



RESOLUTION OF THE GOVERNING BODY OF THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION

A Resolution entitled, "Authorization for specified persons to be listed as Lobbyists on behalf of the Three Affiliated Tribes for the 59th North Dakota Legislative Session"

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
WHEREAS, The Constitution of the Three Affiliated Tribes authorizes the Tribal Business Council to negotiate with Federal, State and local governments on behalf of the Three Affiliated Tribes; and
WHEREAS, The Tribal Business Council has determined that there is a need for certain persons to be registered as lobbyists on behalf of the Tribe with the Secretary of State for the State of North Dakota in order to comply with the state of North Dakota lobbying laws; and

NOW THEREFORE BE IT RESOLVED that the following persons are hereby authorized to be lobbyists on behalf of the Three Affiliated Tribes for the 59th Session of the North Dakota Legislature now convened in Bismarck, North Dakota, and to be under the general control of the Chairman of the Three Affiliated Tribes regarding such efforts: Tiffiany Johnson, Rich Mayer and Thomas M. Disselhorst and such other persons as the Chairman may from time to time designate, it being understood that the Tribal Business Council members are exempt from the lobbying registration requirements because they are elected officials of the Tribe.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of seven members of whom five constitute a quorum, 6 were present at a Regular Meeting, thereof duly called, noticed, convened, and held on the 8th day of January 2003; that the foregoing Resolution was duly adopted at such Meeting by affirmative vote of 5 members, 0 members opposed, 0 members abstaining, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman (voting) (not voting)

Dated this 8th day of January, 2003.

Signature of Randy Phelan, Secretary, Tribal Business Council

ATTEST:

Signature of Tex G. Hall, Chairman, Tribal Business Council

**MANDAN, HIDATSA AND ARIKARA NATION**

**CONSULTANT AGREEMENT**

**with Horace Pipe**

**SENIOR PROJECT CONSULTANT  
MHA NATION REFINERY PROJECT**

This Agreement is made this 13<sup>th</sup> day of January, 2003, by and between the THREE AFFILIATED TRIBES and HORACE PIPE, of Washington, D.C., whose principal address is 4 Myrtle Court Stafford VA 22554

**WITNESSTH:**

1. **BE IT KNOWN**, that for the purposes of this Agreement, the Parties involved shall herein after be known as the "Tribe " or as the "Party of the First Part", the Mandan, Hidatsa and Arikara Nation (Three Affiliated Tribes), and as the "Consultant" or as the "Party of the Second Part"; and

2. **FURTHER**, that in consideration of the undertaking set forth and described herein, the Tribe, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose(s): (If additional space is needed, attach another sheet identifying the appropriate Part)

Recitals: It is understood by the parties that the Tribe is in the process of developing plans for an oil refinery to be constructed at a site yet to be determined located within the boundaries of the Fort Berthold Reservation. Neither the final plans for the refinery nor the financing for the construction of the refinery have yet been approved by the Tribal Business Council or any other governmental agency from whom approval is required.

It is further understood by the parties that the payments to the Consultant authorized by this Agreement will be obtained from a grant from the Department of Interior that allows further development work to be done on the MHA Nation Refinery Project (hereinafter the "Project") and that this Consultant Agreement is not an approval of the Project by the Tribal Business Council.

It is further understood by the parties that the Consultant will provide regular reports to the Tribal Business Council, unless otherwise directed by the Council. The Consultant shall report directly to the Chairman and the Chief Executive Officer of the Tribe.

1. Consultant shall be known as the "Senior Project Consultant" and advise the Tribe regarding completion of the Project, including providing additional services as may be required to assist with the Front End Engineering and Design (FEED) study; and shall further be the liaison and consultant to the Tribe with regard to the company hired to conduct the FEED study, and shall further be the liaison with the Federal government regarding the project and any necessary approvals. Consultant shall provide appropriate advice regarding environmental permitting and other approvals, the feasibility study, a determination of the appropriate site for the Project, whether or not it may be necessary to retain additional consultants in order to complete the project, provide advice and assistance in obtaining financing for construction of the Project, and providing such further advice to the engineering firm working on the FEED study as may be necessary to develop the overall design criteria for the refinery.
2. Once all approvals have been obtained for the Project, the Consultant shall further provide appropriate advice to assist in obtaining the engineering firm and general contractor for construction of the refinery, be the Tribal liaison and consultant to the general contractor for the construction of the Project, provide advice as to who needs to be hired and what training will be required to operate the refinery and generally provide advice to ensure that the Tribe's interests in this phase of the Project are being protected, such as compliance with TERO laws and general conformance to design and construction criteria.
3. Provide regular and timely reports, not less than monthly, to the Tribal Business Council of all aspects of the Project and once approved, the progress of construction and advice as to the operation of the refinery.

