

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

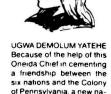
Oneida Tribe of Indians of Wisconsin

Post Office Box 365

Phone: 869-2214



Oneida, WI 54155



tion, the United States, was

made possible

RESOLUTION # 2-25-94-B

WHEREAS, the Oneida Tribe of Indians of Wisconsin is a federally recognized Indian government and a treaty tribe recognized by the laws of the United States, and

WHEREAS, the Oneida General Tribal Council is the governing body of the Oneida Tribe of Indians of Wisconsin, and

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

WHEREAS, the Oneida Business Committee wishes to fully enforce its Vendors Licensing Ordinance, and

WHEREAS, the Trust Committee has been delegated the authority under the Vendor Licensing Ordinance, and

WHEREAS, the Oneida Trust Committee has been delegated as the recipient of the monies collected through this Ordinance, and

WHEREAS, the most efficient method of enforcing the Vendor Licensing Ordinance such that the Trust Committee can receive the financial benefit of the fees charged is to delegate this authority to the Oneida Compliance Office.

NOW THEREFORE BE IT RESOLVED: That the attached Memorandum of Agreement between the Oneida Business Committee and the Oneida Trust Committee delegates responsibility for collecting and distributing the receipts of Vendor's Permits to the Oneida Compliance Office and has been duly approved by both the Oneida Business Committee and the Oneida Trust Committee.

CERTIFICATION

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the Oneida Business Committee is composed of 9 members of whom 5 members constitute a quorum. 6 members where present at a meeting duly called, noticed and held on the 25 day of February, 1994; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.

Julie Barton, Tribal Secretary Oneida Business Committee

Memorandum of Agreement

This Memorandum of Agreement is entered into between the Oneida Business Committee and the Oneida Trust Committee to transfer authority for enforcing the Oneida Vendor Licensing Ordinance to the Oneida Compliance Office until such time as the Vendor Licensing Ordinance is amended, repealed, or replaced. Both parties approve and adopt this agreement and agree to abide, respect and follow the following provisions:

- The parties agree to the transfer of authority for collection of the Vendor Licensing fee as authorized under the Vendor Licensing Ordinance.
- 2. This agreement shall remain in effect for one year after date of signing or until otherwise superseded by creation of a new ordinance, or amendment, or repeal, of the existing Vendor Licensing Ordinance.
- 3. The Oneida Compliance Office shall be responsible for enforcing the Vendor Licensing Ordinance, including, but not limited to:
 - a. Enforcement of all provisions of the ordinance;
 - b. Collection of fees authorized by the ordinance;
 - c. Review and recommend fee levels to the Legislative Operating Committee as required by the ordinance; and
 - d. Any other actions required to help efficiently implement this ordinance and collect the revenue authorized by the ordinance.
- The Oneida Compliance Office shall be allowed to retain adequate fees of Administrative costs of all fees obtained through this ordinance. Monthly invoices shall be sent to the Accounting Manager for Programs, for reimbursement of actual costs excluding office expenses related to supplies, or telephone charges.
- The Oneida Compliance Office shall transfer the balance of the collections after Administrative costs or not retain more than 50% of gross amount of fees collected relating to Administrative costs to the Oneida Trust Committee through the normal Oneida Accounting Procedures, along with a summary of the account containing:
 - a. The number of fees collected;
 - b. The gross amount of fees collected;
 - c. The amount of fees transferred.
- The Compliance Office shall meet with the Accounting Manager for Programs monthly to calculate the actual expenses of collecting the fees which shall be the costs related to:
 - a. Office space
 - b. Personnel time directly related to collection and filing of forms and permits
 - c. costs of maintaining an account for the collections;
 - d. Quarterly report shall be submitted to the Oneida Trust Committee.

Memorandum of Agreement Business Committee and Trust Committee Page 2

- 7. This Memorandum of Agreement may be modified by both parties at any time, with the consent of both parties providing thirty (30) days written notice from either party.
- 8. Unless otherwise stated in writing thirty (30) days before expiration, this Memorandum of Agreement shall automatically be renewed after one year from signing.
- 9. The fees obtained through this ordinance shall be distributed as directed by Oneida General Tribal Council Resolution # 6-30-90-A-Addendum.

We, the below signed parties agree to the words and intent of this Memorandum of Agreement as signified by our signatures below:

Deborah J. Doytator

Deborah J. Doytator

Chairwoman, Oneida Business Committee

3-16-94

Date

3-7-94

Chairperson, Oneida Trust Committee

Artley Skenandore
General Manager, Oneida Tribe

3-7-99

Date

a:locmisc/moavends/sg