

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

WHEREAS, the General Counsel contract between the White Mountain Apache Tribe and Tribal Attorney Robert C. Brauchli provides that, as General Counsel, he may associate counsel in litigation and other matters as the need arises with the approval of the Tribal Council and Bureau of Indian Affairs; and

WHEREAS, the Tribal Attorney requests authorization from the Tribal Council for renewal of a Special Counsel Contract with attorney Jay Natoli to serve as Special Counsel for the Tribe in negligence and tort defense matters and in such related matters as the Tribal Attorney deems appropriate under the circumstances; and

WHEREAS, the Tribal Attorney advises the Tribal Council that monies are available for special counsel under the Tribe's Self-Insured Reserve Account under the Tribe's Self-Insured Program; and

WHEREAS, the Tribal Attorney advises the Tribal Council that in the past three years that Mr. Natoli has been Special Counsel that he has been successful in having claims in excess of one million dollars dismissed and overall has saved the tribe \$6,516,000 in claims; and

WHEREAS, Mr. Natoli is presently representing the Tribe in regards to thirteen (13) claims totaling over \$12,965,000 and it is in the best interest of the Tribe to continue to renew Mr. Natoli's Special Counsel Contract; and

WHEREAS, the payment terms of the attached contract are the same as the initial contract approved by the Tribal Council in July, 1994; and

WHEREAS, the Tribal Attorney recommends that authorization be granted to execute the Special Counsel Contract in the form and content attached hereto; and

WHEREAS, the Tribal council concurs with the recommendation of the Tribal Attorney.

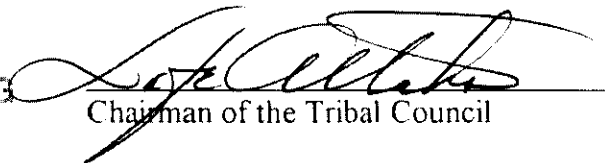
BE IT RESOLVED by the Tribal council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman and Tribal Attorney to execute the attached Special Counsel Contract with Jay Natoli to serve as Special Counsel for the Tribe in the area of negligence and tort defense upon the request of the Tribal Attorney Robert C. Brauchli.

Resolution No. 07-97-197

BE IT FURTHER RESOLVED by the Tribal Council that it hereby authorizes Tribal Chairman Ronnie Lupe and in his absence, Vice-Chairman Lafe Altaha, and any other required Tribal Official to execute any and all documents necessary to implement this Resolution.

The foregoing resolution was on July 10, 1997 duly adopted by a vote of seven for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (d), (i), (s), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe 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).

ACTING


Chairman of the Tribal Council


Secretary of the Tribal Council

SPECIAL COUNSEL CONTRACT

Symbol No. _____

Contract No. _____

THIS AGREEMENT is made and entered into as of this 14th day of July, 1997, at Whiteriver, Arizona, by and between the **WHITE MOUNTAIN APACHE TRIBE**, P.O. Box 700, Whiteriver, Arizona 85941, by and through its Tribal Chairman Ronnie [redacted] ("**TRIBE**") and **JAY NATOLI** of the Law Firm **HAMMOND, NATOLI & TELLIER, ("SPECIAL COUNSEL")** 3101 North Central Avenue, Suite 600, Phoenix, Arizona 85012.

WITNESSETH:

WHEREAS, the **WHITE MOUNTAIN APACHE TRIBE**, hereinafter referred to as the **TRIBE**, acting through its tribal governing body, pursuant to authority vested therein, adopted Resolution No. _____ on the 10th day of July, 1997, which Resolution is attached hereto and made a part hereof, thereby authorizing the **TRIBE** to employ **JAY NATOLI** as attorney in the matters herein described; and

WHEREAS, **JAY NATOLI** wishes to serve as Special Counsel for the **TRIBE** in negligence and tort defense upon request of General Counsel Robert C. Brauchli in the preparation, litigation and appeal, if necessary, of such matters and cases as the need arises; and

WHEREAS, the Attorney Contract between Robert C. Brauchli, as General Legal Counsel for the **TRIBE**, and the **WHITE MOUNTAIN APACHE TRIBE** provides that General Counsel may retain or employ attorneys to assist the Tribal Attorney in litigation and other matters subject to the approval of the **TRIBE**; and

WHEREAS, said approval is set forth in the Resolution hereto attached and incorporated by reference.

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

1. It shall be the duty of **JAY NATOLI**, hereinafter referred to as **SPECIAL COUNSEL**, to act as Special Counsel for the **TRIBE** in negligence and tort defense upon the request of General

Counsel for the TRIBE ROBERT C. BRAUCHLI.

2. The term of the association of SPECIAL COUNSEL shall commence forthwith, upon the execution of this Agreement, and shall continue during the duration of the preparation, litigation and appeal of any case or matter involving negligence and tort defense for a period of three (3) years unless terminated earlier as provided herein.

