



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Approving Renewal of Attorney Agreement between the White Mountain Apache Tribe and Amy T Mignella for Legal Representation in Energy and Other Related Matters)

WHEREAS, the Attorney General has this day presented an Attorney Agreement between the White Mountain Apache Tribe and Amy T. Mignella, as attached and incorporated by this reference; and

WHEREAS, the previous Attorney Agreement with Amy T. Mignella expired on April 24, 2015; and

WHEREAS, Ms. Mignella's fees have previously been paid out of the Colorado River Storage Project arrangement (the Ak-Chin Energy Benefit Account), according to the annual schedule which details the funds received by the Tribe as a result of Ms. Mignella's services, and pursuant to Resolution Nos. 04-2005-83 and 04-2013-94; and

WHEREAS, the Attorney General recommends that the Tribe continue to retain Ms. Mignella to represent the Tribe in energy and other related matters through November 30, 2017, and that her fees and expenses continue to be paid out of the Energy Benefit Account; and

WHEREAS, upon review and after consideration of the terms and conditions expressed in the proposed Agreement, the Tribal Council finds that the Agreement is in the best interests of the Tribe.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Attorney Agreement between the Tribe and Amy T. Mignella, as attached and incorporated by this reference, is hereby approved through November 30, 2017.

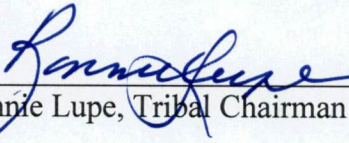
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

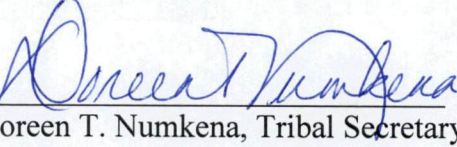
Resolution No. 11-2015-231

The foregoing resolution was on **NOVEMBER 12, 2015** duly adopted by a vote of **SIX** for, **ZERO** against, and **ZERO** abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).



Ronnie Lupe, Tribal Chairman

11/12/15
Date



Doreen T. Numkena, Tribal Secretary

12/11/2015
Date

SPECIAL COUNSEL CONTRACT

THIS SPECIAL COUNSEL CONTRACT, made and entered into as of the ____ of November, 2015 at Whiteriver, Arizona, by and between the White Mountain Apache Tribe ("TRIBE") of the Fort Apache Indian Reservation, Whiteriver, Arizona and Amy T. Mignella ("SPECIAL COUNSEL") of P. O. Box 44985, Phoenix, Arizona 85064.

WITNESSETH:

WHEREAS, the White Mountain Apache Tribe, under the authority vested therein and acting through its Tribal Council, adopted Resolution No. 11-2015-231 on the 12th day of November, 2015, which Resolution is attached hereto and made a part hereof, thereby authorizing the TRIBE to contract with AMY T. MIGNELLA as SPECIAL COUNSEL; and

WHEREAS, Amy T. Mignella wishes to serve as SPECIAL COUNSEL for the TRIBE.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. **Scope of Work.** It shall be the duty of SPECIAL COUNSEL to act and serve as the attorney for and on behalf of the TRIBE to represent the Tribe's interests on energy, utility and other matters as directed and agreed before any courts or tribunals, and national, state or local officials, departments, agencies, committees and legislative bodies. SPECIAL COUNSEL shall regularly consult with and advise the Attorney General or his designee concerning the interests of the TRIBE in this respect.
2. **Compensation.** For and in consideration of all services rendered under this Agreement, TRIBE shall compensate SPECIAL COUNSEL as follows:
 - a. **Fees.** In consideration of the services to be rendered, SPECIAL COUNSEL shall receive as compensation fees in the amount of One Hundred Seventy-Five Dollars (\$175.00) per hour for work performed including associated travel time. No other payment of compensation or fees shall be made by the TRIBE to SPECIAL COUNSEL under this Agreement for legal services performed on behalf of the TRIBE except as may be expressly authorized by the Tribal Council.

