



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

A Resolution Entitled: "Approval of the Consultant Agreement with Michael J. Hartnett of Rapid City, South Dakota, 57709"

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

WHEREAS, The Constitution and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15th, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; and

WHEREAS, Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes 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 Mandan, Hidatsa, and Arikara Environment Department Director wishes to contract Michael J. Hartnett to provide technical assistance, attend meetings, and provide on-site assistance.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the consultant agreement with Michael J Hartnett of Rapid City, South Dakota, pursuant to the attached Consultant Agreement; and

NOW BE IT FURTHER RESOLVED, the total compensation and expenses for the Consultant Agreement with Michael J Hartnett shall not exceed \$25,000.00 without express written consent of the Tribal Business Council.

(Certification page to follow)

ENVIROFIELDS

CONTRACT FOR PROFESSIONAL SERVICES

This contract, executed as of the date below, shall govern activities of Michael J. Hartnett as the sole proprietor of Envirofields.

The parties shall be referred to as “Three Affiliated Tribes Environmental Division (TAT-ED)” and “Envirofields” respectively.

The TAT-ED and Envirofields agree as follows:

1. Work to be performed.

Envirofields shall, in a satisfactory manner as determined by the TAT-ED Director, provide technical assistance (either remotely or in person) and attend meetings and provide on-site assistance as requested. Requests for technical assistance or to attend meetings or functions shall be made by the TAT-ED Director in writing (via letter or Email). Such technical assistance shall meet the requirements of the TAT-ED Director but will not include legal, technical or professional approvals that may be required by other federal or tribal agencies. The work shall be performed by Michael Hartnett, Rapid City, South Dakota, sole proprietor of Envirofields.

The TAT-ED Director shall provide, make available to, or authorize to be made available to Envirofields all information, documents, reports, data and such other information in its possession or control that may be necessary to fulfill this agreement. The contractor shall hold all information, documents, reports data and such other information provided, including the information provided or discussed in meetings, in confidence and not provide such information to the public or any other federal or tribal agency unless instructed to do so by the TAT-ED Director or as otherwise required by tribal or federal law.

The contractor reserves the right to refuse an assigned task or request for technical assistance. Envirofields assumes no liability for errors or omissions and all work is provided on an advisory basis only.

2. Compensation.

Envirofields shall bill the TAT-ED for services provided in section (1) above in an amount of \$75.00/Hr. plus travel expenses at the federal GAO rates for per diem, POV mileage and lodging. Such fee shall be for all costs associated with the work to be performed including personnel, supplies, report preparation, travel time and communications necessary to complete assigned and accepted tasks. Fees will be billed subject to the TAT-ED Director approval of the tasks and work assigned and hours billed and shall be due and payable within 30 calendar days of the billing date. Documentation of hours of service and a report of travel costs shall be provided to the TAT-ED Director in the agreed upon form or format. This contract is for a maximum total of \$25,000 for services and travel costs.

3. Contract Period of Performance, Modification, Renewal or Extension.

The Period of Performance for this agreement shall begin on _____, 2015 and shall terminate on December 31, 2015 unless renewed or extended by both parties.

This contract may be modified, renewed or extended upon mutual written agreement of the parties involved.

Profile

Diverse and extensive experience in assessment, remediation and redevelopment/reuse of contaminated sites and properties, including Brownfields and Superfund Sites. Excellent ability to build consensus and mediate controversial issues among diverse stakeholders with widely varying perspectives and goals. Experienced in working with federal, state and local governments, tribal nations, and urban and rural communities. Great knowledge and experience of extensive waste programs, including multi-media contaminant fate and transport and expertise across multiple environmental programs. Proficient at writing and reviewing federal grant proposals and providing coaching and training for grant applicants. Proven project and multi-disciplinary staff management background with honed skills in prioritizing, budgeting, scheduling, and managing of customer and stakeholder relationships. Strong technical writing, communications and training skills. Polished facilitation, mediation and public speaking skills. Adept at planning and conducting training programs, workshops and conferences. Skilled in development and implementation of new programs, systems and procedures. Motivated self-starter capable of prioritizing and managing multiple projects and deadlines, creative problem solver who works well both independently and on/with a team.