3. The TRIBE shall pay SPECIAL COUNSEL from the Tribe's Self-Insured Reserve Account under the Tribe's Self-Insured Program, the sum of One Hundred Ten Dollars (\$110.00) per hour as and for time expended by SPECIAL COUNSEL for litigation, prelitigation, and nonlitigation research, evidence preparation, preparation of briefs and memoranda, as well as appellate research and preparation, court appearances and discovery appearances and adversarial negotiation time expended for negligence and tort defense. Provided, that SPECIAL COUNSEL shall provide his own secretarial services and incidental office supplies and materials. It is further provided, that the TRIBE will reimburse the SPECIAL COUNSEL for such major out-of-pocket expenses as duplication cost and transportation in connection with the above defense representation, upon presentation of verification of said expenses to General Counsel for the TRIBE. Payment of the compensation and reimbursement of expenses incurred pursuant to this contract shall be made only upon submission of proper vouchers to the TRIBE, provided that necessary and reasonable filing fees, bonds, or related costs payable to a court or other tribunal in advance of initiating or defending the position of the TRIBE before such entity, may be paid through ATTORNEY'S account, in trust, without such prior approval. All expense vouchers submitted hereunder shall be itemized and verified by SPECIAL COUNSEL and approved by the TRIBE.

4. The TRIBE agrees to reimburse SPECIAL COUNSEL travel time at Fifty Dollars (\$50.00) per hour and mileage incurred by SPECIAL COUNSEL in connection with representation at 25¢ per mile. SPECIAL COUNSEL agrees to waive any fees for travel time incurred outside the State of Arizona. If the TRIBE requires SPECIAL COUNSEL to travel out of state by airline, it shall reimburse or advance travel expenses including airfare, lodging, cab fare, and food.

5. The TRIBE further agrees to reimburse SPECIAL COUNSEL in full for all mailing expenses and long distance telephone calls made in connection with any matter for which SPECIAL COUNSEL is employed hereunder.

6. SPECIAL COUNSEL compensation for time expended in connection with litigation

regarding negligence and tort defense of the TRIBE, and for non litigation legal research, which from time to time he may be requested to perform by General Counsel for the TRIBE, shall not exceed in any fiscal year the sum of Fifty Thousand Dollars (\$50,000.00) unless first approved in writing by General Counsel.

7. The TRIBE may terminate this Contract at any time, without prior notice to the SPECIAL COUNSEL for neglect of duty, malfeasance, negligence, incompetence or inefficiency, for dishonesty, disobedience of the TRIBE's laws, failure to follow reasonable instructions or orders, for unfaithfulness to the TRIBE's interests, or a conflict of interest created by SPECIAL COUNSEL. SPECIAL COUNSEL may be required to surrender all property and funds of the TRIBE to an authorized representative of the TRIBE upon receipt of notice of termination.

8. Either party to this agreement may otherwise terminate this Contract for any reason other than that enumerated in the preceding paragraph with thirty (30) days written notice to the other party.

9. No assignment of the obligation of this Contract, in whole or in part, shall be made without the consent, previously obtained from the Tribal Council, nor shall any assignment or encumbrance be made of any interest of SPECIAL COUNSEL in the compensation to be paid under this Contract without such consent; provided, that if such assignment of the obligation of this Contract, or assignment or encumbrance of any interest in the compensation to be paid is made in violation of the provisions of this paragraph, the Contract may be terminated at the option of the TRIBE, and no attorney having any interest in the Contract or in the fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses incurred subsequent at the date of such termination.

10. It is mutually understood and agreed that payment of compensation and expenses under the terms of this Contract shall be contingent upon availability of funds in the Tribe's Self-Insured Reserve Account.

11. SPECIAL COUNSEL shall render to the TRIBE and the Secretary of the Interior or his authorized representative, a written report of the services rendered to the TRIBE not less frequently than annually and at such times as may be requested by the TRIBE or the Secretary of the Interior or his authorized representative.

12. SPECIAL COUNSEL stipulates that he is a fully licensed member in good standing

of the Bar of the State of Arizona, and to the best of his knowledge, no disciplinary proceedings have been instituted against him by any Bar Association or 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. It is agreed that the death of SPECIAL COUNSEL shall terminate this contract unless he leaves surviving associate counsel holding an interest in this contract under an assignment approved by the TRIBE and the Secretary of the Interior or his authorized representative, in which event such associate attorney or attorneys shall serve as the attorney or attorneys under this contract until it expires or is terminated in accordance with the terms hereof.

14. This Agreement contains the sole and entire agreement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements, verbal or otherwise, between the parties.

15. Subject to the approval by the Secretary of the Interior or his authorized representative, it is further agreed that this contract shall be effective for three (3) years, commencing July 15, 1997, and shall continue until July 15, 2000, except that with the consent of the TRIBE and SPECIAL COUNSEL, subject to the approval of the Secretary of the Interior or his authorized representative, the term of this contract may be extended for additional periods of three years each.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of July, 1997.

WHITE MOUNTAIN APACHE TRIBE

ACTING 
Ronnie Lupe, Chairman

ATTEST:


Virginia Dalton, Council Secretary

SPECIAL COUNSEL

Jay Natoli

ATTEST:

Robert C. Brauchli
Tribal Attorney/General Counsel

CERTIFICATION

SPECIAL COUNSEL undersigned stipulates that he is a fully licensed member in good standing of the Bar of the State of Arizona, 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.

Dated: _____

Jay Natoli

APPROVAL:

Area Director
Bureau of Indian Affairs