

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

**WHEREAS,** Amy Mignella began working for the White Mountain Apache Tribe as an attorney in 1998; and

**WHEREAS,** she has either been a Tribal employee or worked on a contract basis since that time; and

**WHEREAS,** Ms. Mignella is currently working under an ANA grant that funds the Tribe's efforts to arrange for delivery of its WAPA hydroelectric allocation; and

**WHEREAS,** as of December, 2003, the State Bar of Arizona began requiring that all attorneys practicing in Arizona maintain current fee agreements with each of their clients; and

**WHEREAS,** Ms. Mignella's last fee agreement with the Tribe expired in October, 2002; and

**WHEREAS,** Ms. Mignella and the Tribe have both honored the terms of the prior agreement since that time because of its attachment to the ANA grant proposal; and

**WHEREAS,** Ms. Mignella nevertheless needs a new fee agreement in order to comply with the State Bar requirement; and

**WHEREAS,** the Tribal Council has received and reviewed a copy of Amy Mignella's proposed Contract and Addendum thereto, in the same form as attached hereto, and that such Contract and Addendum has received approval through the Tribe's Legal Department.

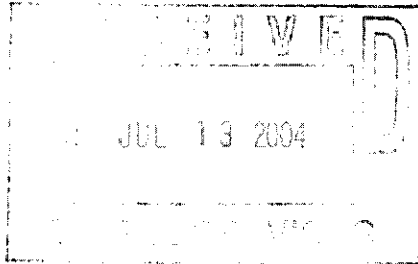
**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby approves Ms. Mignella's fee agreement through June 13, 2005.

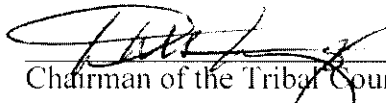
**BE IT FURTHER RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman, or in his absence, the Vice-Chairman, to execute the Special Counsel Contract and Addendum between the Tribe and Amy Mignella.

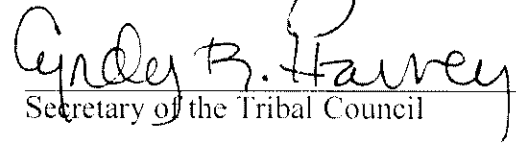
The foregoing resolution was on JUNE 30, 2004 duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (i), (s), (t), and (u) of the Constitution of the Tribe, ratified

Resolution No. 06-2004-128

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).




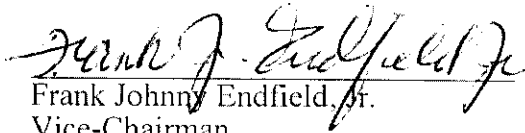
  
\_\_\_\_\_  
Chairman of the Tribal Council

  
\_\_\_\_\_  
Secretary of the Tribal Council

Resolution No. 06-2004-128

Signatures of the members of the Tribal Council represent their approval of Tribal Resolution No. 06-2004-128. Dated this 30TH day of June, 2004.

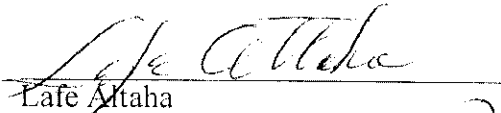
  
Dallas Massey, Sr.  
Tribal Chairman

  
Frank Johnny Endfield, Jr.  
Vice-Chairman


\_\_\_\_\_  
Jacob Henry  
District I Council Member

  
Ronnie Lupe  
District I Council Member

  
Phoebe L. Nez  
District II Council Member

  
Lefe Attaha  
District II Council Member

\_\_\_\_\_  
Alvin DeClay  
District III Council Member

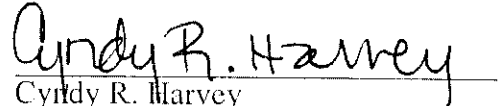
  
Margaret Baha-Walker  
District III Council Member

\_\_\_\_\_  
Mariddie J. Craig  
District IV Council Member

\_\_\_\_\_  
Reno Johnson, Jr.  
District IV Council member

\_\_\_\_\_  
Noland Clay  
District IV Council Member

ATTEST:

  
Cyndy R. Harvey  
Tribal Council Secretary

## SPECIAL COUNSEL CONTRACT

THIS SPECIAL COUNSEL CONTRACT, made and entered into as of this 28<sup>th</sup> day of June, 2004 in Whiteriver, Arizona, by and between the White Mountain Apache Tribe of the Fort Apache Indian Reservation, Whiteriver, Arizona and Amy T. Mignella, Esq., P.O. Box 64792, Tucson, Arizona, 85728.

