to a call, and may rely exclusively on the coding in the communication system as the basis for their response.

3. Nothing in this Agreement shall be construed to prevent the officers from each Department from performing community policing or other self-initiated law enforcement activity, or otherwise assisting one another, in the parties' overlapping territorial jurisdiction.
4. The parties understand that any request for mutual assistance beyond their territorial jurisdiction requires compliance with the requirements in Wis. Stat. § 66.0313.

C. Handling of Calls.

1. Calls for assistance within the areas described above in Paragraph 7.B are the sole responsibility of the Department designated as providing primary law enforcement response and services. If all officers of the primary Department are busy or otherwise determine that assistance is needed, the primary Department may make a request for response to the secondary Department.
2. When the Department designated to provide secondary law enforcement response and services responds to a call in lieu of the primary Department, that secondary Department generally agrees to handle the call in its entirety. This does not preclude the Responding Department from seeking additional assistance from the Requesting Department for follow-up work.

8. RESPONDING TO REQUESTS FOR ASSISTANCE.

- A.** Officers from one Department will assist any officer from the other Department whenever such assistance is requested. Requests may be made through any means available.
- B.** The Requesting Department shall retain jurisdiction over the call for the entirety of its duration regardless of whether that Department would have secondary or primary jurisdiction. Under no circumstances shall

either Department assert jurisdiction over a call for which it is the Responding Department, and instead the parties agree to provide support when responding unless the Requesting Department specifically states to the highest ranking officer on the scene that jurisdiction is being transferred to the Responding Department.

- C. When requests for assistance are made, the officer will notify his/her Communications Center as soon as reasonably possible, unless such request for assistance was given by the Communications Center. Officers are responsible for notifying their respective supervisors of requests for assistance, based upon their departmental policies and expectations.
- D. If for some reason the officer is not able to respond to the request for assistance from the Requesting Department, the Communications Center will notify the Requesting Department immediately. As soon as officers are free to respond from the Responding Department, the officer or the Communications Center will notify the Requesting Department and determine if assistance is still needed.
- E. Refusal, insubordination, misconduct or any other non-professional behavior from any officer from the Requesting or Responding Department will be dealt with according to the rules and regulations of that officer's Department.

9. AUTHORITY TO ISSUE MUNICIPAL AND TRIBAL ORDINANCE CITATIONS. Should the Oneida Police Department and/or Green Bay Police Departments agree to a grant of authority to authorize officers from the other Department to enforce City and/or Tribal ordinances, this Agreement may be amended or an addendum agreement may be entered into and incorporated herein as referenced by such document.

10. INVESTIGATIVE SERVICES. The Parties agree to provide additional Investigative Services in accordance with Wis. Stat. § 66.0301 and § 175.47 and in accordance with the provisions set forth herein.

- A. **Cooperation.** The Requesting Department shall cooperate with the Responding Department's investigation.
- B. **Written Policy.** The Requesting Department shall provide its written policy regarding the investigation of officer-involved deaths as well as any other pertinent policy to the Responding Department.
- C. **Required Investigators.** When requested to provide a criminal investigation for certain use-of-force situations, certain officer-involved injuries, and officer-involved deaths, the Responding Department shall provide at least

two (2) investigators. The Responding Department shall designate one investigator to serve as the lead investigator. No investigator or other staff provided by the Responding Department shall be an employee of the Requesting Department.

- D.** Internal Investigations. The Requesting Department may assign up to two (2) investigators to perform an internal investigation, so long as such internal investigation does not interfere with the investigation being performed by the Responding Department. Although the Requesting Department may seek additional outside assistance to perform its internal investigation, it may not request the Responding Department to assist with the internal investigation.
- E.** Expeditious Investigation. The investigators performing the investigation shall perform all functions of law enforcement, perform the investigation in an expeditious manner, and shall provide a complete report to the District Attorney of the county in which the use of force, officer-involved death, or other incident occurred.
- F.** Release of Report. Records requests pertaining to the report shall be processed in accordance with the Open Records law that applies to the Department that receives the records request. The report shall be maintained by the Responding Department in accordance with its standard policies and practices.
- G.** Non-Exclusivity. Nothing herein shall be construed to create an exclusive relationship between the parties. As such, the Requesting Department involved in the use of force or officer-involved death has the authority and discretion to request the services of another or additional outside departments or agencies.

11. SUPERVISION AND COMPENSATION.

- A.** Oneida Police Department Officers acting pursuant to this Agreement shall remain employees of the Nation and shall remain under the control and supervision of the Nation and the Oneida Police Department. Oneida Police Department Officers are not employees of the City of Green Bay. The Nation shall remain responsible for its employees' salaries, insurance, and civil liability. Each Oneida Police Department Officer shall be deemed to be performing regular duties of the Oneida Police Department while performing services for the City pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Officers of the Green Bay Police Department.
- B.** Green Bay Police Department Officers acting pursuant to this Agreement shall remain employees of the City and shall remain under

the control and supervision of the City and the Green Bay Police Department. The City shall remain responsible for its employees' salaries, insurance, and civil liability. Each Green Bay Police Department Officer shall be deemed to be performing regular duties of the Green Bay Police Department while performing services for the Nation pursuant to this Agreement. Green Bay Police Department Officers shall not represent themselves as Officers of the Oneida Police Department.

12. COSTS AND COMPENSATION.

- A. The Nation shall assume responsibility for all costs incurred by the Oneida Police Department and its Officers under this Agreement. The City shall assume responsibility for all costs incurred by the Green Bay Police Department and its Officers under this Agreement.
- B. Should the Responding Department cause damage to the Requesting Department's equipment while such equipment is in the custody and control of the Responding Department, normal wear and tear excepted, the Responding Department shall repair or replace the Requesting Department's equipment as soon as practicable and at no cost to the Requesting Department. Repairs shall be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the Requesting Department shall be entitled to an amount equal to the value of the equipment immediately prior to the same being damaged beyond repair. Such determination of value may be determined by an independent appraisal.
- C. Investigative Services.
 - 1. **Regular wages.** The Responding Department shall not bill the Requesting Department for any regular or "on duty" time spent on the investigation or routine use of equipment.
 - 2. **Overtime wages.** The Requesting Department is responsible for payment of any overtime wages or non-routine expenses of the Responding Department that are deemed necessary to perform the requested investigation. The Responding Department's command staff shall be vested with the authority and discretion to authorize overtime for responding staff and non-routine expenses as deemed appropriate. However, the Responding Department's command staff shall be required to regularly communicate expenses related to the investigation to the Requesting Department.

protect and defend, and indemnify and hold harmless the City, City's Police Chief, the Green Bay Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Oneida Police Department Officers. The City shall protect and defend, and indemnify and hold harmless the Nation, Nation's Police Chief, the Oneida Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Green Bay Police Department Officers. The parties shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall a party be liable for acts or omissions of the officers or employees of the other party.

B. Indemnification for Investigative Services. The Requesting Department shall hold harmless, defend and indemnify the Responding Department from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of services provided pursuant to Paragraph 10 of this Agreement whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the Responding Department's intentional tort, malicious act or willful act.

C. These obligations shall survive the termination of the Agreement.

- 16. DISPUTE RESOLUTION.** The Dispute Resolution provision of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay shall apply to this Agreement. The Police Chief of either Department may initiate dispute resolution pursuant to this Agreement by following the Dispute Resolution process in accordance with the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.
- 17. ENTIRE AGREEMENT.** This Agreement and any attachments herein referenced contains the entire agreement between the parties on the subject of law enforcement mutual aid.
- 18. AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not be otherwise be subject to dispute resolution or arbitration.
- 19. ASSIGNMENT.** Neither this Agreement nor the provisions herein may be assigned without the written consent of both parties.

20. TERMINATION. This Agreement may only be terminated upon the termination of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.

21. NOTICE. Notice provided under this Agreement will be in writing and must be sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, unless otherwise stated in this Agreement:

ONEIDA NATION
Police Chief
Oneida Police Department
P.O. Box 365
Oneida, Wisconsin 54155

CITY OF GREEN BAY
Police Chief
Green Bay Police Department
307 S. Adams Street
Green Bay, Wisconsin 54301

22. SEVERABILITY. If any clause, provision or section of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any of the remaining clauses, provisions or sections of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have set their hands and seal on the date(s) below listed.

ONEIDA NATION

CITY OF GREEN BAY

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

By: _____
Celestine Jeffreys, City Clerk
Date: _____

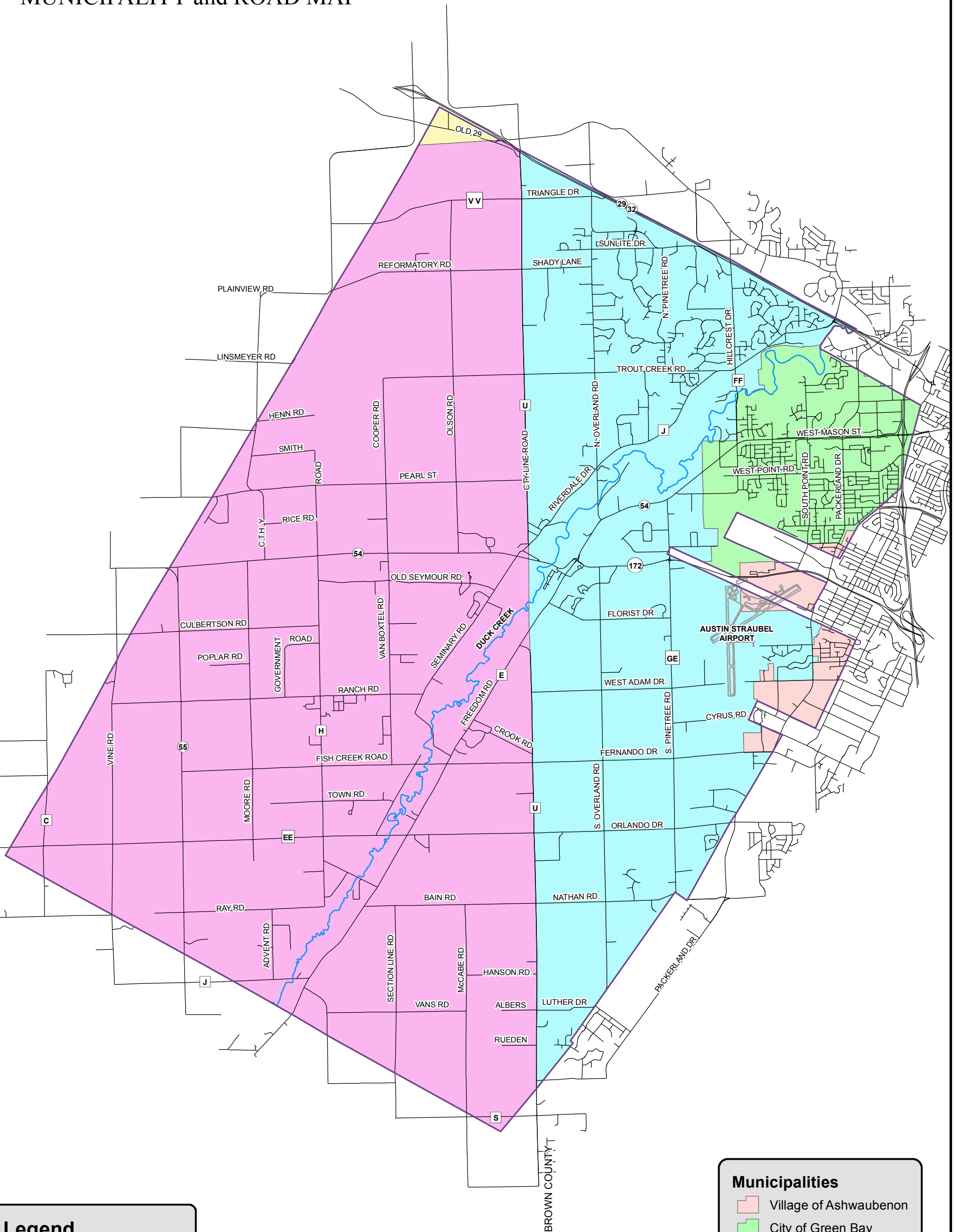
By: _____
Eric H. Boulanger, Chief of Police
Date: _____

