

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

(Approving Expenditure Totaling \$21,000 for the White Mountain Apache Tribal Fair and Thunder on the Mountain Bull Riding, from the Tribal Contribution Account)

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 81st Annual Fair and Rodeo; and

WHEREAS, the Tribal Council is aware that plans are underway for the 7th Annual Thunder on the Mountain Bull Riding on Wednesday August 30, 2006; and

WHEREAS, a request was made by Council Member Alvin DeClay, Sr. to expend a total of \$21,000.00 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 plus sales of DVD's which will be in our control.

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 \$21,000.00 from the Tribal Contribution account for payment to SolidLine Media, and further authorizes the Chairman or in his absence the Vice-Chairwoman, to execute the Agreement with SolidLine Media.

The foregoing resolution was on 8/9/06 duly adopted by a vote of 7 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (h), (l), (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

Signatures of the members of the Tribal Council represent their approval of Tribal Resolution No. 08-2006-267. Dated this 9th day of August, 2006.

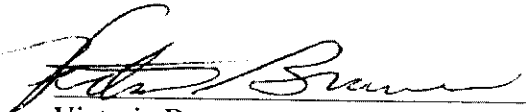
Ronnie Lupe
Tribal Chairman



Arnold Beach, Sr.
District I Council Member

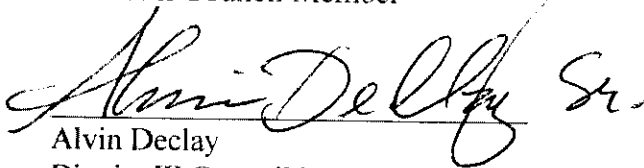
Margaret Baha-Walker
Margaret Baha-Walker
Vice-Chairwoman

Evangeline Gatewood
Evangeline Gatewood
District I Council Member



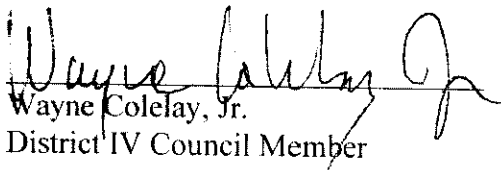
Victoria Brewer
District II Council Member

Lafe Altaha
District II Council Member



Alvin DeClay
District III Council Member

Kirk Massey Sr.
Kirk Massey, Sr.
District III Council Member



Wayne Colelay, Jr.
District IV Council Member

Reno Johnson, Sr.
District IV Council member

Noland Clay
District IV Council Member

ATTEST:

ACTING

Mitchell Antonio
Cyndy R. Harvey
Tribal Council Secretary

**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 209 West Jackson Blvd, Suite 804, 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, 4 Camera Operators, EVS, 2 Utility) for the Tribe's Bull Riding Show on August 30, 2006 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").
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 Twenty-One Thousand Dollars (\$21,000.00) for the Services. The Tribe shall provide hotel accommodations at Hondah Resort Casino for the Consultant's crew of 8 people, for Tuesday, August 29, 2006 and Wednesday, August 30, 2006. This Agreement does not include any other charge for travel or costs and expenses.
 - 3.2 Tribe shall pay Consultant \$16,000 by August 11, 2006 and the remaining \$5,000 and any mutually agreed upon additional expenses by August 30, 2006, 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: _____