



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

*A Resolution entitled, "Support of Public Record of Brownfields Sites"*

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 16, 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 benefits of the Tribes and of the enrolled members thereof; and

**WHEREAS,** The Tribal Business Council has the authority to manage and lease or otherwise deal with Tribal lands and resources; and

**WHEREAS,** Tribal members are subject to *Brownfields* sites: sites with the presence or potential presence of hazardous substances, pollutants, or contaminants which require assessment, cleanup and redevelopment; and,

**WHEREAS,** The Environmental Division has funds from the Environmental Protection Agency Tribal Response Program to fund community assessment programs; and

**NOW THEREFORE, BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby authorizes the Environmental Division to maintain a *Public Record* of Brownfields Sites at the Environmental Division Offices and a copy at the Tribal Realty Office in accordance with the standards, practices and funding requirements of the Environmental Protection Agency Tribal Response Program.

**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 7 members of whom 5 constitutes a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 31 day of Aug. 2004; that the foregoing Resolution was duly adopted at such meeting by the affirmative of        members,        members opposed,        members abstained,

## **Grant Funding Guidance for State and Tribal Response Programs**

### **Public Record Requirement**

Under Section 128(b)(1)(C), states and tribes must:

Maintain and update, at least annually or more often as appropriate, a record of sites that includes the name and location of sites at which response actions have been completed during the previous year;

Maintain and update, at least annually or more often as appropriate, a record of sites that includes the name and location of sites at which response actions are planned to be addressed in the next year; and

Identify in the public record whether or not the site, upon completion of the response action, will be suitable for unrestricted use. If not, the public record must identify the institutional controls relied on in the remedy.

Section 128(a) funds may be used to maintain and make available a public record system that meets the requirements discussed above.

*Distinguishing the "survey and inventory" element from the "public record."* It is important to note that the public record requirement differs from the "timely survey and inventory" element described in the "Four Elements" section above. The public record addresses sites at which response actions have been completed in the previous year and are planned to be addressed in the upcoming year. In contrast, the "timely survey and inventory" element, described above, refers to a general approach to identifying brownfield sites.

*Making the public record easily accessible.* EPA's goal is to enable states and tribes to make the public record and other information, such as information from the "survey and inventory" element, easily accessible. For this reason, EPA will allow states and tribes to use Section 128(a) funding to make the public record, as well as other information, such as information from the "survey and inventory" element, available to the public via the internet or other means. For example, the Agency would support funding state and tribal efforts to include detailed location information in the public record such as the street address and latitude and longitude information for each site. (6) A state or tribe may also choose to use the Section 128(a) funds to make their survey and inventory information available on the internet as well.

*Long-term maintenance of the public record.* EPA encourages states and tribes to maintain public record information, including data on institutional controls, on a long term basis (more than one year) for sites at which a response action has been completed. Subject to EPA regional office approval, states or tribes may include development and operation of systems that ensure long term maintenance of the public record, including information on institutional controls, in their work plans.

Reference: [http://www.epa.gov/brownfields/pg/fy04state\\_guidelines.htm](http://www.epa.gov/brownfields/pg/fy04state_guidelines.htm)

\_\_\_\_\_ members not voting and that said Resolution has not been rescinded or amended in any way.

Chairman (voting) (not voting)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

  
Secretary, Tribal Business Council

Attest:

\_\_\_\_\_  
Chairman, Tribal Business Council



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\_\_\_\_ members not voting and that said Resolution has not been rescinded or amended in any way.

Chairman (voting) (not voting)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Secretary, Tribal Business Council

Attest:

\_\_\_\_\_  
Chairman, Tribal Business Council

## **Grant Funding Guidance for State and Tribal Response Programs**

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THREE AFFILIATED TRIBES

CONSULTANT AGREEMENT

This Agreement is made this 26th day of August, 2004 by and between the THREE AFFILIATED TRIBES' Environmental Division and Cheryl K. Chapman, P.E. of Matrix Consulting Group, Inc., 2650 Jackson Blvd., Rapid City, SD 57702 (e-mail: ckchapman@matrixcgi.com).