By: _____
Andrew Smith, Chief of Police
Date: _____

Seal of the
Oneida Nation

Seal of the
City of Green Bay

ONEIDA RESERVATION MUNICIPALITY and ROAD MAP



Legend

- Oneida Reservation
- Duck Creek
- Road Centerlines

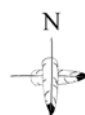
Municipalities

- Village of Ashwaubenon
- City of Green Bay
- Village of Hobart
- Village of Howard
- Town of Oneida
- Town of Pittsfield



GEOGRAPHIC LAND INFORMATION SYSTEMS
 N7332 Water Circle Place
 Oneida, Wisconsin
 (920) 869-1600

File: 11x17Munc-Rds.mxd Date: Revised 04-27-10



Source: Photography April, 2014 - County Data
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: Nav88

Appendix B		
PARCEL	LOCATION	Revised 2-8-2021
PARCEL	LOCATION	COMMENT(S)
6H-759	3392 W MASON ST	Residential home
6H-759-3	3334 W MASON ST	Residential home
6H-761	3321 W MASON ST	Residential home
6H-765-1	W MASON ST	Log homes
6H-765-2	W MASON ST	Memorial Wall
6H-765-2-1	3294 W MASON ST	Veteran's Park
6H-765-3	3249 W MASON ST	Residential home
6H-766-1	1050 PLEASANT LN	Residential home
6H-1018-1	431 HILLCREST DR	Residential home
6H-1035	315-324 COUNTRY CLUB RD	Residential home
6H-1035-1	316-326 COUNTRY CLUB RD	Residential home
6H-1035-2	302 COUNTRY CLUB RD	Residential home
6H-1066-1	315 COUNTRY CLUB RD	Residential home
6H-1066-4	2700 KLEE ST	Residential home
6H-1069-2	2602 INDIAN HILL DR	Residential home
6H-1069-5	2590 INDIAN HILL DR	Residential home
6H-1096-2	2370 W MASON ST	Oneida One Stop at Hinkle & W. Mason
6H-1110-4-C	1219-1221 HOBART DR	Rental
6h-1110-4-E	2424-2426 BELLWOOD LN	Rental
6H-1118	W MASON ST	Chief Hill Dr homes
6H-1119	2799 W MASON ST	3 sisters park
6H-1119-1	2777 W MASON ST	Rental
6H-1121	WEST POINT RD	Chief Hill Dr homes
6H-1121-2	BROCOIN WY	Chief Hill & Swamp Rd homes
6H-1121-5	WEST POINT RD	Chief Hill Dr homes
6H-1122-3	WEST POINT RD	Onu-Sla Way homes
6H-1122-9	2726 WEST POINT RD	Residential home
6H-1125-1	2612 WEST POINT RD	Residential home
6H-1125-5	2686 WEST POINT RD	Residential home
6H-1127-10	1435 PACKERLAND DR	Residential home
6H-1131-1	2436 WEST POINT RD	Residential home
6H-1137-5	2597 W. MASON ST/1111 PACKERLAND	Four Paths (f/k/a Grand Central)
6H-1137-14	2659 W. MASON (strip mall)	Subway
6H-1137-19	2701 W MASON ST	Big Bear Media
6H-1139	HILLCREST DR	DPW Garage
6H-1140-2	926-928 GREEN RIDGE DR	Rental
6H-1140-4	1008-1010 GREENRIDGE DR	Rental
6H-1148	2860 W. MASON ST	Residential home
6H-1150-3	1020 COUNTRY CLUB RD	Residential home
6H-1154-1-1	2803 W MASON ST	Three Sisters Day Care
6H-1155	1223 CRESTWOOD	Residential home
6H-1155-1	2833 W MASON ST	Residential home
6H-1155-5	2847 W MASON ST	Residential home
6H-1156-1-1	1238 CRESTWOOD DR	Residential home
6H-1156-11	1110 CRESTWOOD DR	Residential home
6H-1156-12	1118 CRESTWOOD DR	Residential home
6H-1156-2	1146 CRESTWOOD DR	Residential home
6H-1160-3	3051 W. MASON	Residential home
6H-1166-1-A	2892 WEST POINT RD	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-1166-2	1320 CRESTWOOD DR	Residential home
6H-1168	FERNDAL DR	Rona Lane homes
6H-1168-2	2845 FERNDAL DR	Residential home
6H-1168-10	BROCOIN WY	Residential home
6H-1182-1	3085 PAR CT	Residential home
6H-1183-4	3089 W MASON ST	Residential home
6H-1184-1-A	1235 HILLCREST DR	Residential home
6H-1184-3	1143 HILLCREST DR	Residential home
6H-1194-B	1509 HILLCREST	Residential home
6H-1206-1	2190 SOUTH POINT RD	Residential home
6H-1219	2426 OAKWOOD DR	Residential home
6H-1219-6	2420 OAKWOOD	Residential home
6H-1223-2	2535 WEST POINT RD	Residential home
6H-1223-D	1520 EDGEHILL DR	Residential home
6H-1224-3	2586 OAKWOOD DR	Residential home
6H-1224-8	1821 PACKERLAND DR & 2582 OAKWOOD	Rental
6H-1226-1	2680 OAKWOOD DR	Residential home
6H-1227-2-2	2742 HE-NIS-RA LN	Residential home
6H-1227-8	2725 WEST POINT RD	Residential home
6H-1228-2	2782 OAKWOOD DR	Residential home
6H-1237-2	2576 HAZELWOOD LN	Residential home
6H-1252-2	2795 HAZELWOOD LN	Residential home
6H-1264-1	2449 WEST POINT RD	Residential home
6H-1264-2-2	2442 OAKWOOD DR	Residential home
6H-1264-2-A	2456 OAKWOOD	Residential home
6h-1267-10	1503-1505 BEECH TREE DR	Rental
6H-1267-13	1502 BEECH TREE DR	Residential home
6H-1268-1-1	2191-2193 WEST POINT TERRACE	Rental
6H-1269-7	2319 NINTH ST	Residential home
6H-1270-1-2	1909 WOOD LN	Residential home
6H-1270-1-3	1915 WOOD LN	Residential home
6H-1430-K-12	2738 OAKWOOD DR	Residential home
6H-1487-A	2571 OAKWOOD DR	Residential home
6H-1487-B	2567 OAKWOOD DR	Residential home
6H-1491-2	2532 HAZELWOOD LN	Rental
6H-1494-4	1915 BELMONT DR	Residential home
6H-1497	2465 OAKWOOD DR	Residential home
6H-1500-3	2415 SHADY OAK DR	Residential home
6H-1500-4	2413 SHADY OAK DR	Residential home
6H-1501-1-D	1924 WOOD LN	Residential home
6H-1501-2	2420 SHADY OAK	Residential home
6H-1502-5	2418 IRONWOOD	Residential home
6H-1503-1	2420 HAZELWOOD LN	Residential home
6H-1507-5	2484-2486 HAZELWOOD	Rental
6H-1508-M-28	1954 STRAWBERRY LN	Residential home
6H-1508-M-12-1	2706 HAZELWOOD LN	Residential home
6H-1508-M-48	1932 MULBERRY LN	Residential home
6H-1529	2720-2722 KLEE ST	Rental
6H-1554	2713 KLEE ST	Residential home
6H-1547	2666 OAKWOOD	Residential home
6H-1548	2691 HE-NIS-RA LN	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-1571	2105 NINTH ST	Residential home
6H-1580	1438 SPRINGDALE LN	Residential home
6H-1595	2041 RED OAK DR	Residential home
6H-1601	2159 RED OAK DR	Residential home
6H-1606	2258 RED OAK DR	Residential home
6H-1608	1508 ACORN DR	Residential home
6H-1628	2155 HUTSON RD	former Accounting Bldg.
6H-1633	2035 LARSEN RD	Macco Flooring
6H-1658	2201 SHAMROCK LN	Residential home
6H-1679	1330 HOBART DR	Residential home
6H-1680	1338 HOBART DR	Residential home
6H-1687	2291 NINTH ST	Residential home
6H-1721-2	701-703 PACKERLAND DR	Rental
6H-1722	2522 W. MASON ST	Casino
6H-1722-1	2514 W MASON ST	Casino
6H-1723	2550 W. MASON ST	Bay Bank
6H-1726	909 PACKERLAND DR	Skenandoah Complex
6H-1732-1	501 PACKERLAND DR	Oneida One Stop/ Market
6H-1746-3	2630 W MASON ST	Judicial
6H-1769	2642 FORESTVILLE DR	Residential home
6H-1785	1406 BROCOIN WY	Residential home
6H-1788	1330 BROCOIN WY	Residential home
6H-1790	1310 BROCOIN WY	Residential home
6H-1791	1309 BROCOIN WY	Residential home
6H-1792	1313 BROCOIN WY	Residential home
6H-1794	1327 BROCOIN WY	Residential home
6H-1797	1401 BROCOIN WY	Residential home
6H-1799	2716 RAMADA LN	Residential home
6H-1801	1338 BAUMGART RD	Residential home
6H-1802	1334 BAUMGART RD	Residential home
6H-1803	1328 BAUMGART RD	Residential home
6H-1804	1320 BAUMGART RD	Residential home
6H-1805	1314 BAUMGART RD	Residential home
6H-1806	1308 BAUMGART RD	Residential home
6H-1807	1309 BAUMGART	Residential home
6H-1811	1335 BAUMGART RD	Residential home
6H-1812	1339 BAUMGART RD	Residential home
6H-1813	1401 BAUMGART RD	Residential home
6H-1815	1416 HOBART DR	Residential home
6H-1881	2464 HE-NIS-RA LN	Residential home
6H-1904	2498 VALIANT LN	Residential home
6H-1973	2580 ZAK LN	Residential home
6H-1986	1936 EVERBREEZE RD	Residential home
6H-1987	1946 EVERBREEZE RD	Residential home
6H-2029	2502 LAREDO LN	Residential home
6H-2034	2534 LAREDO LN	Residential home
6H-2036	2546 LAREDO LN	Residential home
6H-2042	1200 ELDORA LN	Residential home
6H-2069	2567-2569 TROJAN DR	Rental
6H-2090	2050 OAKWOOD	Residential home
6H-2091	2070 OAKWOOD	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-2135	1615 ST. CHROSTOPHER CT	Residential home
6H-2156	2536 CHERRYWOOD LN	Residential home
6H-2165	2577 CHERRYWOOD	Residential home
6H-2195	2572 ZAK LN	Residential home
6H-2196	2564 ZAK LN	Residential home
6H-2182	2440 W MASON ST	Subway in Walmart
6H-2189	2550-2552 HAZELWOOD LN	Rental
6H-2206	1801-1803 PACKERLAND DR	Rental
6H-2208	1715-1717 PACKERLAND DR	Rental
6H-2209	1705-1707 PACKLERLAND DR	Rental
6H-2236	2564 ST. STEVEN CT	Residential home
6H-2244	2566 HE-NIS-RA LN	Residential home
6H-2254	2776 CANDLE LN	Residential home
6H-2255	1949 CANDLE WAY	Residential home
6H-2266	2778 CANDLE CT	Residential home
6H-2269	1956 CANCEL WAY	Residential home
6H-2275	1967 SOUTH POINT RD	Residential home
6H-2334	220 SEMINOLE LN	Residential home
6H-2340	2660 SHAG BARK LN	Residential home
6H-2354	2664 SEQUOIA LN	Residential home
6H-2363	1233 CRESTWOOD DR	Residential home
6H-2398	2443 PARKWOOD	Residential home
6H-2451	2523-2525 DUNBAR LN	Rental
6H-2453	1965-1967 BELMONT DR	Rental
6H-2469	2046-2048 PACKERLAND DR	Rental
6H-2472	2024-2026 PACKERLAND DR	Rental
6H-2606	715 GREEN RIDGE DR	Residential home
6H-2621	820 GREEN RIDGE DR	Residential home
6H-2627	729 ROLLING GREEN	Residential home
6H-2654	3110 EAGLE TERRACE	Residential home
6H-2657	3131 EAGLE TERRACE	Residential home
6H-2662	540 ROLLING GREEN DR	Residential home
6H-2666	604 ROLLING GREEN DR	Residential home
6H-2668	3144 DAYS END	Residential home
6H-2670	716 ROLLING GREEN DR	Residential home
6H-2707	2069-2071 PACKERLAND DR	Rental
6H-2711	3095 SANDIA DR	Residential home
6H-2717	1327 OASIS DR	Residential home
6H-2726	3076 FERNDAL DR	Residential home
6H-2728	3068 FERNDAL DR	Residential home
6H-2729	3064 FERNDAL DR	Residential home
6H-2730	3060 FERNDAL DR	Residential home
6H-2734	3032 FERNDAL DR	Residential home
6H-2737	13509 MIRAGE	Residential home
6H-2739	1340 MIRAGE DR	Residential home
6H-2740	1330 MIRAGE DR	Residential home
6H-2767	1328-1330 LACOUNT RD	Rental
6H-2770	1334-1336 LA COUNT RD	Rental
6H-2773	1405 MIRAGE DR	Residential home
6H-2774	1415 MIRAGE DR	Residential home
6H-2776	1410-1412 LA COUNT RD	Rental

