

DRAINAGE RELATED SERVICES AGREEMENT

BETWEEN

ONEIDA NATION

AND

OUTAGAMIE COUNTY DRAINAGE BOARD

THIS AGREEMENT, by and between the ONEIDA NATION (the “Nation”), a federally recognized and treaty Tribe, and Outagamie County Drainage Board (the “Drainage Board”), a drainage board organized under the laws of the State of Wisconsin (collectively, the “parties”),

WITNESSETH:

WHEREAS, the Nation and the Drainage Board have been good neighbors and desire the spirit of cooperation between the Nation and Drainage Board to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566; and

WHEREAS, Drainage Boards are created and administered in accordance with Wisconsin State law; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the Drainage Board’s Oneida-Hobart Drainage District (the “District”) overlap, and portions of the District are within the Oneida Reservation; and

WHEREAS, the Nation owns fee title to certain parcels of land within the District; and

WHEREAS, the United States holds title to certain parcels of land within the District in trust for the benefit of the Nation (“Tribal Trust Land”), as well as individual Tribal members (“Individual Trust Land”); and

WHEREAS, the Nation implements its Watershed Management Plan - Nonpoint Program (the “Plan”), which is a comprehensive water management plan and includes field drainage, and the Nation adheres to the Plan in its management of Tribal Land within the Nation’s Reservation boundaries; and

WHEREAS, the District was formed in accordance with State law by the Drainage Board for the purpose of draining land, primarily for agricultural purposes; and

WHEREAS, the Nation and the Drainage Board provide services which benefit properties within the Oneida Reservation, the District, and downstream areas; and

WHEREAS, the Nation funds its Plan, through a variety of sources including grants, Tribal contribution and partnerships, and the Nation's employs, contracts, and partners with environmental and related professionals to administer the Plan; and

WHEREAS, the Drainage Board derives revenue, funds plans, and employs experts from the taxation of real property, among other things; and

WHEREAS, the parties recognize the importance of collaborative efforts to mitigate costs and maximize efficiency and effect associated with providing their services; and

WHEREAS, the parties are willing to agree and collaborate for services; and

NOW, THEREFORE, in consideration of the mutual benefits hereto, The Nation and the Drainage Board hereby agree to the following terms and conditions:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Agent" or "agents" is meant to be a broad and inclusive term referring to a party's Board Members, Officers, Officials, employees, contractors, and/ or assigns.
 - b. "Individual Trust Land" means land to which the United States holds title for the benefit of a Tribal Member pursuant to federal law.
 - 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.
 - d. "Tribal Fee Land" means land to which the Nation holds title in fee simple.
 - e. "Tribal Land" means Tribal Fee Land, Tribal Trust Land, and Individual Trust Land.
 - f. "Tribal Trust Land" means land to which the United States holds title for the benefit of the Nation pursuant to federal law.
2. **TERM.** The term of this Agreement shall be 10 years, commencing on March 3, 2026, and shall automatically renew in one-year increments thereafter; provided, however, that either party may terminate this Agreement by providing written notice of termination in accordance with sec. 13 to the other party at least one hundred and twenty (120) days before the date on which the Agreement would automatically renew.

3. ONEIDA NATION.

- a. The Nation has adopted strategies, plans, laws, and policies addressing water management that is applicable to the Nation and Tribal Land on the Reservation.
- b. The Nation's Watershed Management Plan - Nonpoint Program (the "Plan") is a comprehensive water management plan. The Plan focuses on agricultural Best Management Practices ("BMPs"), including waterways and water quality. One element of the Plan is to drain fields in a way that aligns with the Nation's cultural teachings, that does not cause erosion and seeks to preserve habitat.
- c. The Nation's Plan is funded through a variety of sources including grants, Tribal contribution, and partnerships.
- d. The Nation's staff of environmental professionals, partnerships, and contracted professionals administer and implement the Plan. The Nation employs a team of professionals including Environmental, Planning, Geographic Information System, and Zoning staff within the Nation's Environmental, Land and Agriculture Division and, when necessary, the Nation contracts and/or partners with other entities or professionals to accomplish elements of the Plan.

4. OUTAGAMIE COUNTY DRAINAGE BOARD.

- a. The Outagamie County Drainage Board (the "Drainage Board") is required to ensure that all drainage districts under its jurisdiction comply with the standards in the drainage rule (Ch. ATCP 48, Wis. Admin. Code) and statute (Ch. 88, Wis. Stats.).
- b. The Drainage Board, via the Hobart-Oneida Drainage District (the "District"), engineers and manages drains and related facilities to ensure reliable drainage of agricultural land in the District.
- c. Generally, the Drainage Board levies assessments against landowners who benefit from drainage to cover the cost of constructing, maintaining, and repairing District drains.
- d. The Drainage Board may hire engineers to assist with District projects and maintenance.

