



**RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION**

**(Approving Agreement in Principle and Joint Confidentiality and Cooperation Agreement
for Purposes of Compact Renewal)**

WHEREAS, pursuant to Article IV, Section 1(a) of the Constitution of the White Mountain Apache Tribe, *inter alia*, the Tribal Council has the authority to represent the Tribe and act in all matters that concern the welfare of the Tribe; and

WHEREAS, the Arizona Indian Gaming Association announced at its meeting of March 9, 2007, that member Tribes are interested in renewing the Gaming Compact between the State of Arizona and the Tribes; and

WHEREAS, the AIGA proposes an Agreement in Principle and a Joint Confidentiality and Cooperation Agreement, as attached and incorporated by this reference; and

WHEREAS, the Joint Confidentiality and Cooperation Agreement will allow the AIGA Tribes to coordinate the defense and/or prosecution of litigation and anticipated litigation between AIGA Tribes and the State of Arizona or others related to the status, amendment, or renewal of existing class III Gaming Compacts between each Tribe and the State of Arizona or any gaming conducted by any Tribe; and

WHEREAS, the Agreement in Principle memorializes an agreement among Tribal Leaders to make a good-faith effort to share among themselves the details of their discussions regarding compact renegotiations with the State of Arizona; and

WHEREAS, the Gaming Committee recommends execution of both agreements; and

WHEREAS, the Tribal Council finds that both Agreements are in the best interest of the Tribe for the purposes of compact renewal.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Agreement in Principle and the Joint Confidentiality and Cooperation Agreement, as attached and incorporated by this reference, are hereby approved.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence the Vice-Chairwoman, is hereby authorized to execute both Agreements.

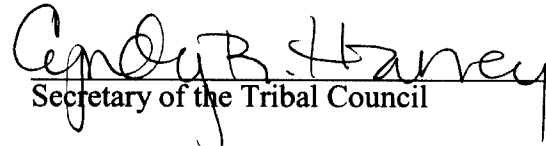
The foregoing resolution was on MAY 8, 2007 adopted by a vote of TEN for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Sections 1 (a), (b), (i), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe

Resolution No. 05-2007-191

September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council



Secretary of the Tribal Council

Agreement in Principle

PREAMBLE

Indian Nations occupy a unique position in American federalism; they are inherent sovereigns whose status within this system is established and defined by their own sovereign actions and by the United States Congress and the federal courts, not by the individual states. Only because of the requirements imposed by the Indian Gaming Regulatory Act, Indian Nations must periodically negotiate with their respective States regarding the scope and regulation of Tribal gaming. We are at a time when the Indian Nations of Arizona can consider making changes to their compacts with the State of Arizona. The common experiences, principles, and values shared by those Indian Nations dictate that they strive for a good-faith cooperative relationship between and among themselves.

STATEMENT OF UNITY

The undersigned Tribal Leaders recognize that the protection of the sovereignty of each Indian nation and the right place of all Indian Nations in American federalism must remain the common guiding principles of all the signatories of this agreement. These Tribal Leaders also recognize that while the commercial ventures they engage in are very important to their individual economies, these economic benefits do not take precedence over the fundamental principles stated above. The signatories further recognize that Indian Nations must be ever vigilant against efforts to divide the nations. To these ends, the undersigned Tribal Leaders agree to make a good-faith effort to maintain a cooperative relationship among themselves as to gaming matters and compact renegotiations.

NOW, THEREFORE, BE IT AGREED BY THE NATIONS THAT:

1. The undersigned Tribal Leaders and their successors will make a good-faith effort to share among themselves the details of their discussions regarding compact renegotiations with the State of Arizona.
2. Contacts and discussions with the State of Arizona as to gaming may be reported to the Executive Director of the Arizona Indian Gaming Association ("AIGA"), who shall share the information with all Tribal Leaders.
3. The Tribal Leaders will make a good-faith effort to develop and maintain consistent positions regarding the terms and issues at issue with the State of Arizona in compact renegotiations.
4. The Tribal Leaders' first priority is to protect the interests, sovereignty, and right to self-determination of their individual Indian Nations. Nothing in this agreement shall be construed to impair the Tribal Leaders' ability to protect the sovereign interests of their individual Indian Nations or their ability to take any action inconsistent with the actions or positions of other Tribal Leaders.

5. Tribal Leaders will make a good-faith effort to notify other Tribal Leaders if they believe that they cannot abide by this Agreement or that they must take positions or actions inconsistent with those of the other Tribal Leaders.

**AGREEMENT IN PRINCIPLE
ENTERED INTO WITH RESPECT, GOOD FAITH, COOPERATION AND UNITY ON:**

<u>Ak-Chin Indian Community</u>	<u>Date</u>	<u>Pascua Yaqui Tribe</u>	<u>Date</u>
<u>Cocopah Tribe</u>	<u>Date</u>	<u>Salt River Pima-Maricopa</u>	<u>Date</u>
<u>Fort McDowell Yavapai Nation</u>	<u>Date</u>	<u>San Carlos Apache Tribe</u>	<u>Date</u>
<u>Fort Mojave Indian Tribe</u>	<u>Date</u>	<u>San Juan Southern Paiute Tribe</u>	<u>Date</u>
<u>Fort Yuma-Quechan Tribe</u>	<u>Date</u>	<u>Tohono O'odham Nation</u>	<u>Date</u>
<u>Gila River Indian Community</u>	<u>Date</u>	<u>Tonto Apache Tribe</u>	<u>Date</u>
<u>Havasupai Tribe</u>	<u>Date</u>	<u>White Mountain Apache Tribe</u>	<u>Date</u>
<u>Hualapai Tribe</u>	<u>Date</u>	<u>Yavapai-Apache Nation</u>	<u>Date</u>
<u>Kaibab Paiute Tribe</u>	<u>Date</u>	<u>Zuni Tribe</u>	<u>Date</u>
<u>Navajo Nation</u>	<u>Date</u>		