Professional Experience

Present: Independent Contractor, Envirofields, Sole Proprietor

Provides technical assistance and training to local, tribal, state and federal government agencies to improve and develop water, wastewater, solid waste systems and other related programs or services in tribal and rural communities. General responsibilities include technical assistance, planning or delivery of training, perform outreach and networking, grant writing and management, administrative duties, and contract management. As a Sub-contractor to MA Environmental provides technical assistance to Tribal governments and program staffs in South Dakota, North Dakota, Montana and Wyoming in development of solid and hazardous waste, brownfields and CERCLA 128(a) Tribal Response Programs and development of Integrated Solid Waste Management Plans and related federal grants. As a sub-contractor to Kansas State University provides technical assistance to tribes and rural communities nationally in behalf of Kansas State University Technical Assistance to Brownfields (KSU-TAB) project and the National Association of Local Government Environmental Professionals (NALGEP) in the same topic areas. HAZWOPER and MOLO Certified.

2004 to 2012: Resource Development Advisor, Midwest Assistance Program Inc., Rapid City, SD

Provide technical assistance and training to local, tribal, state and federal government agencies to improve and develop water, wastewater, solid waste systems and other programs or services in rural communities. General responsibilities include technical assistance, planning or delivery of training, perform outreach and networking, grant writing and management, administrative duties, and contract management. Specific duties primarily include technical assistance to Tribal governments and program staffs in South Dakota, North Dakota, Montana and Wyoming in development of solid and hazardous waste, brownfields and Tribal Response Programs and development of Integrated Solid Waste Management Plans and related federal grants. Worked with tribes to develop a national CERCLA 128(a) Tribal Response Program training program for the US EPA for all tribes, to include Alaska Native Villages, including a 33 minute video, power points and presentation of the materials at national tribal conferences.

1995 to 2004: Brownfields and Economic Redevelopment Regional Program Manager, U.S. EPA Atlanta, GA

Developed and implemented the EPA's Southeast regional CERCLA 128(a) State and Tribal Response Programs to include eight states and one Tribal Brownfields Response Program involved in the development of EPA's national Brownfields program and policies. Participated in writing, editing, updating and commenting on national and

4. Termination.

The agreement may be terminated by either party by written notice at any time.

5. Governing Law.

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

6. Sovereign Immunity.

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

In Witness Whereof, the TAT-ED Director and Envirofields have executed this Agreement as of the 3rd Day of March, 2015.



Witness



Edmund Baker, TAT-ED Director



Michael J. Hartnett, Envirofields

regional Brownfields grant and program guidelines and policies. Conducted training and workshop sessions on Federal Brownfields grant programs. Advised Brownfields grant applicants, reviewed Brownfields proposals, awarded Brownfields grants, conducted grantee oversight and advised grantees regarding grant activities. Organized and conducted regional and local seminars, conferences and workshops for diverse groups and participated as a panelist and speaker at national EPA and Tribal conferences. Developed, refined, and conducted regional training for grantees on technical subjects such as data and project quality assurance, project planning and contracting of services. Managed a multi-disciplinary diverse staff of engineers, scientists and legal professionals.

**1995 to 1995: Assignment to Tribal Hazardous Waste Programs, Oglala Lakota Nation,
Natural Resource Agency,
Pine Ridge, SD**

Researched files and conducted field work to locate old U.S. Army ordinance landfill areas located on Tribal lands in the former Badlands Bombing Range. Assisted Tribe in negotiations with U.S. Air Force and participated in Tribal public meetings. Drafted first Tribal aboveground storage tank regulations. Wrote federal grant proposal and obtained grant for Tribal underground storage tank (UST) program. Assisted in field investigations, removals and remediation of leaking USTs. Advised Tribe in investigations of groundwater contamination plumes and assisted with obtaining an EPA Solid Waste Grant.