### **WITNESSETH:**

WHEREAS, the WHITE MOUNTAIN APACHE TRIBE, hereinafter referred to as WMAT, under the authority vested therein, adopted Resolution No. 06-2004-128 on the 30<sup>th</sup> day of June, 2004 which Resolution is attached hereto and made a part hereof, thereby authorizing WMAT to contract with and employ Amy T. Mignella as Special Counsel, herein referred to as SPECIAL COUNSEL, in the matters hereinafter described; and

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

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

1. AMY T. MIGNELLA, hereinafter referred to as SPECIAL COUNSEL, hereby agrees, upon request and as directed by the WMAT Tribal Chairman, Tribal Council, Tribal Attorney and/or Tribal Engineer to act and serve as legal representative for and on behalf of the WMAT in legal matters before any courts or tribunals, national, state, or local departments, agencies, committees and legislative bodies, to represent the WMAT in issues which affect WMAT interests, and to advise the WMAT as needed or requested, in particular with respect to utility and natural resource issues, including but not limited to matters relating to the Western Area Power Administration, Navopache Electric Cooperative, power generation and energy utilization considerations, and air shed concerns.

2. In consideration of the services to be rendered, SPECIAL COUNSEL shall receive, as a retainer, the amount of \$2,000, payable at the execution of this Contract. It is understood that said retainer shall be nonrefundable unless SPECIAL COUNSEL shall cancel her representation of WMAT less than six (6) months into the Contract period; assuming no billing statements are outstanding, if SPECIAL COUNSEL so cancels within this period she shall issue WMAT a prorated refund of one-half of the total retainer (\$1,000), calculated based on the months remaining on the Contract. Any outstanding billed amounts will be deducted from this total before SPECIAL COUNSEL issues a refund.

3. In consideration of the services to be rendered, SPECIAL COUNSEL shall receive, as legal fees, compensation in the amount of \$100.00 per hour for time spent providing for legal research, factual investigations, negotiations, appearances before judicial or other tribunals, the WMAT or other tribal communities and commissions as necessary for the performance of SPECIAL COUNSEL's duties under this Contract.

4. SPECIAL COUNSEL shall receive, as additional fees, compensation for actual travel time required under this Contract in the amount of \$60.00 per hour.

5. SPECIAL COUNSEL shall also be reimbursed for all necessary and reasonable expenses, including travel expenses, postage, long distance telephone calls, telegrams, and facsimiles, and any reproduction, title searches and like expenses; but not including expenses such as rent, light, heat, or clerical services. It is mutually agreed that in the event that SPECIAL COUNSEL should use her private vehicle in the performance of her duties under this Contract, she shall be compensated for the use of said vehicle at the rate then allowed by the Internal Revenue

Service. Payment of compensation and reimbursement of expenses incurred pursuant to this Contract shall be made only upon submission of billing statements to the WMAT.

6. Payment in full to SPECIAL COUNSEL shall be made within thirty (30) days of receipt of billing statements by the WMAT. WMAT agrees that any sums billed by SPECIAL COUNSEL and not disputed in writing by WMAT that remain unpaid for thirty (30) days from date of receipt shall, at the discretion of SPECIAL COUNSEL, be subject to a late charge of one (1) percent per month or fraction thereof past due. Such charges, if imposed, will be reflected on the first billing statement provided subsequent to when they are incurred.

7. SPECIAL COUNSEL shall provide to WMAT a written summary of the services rendered with each billing statement and at such other times as they request.

8. Pursuant to their attorney/client relationship, SPECIAL COUNSEL is hereby obligated to hold all communications with the WMAT and any associated records, data, or copies thereof that are not part of the public domain as confidential, unless otherwise authorized by the WMAT or required by law.

9. All documents, data and other reports resulting from SPECIAL COUNSEL's representation of the WMAT through this Contract shall remain the property of the WMAT and shall be provided to them upon request.