**JOINT CONFIDENTIALITY AND COOPERATION AGREEMENT
COMPACT RENEWAL
(Privileged and Confidential—Attorney Work Product)**

This agreement, effective for each Tribe on the date executed below by that Tribe, memorializes a Joint Confidentiality and Cooperation Agreement among the Tribes listed below in Exhibit A, all of which have common interests in the subject of this Agreement, and their counsel. This Joint Confidentiality and Cooperation Agreement will allow the Tribes to coordinate the defense and/or prosecution of litigation and anticipated litigation between these Tribes and the State of Arizona or others related to the status, amendment, or renewal of existing class III gaming compacts between each Tribe and the State of Arizona or any gaming conducted by any Tribe ("the Dispute"). The parties to this Agreement are designated herein as the "Joint Agreement Participants."

1. The Joint Defense or Common Interest Privilege. Pursuant to this Agreement, documents and other materials and information, written or oral, that are otherwise privileged or immune from discovery under either the work product doctrine or attorney-client privilege but that are exchanged between and among the Joint Agreement Participants and their counsel pursuant to this Agreement in connection with the Dispute (the "Privileged Materials") shall not lose their privileged or protected status as a result of such exchange. Such exchange of Privileged Materials will not be construed in any way as a waiver of any attorney-client privilege or work product immunity and shall occur under a standing invocation of the joint defense or common interest privilege as recognized and described in inter alia Waller v. Financial Corp., 828 F.2d 579, 583 n.7 (9th Cir. 1987); United States v. McPartlin, 595 F.2d 1321, 1336-37

(7th Cir.) cert. denied, 444 U.S. 833 (1979); Hunydee v. United States, 355 F.2d 183, 184-85 (9th Cir. 1965); and Ohio-Sealy Mattress Co. v. Kaplan, 90 F.R.D. 21, 29 (N.D. Ill. 1980).

2. Protection of Privileged Information and Work Product. The Joint Agreement Participants and their counsel shall treat all privileged information and work product provided to any of them by any other of them, or by an expert, consultant, or other person retained by any of them singly or jointly, as confidential and shall not disclose any such Privileged Materials to any third party, including, without limitation the State of Arizona, and shall not treat such Privileged Materials in any way that is inconsistent with its privileged or work product status. The Joint Agreement Participants agree that: (i) the exchange of Privileged Materials under this Agreement is not intended to waive any privilege or work product protection otherwise available; and (ii) they may not waive, as to any other of them, the privilege or work product protection associated with any such Privileged Materials. Failure to mark Privileged Materials as such in exchanging same among the Joint Agreement Participants and their counsel shall not waive the status of such privileged information or work product as Privileged Materials.

3. Confidentiality Agreement. Experts, consultants or other persons retained by any Joint Agreement Participant in connection with the Dispute shall execute a confidentiality agreement by which such person or entity agrees to be bound by the terms of this Agreement with respect to Privileged Materials provided to that person or entity.

4. Representation of Individual Clients. Joint Agreement Participants expressly acknowledge that undersigned counsel represent their individual clients in the Dispute and by entering into this Joint Confidentiality and Cooperation Agreement, undersigned counsel are not representing other Joint Agreement Participants.

5. Notice of Request for Privileged Materials. If any person or entity requests or demands access to Privileged Materials by subpoena or otherwise, counsel for the party or parties receiving the request or demand shall immediately notify the other undersigned counsel to this Agreement. Counsel agree that each of them shall take all steps necessary and appropriate to permit the assertion of all applicable rights and privileges with regard to said Privileged Materials in the appropriate forums. If any person or entity requests or demands a copy of this Agreement, by subpoena or otherwise, counsel for the party or parties receiving the request or demand shall immediately notify the undersigned counsel.

6. Agreement to Remain Operative. This Agreement will remain operative and in effect with respect to all Privileged Materials furnished pursuant to this Agreement, even if, as a consequence of adversity, adverse interests subsequently arising between one or more of the Joint Agreement Participants, or for any other reason the joint defense or common interest privilege becomes inoperative by virtue of such adversity from that point forward.

7. Withdrawal From Agreement. Any Joint Agreement Participant may withdraw from this Agreement upon written notice to the other parties. Any such withdrawal will be prospective and not retroactive in effect, and any Privileged Materials

exchanged prior to such withdrawal shall continue to be governed by the terms of this Agreement. The withdrawal from this Agreement by one or more Tribes shall not effect the Agreement with respect to the Tribes that do not withdraw.

8. Amendments. The provisions of this Agreement may be amended or modified only by written agreement of the undersigned parties.

9. Survival of Obligations. The obligations set forth in this Agreement shall survive the termination of this Agreement.

10. Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one document.

[INSERT TRIBE'S NAME]

[INSERT LAW FIRM'S NAME]

By: _____
Title: _____

By: _____
[Insert Attorney's Name]
Attorney for **[Insert Tribe's Name]**

[INSERT TRIBE'S NAME]

[INSERT LAW FIRM'S NAME]

By: _____
Title: _____

By: _____
[Insert Attorney's Name]
Attorney for **[Insert Tribe's Name]**