WITNESSETH:

1. **BE IT KNOWN**, that for the purposes of the Agreement, the Parties involved shall herein after be known as the "Environmental Division" or as the "Party of the First Part", Three Affiliated Tribes, and as the "Consultant" or as "Party of the Second Part"; and
2. **FURTHER**, that in consideration of the undertaking set forth and described herein, Patricia J. Thomas, TAT Environmental Manager, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose:

*To conduct site visits to assist in QA/QC (Quality Assurance and Quality Control) planning; develop QAPP (Quality Assurance Project Plan); assist with DQO (Data Quality Objectives); Develop SAP (Standard Analysis Procedures); Develop SOP (Standard Operating Plan) based on EPA (Environmental Protection Agency) guidance (see attached); and advise on role in refinery development.*

3. **FURTHER**, that the Consultant shall be retained for the period beginning June 3, 2004, and ending March 31, 2005, with a compensation rate not to exceed \$10,000. The funds will be drawn from EPA WATER POLLUTION CONTROL PROGRAM GRANT #I-98801700 in the amount of \$10,000.
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 she has been retained; and that a payments shall not be authorized until after the required approvals for this Agreement have been obtained; and that compensation shall be made from Contract # \_\_\_\_\_ by the use of the Consultant Claim Statement which is attached and made part of this Agreement, or an actual invoice; and that the schedule of and method of payments shall be as follows:

Four payments consisting of **\$2,500** each; with one payment of **\$2,500** at the initial stages of preparing to write the **QAPP and SOP**; and a final payment of **\$2,500** upon completion of the **EPA 106 Water Quality Program year**.

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; and
6. **FURTHER**, that all applicable Terms and Conditions of the Contract referred to in Part 4 are hereby required to be complied with by the Consultant. A copy of the applicable Terms and Conditions are available to the Consultant upon request to the Tribe and are made a part of this Agreement; and
7. **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, 5, and 6 above. The request for final payment of services rendered under this Agreement shall have all required reports and other items specified within Parts 8 and 9 attached and that the invoice shall note this is a "**Final Payment Request Due to Completion**"; and
8. **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. The Consultant is required to keep an accurate record of time incurred in connection with such services, and she shall, when requested, furnish additional information to the Party of the First Part. She shall not be entitled to any payment of Consultant fees unless and until she has provided the aforementioned information with respect thereto, in form and substance acceptable to the authorized representative of the Party of the First Part; and
9. **FURTHER**, that the Consultant hereby agrees that during such time that she is retained by the Party of the First Part as a Consultant under this Agreement, she 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 is likely to become engaged in activities which are or could possibly be competitive with the interests of the Three Affiliated Tribes;

Nor shall the Consultant, when retained by the Party of the First Part, compete with Three Affiliated Tribes on his/her own account or for his/her 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 she was retained under this Agreement;

And, that upon termination or completion of her 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 her 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 recording, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and

10. **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 the notice to terminate by the other Party.

And, any and all services performed up to and including the final date of this Agreement due to termination shall be deemed allowable for payment after the final review and acceptance of the items specified within Parts 8 and 9 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

11. **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;
12. **FURTHER**, that the Consultant hereby states that this Agreement is not planned to be his/her sole source of income for the Calendar Year(s) applicable to the period stated within Part 3 of this Agreement;
13. **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 the respective Parties involved in this Agreement.

AGREEMENT # TF - \_\_\_\_\_ - \_\_\_\_\_

**APPROVAL:**

/s/ \_\_\_\_\_ DATE: \_\_\_\_\_  
NRC CHAIRMAN

/s/ \_\_\_\_\_ DATE: \_\_\_\_\_  
TAT ENVIRONMENTAL MANAGER

/s/ \_\_\_\_\_ DATE: \_\_\_\_\_  
TAT CONTRACTS SPECIALIST

/s/ \_\_\_\_\_ DATE: \_\_\_\_\_  
CONTRACTING OFFICER (if required)

/s/ \_\_\_\_\_ DATE: \_\_\_\_\_  
TRIBAL PROPERTY OFFICER

**ACCEPTANCE:**

/s/ \_\_\_\_\_  
CONSULTANT

SS# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

-OR-

FEDERAL ID # \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE

\_\_\_\_\_  
TELEPHONE NUMBER

DRAFT



March 16, 2004

Ms. Patti Jo Thomas  
Three Affiliated Tribes  
Water Resources Program  
404 Frontage Road  
New Town, ND 58763

Dear Patti Jo:

It was a pleasure meeting with you and your staff during recent trips to Rapid City. It is our understanding that the Tribe has been awarded a Clean Water Act Section 106 Tribal Grant to develop a water pollution control program. In accordance with EPA policy, we understand that you are in the process of developing Quality Assurance Project Plans and Standard Operating Procedures for your program.