5. SERVICES.

- a. The parties agree to work together to continue to improve and maximize the Plan and/or drainage services each party provides. The parties recognize that communication between the parties is the best way to achieve this goal.

- i. The parties agree that they may engage in joint work, projects, maintenance, etc. (collectively referred to as “joint projects”) to maximize the use of staff and services, while reducing duplication, and being as cost effective as possible. The parties recognize that cost mitigation is in their best interest.
- ii. Each joint project will be memorialized in a written agreement that details the scope of the joint project, identifies the Tribal Land involved, identifies the division of responsibilities and work, identifies the amount of payment, and identifies the method of payment for the joint project. To accomplish joint projects that parties may rely upon their resources, including staff, contractors, partnerships, as well as various funding sources. The parties may agree to joint projects in the attached form or a form that substantially complies with this requirement. *See Attachment A.*

On behalf of the Nation, joint project agreements may be executed and entered into by the Division Director of the Nation’s Environmental, Land and Agriculture Division. On behalf of the Drainage Board, joint project agreements may be executed and entered into by the Drainage Board President.

1. When agents of the Nation perform work on behalf of the Drainage Board and in accordance with a joint project agreement, and that work does not occur on Tribal land, the Drainage Board will ensure that any requirements in Wis. Stats. Ch. 88, including notice, are met and ensure the Nation’s agents have a right to enter the lands of the drainage district.
 2. When agents of the Drainage Board perform work on behalf of the Nation and in accordance with a joint project agreement, and that work occurs on Tribal land, by entering into such joint project agreement with the Nation, the agents of the Drainage Board consent to be on Tribal Land to perform such work on behalf of the Nation.
- iii. The parties agree that in addition to “drains,” modern drainage and watershed management principles may include: sediment and nutrient reduction through BMPs.
- b. The parties agree to forward drainage issues, concerns, and emergencies regarding the land over which each has control to one another, as expeditiously as possible. The parties agree to identify at least one contact person for such issues. *See Attachment B*, which may be updated from time-to-time.
 - i. The Nation is responsible for the inspection of Tribal Land. The parties agree that joint inspections allow the Parties to problem solve, coordinate, and plan joint projects. Accordingly, the Parties agree to perform joint inspections of Tribal Land except as provided in subsection iii.

- ii. The Drainage Board is responsible for inspection of non-tribal land in the District.
- iii. From time-to-time, the Nation may decide an inspection of Tribal Land is necessary even when it is impractical to invite the Drainage Board to a joint inspection of Tribal Land. Where the Nation performs an inspection of Tribal Land under this agreement without the Drainage Board, the Nation agrees to notify the Drainage Board within one week of its inspection to coordinate a joint inspection with the Drainage Board of the same Tribal Land.

6. FUNDING AND JOINT PROJECTS.

- a. The Nation shall bear all expenses for its Plan on Tribal Land.
- b. The Drainage Board and its District shall bear all expenses for the District on non-Tribal Land, or as otherwise agreed, and shall not assess, tax, or otherwise impose costs/ fees upon the Nation and Tribal Land.
- c. The parties agree that the funding for any joint project shall be agreed upon, in writing.

7. INFORMATION SHARING. The Nation and the Drainage Board will collaborate on sharing information concerning issues of mutual interest and concern such as, but not limited to, parcel information, zoning, land use, land ownership status, archeological/historical background (with certain limitations on sensitive sites and public access), utilities, roads and rights of way, water mitigation plan/ drainage features, etc.

8. CONTRACTOR INSURANCE.

- a. **Minimum Limits.** During the term(s) of this Agreement, the parties agree to ensure that their contractors maintain in full force and effect adequate insurance policies. Unless otherwise required by applicable law, the type of insurance coverage and minimum amounts shall be as follows:

Worker's Compensation	Minimum amount required by applicable law.
Comprehensive General Liability	\$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
Auto	\$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
Professional Liability	Minimum amount \$1,000,000 per occurrence.

- i) For work performed in accordance with a joint project, each will ensure their

contractor shall name the parties as an additional insured on such insurance policies and a waiver of subrogation when worker's compensation is required.