PARCEL	LOCATION	COMMENT(S)
6H-2781	3033 FERNDALE DR	Residential home
6H-2784	3045 FERNDALE DR	Residential home
6H-2786	3053 FERNDALE DR	Residential home
6H-2790	3081 FERNDALE DR	Residential home
6H-2793	3097 FERNDALE DR	Residential home
6H-2819	3020 WEST POINT RD	Residential home
6H-2831	2966 FERNDALE DR	Residential home
6H-2834	1399 SANDHILL DR	Residential home
6H-2856	2949 FERNDALE DR	Residential home
6H-2871	3033 FERNDALE DR	Residential home
6H-2874	1405 DANCING DUNES DR	Residential home
6H-2928	1329 LA COUNT RD	Residential home
6H-2928-1	1331 LA COUNT RD	Residential home
6H-2929-1	1319 LA COUNT RD	Residential home
6H-2935	2980-2982 SUNSHINE PL	Rental
6H-2945	1231-1233 SHEPHERDS PATH	Rental
6H-2947	3034-3036 CACTUS CT	(3036) Rental & (3034) ownership
6H-2948	1205 SHEPHERDS PATH	Residential home
6H-2949	1197 SHEPHERDS PATH	Residential home
6H-2951	1145 SHEPHERDS PATH	Residential home
6H-2954	3036 SUMMER PL	Residential home
6H-2964	3065 SUMMER PL	Residential home
6H-2967	1146 SHEPHERDS PATH	Residential home
6H-2968	3062 SUNDANCE AV	Residential home
6H-2970	3072 SUNDANCE AV	Residential home
6H-2973	3090 SUNDANCE	Residential home
6H-2982	1206 SHEPHERDS PATH	Residential home
6H-2983	1210 SHEPHERDS PATH	Residential home
6H-2984	3062 CACTUS AV	Residential home
6H-2986	3070 CACTUS AV	Residential home
6H-2991	3095 CACTUS AV	Residential home
6H-2994	3075 CACTUS AV	Residential home
6H-3006	1235-1237 WESTERN MEADOWS DR	Rental
6H-3016	1230 WESTERN MEADOWS DR	Residential home
6H-3018	3116 SANDIA DR	Residential home
6H-3027	1145 SANDSTONE PL	Residential home
6H-3048	2480 N. CHICKADEE	Residential home
6H-3077	996 SQUARE TERRACE	Residential home
6H-3079	1008-1010 SQUARE TERRACE	rental
6H-3084	3049-3051 WEDGE CT	Rental
6H-3115	3018 SUMMER PL	Residential home
6H-3118	3080 PAR CT	Residential home
6H-3154	2151 KING JAMES	Residential home
6H-3167	2760 INDEPENDENCE DR	Residential home
6H-3221	1700 KALAHARI DR	Residential home
6H-3256	2690 CORMIER RD	Residential home
6H-3240	1520 DANCING DUNES DR	Residential home
6H-3259	2175 WOODCREST DR	Residential home
6H-3261	2163 WOODCREST DR	Residential home
6H-3274	2160 WOODCREST DR	Residential home
6H-3323	2750 YORKTOWN	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-3331	2069 CANDLE WAY	Residential home
6H-3332	2059 CANDLE WAY	Residential home
6H-3338	2011 CANDLE WAY	Residential home
6H-3416	2119-2121 PACKERLAND	Residential home
6H-3477	2179 SOUTH POINT RD	Individual Trust
6H-3523	3105 SANDIA DR	Residential home
6H-3524	3107 SANDIA DR	Residential home
6H-3527	1315 SANDSTONE DR	Residential home
6H-3542	3140 SUNLAND CI	Residential home
6H-3369	2924 SANDIA DR	Residential home
6H-3550	2924 SANDIA DR	Residential home
6H-3597	2946-2948 SORENSON DR	Residential home
6H-3641	2995 SORENSON	Residential home
6H-3644	1199 LA COUNT RD	Residential home
6H-3645	1205 LA COUNT RD	Residential home
6H-3687	2880 ANTLER TRAIL	Residential home
6H-3698	2960 FLEETWOOD	Residential home
6H-3655	2081 SUGAR MAPLE CT	Residential home
6H-3769	2970 SORENSON DR	Residential home
6H-3785	2488 SHADY OAK DR	Residential home
6H-3843	610 NIGHT CT	Residential home
6H-3968	1820 NOBLEMEN CT	Residential home
6H-3969	1818 NOBLEMEN CT	Residential home
6H-4050	2075 WINTERCRESS	Residential home
6H-4088	2106 SUGAR MAPLE CT	Residential home
6H-4119	2855 OGDAN WOOD SR	Residential home
6H-4142	3157 WEST POINT RD	Residential home
6H-4155	3011 WEST POINT RD	Residential home

From: Melinda J. Danforth
Sent: Thursday, February 25, 2021 8:37 AM
To: BC_Agenda_Requests@oneidanation.org
Subject: FW: CGA Term
Attachments: Oneida Nation_COGB_Cooperative Governance Agreement REDLINED 2.24.21.docx

I would like to include this in the BC packet as a counterproposal from the City of Green Bay. The only change is reducing the term of the agreement from 15 years to 10 years with two automatic renewals (the renewal language hasn't changed).

Melinda J. Danforth, Director

Intergovernmental Affairs

Oneida Nation
P.O. Box 365
Oneida, WI 54155

Phone: (920) 869-4022
Cell: (920) 562-0290
Fax: (920) 869-4040
Email: mdanforj@oneidanation.org



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

COOPERATIVE GOVERNANCE AGREEMENT

BETWEEN

THE ONEIDA NATION

AND

THE CITY OF GREEN BAY

THIS AGREEMENT, by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”),

WITNESSETH:

WHEREAS, the Nation and the City have been good neighbors and desire the spirit of cooperation between the two governments to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation owns fee title to parcels of land located within the City, and the Nation may apply to have such parcels taken into trust by the United States; and

WHEREAS, the United States holds title to parcels of land within the City in trust for the benefit of the Nation; and

WHEREAS, both the Nation and the City provide services which benefit properties, residents, and the community within the Oneida Reservation and the City; and

WHEREAS, the services provided by the Nation and the City complement each other and are not intended to create duplication of services; and

WHEREAS, the City derives revenue from the taxation of real property, among other things; and

WHEREAS, lands held in trust by the United States for the benefit of the Nation are exempt from taxation under federal law due to the Nation’s status as a sovereign; and

WHEREAS, the Nation and the City enjoy a relationship of mutual trust and respect; and

WHEREAS, both the Nation and the City exercise jurisdiction and provide governmental services within their respective territories, and both the Nation and the City recognize the importance of collaborative efforts to enhance governmental services and to mitigate costs associated with providing governmental services; and

WHEREAS, the officers and officials of the City have a duty to uphold the laws of the United States and the State of Wisconsin, including complying with the terms of the 1838 Treaty; and

WHEREAS, it is mutually beneficial to the parties to put their understandings in writing;

The Nation and the City hereby agree to the following terms and conditions:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. “Class III Gaming” has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).
 - b. “Gaming Compact” means the agreement entered into by the Nation and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Nation’s Indian lands within the State of Wisconsin, and all amendments to such agreement.
 - c. “Oneida Reservation” or “Reservation” means the land set aside for the use and occupancy of the Nation and its Members pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, encompassing approximately 65,400 acres, and any lands added thereto pursuant to federal law.
 - d. “Tribal Fee Land” means land to which the Nation holds title in fee simple.
 - e. “Tribal Land” means Tribal Fee Land on the Reservation and Tribal Trust Land.
 - f. “Tribal Member” or “Member” means a duly enrolled member of the Nation.
 - g. “Tribal Trust Land” means land to which the United States holds title for the benefit of the Nation pursuant to federal law.
 - h. “Year” means the fiscal year beginning on October 1st of a given calendar year and ending on September 30th of the following calendar year.
2. **TERM.** The term of this Agreement shall be ~~fifteen-ten~~ (150) years, commencing on the date the Agreement is executed by both parties, and ending on December 31, 20350, and shall automatically renew for successive five (5) year terms.

3. **LAW ENFORCEMENT MUTUAL AID.** The Oneida Police Department and the Green Bay Police Department will provide mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services (“Mutual Aid”). The conditions under which Mutual Aid shall be provided are set forth in full in Attachment B, which the parties may from time to time amend.
4. **INTERGOVERNMENTAL COOPERATION.** The parties agree to work collaboratively to the greatest extent possible in order to foster positive intergovernmental relationships, achieve common goals, and realize efficiencies in the delivery of programs and services, including but not limited to the following efforts:
- a. **Point of Contact.** The parties hereby designate the following representatives as points of contact who shall have primary responsibility for ensuring compliance, receiving notice, and ensuring continued participation under this Agreement:
- | | |
|---------------------------------|------------------------------------|
| City of Green Bay: | Oneida Nation: |
| Chief of Staff | Tribal Secretary |
| City of Green Bay | Intergovernmental Affairs Director |
| 100 North Jefferson St., Rm 200 | Oneida Nation |
| Green Bay, WI 54313 | P.O. Box 365 |
| | Oneida, WI 54155 |
- A party may only change its designated Point of Contact by providing written notice to the other party.
- b. **Information Sharing.** The parties will collaborate on mapping and share data bases concerning issues of mutual interest and concern, including but not limited to parcel information, zoning, land use, land ownership status, census information, archeological/historical background (with appropriate limitations on culturally sensitive sites and public access), utilities, roads and rights of way, etc.
- c. **Resource Sharing.** The parties agree to make equipment, supplies, and other physical assets available to each other on an at-cost or in-kind basis when permissible and feasible in order to facilitate the delivery of governmental services and to promote the common good.
- d. **Cost Mitigation.** The parties will actively explore ways to conserve resources through cooperation and agree to accept and review proposals from each other regarding potential cost saving measures related to the delivery of governmental programs and services.
- e. **Grants and Funding Sources.** The parties agree to support each other in seeking grants and other sources of funding, and agree, to the extent feasible, to share knowledge and expertise regarding grant opportunities and grant writing.

