



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, FEBRUARY 9, 2021, 4:30 PM

Virtual Meeting. Public may join via Zoom.

Immediately following Personnel

AMENDED

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

- I. Members: Ald. Barbara Dorff, Ald. Veronica Corpus-Dax, Ald. Bill Galvin & Ald. Brian Johnson.

C. Approval of the Agenda.

D. Approval of Minutes.

- I. Approval of the Finance Committee minutes from the January 12, 2021 meeting.

E. Regular Business.

- I. Report out on purchase for Lights and Siren package for the sum of \$40,642.47 to SoundOff Signal. Vendor held GSA schedule pricing from 2020.
2. For consideration with possible action the acceptance of the Center for Tech & Civic life grant extension for \$731,191 with an expiration of June 30, 2021.

3. Discussion on status of litigation on the following Notices of Decision from the US Dept of the Interior regarding the intent to take land into trust: Kuffel, Bruss, Syndergaard, Kolb, Kelley, Howey, Duquaine, Cornelius, Kestell, Baumgart, Orlando, and Debenedetto parcels.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

4. Discussion with possible action on the Cooperative Governance Agreement and the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation and the City of Green Bay.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

5. Report of the Claims Committee.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

6. For discussion with possible action on a request of City Council President Jesse Brunette to seek an outside Attorney Client Privilege(d) legal opinion for discernment on options to balance the incredibly important need for public disclosure and transparency with the need to protect the city against potential liability (referral from Protection and Policy Committee, January 25, 2021).

F. Report of the Finance Director.

G. Informational.

1. 2021 Contingency Account:
\$150,000.00
2. The next Finance Committee meeting will be held on Tuesday February 23, 2021 at 4:30 PM.

H. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Finance Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Finance Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJ1RFpOUHVubTdXOHZYZz09>

Meeting ID: 881 4252 4379

Passcode: 846368

One tap mobile

+13126266799,,88142524379#,,,,*846368# US (Chicago)

+19292056099,,88142524379#,,,,*846368# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 881 4252 4379

Passcode: 846368

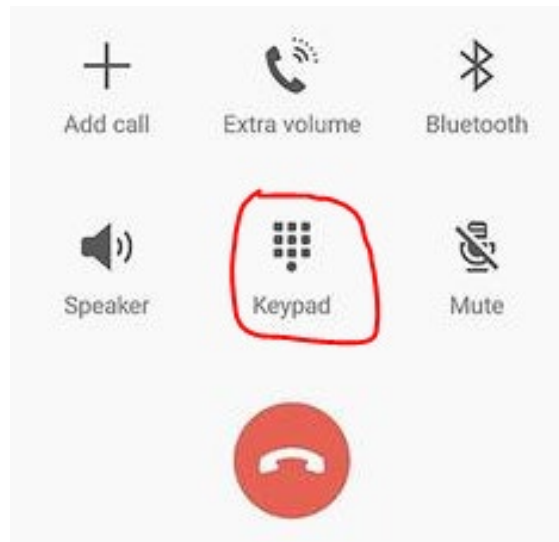
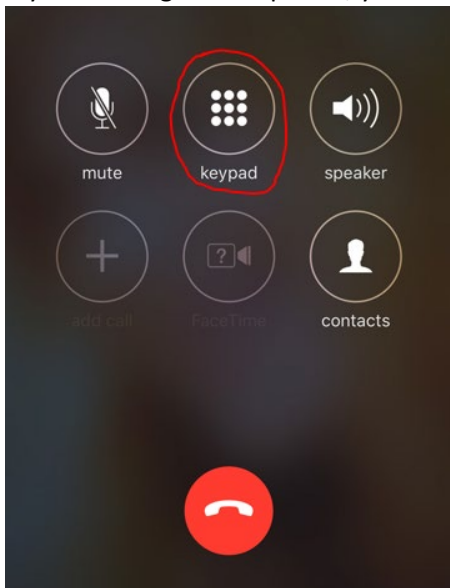
Find your local number: <https://us02web.zoom.us/j/kc5lh2mAwj>