- ii) Each party shall obtain copies of such proof of insurance from their contractor and furnish the other with such proof of such insurance.

Proof of insurance provided to the Nation shall be subject to review and approval from the Oneida Nation's Risk Management Department. Such proofs of insurance are required to meet the Oneida Nation's Risk Management minimum standards in order to be approved.

- iii) In the event a party is served with or receives notice of any claim, action, suit, or proceeding arising out of the work performed in accordance with a joint project, such party shall provide the other party with written notice of such claim, action, suit or proceeding within five (5) calendar days. To the extent feasible, the parties shall cooperate with one another and their respective insurers and representatives in the defense of any such claim, action, suit or proceeding.

- b. **Defenses, Immunities and Limitation of Liability.** Nothing contained herein is intended to preclude either party or its insurers from asserting any limitations, defenses, and immunities available under applicable law. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability set forth in established law. The parties agree to maintain appropriate liability insurance policies and as specified above.

9. INDEMNIFICATION. Each party is legally responsible for the acts or omissions of its agents with respect to their activities and performance under this Agreement and/ or a project agreement. The Nation shall protect and defend, and indemnify and hold harmless the Drainage Board and/or their agents from any and all claims, judgments, or liabilities arising from the acts or omissions of Nation and/or its agents. The Drainage Board shall protect and defend, and indemnify and hold harmless the Nation and/or its agents from any and all claims, judgments, or liabilities arising from the acts or omissions of the Drainage Board and/or their agents.

The parties shall be responsible for any and all liability arising from the acts or omissions of their and/or their agents, to the extent provided by law. Under no circumstances shall a party be liable for acts or omissions of the of the other party and/ or their agents.

These obligations shall survive the termination of the Agreement.

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. Mediation. If either party believes the other has failed to comply with the requirements of 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 settle the dispute by non-binding mediation.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and supersedes all prior oral and written agreements between the parties.

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 set for the in writing and agreed to and executed by the parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments.

13. TERMINATION. In accordance with the 120-day notice requirement in sec. 2., the parties may terminate this Agreement by mutual agreement, provided such agreement is reduced to writing and signed by both parties. Except to the extent the parties have relied upon existing project agreements, upon termination, neither party shall any further obligation under this Agreement.

In the event the Nation for any reason ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin, or the Nation's ability to conduct Class III Gaming at the locations at which the Nation conducts Class III Gaming as of the date of execution of this Agreement is diminished or impaired through adverse court decision(s) or otherwise, the Nation may immediately terminate this agreement by providing written notice of termination.

14. NOTICE. Notice provided under this Agreement must be in writing and must be sent by certified mail, return receipt requested, to the appropriate representative(s) of the party receiving notice as set forth in the above referenced **Attachment B**, which may be updated from time-to-time.

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 another. 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 County, 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.

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

ONEIDA NATION

By: Tehassi Hill
Tehassi Hill, Chairman

Date: 3-3-26

By: Lisa Liggins
Lisa Liggins, Secretary

Date: 3/3/2026

OUTAGAMIE COUNTY DRAINAGE BOARD

By: Alvin Kramer, Jr.
Alvin Kramer, Jr., President

Date: 3-3-2026

By: Gregory Nettekoven
Gregory Nettekoven, Vice President/
Secretary

Date: 3-3-26

**JOINT PROJECT AGREEMENT BY AND BETWEEN
ONEIDA NATION AND
OUTAGAMIE COUNTY DRAINAGE BOARD**

This Joint Project Agreement (“project agreement”) is made by and between the Oneida Nation and Outagamie County Drainage Board in accordance with the Drainage Related Services Agreement Between the Oneida Nation and Outagamie County Drainage Board.

Project Description(s)/ Scope(s) of Work:

Initial Project Information								
Project Name & Location	BMP	Total Quantity (Est.)	Tribal Land Quantity (Est.)	Units (ft, ac, etc.)	Implementation Date(s)	Initial Cost Estimate	Oneida Cost Share	
TOTALS FROM ADDITIONAL PAGES (if necessary):								
<i>Additional pages may be added for projects, as necessary</i>						TOTALS	\$	\$

If costs for the project appear to exceed the allocation of expenses agreed upon by each party by more than _____, a revised project agreement is necessary and additional approval must be obtained.