- b. **Retainer.** Upon execution of this contract, TRIBE shall provide SPECIAL COUNSEL with a retainer in the amount of Ten Thousand Dollars (\$10,000.00) to be held in a trust account pursuant to this Agreement. SPECIAL COUNSEL shall be authorized to draw from said retainer as needed to cover charges incurred for work performed as herein agreed after providing an itemized statement of said charges to TRIBE. Upon exhaustion of said retainer, additional charges shall be promptly paid as noted below.
 - c. **Expenses.** TRIBE shall reimburse SPECIAL COUNSEL for all reasonable and necessary expenses that she incurs in carrying out her duties under this Agreement, including but not limited to travel costs, long distance telephone charges, event registration fees and the like, provided that SPECIAL COUNSEL presents to TRIBE an itemized account of such expenses in such form as the TRIBE may require. Further, retention of SPECIAL COUNSEL under this Agreement shall entitle her to reimbursement of actual mileage expenses at the then current rate set by the Internal Revenue Service, including mileage for transit between Phoenix and Whiteriver or any other such office or location as the TRIBE may so direct.
 - d. Tribe shall promptly pay all invoices submitted by SPECIAL COUNSEL. Any invoice unpaid after ten (10) calendar days from its electronic issuance by SPECIAL COUNSEL shall be subject to an additional charge of Two Hundred Fifty Dollars (\$250.00) at SPECIAL COUNSEL's discretion. Said penalty shall continue to be additionally applied and payable to SPECIAL COUNSEL at her discretion for each further delay of ten (10) calendar days or any portion thereof until the original invoice amount and all penalties applied are paid in full.
 - e. **Independent Contractor.** SPECIAL COUNSEL shall at all times during the term of this Agreement be an independent contractor and accordingly not eligible for employment benefits, including but not limited to accrued leave, medical and pension benefits.
3. **Assignment.** No assignment of the obligation of this Agreement, in whole or in part, shall be made without the prior written approval of the Tribal Council by and through the Tribal Chairman nor shall any assignment or encumbrance of any

interest in the compensation to be paid under this Agreement be made, without such consent; provided that if such assignment or encumbrance of any interest in the compensation to be paid is made in violation of the provisions of this paragraph, the Agreement may be terminated at the option of the TRIBE, and no attorney having any interest in the Agreement or other fee provide herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent to the date of such termination.

4. **Contract Duration and Termination.**

- a. This Agreement shall be in effect for a period of two (2) years commencing November 12, 2015 and shall continue until November 30, 2017, and may be renewed by the parties for an additional period as mutually agreed in writing.
- b. Either party may terminate SPECIAL COUNSEL's retention under this Agreement for any or no reason on the submission of fifteen (15) days advance written notice to the other party.
- c. SPECIAL COUNSEL shall receive payment of any unpaid fees and unreimbursed expenses accrued to and including the date of termination.

5. **Dispute Resolution.** The parties agree to submit all disputes, claims, or controversies that exist or that may arise between them in relation to this Agreement, and including without limitation all claims that the TRIBE or any of its agents engaged in conduct prohibited on any basis under any federal state, or local statute, ordinance, regulation, rule of decision, or principle of common law, to arbitration by a single arbitrator in the City of Phoenix, Arizona, through the American Arbitration Association procedures in effect at the time any party demands arbitration, or such other procedures as the parties may agree on. Judgment on the arbitration award will be final, binding, and conclusive on the parties and may be entered in any court having jurisdiction. By this Agreement, the parties do not intend to waive any of the substantive remedies to which they may be entitled under applicable law, but only to specify certain procedures for the prompt resolution of all disputes, claims, or controversies.

6. **Entire Agreement.** This Agreement contains all of the terms between the parties relating to the matters set forth. The parties have no other agreements relating to those matters, written or oral.

7. **No Rule of Strict Construction.** The language of this Agreement has been approved by both parties, and no rule of strict construction will be applied against either party.

DATED THIS _____ day of November, 2015.

SPECIAL COUNSEL

By: _____
Amy T. Mignella

WHITE MOUNTAIN APACHE TRIBE

By: _____
Ronnie Lupe, Chairman

Attest: _____
Doreen T. Numkena
Tribal Counsel Secretary