- f. Legislative Initiatives. The parties agree to share information regarding legislative initiatives on matters of mutual concern and in which their interests coincide, and each party agrees to consider the interests of the other party in determining whether to support or oppose legislative proposals.
 - g. Environmental Protection. The parties each provide programs and services which protect the environment and promote human health and agree to coordinate such activities to the extent possible and to work together on public education, stormwater management, responses to spills, clean sweep programs, and the like.
 - h. Departmental Meetings. Each party will identify a contact person to facilitate meetings between corresponding departmental staff of the parties in order to identify issues of concern, address emergent issues, and promote intergovernmental cooperation. The parties' contact persons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.
 - i. Liaisons. Each party will identify representatives to serve as liaisons to relevant boards, committees and commissions of the other party for the purpose of facilitating communication. The parties' liaisons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.
5. **BAY BEACH WILDLIFE SANCTUARY.** The mission of the City's Bay Beach Wildlife Sanctuary (the "Sanctuary") is: "To provide an urban wildlife refuge where people can interact with wildlife, plants and other natural resources through environmental education and recreation." This mission corresponds with and complements the Nation's goals of protecting and enhancing the natural environment. Despite the City's ongoing commitment and efforts to maintain the Sanctuary, additional capital improvements, education, and services are necessary to enable the Sanctuary to fulfill its mission. In recognition of the mutual benefit of the Sanctuary to the community, the Nation agrees to make a one-time payment of \$150,000 to further the mission of the Sanctuary.
6. **NEIGHBORHOOD LAND USE**
- a. The Oneida Code of Laws contains zoning, building, nuisance, and other land use regulations ("Land Use Regulations") which are applicable to the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land. City ordinances addressing Land Use Regulations do not apply to the Nation or Tribal Members on the Reservation.
 - b. The parties agree to work together to improve neighborhood services and recognize that communication between the parties is the best way to achieve this goal. The parties shall each identify a contact person responsible for communication regarding land use regulation issues, and Tribal staff and City staff shall meet quarterly.

- c. The City agrees to refer land use regulation issues concerning the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the Nation's contact person and appropriate tribal staff. The Nation agrees to refer neighborhood peace and safety issues concerning nonmembers on non-tribal land to the City's contact person and appropriate city staff.
- d. The parties' contact persons and staff members are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

7. PUBLIC IMPROVEMENTS.

- a. Residential Street Improvements. The City does not currently assess property owners the cost of residential street repairs. Instead, the City collects a vehicle registration tax ("Wheel Tax") in lieu of the assessments for street improvements on residential properties. The Annual Payment under section 8 below covers the cost of all residential street improvements benefitting Tribal Land. In the event the City in the future assesses the cost of street improvements on residential properties, the Nation will pay the actual proportional cost of all such improvements benefitting Tribal Land in the same manner as provided for in subsection (b) below, and all amounts paid by the Nation for such improvements shall be credited against the Annual Payment for the year in which they are paid.
- b. To the extent the City assesses the cost of public improvements against properties benefitted by such improvements, the Nation agrees to pay the actual, proportional cost of all public improvements benefitting Tribal Land including, but not limited to, grading, graveling, storm and sanitary sewer and laterals, water mains and laterals, sidewalks, paving and relays, reconstructions, overlays or repairs thereof, to the same extent and on the same basis as such costs are charged to other property owners. The Nation agrees to pay those costs in accordance with the following procedure: The City will not take any action to levy assessments for such improvements but will inform the Nation of the proposed improvement and the estimated cost thereof not less than thirty (30) days prior to commencement of the project. The City agrees to give due consideration to all comments which the Nation may submit regarding the project. The City will bill the Nation the cost of any such street improvement attributable to the Tribal Land upon completion of such improvement. The Nation will pay such bill in full within thirty (30) days of receipt thereof.

8. COMPENSATION.

- a. Annual Payment. In consideration of the services provided by the City, and the promises and agreements stated herein, the Nation shall make an annual payment (the "Annual Payment") to the City in accordance with the following schedule:

2021	\$322,192
2022-2025	\$525,000

2026-2030	\$575,000
2031-2035	\$625,000

On or before January 31, 2035, the parties shall enter into good faith negotiations regarding the amount of the Annual Payment for 2036 and following years. Either party may request peacemaking and/or non-binding mediation to facilitate such negotiations, and the parties shall thereafter engage in such peacemaking and/or mediation. Disagreements about the amount of the Annual Payment for 2036 and following years shall not be subject to arbitration. In the event the parties cannot agree on the amount of the Annual Payment for 2036 and following years by December 31, 2035, either party may terminate this agreement by providing written notice of termination to the other party.

The Nation may make Annual Payments in the form of cash or cash equivalents, in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements under section 7 above, provided that the Nation shall make a payment of at least \$300,000 annually in the form of cash or cash equivalents.

- b. **In-Kind and Non-Monetary Contributions.** The value of rights, goods and services which the Nation provides or transfers to the City shall be counted as part of the Annual Payment, provided the City accepts and agrees to such in-kind and non-monetary contributions. In-kind and non-monetary contributions shall be valued at the fair market value of the rights, goods or services, or the actual price paid by the Nation to acquire the rights, goods or services. For example, if the Nation acquires and transfers ownership of \$100,000 in firefighting equipment to the City in March 2030, the Nation shall receive a credit of \$100,000 against the Annual Payment for that year. Under no circumstances shall Nation's internal costs be considered to be in-kind or non-monetary contributions.
- c. **Cooperative Governance Project Payments.** Payments directly to a vendor or agency as part of a joint or cooperative project between the City and Nation shall be counted as part of the Annual Payment. The Nation shall receive a dollar-for-dollar credit for all expenditures made by the Nation in furtherance of such projects. For example, if the Nation pays \$100,000.00 to fund cooperative governance projects in March 2030, the Nation shall receive a credit of \$100,000.00 against the Annual Payment for that year.

Cooperative Governance Projects. Cooperative governance projects are intended to facilitate or enhance governmental services and/or to promote economic development. By way of illustration but not limitation, cooperative governance projects may include: the construction, maintenance, and repair of roads, bridges, pedestrian pathways, and related infrastructure; the construction, maintenance, and repair of storm sewers, storm water treatment facilities, and related infrastructure; the construction, maintenance, and repair of buildings, public facilities, and related infrastructure; the purchase of land; the procurement of leases, easements, or rights-

of-way; and the purchase of machinery, equipment, and tools; contracted lobbying services for the benefit of the City; contracted grant-writing services for the benefit of the City.

Cooperative Governance Project Team. Each party shall designate three (3) representatives to serve on a cooperative governance project team which shall be responsible for identifying, planning, bringing forward for approval, and overseeing the implementation of cooperative governance projects. The cooperative governance project team shall meet as frequently as necessary, and in no event fewer than four (4) times/year. With respect to each approved project, the cooperative governance project team shall determine the amount of credit to which the Nation shall be entitled for cooperative governance project payments and in-kind and non-monetary contributions to fund or facilitate the project.

The parties' cooperative governance team members are listed on Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

- d. Invoices and Payment. On or before February 1st of each year, the City will submit an invoice to the Nation reflecting the Annual Payment for that year. In the event the Nation disputes the invoice, the Nation shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days of receipt of the invoice. On or before September 30th, the Nation shall pay the Annual Payment less any amounts taken as credits for in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements, and shall itemize the amounts of such credits in writing. In the event the City disputes the amounts taken as credits by the Nation, the City shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days.
- e. Suspension of Payments. In the event of a Change in Circumstances which affects the Nation's ability to make Annual Payments, the Nation may suspend payment until such time as the Change in Circumstances has abated, and thereafter shall pay the suspended Annual Payment(s) in three equal annual installments beginning in the year after the Change in Circumstances has abated or as the parties may otherwise in writing agree. If the Change in Circumstances persists in excess of one (1) year, either party may terminate this Agreement upon written notice to the other party; provided, however, that the obligation to pay the Annual Payment shall not be affected until termination, and all amounts accruing prior to termination shall remain due. The parties shall thereafter enter into good faith discussions regarding the possibility of entering into a successor agreement. For purposes of this subsection 8(e), Change in Circumstances includes: (1) impairment of the Nation's ability to conduct Class III gaming at the locations at which the Nation currently conducts such gaming due to adverse court decision(s), acts of God, or otherwise; (2) shutdown of the federal government lasting three months or more; and (3) economic recession defined as lasting two quarters or more. A party may not terminate this Agreement

pursuant to this section 8(e) unless payments have been suspended due to a Change in Circumstances, and the Change in Circumstances persists in excess of one (1) year.

- f. Repayment by City. In the event the Nation serves written notice of dispute on the City under subsection 10(a) below alleging the City has materially breached the terms of this Agreement, the Nation's obligation to make Annual Payments shall continue pending resolution of the dispute pursuant to the procedures outlined in section 10 below. If an Arbitration Panel empaneled pursuant to subsection 10(d) below determines the City has materially breached or is materially breaching the terms of this Agreement, the City shall repay to the Nation those amounts paid under subsection 8(a) above and return any in-kind and non-monetary contributions received under subsection 8(b) above, from the date of service of the written notice of dispute to the date of the Arbitration Panel's determination, order and/or judgment. The requirements of this subsection 8(f) shall not apply to any Cooperative Governance Projects Payments identified in subsection 8(c) above, which projects the parties agree are mutually beneficial to the City and Nation. In addition, if the City does not cure such breach within fifteen (15) days of such determination, order and/or judgment, the Nation may terminate this Agreement pursuant to section 13 below and thereupon shall not be required to make any payments to the City. For purposes of this subsection 8(f), any violation by the City of the provisions of section 9 below shall be deemed to be a material breach of this Agreement.

9. LAND INTO TRUST.

- a. When the Nation acquires fee title to land located within the City, the Nation will notify the City of the acquisition and the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, and 5) the Nation's proposed use of the land. Upon receiving such notice, the City may request a meeting and the parties shall thereafter meet to discuss any issues or matters raised by the City pertaining to that parcel.
- b. At least sixty (60) days prior to submitting an application to have land within the City taken into trust, the Nation will send notice to the City which includes the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, 5) the Nation's proposed use of the land after trust acquisition, and 6) any proposed development or improvements to the land. Within thirty (30) days of receiving such notice, the City shall identify in writing any issues or matters pertaining to the land, and the parties shall thereafter meet within ten (10) days, or at any other time mutually agreeable, to discuss such issues or matters. Prior to submitting the application, the Nation shall inform the City in writing of any measures it may take to address any issues or matters raised by the City. After sixty (60) days have elapsed from the date of the Nation's notice to the City, the Nation may file the application, and shall clearly identify in the application any unresolved issues or matters, any actions taken or proposed to be taken by the Nation to address the issues or matters, and any final positions taken by the City or the Nation with

- regard to the unresolved issues or matters. Either party may thereafter request mediation or peacemaking to attempt to resolve the issues or matters, and the parties shall engage in such mediation or peacemaking. This subsection 9(b) shall not apply to any applications filed by the Nation prior to the effective date of this Agreement.
- c. The City will not oppose applications by the Nation to have land taken into trust during the term of this Agreement if the following criteria are satisfied: 1) the Nation has held fee title to the land in question for a period of three (3) years or more prior to the date of the application; or prior to the Nation's acquisition, a tax exempt entity held title to the land in question; 2) the Nation has met its obligations under subsection 9(b) above with respect to the application in question; and 3) the Nation has not been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolution procedures set forth in subsection 10(d) below; or if the Nation has been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolutions procedures set forth in subsection 10(d) below, such noncompliance has been cured or corrected. If these criteria are not satisfied, the City may object to the application as provided for in 25 C.F.R. Part 151. Notwithstanding the foregoing, in no event shall the City challenge the authority of the Secretary of the United States Department of the Interior to take land into trust for the benefit of the Nation on the grounds the Nation allegedly was not under federal jurisdiction in 1934 or otherwise.
 - d. If a representative of the City, in his or her official or personal capacity, submits an objection to the United States Bureau of Indian Affairs or other responsible federal agency regarding an application for trust acquisition of Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable submit appropriate correspondence to the United States Bureau of Indian Affairs or other responsible federal agency attesting that the objector does not represent the interests of the City or have authority to speak on the City's behalf. In addition, if a representative of the City, in his or her official or personal capacity, appeals a notice of decision or other determination issued by the Bureau of Indian Affairs or other responsible federal agency to place into trust Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable file appropriate pleadings or correspondence with the Interior Board of Indian Appeals or other responsible hearing body attesting that appellant does not represent the interests of the City or have authority to speak on the City's behalf.
 - e. Upon execution of this Agreement and in consideration of the promises and payments identified herein, the City shall withdraw any and all objections it has submitted to the Bureau of Indian Affairs or Department of the Interior regarding the Nation's applications to have land placed into trust, and shall withdraw and move for the immediate dismissal with prejudice of any and all appeals it has filed with the Interior Board of Indian Appeals of notices of decision to place land into trust for the Nation.