EQUIPMENT SHARE/ EQUIPMENT COST SHARE (describe)	
Oneida Nation	Outagamie County Drainage Board

CONTRACTED AGENTS PERFORMING PROJECT WORK	
Oneida Nation	Outagamie County Drainage Board

Updates to the parties contracted agent list may be provided in a separate document to the other party. Updates to the contracted agent list shall occur within a reasonable time of change or addition to the contracted agent(s). Insurance requirements must be met.

Additional Terms and Conditions:

1. This project agreement is dependent upon the availability of funds to the Nation sufficient to pay the total agreed upon costs of the Project. If an external funding source is utilized, Funds will not be made available to the Drainage Board until they are received by the Nation. Once obligated, the funds made available under this agreement will be held by the Oneida Nation until invoiced by the Drainage Board according to sec. 4 of this project agreement and any amendments.

The Oneida Nation will provide written notification to the Drainage Board upon receipt of funds for the Project.

2. This project is between the Nation and the Drainage Board. Each party will be kept informed by the other party of the project status. Each party will have input regarding the project, including as it progresses.
3. If the Nation should terminate the Drainage Related Services Agreement, it will pay to the Drainage Board any cost that it has agreed to be responsible for that has been incurred by the Drainage Board for the project.
4. The project cost in this project agreement is an estimate. The Nation will be invoiced periodically, and agrees to pay based on actual costs incurred. Such costs may be greater or less than the estimated amount, however, the Nation acknowledges that costs between the time this project agreement is executed and the actual time of the project work can vary. The Drainage Board will provide revised cost estimates when available. When it appears that the costs may exceed any agreed upon overage amount, the parties agree to negotiate a revised project agreement in good faith.
5. The Drainage Board's obligation to perform under this project agreement shall be subject to the appropriation of funds under Wisconsin law and sufficient to fund the Drainage Board's obligations herein.

The parties, by their duly authorized representatives, have executed this project agreement and agree to be bound by its terms and conditions.

ONEIDA NATION:

OUTAGAMIE COUNTY DRAINAGE BOARD:

By: _____
Eric T. McLester, Division Director
Environmental, Land & Agriculture Div.

By: _____
Alvin Kramer, Jr. President

Date: _____

Date: _____

Final Report							
Project Name & Location	BMP	Final Quantity	Final Tribal Land Quantity	Units (ft, ac, etc.)	Total Final Cost	Oneida Final Cost Share	
TOTAL FROM ADDITIONAL PAGES (if necessary):							
<i>Additional pages may be added for projects, as necessary</i>					TOTALS	\$	\$

Attachment B: Oneida Nation & Outagamie County Drainage Board Agreement

Official Notice Provisions

Oneida Nation

Drainage Board

General Notices:

Oneida Nation Chairman
P.O. Box 365
Oneida, WI 54155
Email: thill7@oneidanation.org
Phone: (920) 869-4420

Melinda J. Danforth, Director
Intergovernmental Affairs
P.O. Box 365
Oneida, WI 54155
Email: mdanforj@oneidanation.org
Phone: (920) 562-0290

Inspections

Eric McLester, Division Director
Environmental, Land & Agriculture
P.O. Box 365
Oneida, WI 54155
Email: emclest2@oneidanation.org
Phone: (920) 869-4590

James Snitgen, Manager of
Environmental Quality
P.O. Box 365
Oneida, WI 54155
Email: jsnitgen@oneidanation.org
Phone: (920) 869-4589

Wes Johnson, Sr. Project Manager
P.O. Box 365
Oneida, WI 54155
Email: wjohnson@oneidanation.org
Phone (920) 869-4587

General Notices:

Mailing Address:

320 S Walnut Street, Appleton WI 54911

Board Members – Inspections, Projects

Outagamie County Drainage Board Chairman
Al Kramer, Jr.
Email: kramerbluemagic@aol.com
Phone: (920) 841-9392

Greg Nettekoven, Vice-Chairman/Secretary
Email: gakfarms@gmail.com
Phone: (920) 470-7659

Jason Van Eperen, Board Member
Email: Jason_vaneperen@yahoo.com
Phone: (920) 475-7412

Mike Van Asten, Board Member
Email: cvamva@athenet.net
Phone: (920) 585-2482

Gerald Vander Heiden, Board Member
Email: tvanderheiden@centurytel.net
Phone: (920) 606-8058

