



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 # 4-01-92-D

WHEREAS, the Oneida Tribe of Indians of Wisconsin ("the Oneida Tribe") 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 Tribe is empowered to employ legal counsel, the choice of counsel and fixing of fees being subject to the approval of the Secretary of the Interior; and

WHEREAS, the Oneida Tribe has entered into a Special Counsel Agreement, dated January 25, 1991, with the law firm of Altheimer & Gray ("Special Counsel Agreement"), a copy of which Agreement is attached to this Resolution as Exhibit "A"; and


WHEREAS, it is the desire of the Oneida Tribe to amend the Special Counsel Agreement, as set forth in the Amendment to Special Counsel Agreement By and Between The Oneida Tribe of Indians of Wisconsin and Altheimer & Gray ("Amendment"), a copy of which Amendment is attached to this Resolution as Exhibit "B"; and

NOW THEREFORE BE IT RESOLVED: that the Oneida Tribe adopts the terms and conditions of the Amendment, attached hereto as Exhibit "A" and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Tribal Chairman, and Secretary or other appropriate officers of the Oneida Business Committee are hereby authorized and directed to execute the Amendment.

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. 8 members were present at a meeting duly called, noticed and held on the 1st day of April, 1992; that the foregoing resolution was duly adopted at such meeting by a vote of 7 members for; 0 members against, and 0 members not voting; and that said resolution has not been rescinded or amended in any way.


Amelia Cornelius, Tribal Secretary
Oneida Business Committee

**AMENDMENT TO SPECIAL COUNSEL AGREEMENT
BY AND BETWEEN
THE ONEIDA TRIBE OF INDIANS OF WISCONSIN
AND
ALTHEIMER & GRAY**

THIS AMENDMENT, made and entered into this day of March, 1992 by and between **THE ONEIDA TRIBE OF INDIANS OF WISCONSIN** ("the Tribe"), and **ALTHEIMER & GRAY**, 10 South Wacker Drive, Suite 4000, Chicago, Illinois 60606.

WHEREAS, the Tribe and Altheimer & Gray have previously entered into a Special Counsel Agreement by and between the Oneida Tribe of Indians of Wisconsin and Altheimer & Gray dated January 25, 1991, and approved by the Acting Area Director, Minneapolis Area Office, Bureau of Indian Affairs, on April 11, 1991, ("Special Counsel Agreement"), under the terms of which the Tribe has selected, retained and employed Altheimer & Gray as special counsel for and on behalf of the Tribe and any tribal entity in connection with the litigation and/or settlement of any and all claims of the Tribe or any tribal entity against the Fort Howard Corporation ("Fort Howard") arising from Fort Howard's disposal of wastes on land located within and contiguous to, the Tribe's reservation and properties near Green Bay, Wisconsin; and

WHEREAS, the Tribe and Altheimer & Gray desire, intend and agree that they wish to amend certain provisions of the Special Counsel Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Paragraph 4 "Fees and Compensation", sub-paragraph "(a)(2)" of the Special Counsel Agreement is amended to read as follows:

"(2) the total amount of legal fees (but not disbursements) paid to Altheimer & Gray for services within the Scope of Representation prior to any final judgment or settlement (which fee payments shall include any fees, but not disbursements, paid since October 1, 1988, including, without limitation, the \$33,000.00 fee payment referred to below in paragraph 4(b), any monthly retainer amounts hereinafter paid during the Second Settlement Period (hereinafter

defined) referred to below in paragraph 4(d) and any fees hereinafter paid during the Litigation Period (as hereinafter defined) referred to below in paragraph 4(d), plus any unpaid monthly retainers which accrue during the Second Settlement Period pursuant to paragraph 4(d) and plus any unpaid fees which accrue during the Litigation Period pursuant to paragraph 4(d). If such amount exceeds the sum calculated pursuant to the formula set forth in paragraph 4(a)(1), Altheimer & Gray shall receive no additional compensation, except any such unpaid accrued amounts, but shall be entitled to all fees and retainer amounts previously paid, or accrued and to be paid, by the Tribe."

