



Resolution No. 08-2005-232

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

(Approving Expenditure Totaling \$25,000 for the White Mountain Apache Tribal Fair and Rodeo from Rodeo-Chediski Fire Complex Donation Fund)

WHEREAS, the Tribal Council of the White Mountain Apache Tribe recognizes that each year it celebrates the White Mountain Apache Tribal Fair & Rodeo through various events; and

WHEREAS, the Tribal Council wishes to continue this tradition and wants to assist the 80th Annual Fair & Rodeo; and

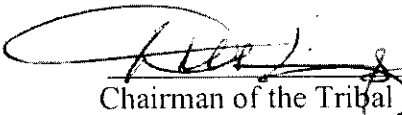
WHEREAS, the Tribal Council is aware that plans are underway for the 6th Annual Thunder on the Mountain Bull Riding; and

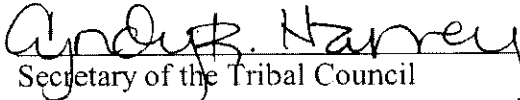
WHEREAS, a request was made by Council Member Alvin DeClay, Sr. to expend a total of \$25,000.00 for expenses related to this event to produce a "Live" event video on the big screen from SolidLine Media according to the tenure and conditions of the agreement attached and incorporated by this reference; and

WHEREAS, costs incurred will be reimbursed by various pledged sponsorships.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Treasurer to disburse a total of \$25,000.00 from the Rodeo-Chediski Fire Complex Donation Fund for payment to SolidLine Media.

The foregoing resolution was on August 22, 2005, duly adopted by a vote of SEVEN for and ZERO against by the council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (h), (i), (j), (k), (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).

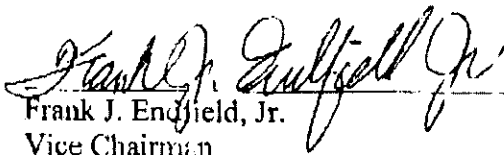

Chairman of the Tribal Council


Secretary of the Tribal Council

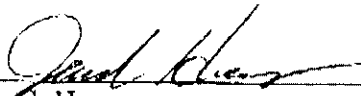
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Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No. 08-2005-232 dated the 22nd day of August 2005.

Dallas Massey, Sr.,
Tribal Chairman
WHITE MOUNTAIN APACHE TRIBE

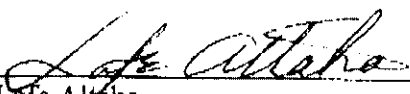


Frank J. Endfield, Jr.
Vice Chairman
WHITE MOUNTAIN APACHE TRIBE



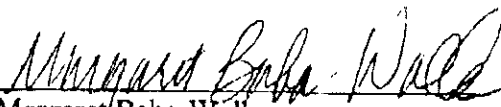
Jacobb Henry
District I Council Member
WHITE MOUNTAIN APACHE TRIBE

Ronnie Lupe
District I Council Member
WHITE MOUNTAIN APACHE TRIBE

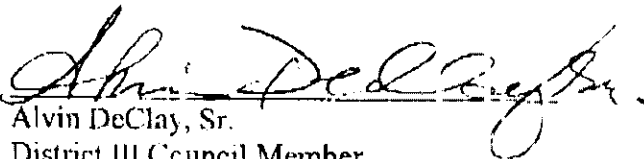


Lefe Attaha
District II Council Member
WHITE MOUNTAIN APACHE TRIBE

Phoche Nez
District II Council Member
WHITE MOUNTAIN APACHE TRIBE



Margaret Baha-Walker
District III Council Member
WHITE MOUNTAIN APACHE TRIBE

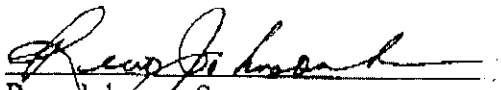


Alvin DeClay, Sr.
District III Council Member
WHITE MOUNTAIN APACHE TRIBE



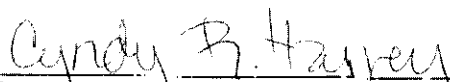
Noland Clay
District IV Council Member
WHITE MOUNTAIN APACHE TRIBE

Mariddie J. Craig
District IV Council Member
WHITE MOUNTAIN APACHE TRIBE



Reno Johnson, Sr.
District IV Council Member
WHITE MOUNTAIN APACHE TRIBE

ATTEST:



