## 216.1. Purpose and Policy

216.1-1. The purpose of this policy is to regulate the utilization of Attorneys within the Oneida Tribal organization and attorneys and firms hired on retainer outside the Oneida Tribal organization to maximize the professional services and reduce conflict among professionals.

216.1-2. It is the policy of the Oneida Tribe of Indians of Wisconsin to utilize a centralized legal office to ensure efficiency and cost effectiveness.

## 216.2. Adoption, Amendment, Repeal

216.2-1. This policy is adopted by the Oneida Business Committee by resolution # BC-6-24-98-B and amended by resolution BC-02-25-15-C.

216.2-2. This policy may be amended pursuant to the procedures set out in the Oneida Administrative Procedures Act by the Oneida Business Committee or the Oneida General Tribal Council.

216.2-3. Should a provision of this policy or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other portions of this policy which are considered to have legal force and effect without the invalid portions.

216.2-4. All other Oneida policies, regulations, rules, resolutions, motions and all other similar actions which are inconsistent with this policy are hereby repealed unless specifically re-enacted after adoption of this policy, specifically:

>    a. BC-6-29-94-A - resolution adopting the Attorney Contracts Policy on an interim basis.

## 216.3. Definitions

216.3-1. This section shall govern the definitions of words or phrases as used herein. All words not defined herein shall be used in their ordinary and everyday sense.

>    (a) "Attorney Contract" as used herein means any contract for services of any kind, whether as an employee of the Tribe or as a consultant. It includes contracts for piecemeal work, or for projects of any type, length or duration of time.

>    (b) "Division" as used herein means any entity of the Oneida Tribe of Indians of Wisconsin for which the liability from actions of that entity reside on the Oneida Tribe, including, but not limited to, all boards, committees, commissions, enterprises, or programs.

>    (c) "Chief Counsel" as used herein means the supervising attorney of the Oneida Law Office which is a division of the Oneida Tribe.

>    (d) "Judiciary" as used herein means the judicial system that was established by Oneida General Tribal Council resolution GTC-01-07-13-B to administer the judicial authorities and responsibilities of the Tribe.

## 216.4. Procedures

216.4-1. All attorney contracts shall be approved by the Oneida Business Committee, provided that those contracts listed below shall be approved in accordance with the procedures set out in 25 C.F.R. §81:

(a)  Any attorney contract in the opinion of the Chief Counsel requiring review and approval under 25 C.F.R. §81, or

(b)  Any other attorney contract required by law to have review and approval under 25 C.F.R. §81.

216.4-2.  All attorney contracts shall be signed by the Chairperson and one officer of the Oneida Business Committee on behalf of the Oneida Tribe of Indians of Wisconsin.  All attorney contracts shall be contracted through the Chief Counsel's office and supervised by Chief Counsel's office.

216.4-3.  Exceptions to Supervision Requirement.  The following are exceptions to the requirement that attorneys are supervised by Chief Counsel's Office:

(a)  Judiciary - attorneys retained by the Judiciary shall have a clause within any contract which maintains the autonomy of the judicial branch.

(b)  Compliance Division - Employee Advocates Office - attorneys retained by this office shall a clause within any contract which maintains the autonomy of that office.

(c)  Other offices which represents persons against the interests of the Oneida Tribe as service offered by the Oneida Tribe.

**216.5.  Contract Contents**

216.5-1.  Attorney contracts shall contain the following clauses.  Provided that, Chief Counsel may approve exceptions to any of the clauses listed in this section.

216.5-2.  Attorney contracts shall contain the minimum information, limitations, restrictions and the like as set out below:

(a)  Documentation required annually regarding acquisition and maintenance of bar status - good standing.

(b)  A statement that no conflicts of interest exist prior to executing the contract and after executing the contract.

(c)  A clause that indicates that the parties to the contract may terminate upon reasonable notice by either parties or the Chief Counsel.  Further, that continuation of the contract is not subject to automatic renewal and is subject to continuing budgeting for the position..

(d)  A clause clearly indicating what services and/or deliverables will be rendered under the contract.

(e)  A clear description of the compensation.  Compensation as defined for this section means a payment made to an Attorney for the purpose of reimbursement of time, office expenses, travel, support staff or other costs associated with rendering legal services as further defined or limited within a contract.

(f)  A clause indicating that the Chief Counsel of the Oneida Law Office is the direct supervisor of the Attorney and that all final work product and payment of any compensation will be approved and verified by the Chief Counsel *except as indicated in section 216.4-3.*

(g)  A clause that clearly indicates that the attorney is required to submit reports to the Chief Counsel as required by the Chief Counsel *except as indicated in section 216.4-3.*

(h)  A clause indicating that indicates that any approval or signature by any person or persons on behalf of the Oneida Tribe, whether on a contract, or agreement shall not constitute a waiver of sovereign immunity on behalf of the Oneida Tribe of Indians of Wisconsin, the Oneida General Tribal Council, the Oneida Business Committee or any of its agents or sub-entities.

216.5-3.  All Attorney Contracts shall have attached a conflict of interest disclosure form and a non-disclosure form.

**216.6. Contract Approval**

216.6-1. Attorney contracts shall be approved in the manner set out in this section.

216.6-2. Negotiation for services to be rendered will be the responsibility of the hiring party, provided that, final negotiation regarding payment shall be by Chief Counsel.

216.6-3. The hiring party will forward the negotiated services rendered to the Chief Counsel's office for integration into the contract.

216.6-4. Chief Counsel completes negotiation of contract contents and forwards final approval to the Oneida Business Committee. Provided that, prior to final approval, professional qualifications are verified by the Oneida Law Office through receipt of confirmation of good stating, at a minimum, with the State Bar of Wisconsin through a copy of the annual bar card or original letter of good standing.

**216.7. Oneida Law Office**

216.7-1. There is established an Oneida Law Office which shall consist of a Chief Counsel, Deputy Chief Counsel, attorneys and office staff.

216.7-2. The Oneida Law Office shall be designated as the legal office of the Oneida Tribe of Indians of Wisconsin. Further, legal opinions regarding *the interpretation of* laws, policies, regulations, codes, procedures and the like promulgated, adopted approved or otherwise by the Oneida Tribe shall not be binding unless approved by this office.

216.7-3. Attorney opinions interpreting laws, policies, regulations, codes, procedures and the like promulgated, adopted, approved or otherwise from attorneys contracted through the Oneida Law Office and assigned to divisions, or contracted as consultants, are considered non-binding unless approved by the Chief Counsel.

216.7-4. The Oneida Law Office shall be the contracting party for all law firms or attorneys contracted on a retainer basis or for single purpose services or deliverables.

*End.*

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Adopted - BC-6-22-94-G
Adopted - BC-6-29-94-A
Adopted - BC-6-24-98-B
Amended – BC-02-25-15-C