Board Consultant

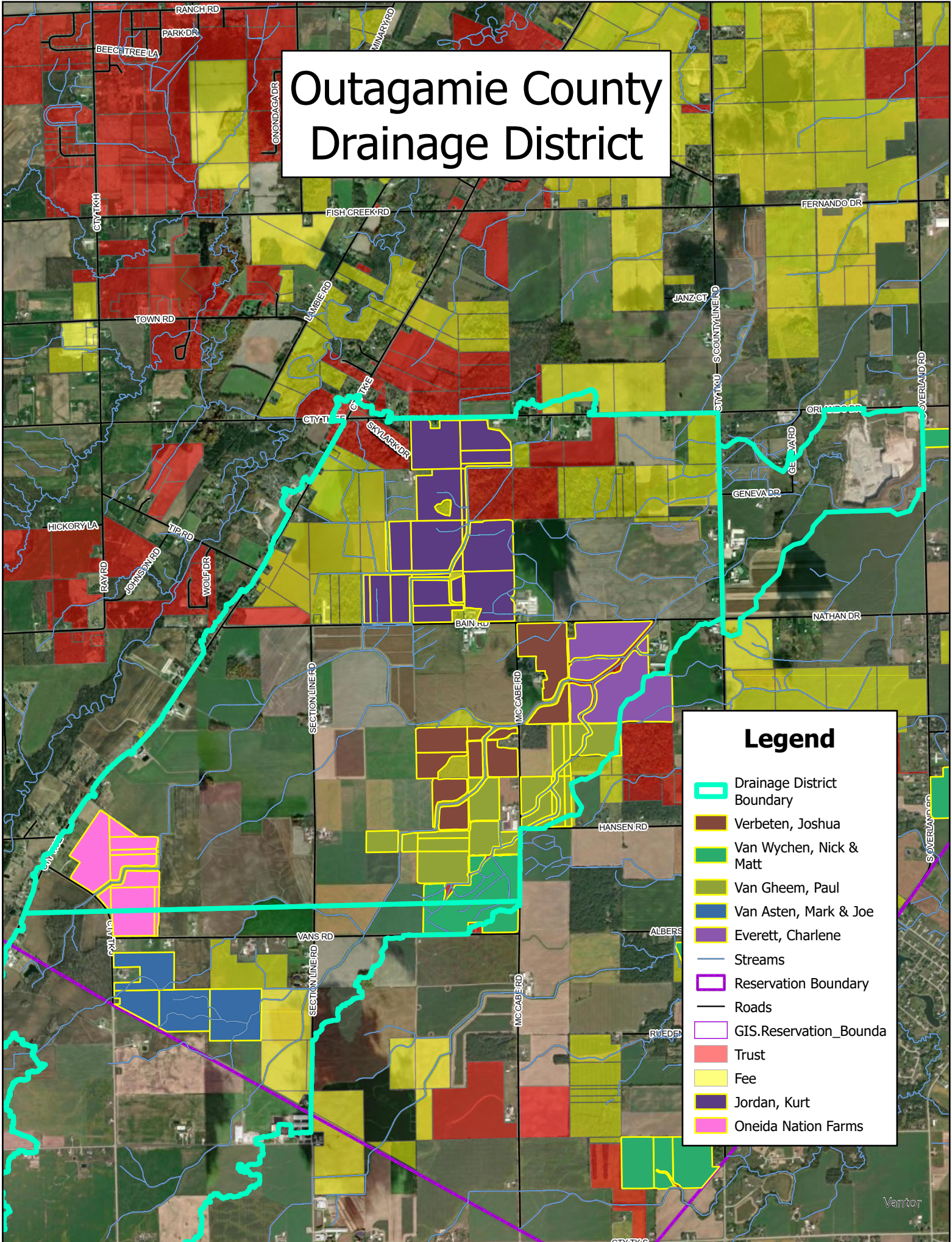
Outagamie Land Conservation Department
Greg Baneck, Director
Email: greg.baneck@outagamie.org
Phone: (920) 572-6950

Other LCD Staff (to be determined)

Administrative, General Notices

Nancy Christensen, Administrative Assistant
320 S Walnut Street, Appleton WI 54911
Email: christnyc@hotmail.com
Phone: (920) 740-9306

Outagamie County Drainage District



Legend

- ▭ Drainage District Boundary
- ▭ Verbeten, Joshua
- ▭ Van Wychen, Nick & Matt
- ▭ Van Gheem, Paul
- ▭ Van Asten, Mark & Joe
- ▭ Everett, Charlene
- ▭ Streams
- ▭ Reservation Boundary
- ▭ Roads
- ▭ GIS.Reservation_Bounda
- ▭ Trust
- ▭ Fee
- ▭ Jordan, Kurt
- ▭ Oneida Nation Farms