



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

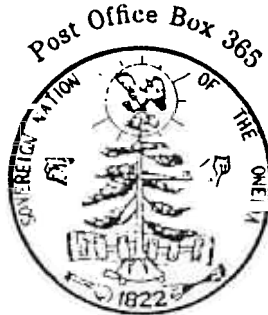
Oneida Tribe of Indians of Wisconsin



UGWA DENOLUN YATENE

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.

Phone: 869-2771



Post Office Box 365
Oneida, WI 54155

RESOLUTION # 5-3-85-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 governmental 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 Tribe of Indians of Wisconsin is empowered to employ legal counsel, the choice of counsel and fixing of fees subject to the approval of the Secretary of the Interior, and

WHEREAS, it is the desire of the Oneida Tribe of Indians of Wisconsin that Francis R. Skenandore with office at 3000 Seminary Road, Oneida, Wisconsin, be hired to serve as General Counsel for the Oneida Tribe of Indians of Wisconsin, and

WHEREAS, Attorney Francis R. Skenandore receive compensation commensurate to the duties performed in accordance with the attached General Counsel Contract.

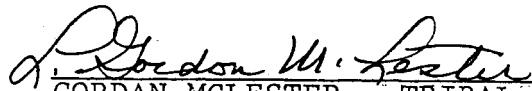
NOW THEREFORE BE IT RESOLVED that said Attorney Francis R. Skenandore be employed to act as General Counsel for and on behalf of the Oneida Tribe of Indians of Wisconsin and to appear as such before all Federal and State Courts, tribunals, departments, agencies and committees of Congress and the State Legislatures pursuant to the terms and conditions of the General Counsel Contract attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Tribal Chairman and Secretary

of the Oneida Business Committee are hereby authorized and directed to execute the contract employing said attorney as General Counsel in accordance with the attached General Counsel Contract.

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 8 members, constituting a quorum were present at a meeting duly called, noticed and held on the 3 day of MAY, 1985; that the foregoing resolution was duly adopted at such meeting by a vote of 7 for, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.


GORDAN MCLESTER - TRIBAL SECRETARY

GENERAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 3 day of May, 1985, by and between the Oneida Business Committee acting for and on behalf of the Oneida Tribe of Indians of Wisconsin and Francis R. Skenandore, Attorney-At-Law with office located at Seminary Road, Oneida, Wisconsin, 54155

WITNESSETH:

1. That the Oneida Tribe of Indians of Wisconsin hereinafter referred to as the TRIBE, under the authority vested therein by resolution of the Oneida Business Committee adopted on the 3 day of May, 1985, which is hereunto attached, and made a part thereof, hereby contracts with, retains, and employs Francis R. Skenandore as General Counsel in the matters hereinafter mentioned.

2. It shall be the duty of Francis R. Skenandore, hereinafter referred to as the ATTORNEY to act as General Counsel for and on behalf of the TRIBE and to appear as such before all Federal and State Courts, tribunals, departments, agencies, and committees of Congress and the State Legislatures. General Counsel duties shall not be deemed to include and will not include any services in connection with tribal claims against the United States.

3. The ATTORNEY in the performance of the duties required of him under this contract, shall be responsible to and subject to the supervision and direction of the Oneida Tribal Council and perform duties assigned or requested by the Oneida Business Committee and the Oneida Tribe of Indians of Wisconsin.

4. The ATTORNEY subject to the approval of the Oneida Business Committee and the Secretary of the Interior or his authorized representative may employ for work hereunder such attorney as he may select; provided, that neither the TRIBE nor the Government is to owe any additional compensation by reason of such employment, all compensation of such employed counsel to be paid by the ATTORNEY out of any compensation which he may receive

5 The compensation of ATTORNEY for his services rendered hereunder shall be retainer fee. The ATTORNEY shall be paid as a retainer the sum of \$10,000 per month payable on the first Tribal payday of every month, plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls and telegraphs, reproduction and printing of documents and photostats, postage, consumable supplies and materials, and such like expenses, but not including office expenses such as rent, light, heat, stenographic, clerical and secretary services. The expenses paid shall not exceed \$3,000 per month unless additional amounts are authorized by the Oneida Business Committee Expenses shall be itemized by the ATTORNEY

6. No assignment of the obligations of this contract, in whole or in part, shall be made without the consent, previously obtained of the Oneida Business Committee and the approval of the Secretary of the Interior or his authorized representative, nor shall any assignment or encumbrance be made of any interest of the ATTORNEY in the compensation to be paid under this contract, without such consent, provided, that if such an assignment of the obligations of the contract, or assignment or encumbrance of any

interest in the compensation to be paid is made in violation of provisions of this paragraph, the contract may be terminated at the option of the Secretary of the Interior or of the TRIBE, and no attorney having any interest in the contract or in the fee provided herein shall be entitled to any compensation whatever for services rendered or expenses incurred subsequent to the date of termination

7 The death of the ATTORNEY shall terminate this contract unless there is left surviving one attorney or more who is a party to this contract or who holds an interest herein under an assignment approved by the Oneida Business Committee and the Secretary of the Interior or his authorized representative, in which event such surviving attorney or attorneys shall serve as the ATTORNEY under this contract until it expires or is terminated in accordance with the terms hereof.

8. This contract may be terminated by either party by giving 90 days, written notice to the other party, the Secretary of the Interior or his authorized representative, and to the Area Director, and if the contract shall be so terminated the ATTORNEY shall receive such compensation as the Secretary of the Interior or his authorized representative may determine equitably to be due to date of termination.

9. The ATTORNEY shall devote all the time necessary to the representation of the client, but shall not by this Contract, be prevented or barred from performing other legal work or services by reason of the employment as herein specified.

10. The ATTORNEY shall render to the TRIBE and/or the

Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than semi-annually and at such other times as may be requested by the Secretary of the Interior or his authorized representative

ATTORNEY agrees that qualified Indians shall be given preference in all employment and he shall actively seek and train Indians to qualify them for such employment.

ATTORNEY stipulates that he is a fully licensed member in good standing of the bar of the State of Wisconsin, and to the best of his knowledge no disciplinary proceedings have been instituted against him by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

13. This Contract shall be in force for a period of three years

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written

THE ONEIDA TRIBE OF INDIANS OF
WISCONSIN

BY: Purcell Powless
CHAIRMAN PURCELL POWLESS

AND: Gordon M. Mc Lester
SECRETARY - GORDON MCLESTER

ATTORNEY: Francis R. Skenandore
FRANCIS R. SKENANDORE
ATTORNEY-AT-LAW