3. **FURTHER**, that the Consultant shall be retained for the period beginning January 31, 2003 and ending January 30, 2005.

4. **FURTHER**, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Part 2 above for which he has been retained; and that the payments shall not be authorized until after the required approvals for this agreement have been obtained; and, that compensation shall be made from the following account:

[BIA Grant for Refinery Project] # CTA04T30165 (# Line code Fund 106  
FY2002 # 015-AC4301-0102-36860-252; 106-2259-580-56-19

by the use of the consultant Claim Statement which is attached and made a Part of this Agreement, or an actual invoice; and, that the schedule of and method of payments shall be as follows:

Consultant will be paid monthly according to his invoice for services and expenses.

Payment Schedule: Contract is for 24 months @ \$140,000.00 with an additional \$3,500.00 for relocation expenses. 5% of the total amount shall be prepaid prior to commencement of work at the execution of this agreement; and 5% shall be paid after 30 days of work has begun following execution and approval of this agreement; after one year of this Agreement has passed, an additional 5% of the total amount shall be paid and 5% of the total amount shall be paid 30 days after that. All other payments shall be made monthly.

5. **FURTHER**, that it is hereby stipulated that compensation as described shall constitute full payment for services rendered, and that additional assessments of expenses not identified herein shall be the sole responsibility of the Consultant, except as may otherwise be agreed upon by the parties, it being understood that Consultant will be reimbursed for ordinary travel expenses in accordance with Tribal travel policy, and further, Consultant understands that income taxes, social security taxes and any other deductions or contributions of any kind remain the sole responsibility of the Consultant; and

6. **FURTHER**, that such compensation shall be paid to the Consultant in accordance with the Three Affiliated Tribes payment policies and in accordance with the special Terms of this Agreement as provided for within Parts 4, above. The request for final payment of services rendered under this agreement shall have all required reports and other times specified within Parts 7 and 8 of this Agreement and that the invoice shall note this is a "Final Payment Request Due"; and

7. **FURTHER**, that the Consultant shall submit the periodic reports as requested by the Party of the First Part and is required by this Agreement to submit a Final Consultant Project Report, both narrative and financial, pertaining to the performance of services rendered. These reports shall be not less than monthly, at the second Thursday of each month, which is the date normally set for Tribal Business Council meetings. The consultant is required to keep an accurate record of time incurred in connection with such services, and shall, when requested, furnish additional information to the Party of the First Part. Consultant shall not be entitled to any information with respect thereto, in form and substance acceptable to the authorized representative of the Party of the First Part; and

8. **FURTHER**, that the Consultant hereby agrees that during time that he is retained by the Party of the First Part as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments to any other person or entity which is engaged in or with the interests of the Three Affiliated Tribes except as made necessary by the scope of work contemplated by this Agreement;

Nor shall the consultant, when retained by the Party of the First Part; compete with the Three Affiliated Tribes on his own account or for his own benefit or engage in any activity which creates or is likely to create a conflict of interest between himself and the Three Affiliated Tribes;

Nor shall the consultant make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or any other information of a confidential or sensitive nature to which the consultant was privy to for the period of time which he was retained under this Agreement.

And, that upon termination or completion of his service to the Party of the first Part, the consultant agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Three Affiliated Tribes or accumulated by him in performance of this Agreement;

And, that all reports and/or other documents compiled, developed and/or written by the Consultant - i.e. proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and

9. **FURTHER**, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before 10 working days after receipt of this notice to terminate by the other Party. Should the Consultant have been paid in advance for any work prior to termination, payment shall be returned to the Tribe or payment made to the Consultant for work performed on a pro-rata basis.

And, any and all services performed up to and including the final date of this Agreement due to terminations shall be deemed allowable for payment after the final review and acceptance of the items specified within Parts 7 and 8 of this Agreement. The request for payment shall be submitted along with these required items and shall clearly note that this is a request for "**Final Payment Due To Termination**"; and,

10. **FURTHER**, that each Party shall have the right to seek legal redress for any alleged breach of this Agreement by the other Party by instituting the appropriate cause of action in a court of competent jurisdiction;

11. **FURTHER**, that the consultant hereby states that this Agreement is not his sole source of income for the Calendar year(s) applicable to the period stated within Part 3 of this Agreement.

12. AND FINALLY, that this Agreement constitutes the entire understanding between the Party of the First Part and the Party of the Second Part, and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with the appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed this Agreement as of the date first written, and do hereby certify that the signatures signifying Approval and acceptance are true authorized representatives of respective Parties involved in this Agreement.

**APPROVAL:**

Date: January 13, 2003

Tex G. Hall  
Tex G. Hall  
Chairman  
Mandan, Hidatsa and Arikara Nation  
(Three Affiliated Tribes)

**ACCEPTANCE:**

Horace Pipe  
Horace Pipe

Social Security # 517-74-2632

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