



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



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 # 9-18-91-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 Oneida General Tribal Council, and

WHEREAS, the Oneida Business Committee has determined that the present personnel pool for employees at the Irene Moore Activity Center to conduct games under the Oneida Gaming Ordinance is inadequate to meet the immediate needs of that and other enterprises of the Oneida Tribe, and

WHEREAS, the Oneida Gaming Ordinance presently restricts employment at the gaming enterprise to enrolled members of the Oneida Tribe, and

WHEREAS, the Oneida Personnel Policies and Procedures prohibit Tribal employees from holding more than one employment position with the Tribe, and

WHEREAS, a substantial number of Tribal employees who are also Tribal members have expressed an interest and willingness to work on a part-time basis at the Oneida Gaming enterprise, and

WHEREAS, it is believed by the Business Committee that access to these Tribal member employees will add substantially to the personnel pool without detriment to their performance of their usual responsibilities and duties, and further may be accomplished without amendment or revision of other Tribal laws or disruption to the Tribe and will greatly assist gaming and other enterprises to meet this acute need, and

WHEREAS, it is the desire of the Oneida Business Committee to delegate the responsibility of implementing an interim policy of contracting with individual Tribal member employees to become trained vendors of temporary services to conduct authorized games defined by the Oneida Gaming Ordinance and other Tribal laws as directed by the Gaming Manager or his delegated, and other authorized departments of the Oneida Tribe.

NOW, THEREFORE, BE IT RESOLVED, the following vendor agreement shall be used by the Manager and other authorized departments to contract with individual tribal members who are otherwise employed by the Tribe, for their services as temporary vendors, and

BE IT FURTHER RESOLVED, that such agreement shall:

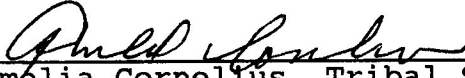
1. Be consistent with the Oneida Gaming Ordinance and other laws of the Oneida Tribe.
2. Not to exceed the authority or term of this resolution.
3. Contracted services may not be used for supervisory or management positions.
4. Not to exceed 20 hours per week, which will be scheduled by the Manger, and which will not interfere with normally scheduled working hours per attached schedule.
5. Compensation to be determined by the Manager, paid monthly at a rate consistent with usual wage or salary of the position in which their services will be used.
6. All conflict of interest policies of the Oneida Tribe and/or gaming will be strictly adhered to.
7. Recite the bondability requirement.
8. Permit termination by either party upon 24 hour written notice to the other.
9. Not imply, promise or offer any usual benefits of employment with the Oneida Tribe, and
10. Specifically, inform the vendor of their obligation to all tax authorities, including the Internal Revenue Service.

BE IT FINALLY RESOLVED, that this authority shall terminate six (6) months after the enactment of this resolution unless it is expressly extended in writing by formal action of the Oneida Business Committee, and that any manager who utilizes this authority to contract report to the Business Committee and appropriate commission, committee or board on progress at 30 days and 90 days with a final recommendation 30 days before the expiration of this resolution.

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C E R T I F I C A T I O N

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. 5 members were present at a meeting duly called, noticed and held on the 18 day of Sept, 1991; that the foregoing resolution was duly adopted at such meeting by a vote of 5 members for; 0 members against; and 0 not voting; and that said resolution has not been rescinded and amended in any way.


Amelia Cornelius, Tribal Secretary
Oneida Business Committee

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Approved- 9-18-91

ONEIDA SERVICE VENDOR'S AGREEMENT

This agreement is made and entered into this ____ day of _____, 19____, by and between the Oneida Tribe of Indians of Wisconsin or its delegate, whose mailing address is P.O. Box 365, Oneida, Wisconsin 54155, hereafter known as the "Tribe" and _____, whose social security number or Federal I.D. number is _____ and whose mailing address is _____, an enrolled member of the Oneida Tribe hereafter referred to as the "Vendor", pursuant to the following terms and conditions:

1. The Vendor understands and agrees that this is not an employment agreement and specifically that no employee benefits have been implied, offered or promised to the Vendor.
2. Vendor certifies that:
 - A. They are bondable under the Tribe's Bonding Policy
 - B. They will comport with all rules, regulations and policies of the Enterprise
 - C. These services will not interfere with their employment with the Tribe
 - D. They are competent or will train to become competent for all responsibilities of the Enterprise as determined by the Manager
 - E. They have been provided a copy of the resolution authorizing this agreement
 - F. They are not employed in the enterprise for which they will provide services under this agreement.
3. Vendor is subject to all policies of the Oneida Tribe and the Enterprise, specifically the Policy of Conflicts of Interests.
4. Vendor will provide not more than 20 hours per week, to be scheduled by the Manager.
5. Vendor will be compensated at a rate of _____ per hour to be paid monthly after the first day of each month pursuant to the schedule here attached.
6. THE VENDOR WILL BE RESPONSIBLE TO ANY TAXING AUTHORITY FOR ANY TAX ON COMPENSATION UNDER THIS AGREEMENT.
7. This agreement may not be revised, amended, extended, or modified in any way for any purpose nor may this agreement be assigned, sold, exchanged, or conveyed in any way for any purpose except in writing signed by both parties.
8. The Vendor's services will not be utilized for any supervisory or management responsibilities.
9. This agreement may be terminated by either party upon 24 hour written notice delivered to the other party.

IN WITNESS HEREOF the parties have hereto set their hands.

Oneida Tribe

Vendor