Oneida Tribe of Indians of Wisconsin



Oneidas bringing several hundred bags of corn to Washington's starving army at Valley Forge, after the colonists had consistently refused to aid them. Post Office Box 365



Oneida, Wi 54155



UGWA DEMOLUM YATEHE Because of the help of this Oneida Chief in cementing a friendship between the six nations and the colony of Pennsylvania, a new nation, the United States was made possible.

RESOLUTION # 9-20-95-A

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 General Tribal Council, and
WHEREAS,	the Oneida General Tribal Council has authorized funds to support the Onyota' a:ka of the Thames land claims activities, and
WHEREAS,	the Oneida Business Committee desires that a "Memorandum of Agreement" be entered into with the Onyota' a:ka of the Thames, and

NOW THEREFORE BE IT RESOLVED: that the following terms and conditions meet the criteria set forth by the Oneida General Tribal Council for the "Memorandum of Agreement."

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this <u>20th</u> day of <u>September</u>, 1995, to conclude on September 30, 1996 by and between the Oneida Tribe of Indians of Wisconsin, represented by the Oneida land Claims Commission, whose mailing address is P.O. Box 365, Oneida, Wisconsin 54155 and the Onyota' a:ka of the Thames Band Council, represented by the <u>Elected Council</u>, whose mailing address is Administration Office, RR#2, Southwold, Ontario, NOL 2GO, who agree to uphold and adhere to the following provisions:

The Oneida Land Claims Coordinator and the Onyota' a:ka of the Thames Land Rights Committee shall abide by all provisions of this memorandum.

- 2 The Chief Counsel for the Oneida Tribe of Indians of Wisconsin shall be designated as the legal representative regarding this Memorandum. The Chief Counsel shall assist the Commission and Committee in any amendments of this Memorandum of Agreement that may be required during the project period. Legal services shall be regulated through the Oneida Business Committee.
- 3 The Oneida Business Committee and the Onyota' a:ka of the Thames Band Council shall approve a detailed operating plan and budget for funds allocated from the General Fund of the Oneida Tribe of Indians of Wisconsin.
- 4 All expenditures will be in accordance with the approved operating plan.

A statement of expenditures will be submitted on a monthly basis to the Onyota' a:ka of the Thames Band Council and the Oneida Business Committee.

- 6. Transfer of funds will occur based upon a request for reimbursement supported by the monthly statement of expenditures. An initial advance of \$12,000.00 will be transferred within 10 (ten) days of the signing of this agreement. Total amount authorized under this agreement is \$112,000.00 U.S. funds.
- 7 All expenditures will be supported with complete documentation i.e. receipts and invoices.
- 8. Disputes between the Committee and the Commission shall be resolved in a joint meeting at the request of either party in writing, addressed to the chairperson of either the Committee or Commission.
- 9. This Memorandum of Agreement may be terminated by either party upon providing a thirty (30) day written notice.
- 10 This Memorandum of Agreement shall not be amended or terminated except by mutual agreement of the Oneida Business Committee and the Onyota' a:ka of the Thames Band Council.
- 1 To the extent that this Memorandum pertains to the Commission, the Commission shall comply with all administrative policies of the Tribe and directives of the General Tribal Council.
- 12 The Onyota' a:ka of the Thames agrees to offset any settlement amounts as the result of successful negotiations with New York State on Oneida land claims to the extent of this transfer with no interest accrued to the Oneida Tribe of Indians of Wisconsin.

Date 10-18-9.5

Deborah J. Doxtator, Chairwoman Oneida Tribe of Indians of Wisconsin

10-30-95 Date

Harry Doxtator Onyota' a:ka of the Thames Council

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. <u>8</u> members were present at a meeting duly called, noticed and held on the <u>20th</u> day of <u>September</u>, 1995; that the foregoing resolution was duly adopted at such meeting by a vote of <u>7</u> members for; <u>0</u> members against, and <u>0</u> members not voting; and that said resolution has not been rescinded or amended in any way.

Julie Barton, Tribal Secretary Oneida Business Committee

ONYOTA'A:KA

ADMINISTRATION OFFICE RR #2 SOUTHWOLD, ONTARIO NOL 2G0

TELEPHONE: (519) 652-3244

FAX: (519) 652-9287

LAND RIGHTS BUDGET 1995/96

LEGAL FEES	40000
TRAVEL EXPENSE	38500
COMMUNITY INFORMATION SYSTEM	1500
SUPPLIES	4000
EQUIPMENT	4500
SALARY & BENEFITS	24000
TOTAL BUDGET	112500

'People of the Standing Stone"