Additional Information

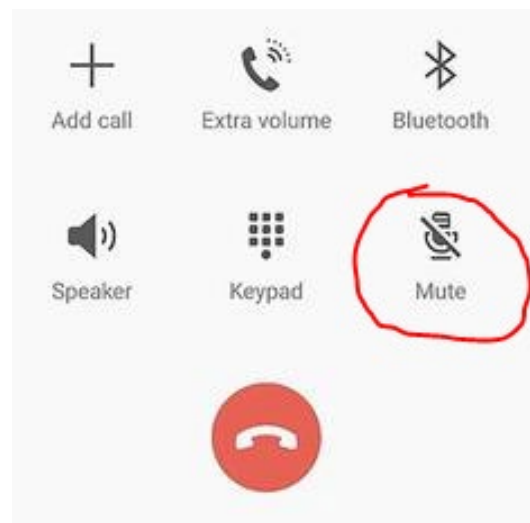
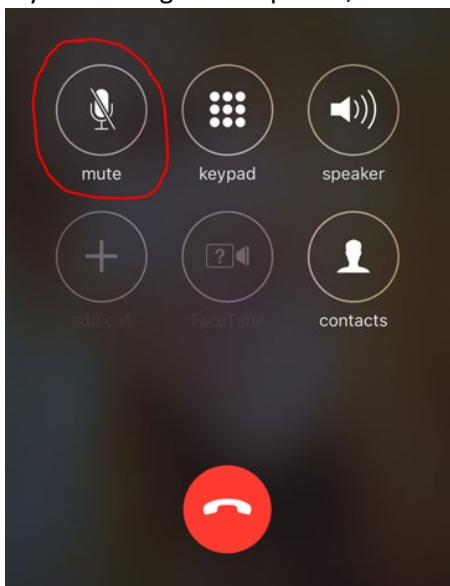
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 9, 2021

PREPARED BY

Calvin Winters

AGENDA ITEM # E.1

Report out on purchase for Lights and Siren package for the sum of \$40,642.47 to SoundOff Signal. Vendor held GSA schedule pricing from 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. REQ 18 New Squad Lights and Siren 1-22-21

Green Bay Police Department

FY 2021 (2020 Bonded Funds)

Requisition # 18

Department Contact for this Requisition: Lt. Mike Sobieck @ 3217.

Specs for complete Lights and Siren package for new Squad SUV build.

Approximate cost: \$42,000

Account Number: 423300-55140-27308 (Approved 2020 Bond Funds)

Created and Approved by Rick Jurkanis 1/22/21

Note:

Please refer to specs provided and Single Source document for details and review with Lt. Sobieck before issuing bid opportunity.

Note: Please see attached quote from Soundoff Signal (Same vendor as last year's purchase). This contains exact model numbers needed and the prices listed are on the State Government Pricing Plan.



PO Box 206
Hudsonville, MI 49426-0206
www.soundoffsignalgsa.com
800.338.7337 / office 616.896.7100 / office fax 616.896.1226

Our Quotation # Q04083 -00
11/12/2020

GREEN BAY POLICE DEPARTMENT
307 S ADAMS ST
GREEN BAY WI 54301--4582
USA

Terms : PREPAID

Quotation Valid Thru : 03/31/2021

Attention : DEAN SIMMON

We are pleased to quote your requirements as shown below. Our company has a reputation for delivering quality products on time and we look forward to the opportunity of serving you. Please reference quote number shown above when placing order for these products to ensure that pricing shown is honored.

Item	Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	SS-ENFSGS3D Rev 000 U/M EA N-FORCE SGL D/G 12LED SAE BLK (R/W)	2.00	103.490	US \$ 206.98
	SoundOff Signal nForce™ Single Deck/Grille Mount Light, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Red/White Customer Part : SS-ENFSGS3D			
002	SS-ENFSGS3E Rev 000 U/M EA N-FORCE SGL D/G 12LED SAE BLK (B/W)	2.00	103.490	US \$ 206.98
	SoundOff Signal nForce™ Single Deck/Grille Mount Light, SAE Class 1, 10-16v, Black Housing, 12 LED, Dual Color - Blue/White			
003	ENFLB008BL-0B6 Rev NS U/M EA NFORCE LED LIGHTBAR	6.00	1,764.960	US \$ 10,589.76
	48"/122cm 12 VOLT NFORCE LED LIGHTBAR W/ LIN DSC TECHNOLOGY /D24/ D12 D12 D12 D12 D12 D12 D24\ /R_W/ R_W R_W R_W B_W B_W B_W B_W\ A --GRT-- --GRT-- --GRT-- O--GRT-- A A --CLR-- --CLR-- --CLR-- O--CLR-- A \D24\ D12 D12 D12 D12 D12 T18 /D24/ \R_W\ R_A R_A R_A B_A B_A RBA /B_W/ Material - Lexan [12 12] Accessories - PNFLBSPLT1, AUTO-DIM Mount - Standard Fixed Height Mount (PNFLBK08) & Extension Plate (PNFLBKXT) Hook - PNFLBF32 OPEN MARKET			
004	ENGCC01243 Rev NS U/M EA BLUEPRINT 3.0 100 AMP CENTRAL CTRL	13.00	305.760	US \$ 3,974.88
	OPEN MARKET			
005	SS-ENGCP18001 Rev 000 U/M EA BLUEPRINT REMOTE CONTROL PANEL	13.00	137.830	US \$ 1,791.79
	Customer Part : SS-ENGCP18001			
006	ENGLNK002 Rev NS U/M EA BLUEPRINT LINK KIT (002)	13.00	236.160	US \$ 3,070.08
	OPEN MARKET			