Cyndy R. Harvey, Tribal Council Secretary
WHITE MOUNTAIN APACHE TRIBE

SolidLine™

Media

120 South Riverside Plaza
Suite 454
Chicago, Illinois 60808
PH 312.382.8600
FX 312.873.3988
www.solidlinemedia.com

July 27, 2005

Alvin DeClay
White Mountain Apache Tribe
PO Box 689
Whiteriver, AZ 85941

Dear Alvin:

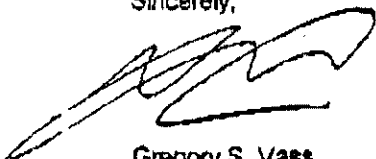
Thanks again for your interest in SolidLine Media. The upcoming bull riding show in August sounds very exciting – we would love an opportunity to put together a great production on the big screen for your guests.

Included with this fax is a quote for what we have discussed so far. I have worked on the numbers diligently to get them down for you to a comfortable price range. Basically, what we are presenting here is to produce a 4-camera show on a large LED screen, positioned next to the announcer's stand. The show will mix live on the screen between the 4 cameras, much like a sporting event on TV. We will also incorporate some subtle graphics throughout the production as well. One component that we had to cut out to get the costs down is the audio. This means that if you also want to record the show with audio we will have to add that cost back into the price - it is totally up to you.

As you can imagine, this type of production is quite large and takes a lot of equipment, expertise and crew to get it done right. But I am confident that you will be extremely pleased with the end result.

I will contact you soon to discuss this production, but if you have any questions in the meantime, please call me at my office, 312-382-8600. Thanks Alvin – I look forward to making this happen for you.

Sincerely,



Gregory S. Vass
Executive Producer

**WHITE MOUNTAIN APACHE TRIBE
BULL RIDING EVENT "LIVE" VIDEO**

**COSTS OF THE SOLUTIONS RECOMMENDED BY
SOLIDLINE MEDIA**

Project	Unit Price	Quantity	Price
Bull Riding "Live" Event Video August 31, 2005			
On-Location Production Truck -- 40-foot production truck with complete facilities and equipment for event	\$14,500.00	1	\$14,500.00
Production Crew Personnel Includes: -1 Director -1 Video Control -4 Camera Ops -1 EVS (Instant replay) -1 Inflight (graphics) -1 Engineer -3 Utility	\$8,500.00	1	\$8,500.00
LED Screen -- 10x13	\$4,500.00	1	\$4,500.00
Graphic Design -- Development and design of graphic sequences	\$35.00 / hour	8	\$630.00
Subtotal			\$28,180.00
Special Discount			(\$1,500.00)
TOTAL INVESTMENT FOR PRODUCTION			\$26,680.00

Cost includes all expenses relating to the video production.
Payments are due as stated: 50% upfront; 50% day of event.

Handwritten: \$30,000.00

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
WHITE MOUNTAIN APACHE TRIBE AND SOLIDLINE MEDIA**

This Agreement is made by and between the White Mountain Apache Tribe (the "Tribe") of the Fort Apache Indian Reservation, Post Office Box 517, Whiteriver, Arizona 85941, and SolidLine Media, a division of KV Media Group, an Illinois corporation, with an address at 120 South Riverside Plaza, Suite 454, Chicago, Illinois 60606 (the "Consultant"). The parties agree to the following:

1. **Scope of Work to Be Provided.** The Consultant agrees to provide complete on-location production facilities and crew (Director, Technical Director, Video Shader, 4 Camera Operators, EVS, Infiniti Operator, Engineer and 3 Utility) for the Tribe's Bull Riding Show on August 31, 2005 and the Consultant will produce and record a "live" show (to be made available to the Tribe on a videotape after the show) on an LED screen approximately 10 feet high and 13 feet wide, which will be positioned next to the arena and will show "live" coverage of the Bull Riding Show from approximately 6:00 PM to 10:00 PM (hereafter referred to as "Services").

The Consultant will visit the Tribe on August 19, 2005 to August 21, 2005 to review the area to be recorded in the production.

2. **Confidentiality and Ownership of Data.** Services performed by Consultant and any related findings or other information compiled in connection with this Agreement are confidential and shall not be disclosed by Consultant to anyone other than designated representatives of Consultant, without prior written authorization by Tribe. All recordings, photographs, data and reports generated by Consultant are the property of the Tribe regardless of custody or location, and shall be delivered to the Tribe's authorized representative upon completion of or cancellation of this Agreement.

