



WHITE MOUNTAIN APACHE TRIBE

A Sovereign Tribal Nation

(Authorizing a Temporary Filming Permit for Johns Hopkins Center for American Indian Health to Film on the Fort Apache Indian Reservation)

- WHEREAS,** members of the Tribal Council of the White Mountain Apache Tribe are duly elected representatives of the people and their respective districts; and among their many concerns are the health and well-being of its Tribal Members; and,
- WHEREAS,** the Tribal Council supports carefully designed research and service projects to evaluate infectious disease and behavioral health problems which exist in the population and to develop appropriate interventions which seek to decrease or alleviate these problems; and
- WHEREAS,** Johns Hopkins, in partnership with the White Mountain Apache Tribe has agreed to assist in efforts to find ways to raise the self-sufficiency of Indian communities to the highest possible level and to promote and celebrate all that is healthy and positive in the lives of our Native people; and
- WHEREAS,** Johns Hopkins has included a media storytelling component in its current programs which will seek to promote the voices of White Mountain Apaches in digital formats to include film, videotape, photographs, brochures, radio public service announcements, newsletters, books and magazines; and
- WHEREAS,** Johns Hopkins is seeking approval for commercial film and photography of Johns Hopkins-related program activities for the purposes of highlighting efforts and successful achievements related to increased health outcomes in areas under the authority of the White Mountain Apache Tribe to begin September 1, 2015 through October 31, 2015. Film dates include the weeks of September 1 – 4, September 28 – October 2 and October 4 – 9; and
- WHEREAS,** given the urgency of the filming dates, the Tribal Council further finds that the temporary filming permit needs to be considered and made outside of its regularly scheduled meeting; and
- WHEREAS,** the Tribal Council further finds that: (1) this Resolution may be voted upon by signature of a member of the Tribal Council where a signature indicates a vote for this Resolution, (2) the Tribal Council Secretary should attempt to obtain signatures for members of the Tribal Council personally, (3) no signature would mean that the respective Tribal Council member is against this Resolution, (4) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

Resolution No. 08-2015-179

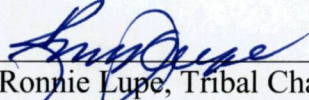
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the use of commercial film and photography for the purposes included herein.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that given the urgency of the request described herein, this Resolution may be voted upon as follows: (a) by signature of a member of the Tribal Council, including the Chairman of the Tribal Council and the Vice-Chairman of the Tribal Council, where a signature indicates a vote for this Resolution, (b) the Tribal Council Secretary shall attempt to obtain signatures for members of the Tribal Council personally, (c) no signature shall mean that the respective Tribal Council member is against this Resolution, (d) the Tribal Council Secretary should wait no longer than a reasonable period of time to obtain a vote by signature or by no signature, and so indicate that this Resolution was presented to the respective member of the Tribal Council for a vote.

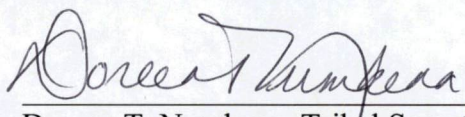
BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances, or any material facts concerning the issues presented are later found to be false, this Resolution shall be deemed null and void and have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Vice-Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on AUGUST 27, 2015 duly adopted by a vote of 10 for, 0 against, and 0 abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it under the enumerated powers listed in Article IV, Section 1 of the WMAT Constitution, so ratified on September 30, 1993, and federally recognized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).


Ronnie Lupe, Tribal Chairman

8/31/15
Date

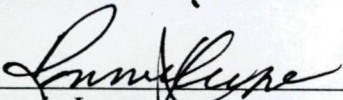

Doreen T. Numkena, Tribal Secretary

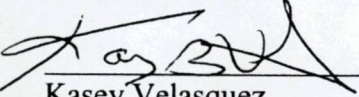
8-31-2015
Date

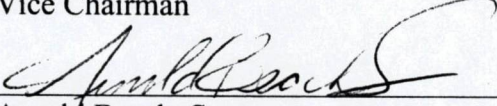
Resolution No. 08-2015-179

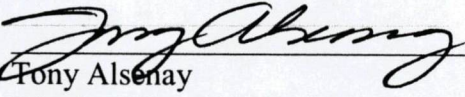
Signatures of the members of the Tribal Council represent their approval of Tribal Council Resolution No: 08-2015-179 initiated the 27th day of August, 2015.