MATRIX Consulting Group, Inc. is pleased to provide assistance to Three Affiliated Tribes, Water Resources Program, as needed. We've developed the following suggestions with the idea of assisting your staff to be self-sufficient in the development of various projects as the program grows and matures.

Below is a number of work elements that might fit into your water program, as well as strengthen other parts of your environmental areas of responsibility. After their initial development and the application to early projects, the framework should be in place to continue to operate a compliant program, which applies all of the necessary quality assurance in its planning and procedures.

- **Conduct site visits and meetings with Program Manager and her staff to assist in the development of QA/QC planning.** Collect background information regarding water and related issues within the Reservation, including applicable standards, what has been done in the past, what is currently being done, what is proposed for the new program, EPA grant requirements, etc. As we discussed, as the snow melts, we'd like to schedule a visit with you to tour the Reservation.
- **Assist the Program Manager to determine if the Program(s) need a Quality Management Plan (QMP) or a Quality Assurance Project Plan or a combination of both?** EPA's Quality System is based on an American National Standard (ANSI/ASQC E4-1994). The work done in creating a QMP will not only benefit the water program, but other program areas.
- **Establish a Data Quality Objectives (DQO) Process** for water resources and other programs, i.e. based on EPA's guidance. (*Guidance for the Data Quality Objectives Process, EPA QA/G-4.*) This work should be completed prior to completing a Quality Assurance Project Plan. The parts include:

State the Problem  
Identify the Decision  
Identify the Inputs to the Decision  
Define the Study Boundaries  
Develop a Decision Rule  
Specify Tolerable Limits on Decision Errors  
Optimize the Design

- **Develop a Quality Assurance Project Plan (QAPP) template to be modified for specific projects based on EPA guidance documents.** (*Guidance for Quality Assurance Program Plans, EPA QA/G-5*) Although each project within any program area requires a separate QAPP, we would recommend creating a template that can be modified to meet the requirements of any new project.

QAPPS are typically divided into 4 main elements:

**Project Management**

Title and Approval Sheet  
Table of Contents  
Distribution List  
Project/Task Organization  
Problem Definition/Background  
Project/Task Description  
Quality Objectives and Criteria  
Special Training/Certifications  
Documentation and Records

**Data Generation and Acquisition**

Sampling Process Design (Experimental Design)  
Sampling Methods  
Sample Handling and Custody  
Analytical Methods  
Quality Control  
Instrument/Equipment Testing, Inspection, and Maintenance  
Instrument/Equipment Calibration and Frequency  
Inspection/Acceptance of Supplies and Consumables  
Non-direct Measurements  
Data Management

**Assessment and Oversight**

Assessments and Response Actions  
Reports to Management

**Data Validation and Usability**

Data Review, Verification, and Validation  
Verification and Validation Methods  
Reconciliation with User Requirements

- **Develop Standard Operating Procedures (SOPs) based on EPA guidance.** Determine what types of SOPs, i.e, surface water, soils etc. (*Guidance for the Preparation of Standard Operating Procedures for Quality-Related Documents, EPA QA/G-6*). The development of the SOPs should be started in the field with the staff to develop concurrence on the right way to operate equipment, etc. These SOPs are the heart of a QAPP and an essential element of the program.

Technical SOPs may contain the following elements:

**Procedures**

Scope & Applicability

Summary of Method

Definitions

Health & Safety Warnings

Cautions and Interferences

Personnel Qualifications

Equipment and Supplies

Procedure

- Instrument or Method Calibration and Standardization
- Sample Collection Procedures
- Sample Handling and Preservation
- Sample Preparation and Analysis
- Troubleshooting
- Data Acquisition, Calculations & Data Reduction Requirements
- Computer Hardware

Data and Records Management

**Quality Assurance/Quality Control,**

Describe QC procedures with sampling operations, field measurements and analyses

Describe QC Samples and standard protocols used

Describe QC checks

(i.e. replicates, spikes, split, performance evaluation, calibration)

Frequency of QC checks

Limits/Criteria for QC data/results and actions when data exceeds limits

Reporting Criteria

**References**

Related SOPs (version)

Publications

Method Manuals

Patti, I look forward to visiting with you to refine this Scope. I'm sure we can work together on this in keeping with your schedule and budget.

Sincerely,

Cheryl K. Chapman, P.E.  
President