Michael J. Hartnett (*continued*)

**1988 to 1995: Chief, DOD/Federal Facilities Remedial Programs, U.S. EPA Region 4
Atlanta, GA**

Organized and developed first EPA regional office for both RCRA Corrective Action and Superfund Remedial programs specifically for federal facility RCRA and Superfund Sites. Conducted oversight of federal agencies and departments (primarily DOD and DOE) conducting investigations and remediation of facilities with significant chemical and radiological contamination under RCRA and Superfund programs. Managed issuance of Corrective Action permits and negotiated RCRA and CERCLA consent orders and federal facility agreements. Partnered with regulated federal Department of Defense (Navy, Air Force, Army and Marines) to meet agency, program and department goals in timely and efficient manner. Participated in team and partnership training with EPA and DOD managers and coached teams composed of multiple federal and state agencies and consultants. Hired, trained and managed a diverse staff of engineers and scientists. Managed oversight and partnered with DOD, local governments, communities and other stakeholders in implementation of the Base Realignment and Closure (BRAC) Program.

**1980 to 1988: RCRA Hazardous and Solid Waste Programs, U.S. EPA Region 4
Atlanta, GA**

Processed and issued RCRA hazardous waste treatment, storage and disposal permit applications; conducted compliance inspections of a wide range of regulated industries and businesses; wrote and issued consent agreements and orders; and participated in public hearings and meetings. Reviewed and commented on environmental impact studies and statements (EISs). Processed and awarded eight annual State RCRA Subtitle C (hazardous waste) and Subtitle D (solid waste) grants and conducted oversight of state programs. Reviewed adequacy of state regulations, programs and resources to authorize states to implement the federal RCRA program. Demonstrated initiative and technical ability by reviewing, negotiating and issuing the first EPA RCRA Corrective Action and hazardous waste landfill permit in the country, including a major groundwater remediation plan. Demonstrated management capabilities by developing a new RCRA unit to oversee two state programs; recruited and hired technical and support staff; and developed EPA and state program capabilities. Participated in development of regional and national RCRA policies and regulations.

Education

B.S., University of Florida; Environmental Engineering

Professional Affiliations

American Indian Science and Engineering Society (AISES) - Life Member

Awards and Honors

- EPA Region 4 Exceptional Leadership Award - EPA Brownfields Program 2001
- Co-Recipient of the Harvard University John F. Kennedy School of Government and Council for Excellence in Government's Innovations in Government Award, 2000
- Vice President's National Partnership for Reinventing Government - Hammer Award in 2000
- EPA Silver Medal for writing and issuing the first RCRA Hazardous Waste Landfill Permit
- EPA Silver Medal for National Brownfields Showcase Community Program
- Five EPA Bronze Medals for RCRA Enforcement, Superfund and Brownfields Accomplishments
- Multiple EPA Special Achievement Awards.

Travel Reimbursement Request Sheet

Date		
Name		Michael Hartnett
Address		5112 Pinedale Ridge Rd.
Phone		(605) 721-8088
Organization		Environmental Consultant – Rapid City, SD
Destination		
Purpose of Trip		
Date Departed		
Date Returned		
GSA: POV: Estimated Miles:		\$
POV Rate 0.56 X xxx miles = \$		
Per Diem: 1st and last days (\$xx/day)		\$
Interim day(s) (x days @ \$xx.xx/day)		\$
Lodging per night at: Tax: Total:		\$
Airline Fare		\$0
Taxi \$ (includes; lime, shuttle, bus, etc)		\$0
Rental Car: Gas:		\$0
Parking		\$0
Registration Fee		\$0
Total		\$

Signature: 




CERTIFICATION

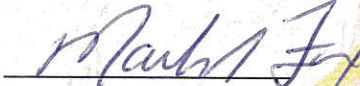
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 11th day of February, 2015, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. Not Voting.

Dated this 11th day of February, 2015.

ATTEST:


Executive Secretary: L. Ken Hall.
Tribal Business Council
Three Affiliated Tribes


Chairman: Mark N. Fox
Tribal Business Council
Three Affiliated Tribes