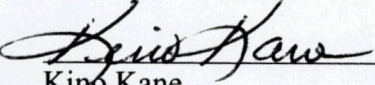
Presented Personally by Tribal Council Secretary (TCS)-Indicated by Initials

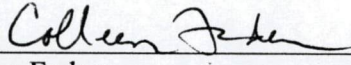
 8-24-15 DM TCS Initials
Ronne Lupe
Tribal Chairman
Date Signed

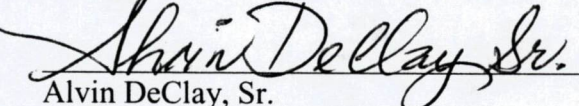
 8-31-15 DM TCS Initials
Kasey Velasquez
Vice Chairman
Date Signed

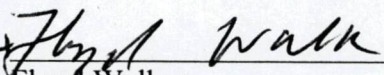
 08/31/15 DM TCS Initials
Arnold Beach, Sr.
District I Council Member
Date Signed

 8/27/15 DM TCS Initials
Tony Alsenay
District I Council Member
Date Signed

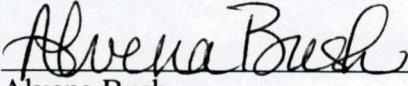
 8/31/15 DM TCS Initials
Kino Kane
District II Council Member
Date Signed

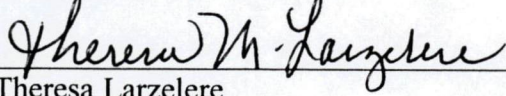
 8/27/15 DM TCS Initials
Colleen Faden
District II Council Member
Date Signed

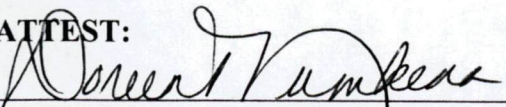
 08/31/15 DM TCS Initials
Alvin DeClay, Sr.
District III Council Member
Date Signed

 8/31/15 DM TCS Initials
Floyd Walker
District III Council Member
Date Signed

Date Signed _____ TCS Initials
Jerome Kasey III
District IV Council Member

 8/27/15 DM TCS Initials
Alvena Bush
District IV Council Member
Date Signed

 8/31/15 DM TCS Initials
Theresa Larzelere
District IV Council Member
Date Signed

ATTEST:

Doreen T. Numkena, Tribal Council Secretary

8-31-2015
Date Signed

TEMPORARY PERMIT FOR COMMERCIAL PHOTOGRAPHY/FILMING
WITHIN THE EXTERIOR BOUNDARIES OF THE
FORT APACHE INDIAN RESERVATION

The White Mountain Apache Tribe (hereinafter, "WMAT") and Johns Hopkins Center for American Indian Health, its officers, employees, agents, assigns, and successors (hereinafter collectively referred to as "PRODUCER") do hereby agree as follows:

1. **IDENTIFICATION OF WMAT**

WMAT is identified as **WHITE MOUNTAIN APACHE TRIBE**
P.O. Box 700
Whiteriver, AZ 85941

Contact person:

2. **IDENTIFICATION OF PRODUCER**

PRODUCER is identified as: Johns Hopkins Center for American Indian Health
415 N. Washington Street
Baltimore, MD 21231

Contact person: Novalene Goklish

3. **PURPOSE**

The purpose of this Agreement is to permit PRODUCER to film program activities and locations associated with program participants and collaborating agencies within the exterior boundaries of the Fort Apache Indian Reservation, all in accordance with the activities and scope of work described by PRODUCER in the attached resolution (attached and incorporated herein as Appendix A).

Additionally, the permit allows PRODUCER to do filming on the Fort Apache Indian Reservation.

4. **TERM**

This Permit Agreement shall begin September 1, 2015 and shall expire no later than October 31, 2015.

5. **TIME**

Time limits stated in this Agreement are of the essence of the Agreement.

6. **CONDITIONS**

A. WMAT shall permit PRODUCER during the period from September 1, 2015 through October 31, 2015, the opportunity to enter upon, conduct, and conduct filming within the exterior boundaries of the Fort Apache Indian Reservation,

specifically the filming described more fully within Appendix A. Additional filming not to exceed the time frame indicated may be conducted on roadways located on the reservation. Film dates include the weeks of **September 1 – 4, September 28 – October 2 and October 4 – 9, 2015.**

- B. The PRODUCER shall remit to WMAT a right of entry and use fee of \$0 exclusive of all insurance, taxes, employee/guide expenses and costs, and other expenses required herein.
- C. PRODUCER shall provide local staff-representatives for guidance and information during the term of this permit.
- D. PRODUCER shall always remain in the company of the representative while performing the terms of this Agreement.
- E. PRODUCER shall provide the White Mountain Apache Tribe a copy of the film to be utilized from the terms of this Agreement prior to any broadcast, sale or distribution of it in any format, to ensure that culturally inappropriate or sensitive objects and representations are not within the film.
- F. PRODUCER agrees to the following:
 - 1) PRODUCER shall not commit waste upon lands within the Fort Apache Indian Reservation, and PRODUCER shall, at its own expense, within five days of completion of use of all lands, remove any accumulation of debris, garbage, refuse and other materials, repair any damage caused by PRODUCER, and return all areas to their original condition existing immediately prior to the time of PRODUCER's use and entry of the area began, to the extent reasonably possible.
 - 2) PRODUCER agrees to compensate the WMAT or individual Member(s) thereof for any direct or consequential damages to lands on the Fort Apache Indian Reservation, and improvements, if any, on those lands that result from the filming and/or activity.
 - 3) PRODUCER agrees to give preferential employment and/or assignment to members of the WMAT during such portions of the project that are conducted on the Fort Apache Indian Reservation for which members have skills or experience adequate for PRODUCER's purposes. Enrolled WMAT members' income paid by PRODUCER for on-Reservation employment shall be exempt from State withholding taxes.
 - 4) The use of helicopters or other aircraft within the airspace of the Fort Apache Indian Reservation shall be governed by Federal Aviation Agency (FAA) regulations and shall, as a guideline, comply with the National Forest regulations regarding helicopter flights over national forest land.