10. DISPUTE RESOLUTION.

- a. **Negotiation.** If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- b. **Peacemaking.** If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to attempt to settle the dispute through peacemaking.
- c. **Mediation.** If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, and peacemaking has been unsuccessful, the parties may agree in writing to attempt to settle the dispute by non-binding mediation.
- d. **Arbitration.** If a dispute is not resolved within one hundred twenty (120) days of service of the notice provided for in subsection (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree.
 - i. **Arbitration Panel.** Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.
 - ii. **Cost of Arbitration.** The cost of arbitration shall be borne equally by the parties, with one-half (1/2) of the cost charged to the Nation and one-half (1/2) of the cost charged to the City, and each shall bear its own expenses.
- e. **Limited Waiver of Immunity.** The City and the Nation specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

- 11. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties on the subjects addressed herein.

12. **AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not otherwise be subject to dispute resolution or arbitration.
13. **TERMINATION.** This Agreement may be terminated only in one of the following ways: 1) this Agreement will immediately terminate and cease to be effective in the event the City no longer provides services to the Nation; 2) this Agreement will immediately terminate and cease to be effective in the event the Nation for any reason ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin; 3) the parties may terminate this Agreement by mutual agreement, provided that such agreement is reduced to writing and signed by both parties, and 4) either party may terminate this Agreement by serving written notice of termination in accordance with subsection 8(a) above; 5) either party may terminate this Agreement by serving written notice of termination pursuant to subsection 8(e) above; and 6) either party may terminate this Agreement by serving written notice of termination on the other party in the event an Arbitration Panel determines the other party has materially breached the terms of this Agreement and the other party does not immediately cure such breach. Upon termination, neither party shall have any further obligation under this Agreement, except that the provisions of section 10 above shall survive termination of this Agreement.
14. **NOTICE.** Notice provided by a party under this Agreement must be in writing sent by either e-mail, read receipt requested, or certified mail, return receipt requested, to the appropriate representative(s) of the other party as set forth in Attachment A.
15. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Nation or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.
16. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to the other. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.
17. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of the Nation and the City, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
18. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

ONEIDA NATION

CITY OF GREEN BAY

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

By: _____
Celestine Jeffreys, Clerk
Date: _____

Seal of the
Oneida Nation

Seal of the
City of Green Bay

Oneida Business Committee Agenda Request

Approve the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation.

1. Meeting Date Requested: 03 / 02 / 21

2. General Information:

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

Agenda Header:

Accept as Information only

Action - please describe:

The Oneida Nation and the City of Green Bay Mayor have in full faith negotiated a Cooperative Governance Agreement and Law Enforcement Response & Mutual Assistance Agreement. At the December 15, 2020 Business Committee Work Session, the Business Committee agreed to move these agreements forward with some changes. A review occurred at the January 13, 2021 Business Committee meeting and final draft agreements have been finalized and being presented to the Business Committee for consideration of approval.

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:

See attached memorandum.

Requested Action:

1. Approve the Oneida Nation and City of Green Bay Law Enforcement Response and Mutual Assistance agreement and a limited waiver of sovereign immunity.

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

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

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



MEMORANDUM

TO: Business Committee

FROM: Melinda J. Danforth, IGAC Director

DATE: March 2, 2021

SUBJECT: Oneida Nation/*Green Bay Cooperative Governance and Mutual Aid Agreement*

Formally requesting the Business Committee's consideration of the Oneida Nation/City of Green Bay Cooperative Governance and Mutual Aid Agreements.

Background

In 2009, the Oneida Nation entered into a service agreement with the City of Green Bay. In that era, the Nation was compensating the City under a "payment in lieu of taxes" philosophy under which the Nation paid the City for services provided to trust properties and received credits for services provided by the Nation. In 2016, and after disingenuous negotiations on the City's part, the City terminated the agreement.

In January 2019, former Green Bay Mayor Jim Schmidt requested a meeting with Nation officials to discuss the possibility of entering into negotiations for a new service agreement. The Nation honored the request and on February 1, 2019 met with Mayor Schmidt along with City Aldermen VanderLeest, Brunette and other staff officials. The Business Committee declined entering into negotiations citing that the Nation desired to complete other negotiations with Brown County and the Village of Ashwaubenon and also citing -that Aldermen VanderLeest and Brunette failed to disclose at the February 1st meeting that they both signed a letter from former GB Alderman Sladek indicating that they would protect the City's right to oppose land into trust. The Business Committee also wanted to wait to see who the next Green Bay Mayor would be, as the mayoral elections were only months away.

In a June 11, 2019 letter, the new Mayor, Eric Genrich, formally requested the Nation to meet to discuss consideration to enter into an intergovernmental agreement. On August 22, 2019 the Business Committee and the Mayor along with the Nation's respective top staff met. The

Nation and the City presented their vision and goals of a cooperative governance agreement.¹ The Mayor first issued an apology on behalf of the City for the previous Administration and City Council's behavior and statements. The Mayor informed the Nation that he was taking back his authority to negotiate the agreement, and it would be his responsibility to educate and obtain final approval from the City Council. The City's philosophy was to enter into an agreement that would uphold the United States Constitution and honor the treaties that the United States entered into with the Nation. The focus would be on the needs of the people, the Nation and City being mutually served while recognizing the jurisdiction and authorities of both governments, and to leverage our resources to provide for the needs of the people our governments both serve. After this initial meeting, a series of meetings occurred between the Nation, our divisional staff and the negotiating teams.²

Of note, a historic meeting was held on October 31, 2019 whereby the Nation and City department heads from 10 areas met, including; leadership (elected officials), finance, public works, police services, emergency management/fire, human resources, transit, water utility/environmental, community/economic development and parks. The goal of the meeting was to be able to identify issues and projects that could be addressed in the agreement, and for government and department counterparts to meet one another in person.

From this meeting, the draft cooperative governance documents were prepared, and the final review and discussions were finalized by the negotiating teams. In February 2020, the Business Committee was on the brink of approving the agreement, and the COVID-19 pandemic hit and the agreement was placed on hold due to cash flow and budgetary issues.

With the Fiscal Year 2021 budget being approved, the funding for this agreement lies within the service agreement line that was transferred from the Business Committee to Legislative Affairs.

On December 15, 2020 at the BC Work Session, the Business Committee received a presentation and draft agreements. Feedback was received on the documents that included incorporating a suspension clause, land into trust challenge provisions, and other minor changes to the document. Those changes were made to the agreement, and the Business

¹ In 2017, the Nation entered in to the first Cooperative Governance agreement with the Town of Oneida. The agreement can be found at <https://oneida-nsn.gov/dl-file.php?file=2016/02/2016-2021-Cooperative-Governance-Agreement-Between-Oneida-Nation-and-Town-of-Oneida-signed-7-2728-2017-1.pdf>

² The Nation's negotiating team was comprised of the Business Committee Officers, James Bittorf, Kelly McAndrews, Melinda J. Danforth, Tana Aguirre and Deborah Thundercloud. The City's negotiating team was comprised of Mayor Eric Genrich, Mayor's Chief of Staff Celestine Jeffreys, and City Attorney Vanessa Chavez.

Committee reviewed the drafts at the Regular BC meeting on January 13, 2021. The documents are now ready for the Business Committee's formal consideration of approval.

ONEIDA LAW OFFICE

CONFIDENTIAL: ATTORNEY/CLIENT WORK PRODUCT

TO: Melinda J. Danforth
Intergovernmental Affairs & Communications

Use this number on future correspondence:

2021-0034

FROM: James R. Bittorf, Deputy Chief Counsel

James R. Bittorf Digitally signed by James R. Bittorf
Date: 2021.02.09 10:31:43 -06'00'

DATE: February 9, 2021

RE: City of Green Bay-Law Enforcement Response and
Mutual Assistance Agreement

<i>Purchasing Department Use</i>
_____ Contract Approved
_____ Contract Not Approved
<i>(see attached explanation)</i>

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

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

- ✓ The document is in appropriate legal form. *(Execution is a management decision.)*
- ✓ Requires Business Committee approval prior to execution.

LAW ENFORCEMENT RESPONSE AND MUTUAL ASSISTANCE AGREEMENT**BETWEEN****ONEIDA NATION****AND****CITY OF GREEN BAY**

THIS AGREEMENT (“Agreement”), by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”).

WITNESSETH:

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

WHEREAS, the City established the Green Bay Police Department pursuant to State law in order to provide law enforcement services within the City of Green Bay; and

WHEREAS, beginning in 1996, the Nation and City codified the cooperation and collaboration of their two police departments in a mutual aid agreement; and

WHEREAS, the Oneida Police Department and Green Bay Police Department continue to work collaboratively to prevent and deter crime, to provide assistance in the form of trained personnel and/or equipment when requested by the other, and to promote effective law enforcement for the benefit of the entire community; and

WHEREAS, the Nation and the City continue to have good law enforcement relations and wish to reflect their spirit of cooperation and collaboration in an updated mutual aid agreement that reflects their current practices; and

WHEREAS, the Nation and City believe such mutual aid agreement is to the benefit of the entire community; and

WHEREAS, the General Tribal Council of the Nation is authorized to enter into this

Agreement pursuant to Art. IV., Sec. 1(a) of the Nation's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to sections 66.0301(1) and (2) of the Wisconsin Statutes.

NOW THEREFORE BE IT RESOLVED, that the Nation and the City mutually agree on the terms and conditions as follows:

AGREEMENT

1. DEFINITIONS.

- A.** "Arrest Related Death" means the death of any person who is: (1) detained by law enforcement; (2) under arrest; (3) in the process of being arrested; (4) en route to being incarcerated or detained.
- B.** "Deadly Force" means the intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm.
- C.** "Internal Investigation" means a formal investigation of an employee who has become the subject of possible misconduct.
- D.** "Lead Investigator" means the person in charge of the investigation, who plays a principal, guiding role.
- E.** "Officer Involved Death" shall be defined according to Wis. Stat. § 175.47(1)(c), or successor statute. Officer Involved Deaths include, but are not limited to the use of deadly force (shooting or otherwise) and traffic related fatalities.
- F.** "Officer Involved Injury" means any serious injury resulting from an application of force.
- G.** "Primary law enforcement response" means the police department which is responsible for providing the first law enforcement response or services in a specific area.
- H.** "Secondary law enforcement response" means the police department which is responsible for providing the secondary law enforcement response or services in a specific area. Secondary response may occur when the primary police department is unavailable, requests additional assistance, or any other circumstance additional law enforcement response is appropriate.
- I.** "Requesting Department" is the police department that requests the Responding Department to provide assistance with alternate or additional

law enforcement response or services.