10. SPECIAL COUNSEL stipulates that she is a fully licensed member in good standing of the Arizona State Bar Association and, to the best of SPECIAL COUNSEL's knowledge, no disciplinary proceedings are pending or unresolved against her in any state or jurisdiction of the United States or its territories. SPECIAL COUNSEL further stipulates that she has not been

disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

11. No assignment of the obligation of the Contract, in whole or part, shall be made without the prior written approval of the WMAT nor shall any assignment or encumbrance of any interest in the compensation to be paid under this Contract 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 Contract may be terminated at the option of the WMAT, and no attorney having any interest in the Contract or other fee provided herein shall be entitled to any compensation whatsoever for any services rendered or any expenses incurred subsequent to the date of such termination.

12. This Contract may be terminated by SPECIAL COUNSEL by giving fourteen (14) days written notice to WMAT. WMAT reserves the right to terminate their representation by SPECIAL COUNSEL, thereby terminating this Contract, at any time upon providing written notice to SPECIAL COUNSEL at her current business address. Notice of termination is deemed delivered if sent by US Mail or facsimile. If the Contract shall be so terminated, SPECIAL COUNSEL shall receive such compensation as due up to and including the date of termination.

13. Both parties agree to attempt to resolve all disputes relating to this Contract through direct communication. However, should the parties be unable to resolve a dispute, it is hereby agreed that said dispute shall be resolved using mediation, at the request of either party, with the costs for the mediator shared equally by the parties.

14. This Contract shall be in effect for a period of twelve (12) months commencing June 28, 2004 and terminating June 27, 2005 and may be renewed for an additional one year term

upon approval of both parties. Such action shall be executed by the Tribal Council or Tribal Attorney, with approval from the Tribal Council, and shall be completed prior to the twelfth (12<sup>th</sup>) month of the then current Contract year.

DATED THIS 28<sup>th</sup> day of June, 2004.

**WHITE MOUNTAIN APACHE TRIBE**  
Whiteriver, Arizona

By: Frank J. Turfield Jr. **ACTING** for  
Dallas Massey, Sr., Chairman of the Tribal Council  
P.O. Box 1150  
Whiteriver, AZ 85941

Attest: Cindy R. Harvey  
Cindy Harvey,  
Secretary of the Tribal Council

**SPECIAL COUNSEL**

By: Amy T. Mignella  
Amy T. Mignella, Esq.  
P.O. Box 64792  
Tucson, AZ 85728-4792  
(520)749-1978/(520)749-0317 fax



**ADDENDUM**

**To the SPECIAL COUNSEL Contract entered into on June 28 , 2004  
by and between Amy T. Mignella and the White Mountain Apache Tribe**

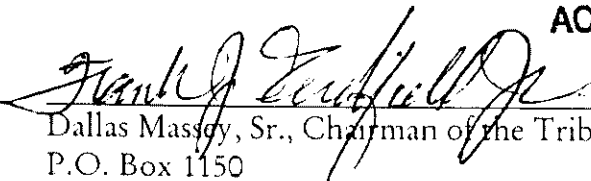
This Addendum hereby supplements the SPECIAL COUNSEL Contract between Amy T. Mignella and the White Mountain Apache Tribe (WMAT), as executed on June 28, 2004.

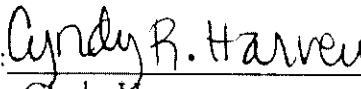
The Parties to that Contract hereby agree that, in her work as SPECIAL COUNSEL for the WMAT pursuant to said Contract, the WMAT shall afford Amy Mignella the same liability protections, including professional liability coverage, as extended to Legal Department personnel and it is hereby understood that she shall therefore not acquire her own separate liability coverage for this purpose.

Said coverage shall extend throughout the period in which the Contract remains in effect.

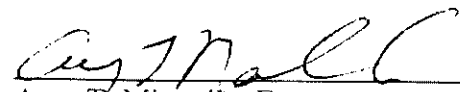
DATED this 28<sup>th</sup> day of June, 2004.

**WHITE MOUNTAIN APACHE TRIBE**  
Whiteriver, Arizona

By:  **ACTING**  
Dallas Masscy, Sr., Chairman of the Tribal Council  
P.O. Box 1150  
Whiteriver, AZ 85941

Attest:   
Cindy Harvey,  
Secretary of the Tribal Council

**SPECIAL COUNSEL**

By:   
Amy T. Mignella, Esq.  
P.O. Box 64792  
Tucson, AZ 85728-4792  
(520)749-1978/(520)749-0317 fax