

SCOPE OF REPRESENTATION

We are pleased you have decided to retain Rose Law Group pc (the "Firm") to assist you with issues relating to Tohono O'Odaham Indian Community plans to take land into reservation in or near Glendale Arizona. We apologize for the formal tone of this letter; however, we have found that our clients appreciate having their rights and responsibilities set forth at the onset of our representation. This letter is a legal services and fee agreement between the Firm and you. Please read this letter carefully before signing, and feel free to ask me any questions about it.

All of the attorneys in our Firm are well versed in the law, although some attorneys have greater experience in particular areas. As appropriate, various attorneys within the Firm may participate in representing your interests. In addition, the Firm may utilize the services provided by our project manager/planner and other staff. The scope of our representation may expand from the work described above: (a) as specifically agreed in writing; or (b) to the extent of work actually rendered and billed.

OUR FEES AND BILLING POLICY

Our legal fees are based on how much time is spent on your matter and by whom it is spent. Our fee is charged in increments of 1/10 hour, with any portion of 1/10 hour counting as 1/10 hour. Under the Firm's fee structure, the hourly fees for attorney time, project manager time, and legal research assistance vary by individual. Attached are the hourly rates of the individuals we believe will be assisting you in this matter, although others may be involved as needed. From time to time the Firm reviews, and may increase, hourly rates. If the hourly rate of any individual is increased, the new rate will be indicated on your next bill.

It is common practice for us to require a deposit before beginning work for a client (the "Initial Deposit"). In this case we will waive the Initial Deposit.

We will bill you for reasonable and necessary individual expenses of less than \$500.00 that we incur in connection with your representation. We will provide you with additional details on these and any other expenses upon request. Invoices for out-of-pocket expenses, such as long-distance telephone charges, deposition transcripts, expert witness fees, courier and messenger services, postage, purchased copies, car rental, mileage, land maps, and travel expenses will be billed at the actual cost incurred by us.

As received and outside the monthly billing process, we will forward to you invoices from vendors in amounts in excess of \$500.00 and will expect that you will promptly pay the vendors. Failure to make prompt payments could adversely affect our relationships with the vendors and hinder our ability to successfully represent you. If you do not pay the vendor promptly the Firm may pay the bill on your behalf, the amount paid automatically, and without any other action, becomes fees subject to the provisions of this agreement.

We will bill you for our services and expenses monthly, and you agree to pay our statements upon presentation. We believe that our billing procedures are simple and clear. We seek to inform you

of the work being performed on your behalf before you receive your bill through telephone conversations, meetings, letters, facsimiles, emails and copies of significant documents. However, any portion of a bill, including charges for costs advanced by the Firm, not paid within thirty (30) days will bear interest at the rate of 12% per annum from the date of the bill until paid. Should you have any questions or comments about hourly rates, hours charged, billing practices, or expenses, we strongly encourage you to contact us promptly.

If you request or require any changes to the format of our billings, including the amount of detail or itemization of our work, or if you have concerns with the accuracy or amount of any billing to you, you agree to notify us in writing within 60 days of receipt of the billing of any such concern, request, requirement or objection. Upon the expiration of the 60-day period, all billings not previously objected to in writing shall be deemed accepted and you thereby agree to waive your right to object to any such charges after this time.

In certain circumstances in litigation matters, a court, arbitrator, or settlement agreement might order payment of costs or attorney fees by one party to you. In such an event, you are agreeing, by virtue of this agreement, that the other party shall pay such costs or attorney fees to the Firm for crediting against the amount you still owe the Firm with any balance transmitted to you. If any such fees or costs are paid to us, they will be credited against the amount you owe us, but if the amount received does not cover the amount owed to the Firm, you will remain liable for any unpaid portion of our bills. If a court awards fees or costs against you, in favor of the opposing party, you will be responsible for payment of that amount separately from, and in addition to, any amounts due us. In the event a recovery for you is obtained, this agreement creates a lien in favor of the Firm for all unpaid attorney fees and costs advanced on all claims and causes of action that are the subject of the representation under this agreement and on all proceeds of any recovery obtained whether by settlement, arbitration award, or court judgment.

ADDITIONAL PROFESSIONAL SERVICES AVAILABLE

In addition to the legal services provided to you by the lawyers in this firm, we also offer other related professional services, including for example, property or construction site management, site design, landscape design, master planning, and other services that would complement your legal services in zoning and real estate law. You will be billed the hourly rate for the professionals who provide those services as employees of Rose Law Group in accordance with the schedule of hourly and/or flat fees set forth in the attached Schedule of Ancillary Services.