J. “Responding Department” is the police department that responds to the Requesting Department to provide assistance with alternate or additional law enforcement response or services.

K. “Use of Force” means the application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

2. **TERM.** This Agreement shall become effective upon execution of this Agreement by both parties and shall remain in effect for the duration of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay, including renewals thereof.
3. **PRIOR AGREEMENT.** Upon the execution of this Agreement by both parties, the Law Enforcement Mutual Aid Agreement Between the Oneida Nation in Wisconsin and City of Green Bay executed October 16, 1996 is hereby terminated. This Agreement supersedes all prior agreements between the parties pertaining to mutual aid.
4. **COMPLIANCE WITH WISCONSIN LAW.** The parties recognize that Wis. Stat. § 165.92(2) authorizes tribal law enforcement officers to exercise the same powers to enforce the laws of the State and to make arrests for violations of such laws that sheriffs have, including powers granted to sheriffs under § 59.27 and 59.28 and under the common law. The parties acknowledge that Wis. Stat. § 165.92(3m) requires the Nation to pass a resolution waiving its right to sovereign immunity to the extent necessary to allow the enforcement in the courts of this State of its liability or to maintain an insurance policy covering any liabilities that may arise from the acts or omissions of its tribal law enforcement officers before its officers can exercise such powers. This Agreement is contingent on the Nation’s ongoing compliance with the provisions of Wis. Stat. § 165.92(3m), or any statutory successor. In the event it is determined that the Nation is not in compliance with Wis. Stat. § 165.92(3m), or any statutory successor, the terms of this Agreement shall be suspended until compliance is achieved by the Nation, which the Nation agrees to pursue diligently.
5. **PURPOSE.** The primary responsibility of the Oneida Police Department and Green Bay Police Department is to provide law enforcement services and protection to their community. This Agreement is intended to clarify each Department’s areas of primary and secondary response, provide for mutual assistance when requested, and provide for the provision of additional services such as providing the Requesting Department with an independent law enforcement agency to provide a criminal investigation into certain use of force situations, certain officer-involved injuries, and officer-involved deaths.
6. **OPERATIONAL PLANS AND PROTOCOLS.** The Chiefs of the Oneida and Green Bay Police Departments may jointly promulgate operational plans, protocols or policies in order to implement the intent and purposes of this

Agreement. The provisions of such operational plans, protocols or policies shall be consistent with the provisions of this Agreement.

7. LAW ENFORCEMENT RESPONSE IN OVERLAPPING JURISDICTION.

A. Grant of Authority and Scope.

1. **Territorial Jurisdiction of the Oneida Police Department.** The Oneida Nation GIS Department maintains up-to-date maps of the official Oneida Nation Reservation boundaries. The Nation shall make such maps available to the City upon request.
2. **Territorial Jurisdiction of the City of Green Bay Police Department.** The City of Green Bay GIS Division maintains up-to-date maps of official City of Green Bay boundaries. The City shall make such maps available to the Nation upon request.
3. **Overlapping Territorial Jurisdiction.** The Nation and the City have overlapping territorial jurisdiction in the City of Green Bay. A copy of a map depicting the overlapping territorial jurisdiction is attached hereto as **Appendix A**.
4. **Concurrent Jurisdiction.** “Concurrent Jurisdiction” refers to the sharing of or having equal authority within the same jurisdictional boundaries by two or more law enforcement entities. The Oneida Police Department and City of Green Bay Police Department have concurrent jurisdiction over criminal matters occurring in their overlapping territorial jurisdiction. It is the policy of both Departments to provide assistance and cooperation to one another when they are performing law enforcement duties in their overlapping territorial jurisdiction.

B. Areas of Responsibility.

1. The Oneida Police Department will be responsible for providing primary law enforcement response and services to the locations and/or areas attached hereto as **Appendix B**, which may from time to time be amended to reflect current response areas. The City will be responsible for providing secondary law enforcement response and services to the locations and/or areas in **Appendix B**. The list of properties in **Appendix B** shall be provided to the communication entity/system to be coded in the communication system.
2. The Nation may update **Appendix B** by providing an updated list of tribal properties the Oneida Police Department will provide primary law enforcement response and services to. The Green Bay Police department will be responsible to provide

primary law enforcement response and services to all other areas within the City of Green Bay, including the parties' overlapping territorial jurisdiction. The parties agree to work together and with any other communication entity/system in order to code necessary properties to reflect the agreed upon law enforcement response, provided however, that in the event of a conflict between **Appendix B** and the coding in the communication system, the law enforcement response shall be in accordance with the coding in the communication system. Neither Department has any responsibility to review **Appendix B** prior to responding to a call, and may rely exclusively on the coding in the communication system as the basis for their response.

3. Nothing in this Agreement shall be construed to prevent the officers from each Department from performing community policing or other self-initiated law enforcement activity, or otherwise assisting one another, in the parties' overlapping territorial jurisdiction.
4. The parties understand that any request for mutual assistance beyond their territorial jurisdiction requires compliance with the requirements in Wis. Stat. § 66.0313.

C. Handling of Calls.

1. Calls for assistance within the areas described above in Paragraph 7.B are the sole responsibility of the Department designated as providing primary law enforcement response and services. If all officers of the primary Department are busy or otherwise determine that assistance is needed, the primary Department may make a request for response to the secondary Department.
2. When the Department designated to provide secondary law enforcement response and services responds to a call in lieu of the primary Department, that secondary Department generally agrees to handle the call in its entirety. This does not preclude the Responding Department from seeking additional assistance from the Requesting Department for follow-up work.

8. RESPONDING TO REQUESTS FOR ASSISTANCE.

- A.** Officers from one Department will assist any officer from the other Department whenever such assistance is requested. Requests may be made through any means available.
- B.** The Requesting Department shall retain jurisdiction over the call for the entirety of its duration regardless of whether that Department would have secondary or primary jurisdiction. Under no circumstances shall

either Department assert jurisdiction over a call for which it is the Responding Department, and instead the parties agree to provide support when responding unless the Requesting Department specifically states to the highest ranking officer on the scene that jurisdiction is being transferred to the Responding Department.

- C. When requests for assistance are made, the officer will notify his/her Communications Center as soon as reasonably possible, unless such request for assistance was given by the Communications Center. Officers are responsible for notifying their respective supervisors of requests for assistance, based upon their departmental policies and expectations.
- D. If for some reason the officer is not able to respond to the request for assistance from the Requesting Department, the Communications Center will notify the Requesting Department immediately. As soon as officers are free to respond from the Responding Department, the officer or the Communications Center will notify the Requesting Department and determine if assistance is still needed.
- E. Refusal, insubordination, misconduct or any other non-professional behavior from any officer from the Requesting or Responding Department will be dealt with according to the rules and regulations of that officer's Department.

9. AUTHORITY TO ISSUE MUNICIPAL AND TRIBAL ORDINANCE CITATIONS. Should the Oneida Police Department and/or Green Bay Police Departments agree to a grant of authority to authorize officers from the other Department to enforce City and/or Tribal ordinances, this Agreement may be amended or an addendum agreement may be entered into and incorporated herein as referenced by such document.

10. INVESTIGATIVE SERVICES. The Parties agree to provide additional Investigative Services in accordance with Wis. Stat. § 66.0301 and § 175.47 and in accordance with the provisions set forth herein.

- A. **Cooperation.** The Requesting Department shall cooperate with the Responding Department's investigation.
- B. **Written Policy.** The Requesting Department shall provide its written policy regarding the investigation of officer-involved deaths as well as any other pertinent policy to the Responding Department.
- C. **Required Investigators.** When requested to provide a criminal investigation for certain use-of-force situations, certain officer-involved injuries, and officer-involved deaths, the Responding Department shall provide at least

two (2) investigators. The Responding Department shall designate one investigator to serve as the lead investigator. No investigator or other staff provided by the Responding Department shall be an employee of the Requesting Department.

- D.** Internal Investigations. The Requesting Department may assign up to two (2) investigators to perform an internal investigation, so long as such internal investigation does not interfere with the investigation being performed by the Responding Department. Although the Requesting Department may seek additional outside assistance to perform its internal investigation, it may not request the Responding Department to assist with the internal investigation.
- E.** Expeditious Investigation. The investigators performing the investigation shall perform all functions of law enforcement, perform the investigation in an expeditious manner, and shall provide a complete report to the District Attorney of the county in which the use of force, officer-involved death, or other incident occurred.
- F.** Release of Report. Records requests pertaining to the report shall be processed in accordance with the Open Records law that applies to the Department that receives the records request. The report shall be maintained by the Responding Department in accordance with its standard policies and practices.
- G.** Non-Exclusivity. Nothing herein shall be construed to create an exclusive relationship between the parties. As such, the Requesting Department involved in the use of force or officer-involved death has the authority and discretion to request the services of another or additional outside departments or agencies.

11. SUPERVISION AND COMPENSATION.

- A.** Oneida Police Department Officers acting pursuant to this Agreement shall remain employees of the Nation and shall remain under the control and supervision of the Nation and the Oneida Police Department. Oneida Police Department Officers are not employees of the City of Green Bay. The Nation shall remain responsible for its employees' salaries, insurance, and civil liability. Each Oneida Police Department Officer shall be deemed to be performing regular duties of the Oneida Police Department while performing services for the City pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Officers of the Green Bay Police Department.
- B.** Green Bay Police Department Officers acting pursuant to this Agreement shall remain employees of the City and shall remain under

the control and supervision of the City and the Green Bay Police Department. The City shall remain responsible for its employees' salaries, insurance, and civil liability. Each Green Bay Police Department Officer shall be deemed to be performing regular duties of the Green Bay Police Department while performing services for the Nation pursuant to this Agreement. Green Bay Police Department Officers shall not represent themselves as Officers of the Oneida Police Department.

12. COSTS AND COMPENSATION.

- A. The Nation shall assume responsibility for all costs incurred by the Oneida Police Department and its Officers under this Agreement. The City shall assume responsibility for all costs incurred by the Green Bay Police Department and its Officers under this Agreement.
- B. Should the Responding Department cause damage to the Requesting Department's equipment while such equipment is in the custody and control of the Responding Department, normal wear and tear excepted, the Responding Department shall repair or replace the Requesting Department's equipment as soon as practicable and at no cost to the Requesting Department. Repairs shall be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the Requesting Department shall be entitled to an amount equal to the value of the equipment immediately prior to the same being damaged beyond repair. Such determination of value may be determined by an independent appraisal.
- C. Investigative Services.
 - 1. **Regular wages.** The Responding Department shall not bill the Requesting Department for any regular or "on duty" time spent on the investigation or routine use of equipment.
 - 2. **Overtime wages.** The Requesting Department is responsible for payment of any overtime wages or non-routine expenses of the Responding Department that are deemed necessary to perform the requested investigation. The Responding Department's command staff shall be vested with the authority and discretion to authorize overtime for responding staff and non-routine expenses as deemed appropriate. However, the Responding Department's command staff shall be required to regularly communicate expenses related to the investigation to the Requesting Department.

protect and defend, and indemnify and hold harmless the City, City's Police Chief, the Green Bay Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Oneida Police Department Officers. The City shall protect and defend, and indemnify and hold harmless the Nation, Nation's Police Chief, the Oneida Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Green Bay Police Department Officers. The parties shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall a party be liable for acts or omissions of the officers or employees of the other party.