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Item	Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
007	SS-ENGND04101 Rev 000 U/M EA BLUEPRINT 0410 50AMP REMOTE NODE	13.00	173.130	US \$ 2,250.69
	Customer Part : SS-ENGND04101			
008	ENGSA07152 Rev NS U/M EA BLUEPRINT 482 200W AMPLIFIER/SWITCH	13.00	323.040	US \$ 4,199.52
	OPEN MARKET			
009	SS-ENGHNK01 Rev 000 U/M EA BLUEPRINT CENTRAL CTRL HRNS KIT	13.00	35.300	US \$ 458.90
	Customer Part : SS-ENGHNK01			
010	SS-ENGHNK02 Rev 000 U/M EA BLUEPRINT REMOTE NODE HRNS KIT	13.00	32.880	US \$ 427.44
	Customer Part : SS-ENGHNK02			
011	ETTFUT-16 Rev NS U/M EA FORD UTILITY PLUG-IN TAILLIGHT FLSH	13.00	67.200	US \$ 873.60
	OPEN MARKET			
012	EML6E20R Rev NS U/M EA ML6 FLUSH MOUNT LIGHT (RED)	13.00	47.520	US \$ 617.76
	OPEN MARKET			
013	EML6E20B Rev NS U/M EA ML6 FLUSH MOUNT LIGHT (BLU)	13.00	47.520	US \$ 617.76
	OPEN MARKET			
014	ETSSVBK01 Rev NS U/M EA 100 SERIES SPEAKER BRACKET KIT (01)	26.00	21.600	US \$ 561.60
	OPEN MARKET			
015	ETSS100J Rev NS U/M EA 100J SERIES COMPOSITE SPEAKER	26.00	120.000	US \$ 3,120.00
	OPEN MARKET			

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Item	Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
016	PMP1BRK2LPV Rev NS U/M EA MPOWER 3" LICENSE PLATE VERT KIT OPEN MARKET	13.00	19.200	US \$ 249.60
017	SS-EMPS1STS3D Rev 000 U/M EA MPOWER 3" STUD MNT SAE 8 LED (R/W)	26.00	84.630	US \$ 2,200.38
018	SS-EMPS1STS3E Rev 000 U/M EA MPOWER 3" STUD MNT SAE 8 LED (B/W)	13.00	84.630	US \$ 1,100.19
019	SS-EMPS1STS4RBW Rev 000 U/M EA MPOWER 3" STUD MNT SAE 12 LED (RBW)	13.00	93.330	US \$ 1,213.29
020	ENFWB001KJ Rev 000 U/M EA NFORCE INTERIOR LIGHTBAR Ford Explorer/PI Utility w/o option 76P (2020) Split Front (DRV) D12 D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W R_W B_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included)	2.00	819.702	US \$ 1,639.40
021	ENFWB001LV Rev 000 U/M EA NFORCE INTERIOR LIGHTBAR Ford Explorer/PI Utility w/o option 76P (2020) Solid Rear (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_A R_A R_A B_A B_A B_A B_A Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) OPEN MARKET	2.00	635.934	US \$ 1,271.87

Total Items Price US \$ 40,642.47

Thanks again for your interest in our company as one of your suppliers.

With best regards,
SoundOff Signal GSA Sales
ETI LIGHTING, DBA SOUNDOFF SIGNAL GSA
GS-07F-0485Y
CONTRACT PERIOD JULY 20, 2017 TO JULY 19, 2022
DUNS 831009597
CAGE 6FVPo
TAX ID 382739208



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 9, 2021

PREPARED BY

AGENDA ITEM # E.2

For consideration with possible action the acceptance of the Center for Tech & Civic life grant extension for \$731,191 with an expiration of June 30, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Tech & Civic Life Grant

Diana Ellenbecker

From: Celestine Jeffreys
Sent: Monday, February 8, 2021 9:14 AM
To: Diana Ellenbecker
Subject: FW: CTCL COVID-19 Response Grant, Extension Request - Approved



Celestine Jeffreys

Clerk, City of Green Bay

From: CTCL Grants Team <grants@techandcivillife.org>
Sent: Thursday, February 4, 2021 3:46 PM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Subject: CTCL COVID-19 Response Grant, Extension Request - Approved

Hello from the CTCL team,

Thank you for providing the requested additional information and for your patience throughout the review process. We are pleased to share that CTCL has approved your request for a 6-month extension to the extent that your proposed expenditures fall within the below criteria.