3. **Fees.**

- 3.1 Subject to the appropriation and availability of funding, the Tribe agrees to pay Consultant a total amount not to exceed the sum of Thirty Thousand Dollars (\$30,000.00) for the Services. The Tribe shall provide hotel accommodations at Hondah Resort Casino for the Consultant's crew of thirteen people, for Tuesday, August 30, 2005 and Wednesday, August 31, 2005. This Agreement does not include any other charge for travel or costs and expenses.
- 3.2 Tribe shall pay Consultant \$15,000 by August 19, 2005 and the remaining \$15,000 on August 31, 2005, before Consultant records the Bull Riding Show.
- 3.3 Consultant agrees to exert diligent efforts to render the Services hereunder to the Tribe on a priority basis, time being of the essence.

4. **Standard of Professional Care.** Services performed by Consultant shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the United States.
5. **Relationship Between the Parties.** It is understood that the Consultant shall be an independent contractor, as distinguished from employees of the Tribe, and shall not be entitled to receive any benefit to which employees are entitled by virtue of their employment with the Tribe. Except as otherwise expressly provided herein, the Tribe shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by the Consultant in order to perform services under this Agreement.
6. **Assignment.** Consultant shall not assign its rights or duties under this Agreement without the express prior written consent of the Tribe.
7. **Indemnification.** Consultant shall indemnify and hold the Tribe harmless from any claims, demands, liabilities, actions, suits, or proceedings arising out of any negligence, omission, or breach of any condition, of this Agreement by Consultant or any of Consultant's employees, agents or representatives. Such indemnity shall include not only any ultimate judgment, but any and all expenses, including reasonable attorney's fees incurred by the indemnified party in conjunction with any threatened or actual proceeding or legal proceeding arising hereunder.
8. **Insurance.** Without limiting the indemnification provided by Consultant under this Agreement, Consultant, at its sole cost and expense, prior to taking any action in connection with this Agreement, shall procure and thereafter shall maintain in full force and effect, (1) workers' compensation insurance for all of its employees with statutory limits coverage, (2) automobile liability insurance for all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000, (3) commercial general liability insurance with limits of liability not less than \$1,000,000, and (4) excess liability in the amount of not less than \$1,000,000, all placed with insurance companies licensed to conduct business in the State of Arizona and in good standing with the Arizona Department of Insurance. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Tribe. The Tribe shall be added as an additional insured on said insurance policies. Certificates of insurance shall be filed with the Tribe prior to the commencement of this Agreement. Consultant shall purchase and maintain any additional insurance required to protect it from claims which may arise out of or result from the performance of the Services, whether the Services are performed by itself or by anyone directly or indirectly employed by Consultant. Consultant shall provide the Tribe with thirty (30) days written notice of any insurance cancellation, non-renewal, or any endorsements restricting or reducing insurance coverage.
9. **Drafting.** This Agreement has been arrived at by the mutual negotiations of the parties and no rule of law requiring the Agreement to be construed in favor of or against a party

because of drafting shall be applicable. The captions or headnotes in this Agreement are intended for convenience and reference only and in no way define, limit or describe the scope of intent thereof, or of this Agreement.

10. **Entire Agreement.** This Agreement, which includes any attachments, contains the entire agreement of the parties and cannot be changed except by writing signed by the parties.
11. **Severability.** If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, illegal, or inoperable, its invalidity shall not affect the validity and effect of the other provisions hereof.
12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
13. **Attorney's Fees.** In the event any claim is filed, the prevailing party shall be awarded reasonable attorney's fees, together with all costs of expert witnesses, costs of mediation and suit, costs of investigation and other related expenses incurred in connection with the proceedings.
14. **Effective Date.** This Agreement shall be effective as of the last date executed by the parties below.
15. **Applicable Law and Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the Tribe. Any dispute arising under this Agreement shall be resolved in the Courts of the Tribe; provided that nothing herein shall be interpreted as an express or implied waiver of the Tribe's immunity from suit.

IN WITNESS WHEREOF, this Agreement has been executed and approved by the parties and persons whose signatures appear below:

WHITE MOUNTAIN APACHE TRIBE

**SOLIDLINE MEDIA, a division of KV
MEDIA GROUP**

By: _____

By: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____