You understand that these other professionals, as employees of the Firm, are required to comply with our ethical obligations as lawyers, including maintaining the confidentiality of information about your matter and avoiding conflicts of interest. Nevertheless, you understand and give your informed consent that in providing ancillary services to you, separate from the legal services our lawyers provide, these professionals may be required to disclose information in order to perform their obligations and the conversations that you have with them may not be protected by the attorney/client privilege as would a conversation with any of our lawyers.

We offer these ancillary services to our clients for convenience and to assure the highest quality professional options. You understand that our Firm does derive a profit from these services, which we believe are competitively priced. We encourage you to compare similar services provided by other

companies; you are under no obligation to engage the ancillary professional services offered through our Firm.

YOUR DUTY TO PROVIDE INFORMATION AND COOPERATE WITH US

We, as your attorneys, strive to provide the highest quality of services, and we expect from our clients the highest degree of cooperation and assistance. You agree to fully respond to any inquiries we make, provide written materials or documents in a timely manner, and otherwise provide us with any and all information necessary to facilitate our representation. Failure to provide such information could prejudice your case and ultimately reduce the effectiveness of our representation and may be cause for withdrawal by the Firm from your representation.

CONFLICTS

The firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests, including in litigation. We agree, however, that the above consent shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

In addition, you agree that we may disclose the fact of our representation of you, without disclosing the nature of such representation, to other current or future clients that may be adverse to you for the purpose of obtaining such other clients' consent to any conflict of interest that may be presented by our representation of you and such other client. We will not disclose to the other client any confidential information pertaining to our representation of you.

REPRESENTATION OF LAWYERS

We sometimes represent lawyers and law firms, and we are sometimes represented by other lawyers and law firms in matters unrelated to our representation of you. Because we do not believe these representations will materially limit our responsibilities to you or will otherwise adversely affect our representation of you, we do not believe these representations present conflicts of interest, including where any such firm also represents a client whose interests are opposed to yours in either a litigation or transactional setting. If, however, you have any concerns about whether such a relationship exists between this firm and the law firm that represents a client whose interests are adverse to yours in connection with this representation, please ask us whether there is any such relationship and we will attempt to address your concerns. Otherwise, you agree that we may represent or be represented by lawyers or law firms that also represent clients whose interests are adverse to yours.

MULTI -PARTY REPRESENTATION

(a) Under the Rules of Professional Conduct, we are permitted to represent multiple clients in a matter as long as we can adequately represent the interests of each client and each client knowingly

consents to the joint representation. If this matter involves our representation of multiple clients, either at the commencement or during the course of the representation, we believe, based on the information available to us at the time of undertaking the joint representation, that there are no conflicts of interest among the clients that would prevent us from undertaking their joint representation. Accordingly, we will share all material information relating to the representation with all clients; although our communications with one or more of you are protected by the client-attorney privilege vis-à-vis all third parties, information any one of you shares with us is not protected by the privilege among yourselves. While the interests of the multiple clients may be similar in many respects, they may not be identical and a conflict may develop at some later date. If at any time you become aware of any conflict or potential conflict between your interests and those of another client, you agree to communicate with us immediately so that we can determine whether we can continue to represent any of the clients. If the parties disagree on any issue, we will ask you to resolve your differences among yourselves, without our assistance. If you cannot resolve your differences, we will not be able to represent any one of you as to that issue. If the differences are serious enough, we may be required by applicable ethics rules to withdraw from the matter completely.

(b) While our bills may only be sent to one party of the multi-party representation, all parties to the representation are jointly and severally responsible for payment of our Fees and costs, unless otherwise agreed to in writing.

(c) If fewer than all parties have agreed to pay our fees and costs for the benefit of all, those clients who will not be responsible for payment of our fees and costs have consented to our joint representation of all clients notwithstanding that our fees and costs will be paid by one or more of the other clients.

NO GUARANTY

No law firm or attorneys, including our Firm and our attorneys, can guarantee the outcome of any legal dispute or matter. Thus, although an attorney or attorneys of our Firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and cannot guarantee any particular result. Although we may estimate a budget or cost of services in advance, we do not guarantee the total amount of fees for our services will fall within the budget. By your signature below, you acknowledge that the Firm has made no promises about the outcome, costs, or expenses of litigation.