- 5) PRODUCER shall comply with all applicable laws, regulations and ordinances and PRODUCER hereby acknowledges that this permit to enter and use the lands of the WMAT as described herein is conditioned on its officers, employees, agents, assigns, and successors obeisance of WMAT laws and regulations and that violation of any applicable law and regulation makes PRODUCER trespassers, subject to arrest, tribal and federal court action, expulsion from the Reservation, and seizure of personal property as security for payment of potential obligations to the WMAT. PRODUCER further agrees to be bound by the liquidated damages provision of WMAT law if found liable for any violation.
- 6) PRODUCER agrees that no artifacts of a historical, religious or ceremonial nature or that are covered by the Federal Archaeological Preservation Act or the Native American Graves Protection and Repatriation Act will be taken from the Reservation or be disturbed in any manner.

7. **INSURANCE**

- A. PRODUCER shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which this Agreement is executed, insurance for protection from claims, under workers' or workmen's compensation acts and other employee benefit acts which are applicable, for damages because of bodily injury, including death. Certificates of such insurance shall be filed with WMAT prior to the commencement of the work described herein, and WMAT shall be listed as an additional insured party on such certificates.
- B. Prior to commencing work pursuant to this Agreement, PRODUCER shall provide to WMAT evidence of General Public Liability and Property Damage Insurance including vehicle coverage issued to PRODUCER and insurance coverage protecting PRODUCER from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Agreement, whether such operations are by PRODUCER or by any subcontractor employed by PRODUCER or anyone otherwise directly or indirectly employed by PRODUCER or subemployed by PRODUCER or its assignee. Insurance shall be written with a combined single limit for personal injury and property damage of not less than two million dollars (\$2,000,000) per occurrence and in the aggregate.
- C. PRODUCER may select its insurance company, however, such insurance company shall be and must remain authorized to do business in the State of Arizona by, and be licensed by and in good standing with, the Arizona Department of Insurance.
- D. If any policy or contract of insurance required of PRODUCER by this Agreement, including general liability insurance and worker's compensation insurance, is

canceled, and PRODUCER has not obtained a substitute policy or contract consistent with the provisions of this Agreement, then WMAT may either immediately terminate this Agreement, or WMAT may obtain such insurance with such limits and deductions, inclusions and exclusions, as it shall deem proper in its sole discretion and shall charge to PRODUCER the cost thereof.

8. INDEMNIFICATION

PRODUCER agrees to indemnify and hold the WMAT, and their employees, subcontractors, agents and assigns free and harmless from and against all liabilities, losses, claims, liens, demands and causes of action of every kind and character occurring or in any way incident to, or arising out of, the negligence, omission or other fault of PRODUCER, its employees, subcontractors, agents and assigns pursuant to its activities under this Agreement. This indemnification shall include not only any ultimate judgment, but any and all expenses, including reasonable attorneys' fees, incurred by the indemnified party directly related to any threatened or actual legal proceeding resulting from the negligent act or omission or other fault of the indemnifying party.

9. ASSUMPTION OF RISK

By granting the permission and privileges under this Agreement the WMAT makes no representations as to the suitability or safety for the premises used pursuant to this Agreement, nor does WMAT verify PRODUCER's compliance with applicable laws and regulations. PRODUCER shall assume all risk and liability for damage and injury arising from, or related in any manner to, its activities within the Fort Apache Indian Reservation.

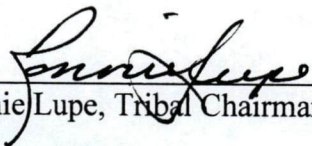
10. GOVERNING LAW

PRODUCER hereby consents to the jurisdiction of the White Mountain Apache Tribal Court as the exclusive venue and forum for any claim that PRODUCER may bring against WMAT from this Agreement or enforcement thereof. This Agreement shall be governed and construed in accordance with the laws and regulations of the White Mountain Apache Tribe. Nothing within this Agreement shall waive the sovereign immunity of the White Mountain Apache Tribe.


AGREED to this 27th day of August, 2015, within the exterior boundaries of the Fort Apache Indian Reservation, Whiteriver, Arizona.

WHITE MOUNTAIN APACHE TRIBE

PRODUCER



Ronnie Lupe, Tribal Chairman



Authorized Signature