B. Indemnification for Investigative Services. The Requesting Department shall hold harmless, defend and indemnify the Responding Department from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of services provided pursuant to Paragraph 10 of this Agreement whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the Responding Department's intentional tort, malicious act or willful act.

C. These obligations shall survive the termination of the Agreement.

- 16. DISPUTE RESOLUTION.** The Dispute Resolution provision of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay shall apply to this Agreement. The Police Chief of either Department may initiate dispute resolution pursuant to this Agreement by following the Dispute Resolution process in accordance with the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.
- 17. ENTIRE AGREEMENT.** This Agreement and any attachments herein referenced contains the entire agreement between the parties on the subject of law enforcement mutual aid.
- 18. AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not be otherwise be subject to dispute resolution or arbitration.
- 19. ASSIGNMENT.** Neither this Agreement nor the provisions herein may be assigned without the written consent of both parties.

20. TERMINATION. This Agreement may only be terminated upon the termination of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.

21. NOTICE. Notice provided under this Agreement will be in writing and must be sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, unless otherwise stated in this Agreement:

ONEIDA NATION
Police Chief
Oneida Police Department
P.O. Box 365
Oneida, Wisconsin 54155

CITY OF GREEN BAY
Police Chief
Green Bay Police Department
307 S. Adams Street
Green Bay, Wisconsin 54301

22. SEVERABILITY. If any clause, provision or section of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any of the remaining clauses, provisions or sections of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have set their hands and seal on the date(s) below listed.

ONEIDA NATION

CITY OF GREEN BAY

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

By: _____
Celestine Jeffreys, City Clerk
Date: _____

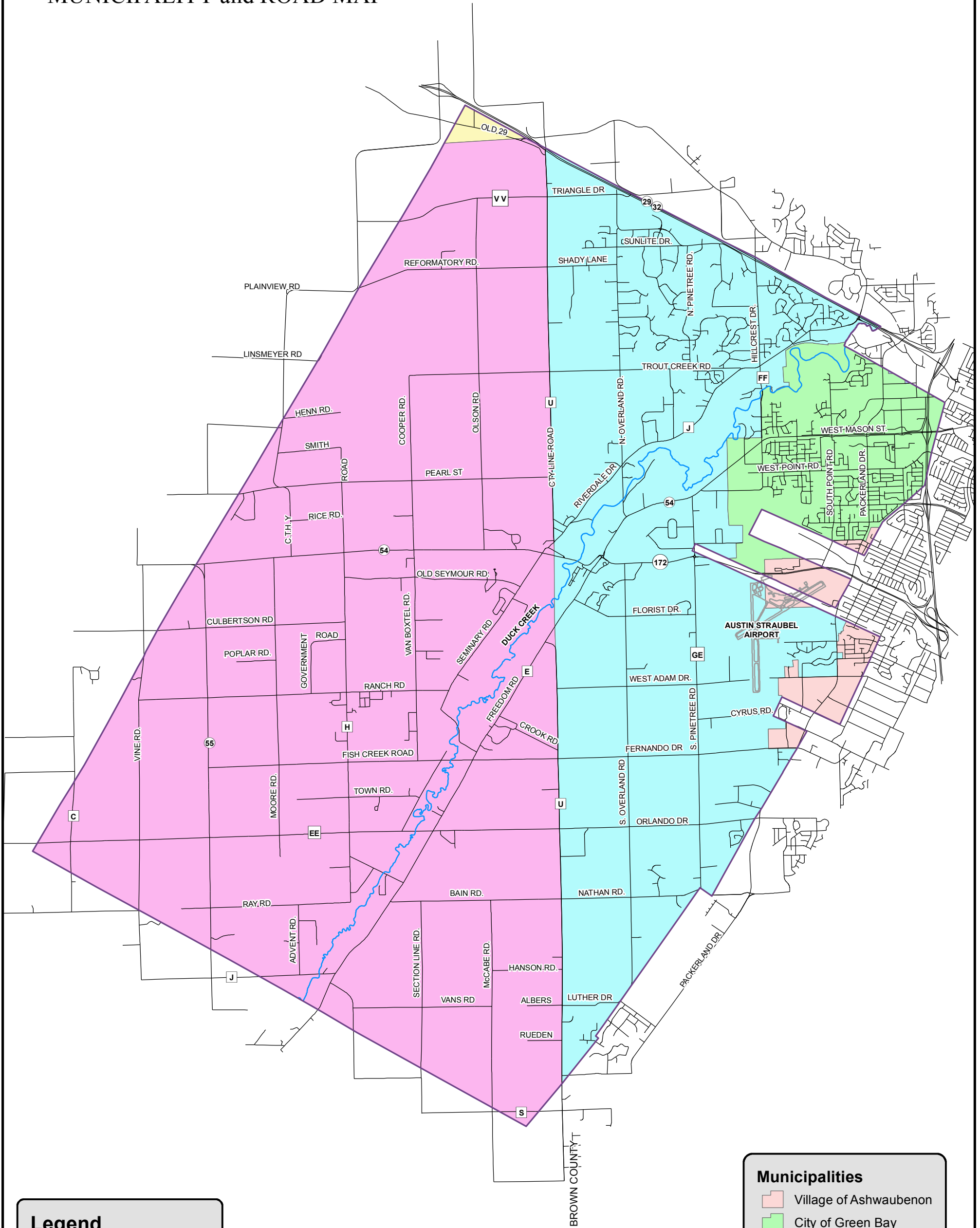
By: _____
Eric H. Boulanger, Chief of Police
Date: _____

By: _____
Andrew Smith, Chief of Police
Date: _____

Seal of the
Oneida Nation

Seal of the
City of Green Bay

ONEIDA RESERVATION MUNICIPALITY and ROAD MAP



Legend

- Oneida Reservation
- Duck Creek
- Road Centerlines

Municipalities

- Village of Ashwaubenon
- City of Green Bay
- Village of Hobart
- Village of Howard
- Town of Oneida
- Town of Pittsfield

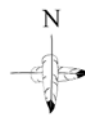


GEOGRAPHIC LAND INFORMATION SYSTEMS
 N7332 Water Circle Place
 Oneida, Wisconsin
 (920) 869-1600

File: 11x17Munc-Rds.mxd

Date: Revised 04-27-10

APPENDIX-A



Source: Photography April, 2014 - County Data
 Coordinate System: Wisconsin State Plane, Central Zone
 Lambert Projection, U.S. Foot
 Horizontal Datum: NAD83
 Vertical Datum: Nav88