POST-ENGAGEMENT MATTERS

Unless our engagement is by its nature a continuing one (as when we are initially engaged to handle one of a series of separate matters that will be referred to us in connection with an ongoing project) or unless the engagement letter specifically reflects that our engagement is intended to continue beyond the current matter, our engagement will cease upon completion of the matter for which you have engaged us. Upon conclusion of the tasks we have been asked to perform in connection with this engagement, we will have no duty to inform you of future developments or changes in the law affecting any of your interests including your interests in the matter subject to this engagement. To the extent that we voluntarily provide you with newsletters, documents or information concerning such matters following the conclusion of this engagement, such provision shall be considered a matter of courtesy only and shall not be considered the fulfillment or basis of any duty or the re-establishment of any attorney-client relationship.

TERMINATION OF REPRESENTATION

Other than completion of all anticipated tasks on your behalf, we do not foresee any circumstance that would lead to termination of our attorney-client relationship. The law, however, allows a client the right to terminate the representation of an attorney or law firm at any time. Subject to our giving you reasonable notice for you to arrange alternative counsel, our Firm reserves the right to discontinue work on pending matters or terminate our attorney-client relationship at any time that a statement remains due and unpaid 60 days after it has been sent, at any time when we feel our relationship with you puts us in violation of the ethical principles and standards, or at any time termination of the relationship is required or permitted by law.

All files and/or documents retained at the Firm relating to your representation are and remain your property, as the client, except for the Firm's internal and/or administrative documents, such as attorney time sheets and attorney work-product. You may have access to your materials at any time, and upon termination of our representation, you may withdraw these materials with prior written notice. We reserve the right to retain photocopies of any of these documents.

In the event you choose to change representation to any attorney outside this Firm, a written notice authorizing the transfer of your files must be submitted. We reserve the right to retain photocopies of any of these documents.

IF A DISPUTE ARISES BETWEEN US

We appreciate the opportunity to serve as your attorneys and look forward to a professional and mutually beneficial relationship. However, in the event you become dissatisfied with any aspect of our relationship including, for example, the quality or adequacy of our representation or the fees charged, we encourage you to bring such concerns to our attention immediately. We can resolve any dispute by a good-faith discussion between us. Nevertheless, it is always possible that a dispute may arise which cannot be resolved by discussion between us.

If any dispute arises between us, including, but not limited to, a claim that any legal services rendered by an attorney, under this agreement or otherwise, were improperly, negligently, or incompletely rendered, or otherwise rendered in breach of a contractual, legal, or ethical duty, or whether the fees and costs charged by the Firm were reasonable for the work that was performed, you and the Firm agree that the dispute will be submitted exclusively to final and binding arbitration conducted in accordance with the rules of the American Arbitration Association.

In arbitration, there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

It is further agreed and understood that initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. In cases in which the amount in controversy is \$100,000.00 or greater, each party shall select a party arbitrator. These party arbitrators shall then select a retired judge or justice as a neutral arbitrator. The three arbitrators shall decide all disputed matters and render an award. If the amount in controversy is less than \$100,000.00, the matter shall be decided by a single neutral arbitrator who shall be a retired judge

or justice. Any legal or arbitral proceedings hereunder shall be conducted in Phoenix or Scottsdale, Arizona.

You are free to discuss the advisability of arbitration with us or your independent counsel or any of your other advisors and to ask any questions which you may have prior to signing this agreement.

ACKNOWLEDGMENT OF THIS AGREEMENT

Please accept this agreement by signing and returning it to us, keeping a signed copy for your records. We appreciate your confidence in the Rose Law Group and we look forward to serving you.

Very truly yours,

ROSE LAW GROUP

Jordan R. Rose

APPROVED, ACCEPTED AND AGREED to this 26th day of August, 2010.

CLIENT: CITY OF GLENDALE

[Signature]

By

C. D. TINDALL, CITY ATTORNEY

Print Name

ROSE | LAW GROUP
pc

FEE SCHEDULE

The following is a list of the individuals we believe will be assisting you in this matter:

<u>ATTORNEYS</u>	<u>HOURLY RATE</u>
Jordan Rose	\$445
Carolyn Oberholtzer	\$305
Michael Smalley	\$295
*licensed to practice law in Arizona and California	
Kelley Gorry	\$265
*licensed to practice law in Arizona, Ohio & Idaho	