This extension provides you until **June 30, 2021** to expend the remaining **\$731191** of your grant.

Please note the following criteria for your approved extension request:

1. Funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in your jurisdiction. Additionally remaining funds can only be used for:

- Staffing or administrative costs for continuing expenses relating to the November 2020 general election, including any associated runoffs. These continuing expenses may include:
 1. Cleanup, closing out vote history or reconciling poll lists.
 2. Responding to media or public information requests relating to the November 2020 election.
 3. Any equipment necessary to conduct any of these tasks safely in a pandemic.
- Payment of invoices or expenses incurred or arising from the November 2020 general election, including any associated runoffs, even if the expenses are paid in 2021.
- Expenses related to the safe administration of elections taking place in 2021 during a pandemic, for which an election department is unable to use supplemental federal funds that Congress approved in 2020 (or where federal funds are unavailable).

*Please note that we understand that you may adjust your plans for expending remaining funds based on this criteria. You are **not** required to resubmit an “Additional Information Form” proposed 2021 budget.

2. A final report is to be submitted no later than July 31, 2021. Please submit via the reporting portal.

3. Grantees will be required to return any unspent funds at the time of final reporting.

- Any remaining funds that are not able to be spent on the above categories of expenditures must be returned to CTCL via check by **August 7, 2021**.
 - **Payable to:** Center for Tech and Civic Life
 - **Mailing address:** 233 N Michigan Ave, Suite 1800, Chicago, IL 60601
 - **Attn:** Nareth Phin, Operations Director

Thank you for all your hard work! And as always, let us know if you have any other questions by contacting us at grants@techandcivicliflife.org.

Best,

The CTCL team



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 9, 2021

PREPARED BY

AGENDA ITEM # E.3

Discussion on status of litigation on the following Notices of Decision from the US Dept of the Interior regarding the intent to take land into trust: Kuffel, Bruss, Syndergaard, Kolb, Kelley, Howey, Duquaine, Cornelius, Kestell, Baumgart, Orlando, and Debenedetto parcels.

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BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 9, 2021

PREPARED BY

AGENDA ITEM # E.4

Discussion with possible action on the Cooperative Governance Agreement and the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation and the City of Green Bay.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Oneida Nation_City of Green Bay_Cooperative Governance Agreement_FINAL
2. GBPD and OPD Mutual Assistance Agreement FINAL

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

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

Seal of the
Oneida Nation

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Celestine Jeffreys, Clerk
Date: _____

Seal of the
City of Green Bay

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.

3. **Evidence.** The Requesting Department is responsible for reasonable evidence storage fees for evidence collected in the investigation. The Responding Department bears no financial liability for fees associated with the keeping and/ or testing of evidence associated with the investigation.
4. **Other Costs.** The Requesting Department is responsible for all reasonable costs incurred from outside vendors while providing investigative services, including but not limited to transcription fees.

13. **JOINT TRAINING AND COMMUNITY EVENTS.** The Departments shall work cooperatively to identify and attend joint training and community events which benefit the Departments and/or the community.

14. **IMMUNITIES.**

- A. **The parties.** Notwithstanding any other portions of this Agreement, nothing contained herein is intended to preclude the parties and their insurers from asserting the limitations, defenses, and immunities contained within 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.
- B. **Oneida Police Department.** With the exception of those noted in Sec. 4, all immunities from liability, and exemptions from laws, ordinances, and regulations, which Oneida Police Officers possess in their own jurisdiction shall be effective in the City's jurisdiction in which the Nation's Officers are providing assistance, unless otherwise prohibited by law. The provisions of 25 U.S.C. § 5321, et seq., and/or 5361, et seq., and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
- C. **Green Bay Police Department.** Nothing contained herein is intended to preclude the Green Bay Police Department or its Insurers from asserting the limitations, defenses, and immunities contained within Wis. Stats. § 345.05 and 893.80 any other applicable provision of law.

15. **INDEMNIFICATION.**

- A. **General Indemnification.** Except as otherwise provided for in Paragraph 15.B herein, each party is legally responsible for the acts or omissions of its own employees, agents, or assigns with respect to their activities and performance under this Agreement. The Nation shall

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 9, 2021

PREPARED BY

AGENDA ITEM # E.5

Report of the Claims Committee.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL Claims Committee Rpt February 09, 2021