2. Paragraph 4 "Fees and Compensation", sub-paragraph "(c)" of the Special Counsel

Agreement is amended to read as follows:

"(c) With respect to services to be rendered during the period from October 1, 1990 through January 31, 1992, (such period of time hereinafter referred to as the "Settlement Period"), Altheimer & Gray agrees to waive any hourly fee, but the Tribe shall reimburse Altheimer & Gray on a monthly basis for all disbursements incurred by Altheimer & Gray on behalf of the Tribe and billed to the Tribe during the Settlement Period."

3. Paragraph 4 "Fees and Compensation", sub-paragraph "(d)" of the Special Counsel

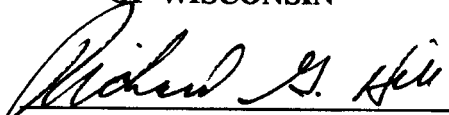
Agreement is amended to read as follows:

"(d) With respect to services to be rendered during the period commencing February 1, 1992, and ending with consummation of a settlement with Fort Howard, or the Tribe's filing of any complaint against Fort Howard (whichever event shall first occur) (such period of time referred to as the "Second Settlement Period"), the Tribe shall compensate Altheimer & Gray for its legal services at a non-refundable retainer rate of \$15,000.00 per month (or fraction thereof), plus disbursements incurred, payable monthly. With respect to services (if any) to be rendered during the period commencing after termination of the Second Settlement Period (resulting from failure to consummate a settlement) and ending with the termination of the litigation (whether by settlement, entry of a final judgment or otherwise) (such period of time referred to as the "Litigation Period"), the Tribe shall compensate Altheimer & Gray for its legal services at a rate of \$110 per attorney hour, plus any paralegal services billed at regular hourly rates. Such fees, together with all disbursements incurred, shall be payable monthly."

4. The Special Counsel Agreement, except as herein amended, remains in full force and effect, including without limitation, the provisions of Paragraphs 2 and 15 therein. If there shall be any conflict between any of the terms and provisions of this Amendment and the Special Counsel Agreement, then the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the Tribe and Altheimer & Gray have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

For: **THE ONEIDA TRIBE OF INDIANS OF WISCONSIN**



Signature

Name (Typed)

Title

Date

ATTEST:

For: **ALTHEIMER & GRAY**



Signature

Name (Typed)

Title

Date

RESOLUTION NO. 4-1-92-0

WHEREAS, the Oneida Tribe of Indians of Wisconsin ("the Oneida Tribe") 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; and

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

WHEREAS, the Oneida Tribe is empowered to employ legal counsel, the choice of counsel and fixing of fees being subject to the approval of the Secretary of the Interior; and

WHEREAS, the Oneida Tribe has entered into a Special Counsel Agreement, dated January 25, 1991, with the law firm of Altheimer & Gray ("Special Counsel Agreement"), a copy of which Agreement is attached to this Resolution as Exhibit "A"; and

WHEREAS, it is the desire of the Oneida Tribe to amend the Special Counsel Agreement, as set forth in the Amendment to Special Counsel Agreement By and Between The Oneida Tribe of Indians of Wisconsin and Altheimer & Gray ("Amendment"), a copy of which Amendment is attached to this Resolution as Exhibit "B"; and

NOW THEREFORE BE IT RESOLVED, that the Oneida Tribe adopts the terms and conditions of the Amendment, attached hereto as Exhibit "A" and incorporated by reference herein.

BE IT FURTHER RESOLVED that the Tribal Chairman, and Secretary or other appropriate officers of the Oneida Business Committee are hereby authorized and directed to execute the Amendment.

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 1st day of March, 1992; that the foregoing Resolution was duly adopted at such meeting by a vote of AP5 for and 0 members not voting; and that said Resolution has not been rescinded or amended in any way.

TRIBAL SECRETARY