Appendix B		
		Revised 2-8-2021
PARCEL	LOCATION	COMMENT(S)
6H-759	3392 W MASON ST	Residential home
6H-759-3	3334 W MASON ST	Residential home
6H-761	3321 W MASON ST	Residential home
6H-765-1	W MASON ST	Log homes
6H-765-2	W MASON ST	Memorial Wall
6H-765-2-1	3294 W MASON ST	Veteran's Park
6H-765-3	3249 W MASON ST	Residential home
6H-766-1	1050 PLEASANT LN	Residential home
6H-1018-1	431 HILLCREST DR	Residential home
6H-1035	315-324 COUNTRY CLUB RD	Residential home
6H-1035-1	316-326 COUNTRY CLUB RD	Residential home
6H-1035-2	302 COUNTRY CLUB RD	Residential home
6H-1066-1	315 COUNTRY CLUB RD	Residential home
6H-1066-4	2700 KLEE ST	Residential home
6H-1069-2	2602 INDIAN HILL DR	Residential home
6H-1069-5	2590 INDIAN HILL DR	Residential home
6H-1096-2	2370 W MASON ST	Oneida One Stop at Hinkle & W. Mason
6H-1110-4-C	1219-1221 HOBART DR	Rental
6h-1110-4-E	2424-2426 BELLWOOD LN	Rental
6H-1118	W MASON ST	Chief Hill Dr homes
6H-1119	2799 W MASON ST	3 sisters park
6H-1119-1	2777 W MASON ST	Rental
6H-1121	WEST POINT RD	Chief Hill Dr homes
6H-1121-2	BROCOIN WY	Chief Hill & Swamp Rd homes
6H-1121-5	WEST POINT RD	Chief Hill Dr homes
6H-1122-3	WEST POINT RD	Onu-Sla Way homes
6H-1122-9	2726 WEST POINT RD	Residential home
6H-1125-1	2612 WEST POINT RD	Residential home
6H-1125-5	2686 WEST POINT RD	Residential home
6H-1127-10	1435 PACKERLAND DR	Residential home
6H-1131-1	2436 WEST POINT RD	Residential home
6H-1137-5	2597 W. MASON ST/1111 PACKERLAND	Four Paths (f/k/a Grand Central)
6H-1137-14	2659 W. MASON (strip mall)	Subway
6H-1137-19	2701 W MASON ST	Big Bear Media
6H-1139	HILLCREST DR	DPW Garage
6H-1140-2	926-928 GREEN RIDGE DR	Rental
6H-1140-4	1008-1010 GREENRIDGE DR	Rental
6H-1148	2860 W. MASON ST	Residential home
6H-1150-3	1020 COUNTRY CLUB RD	Residential home
6H-1154-1-1	2803 W MASON ST	Three Sisters Day Care
6H-1155	1223 CRESTWOOD	Residential home
6H-1155-1	2833 W MASON ST	Residential home
6H-1155-5	2847 W MASON ST	Residential home
6H-1156-1-1	1238 CRESTWOOD DR	Residential home
6H-1156-11	1110 CRESTWOOD DR	Residential home
6H-1156-12	1118 CRESTWOOD DR	Residential home
6H-1156-2	1146 CRESTWOOD DR	Residential home
6H-1160-3	3051 W. MASON	Residential home
6H-1166-1-A	2892 WEST POINT RD	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-1166-2	1320 CRESTWOOD DR	Residential home
6H-1168	FERNDAL DR	Rona Lane homes
6H-1168-2	2845 FERNDAL DR	Residential home
6H-1168-10	BROCOIN WY	Residential home
6H-1182-1	3085 PAR CT	Residential home
6H-1183-4	3089 W MASON ST	Residential home
6H-1184-1-A	1235 HILLCREST DR	Residential home
6H-1184-3	1143 HILLCREST DR	Residential home
6H-1194-B	1509 HILLCREST	Residential home
6H-1206-1	2190 SOUTH POINT RD	Residential home
6H-1219	2426 OAKWOOD DR	Residential home
6H-1219-6	2420 OAKWOOD	Residential home
6H-1223-2	2535 WEST POINT RD	Residential home
6H-1223-D	1520 EDGEHILL DR	Residential home
6H-1224-3	2586 OAKWOOD DR	Residential home
6H-1224-8	1821 PACKERLAND DR & 2582 OAKWOOD	Rental
6H-1226-1	2680 OAKWOOD DR	Residential home
6H-1227-2-2	2742 HE-NIS-RA LN	Residential home
6H-1227-8	2725 WEST POINT RD	Residential home
6H-1228-2	2782 OAKWOOD DR	Residential home
6H-1237-2	2576 HAZELWOOD LN	Residential home
6H-1252-2	2795 HAZELWOOD LN	Residential home
6H-1264-1	2449 WEST POINT RD	Residential home
6H-1264-2-2	2442 OAKWOOD DR	Residential home
6H-1264-2-A	2456 OAKWOOD	Residential home
6h-1267-10	1503-1505 BEECH TREE DR	Rental
6H-1267-13	1502 BEECH TREE DR	Residential home
6H-1268-1-1	2191-2193 WEST POINT TERRACE	Rental
6H-1269-7	2319 NINTH ST	Residential home
6H-1270-1-2	1909 WOOD LN	Residential home
6H-1270-1-3	1915 WOOD LN	Residential home
6H-1430-K-12	2738 OAKWOOD DR	Residential home
6H-1487-A	2571 OAKWOOD DR	Residential home
6H-1487-B	2567 OAKWOOD DR	Residential home
6H-1491-2	2532 HAZELWOOD LN	Rental
6H-1494-4	1915 BELMONT DR	Residential home
6H-1497	2465 OAKWOOD DR	Residential home
6H-1500-3	2415 SHADY OAK DR	Residential home
6H-1500-4	2413 SHADY OAK DR	Residential home
6H-1501-1-D	1924 WOOD LN	Residential home
6H-1501-2	2420 SHADY OAK	Residential home
6H-1502-5	2418 IRONWOOD	Residential home
6H-1503-1	2420 HAZELWOOD LN	Residential home
6H-1507-5	2484-2486 HAZELWOOD	Rental
6H-1508-M-28	1954 STRAWBERRY LN	Residential home
6H-1508-M-12-1	2706 HAZELWOOD LN	Residential home
6H-1508-M-48	1932 MULBERRY LN	Residential home
6H-1529	2720-2722 KLEE ST	Rental
6H-1554	2713 KLEE ST	Residential home
6H-1547	2666 OAKWOOD	Residential home
6H-1548	2691 HE-NIS-RA LN	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-1571	2105 NINTH ST	Residential home
6H-1580	1438 SPRINGDALE LN	Residential home
6H-1595	2041 RED OAK DR	Residential home
6H-1601	2159 RED OAK DR	Residential home
6H-1606	2258 RED OAK DR	Residential home
6H-1608	1508 ACORN DR	Residential home
6H-1628	2155 HUTSON RD	former Accounting Bldg.
6H-1633	2035 LARSEN RD	Macco Flooring
6H-1658	2201 SHAMROCK LN	Residential home
6H-1679	1330 HOBART DR	Residential home
6H-1680	1338 HOBART DR	Residential home
6H-1687	2291 NINTH ST	Residential home
6H-1721-2	701-703 PACKERLAND DR	Rental
6H-1722	2522 W. MASON ST	Casino
6H-1722-1	2514 W MASON ST	Casino
6H-1723	2550 W. MASON ST	Bay Bank
6H-1726	909 PACKERLAND DR	Skenandoah Complex
6H-1732-1	501 PACKERLAND DR	Oneida One Stop/ Market
6H-1746-3	2630 W MASON ST	Judicial
6H-1769	2642 FORESTVILLE DR	Residential home
6H-1785	1406 BROCOIN WY	Residential home
6H-1788	1330 BROCOIN WY	Residential home
6H-1790	1310 BROCOIN WY	Residential home
6H-1791	1309 BROCOIN WY	Residential home
6H-1792	1313 BROCOIN WY	Residential home
6H-1794	1327 BROCOIN WY	Residential home
6H-1797	1401 BROCOIN WY	Residential home
6H-1799	2716 RAMADA LN	Residential home
6H-1801	1338 BAUMGART RD	Residential home
6H-1802	1334 BAUMGART RD	Residential home
6H-1803	1328 BAUMGART RD	Residential home
6H-1804	1320 BAUMGART RD	Residential home
6H-1805	1314 BAUMGART RD	Residential home
6H-1806	1308 BAUMGART RD	Residential home
6H-1807	1309 BAUMGART	Residential home
6H-1811	1335 BAUMGART RD	Residential home
6H-1812	1339 BAUMGART RD	Residential home
6H-1813	1401 BAUMGART RD	Residential home
6H-1815	1416 HOBART DR	Residential home
6H-1881	2464 HE-NIS-RA LN	Residential home
6H-1904	2498 VALIANT LN	Residential home
6H-1973	2580 ZAK LN	Residential home
6H-1986	1936 EVERBREEZE RD	Residential home
6H-1987	1946 EVERBREEZE RD	Residential home
6H-2029	2502 LAREDO LN	Residential home
6H-2034	2534 LAREDO LN	Residential home
6H-2036	2546 LAREDO LN	Residential home
6H-2042	1200 ELDORA LN	Residential home
6H-2069	2567-2569 TROJAN DR	Rental
6H-2090	2050 OAKWOOD	Residential home
6H-2091	2070 OAKWOOD	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-2135	1615 ST. CHROSTOPHER CT	Residential home
6H-2156	2536 CHERRYWOOD LN	Residential home
6H-2165	2577 CHERRYWOOD	Residential home
6H-2195	2572 ZAK LN	Residential home
6H-2196	2564 ZAK LN	Residential home
6H-2182	2440 W MASON ST	Subway in Walmart
6H-2189	2550-2552 HAZELWOOD LN	Rental
6H-2206	1801-1803 PACKERLAND DR	Rental
6H-2208	1715-1717 PACKERLAND DR	Rental
6H-2209	1705-1707 PACKLERLAND DR	Rental
6H-2236	2564 ST. STEVEN CT	Residential home
6H-2244	2566 HE-NIS-RA LN	Residential home
6H-2254	2776 CANDLE LN	Residential home
6H-2255	1949 CANDLE WAY	Residential home
6H-2266	2778 CANDLE CT	Residential home
6H-2269	1956 CANCEL WAY	Residential home
6H-2275	1967 SOUTH POINT RD	Residential home
6H-2334	220 SEMINOLE LN	Residential home
6H-2340	2660 SHAG BARK LN	Residential home
6H-2354	2664 SEQUOIA LN	Residential home
6H-2363	1233 CRESTWOOD DR	Residential home
6H-2398	2443 PARKWOOD	Residential home
6H-2451	2523-2525 DUNBAR LN	Rental
6H-2453	1965-1967 BELMONT DR	Rental
6H-2469	2046-2048 PACKERLAND DR	Rental
6H-2472	2024-2026 PACKERLAND DR	Rental
6H-2606	715 GREEN RIDGE DR	Residential home
6H-2621	820 GREEN RIDGE DR	Residential home
6H-2627	729 ROLLING GREEN	Residential home
6H-2654	3110 EAGLE TERRACE	Residential home
6H-2657	3131 EAGLE TERRACE	Residential home
6H-2662	540 ROLLING GREEN DR	Residential home
6H-2666	604 ROLLING GREEN DR	Residential home
6H-2668	3144 DAYS END	Residential home
6H-2670	716 ROLLING GREEN DR	Residential home
6H-2707	2069-2071 PACKERLAND DR	Rental
6H-2711	3095 SANDIA DR	Residential home
6H-2717	1327 OASIS DR	Residential home
6H-2726	3076 FERNDALE DR	Residential home
6H-2728	3068 FERNDALE DR	Residential home
6H-2729	3064 FERNDALE DR	Residential home
6H-2730	3060 FERNDALE DR	Residential home
6H-2734	3032 FERNDALE DR	Residential home
6H-2737	13509 MIRAGE	Residential home
6H-2739	1340 MIRAGE DR	Residential home
6H-2740	1330 MIRAGE DR	Residential home
6H-2767	1328-1330 LACOUNT RD	Rental
6H-2770	1334-1336 LA COUNT RD	Rental
6H-2773	1405 MIRAGE DR	Residential home
6H-2774	1415 MIRAGE DR	Residential home
6H-2776	1410-1412 LA COUNT RD	Rental

PARCEL	LOCATION	COMMENT(S)
6H-2781	3033 FERNDAL DR	Residential home
6H-2784	3045 FERNDAL DR	Residential home
6H-2786	3053 FERNDAL DR	Residential home
6H-2790	3081 FERNDAL DR	Residential home
6H-2793	3097 FERNDAL DR	Residential home
6H-2819	3020 WEST POINT RD	Residential home
6H-2831	2966 FERNDAL DR	Residential home
6H-2834	1399 SANDHILL DR	Residential home
6H-2856	2949 FERNDAL DR	Residential home
6H-2871	3033 FERNDAL DR	Residential home
6H-2874	1405 DANCING DUNES DR	Residential home
6H-2928	1329 LA COUNT RD	Residential home
6H-2928-1	1331 LA COUNT RD	Residential home
6H-2929-1	1319 LA COUNT RD	Residential home
6H-2935	2980-2982 SUNSHINE PL	Rental
6H-2945	1231-1233 SHEPHERDS PATH	Rental
6H-2947	3034-3036 CACTUS CT	(3036) Rental & (3034) ownership
6H-2948	1205 SHEPHERDS PATH	Residential home
6H-2949	1197 SHEPHERDS PATH	Residential home
6H-2951	1145 SHEPHERDS PATH	Residential home
6H-2954	3036 SUMMER PL	Residential home
6H-2964	3065 SUMMER PL	Residential home
6H-2967	1146 SHEPHERDS PATH	Residential home
6H-2968	3062 SUNDANCE AV	Residential home
6H-2970	3072 SUNDANCE AV	Residential home
6H-2973	3090 SUNDANCE	Residential home
6H-2982	1206 SHEPHERDS PATH	Residential home
6H-2983	1210 SHEPHERDS PATH	Residential home
6H-2984	3062 CACTUS AV	Residential home
6H-2986	3070 CACTUS AV	Residential home
6H-2991	3095 CACTUS AV	Residential home
6H-2994	3075 CACTUS AV	Residential home
6H-3006	1235-1237 WESTERN MEADOWS DR	Rental
6H-3016	1230 WESTERN MEADOWS DR	Residential home
6H-3018	3116 SANDIA DR	Residential home
6H-3027	1145 SANDSTONE PL	Residential home
6H-3048	2480 N. CHICKADEE	Residential home
6H-3077	996 SQUARE TERRACE	Residential home
6H-3079	1008-1010 SQUARE TERRACE	rental
6H-3084	3049-3051 WEDGE CT	Rental
6H-3115	3018 SUMMER PL	Residential home
6H-3118	3080 PAR CT	Residential home
6H-3154	2151 KING JAMES	Residential home
6H-3167	2760 INDEPENDENCE DR	Residential home
6H-3221	1700 KALAHARI DR	Residential home
6H-3256	2690 CORMIER RD	Residential home
6H-3240	1520 DANCING DUNES DR	Residential home
6H-3259	2175 WOODCREST DR	Residential home
6H-3261	2163 WOODCREST DR	Residential home
6H-3274	2160 WOODCREST DR	Residential home
6H-3323	2750 YORKTOWN	Residential home

PARCEL	LOCATION	COMMENT(S)
6H-3331	2069 CANDLE WAY	Residential home
6H-3332	2059 CANDLE WAY	Residential home
6H-3338	2011 CANDLE WAY	Residential home
6H-3416	2119-2121 PACKERLAND	Residential home
6H-3477	2179 SOUTH POINT RD	Individual Trust
6H-3523	3105 SANDIA DR	Residential home
6H-3524	3107 SANDIA DR	Residential home
6H-3527	1315 SANDSTONE DR	Residential home
6H-3542	3140 SUNLAND CI	Residential home
6H-3369	2924 SANDIA DR	Residential home
6H-3550	2924 SANDIA DR	Residential home
6H-3597	2946-2948 SORENSON DR	Residential home
6H-3641	2995 SORENSON	Residential home
6H-3644	1199 LA COUNT RD	Residential home
6H-3645	1205 LA COUNT RD	Residential home
6H-3687	2880 ANTLER TRAIL	Residential home
6H-3698	2960 FLEETWOOD	Residential home
6H-3655	2081 SUGAR MAPLE CT	Residential home
6H-3769	2970 SORENSON DR	Residential home
6H-3785	2488 SHADY OAK DR	Residential home
6H-3843	610 NIGHT CT	Residential home
6H-3968	1820 NOBLEMEN CT	Residential home
6H-3969	1818 NOBLEMEN CT	Residential home
6H-4050	2075 WINTERCRESS	Residential home
6H-4088	2106 SUGAR MAPLE CT	Residential home
6H-4119	2855 OGDAN WOOD SR	Residential home
6H-4142	3157 WEST POINT RD	Residential home
6H-4155	3011 WEST POINT RD	Residential home