

BUTTE TRIBE OF BAYOU BOURBEAUX (BTBB)

BYLAWS

ARTICLE I - GOVERNING BODY

Section 1. BUTTE TRIBE ADMINISTRATIVE COUNCIL (BTAC) will consist of: Chairman/Chief, Vice-Chairman/Vice-Chief, Secretary/Council Member, Treasurer/Council Member, and at least one but not more than two additional Council Members. BTAC will conduct regular monthly tribal business affairs meeting. These affairs are such things as but not limited to: tribal meetings, State and Federal issues, tribal registrations, member issues. A quorum shall consist of four members, which will include the Chief and Vice-Chief. No business shall be conducted in the absence of a quorum.

BTBB Chairman/Chief was appointed head of the BTBB family in 1975 by his ancestors, the previous head of the BTBB family. He will remain BTBB Chairman until the time of his resignation. He will appoint the BTAC.

Section 2. BUTTE TRIBAL COUNCIL (BTC): will consist of tribal members chosen by the BTAC to represent BTBB and their own specific clan. A regular quarterly meeting of the BTAC with the BTC shall be set by the BTAC. The Chairman/Chief shall call all special meetings. The BTC shall receive a quarterly report of a detailed accounting system of BTBB funds.

ARTICLE II - DUTIES OF OFFICERS

Section 1. CHAIRMAN/CHIEF: Shall preside at all meetings, regular and special. Shall vote only in the case of a tie. Shall see that all resolutions and ordinances of the Tribal Council are carried into effect. Shall exercise general supervision of all other officers and employees and see that their respective duties are performed.

Section 2. VICE-CHAIRMAN/VICE-CHIEF: Shall consult with the Chairman/Chief on tribal affairs. Shall advise governing body regarding the basic needs of establishing a tribe. Shall perform the duties of the Chairman should he/she be unable to perform Chairman duties.

Section 3. SECRETARY/COUNCIL MEMBER: Shall keep the minutes of the principal office of the Tribal Council of all meetings of the Tribal Council. Shall keep the Tribal Rolls, showing all changes therein as required by this Constitution or Ordinances duly approved by the Tribal Council. Shall attend to all correspondence, distribution or tribal information or other duties incidental to this office including the reproduction of minutes, resolutions and ordinances and see to their distribution within deadlines, if there be deadlines.

Section 4. TREASURER/COUNCIL MEMBER: Shall keep and maintain adequate and correct accounts of the properties and business transactions of the Tribal Council. Shall have care and custody of funds and valuables of the Tribal Council and deposit same in the name of and to the credit of Butte Tribe with such depositories as the Tribal Council may direct and which are acceptable to the Area Director, disburse funds of the Tribal Council as may be ordered by the Tribal Council, taking proper signed invoices, vouchers or other recordable data, render to the Tribal Council a monthly statement and report of all his transactions as Treasurer and render also an annual tribal financial statement with the detail required by the Tribal Council.

ARTICLE III – MISSION/VISION (PURPOSE)

Section 1 - MISSION - We, the BUTTE TRIBE OF BAYOU BOURBEAUX (BTBB) members, gather together with the BUTTE TRIBE ADMINISTRATOR COUNCIL (BTAC) and the BUTTE TRIBAL COUNCIL (BTC) to embody the universal mission of all indigenous people and honor our forefathers.

We are called to protect our indigenous way of life that is vital to our existence. We will respect, protect and nurture our environment, land and waterways. As a tribe we will continue to be a positive factor and influence in our community while staying true to our heritage.

We are challenged to pass to our youth the same survival skills, knowledge and history as it was passed to us by our elders for generations.

Section 2 - VISION – BTBB’s vision for future generations is to:

- Teach planting and harvesting by the moon cycle,
- Reveal ancient knowledge of natural remedies and medicinal properties,
- Instill knowledge that has been passed down by the elders,
- Respect and care for our elders, which by so doing we will learn to respect ourselves as an essential part of the universe,
- Ensure that honorable leaders, teachers and protectors arise from the mist of our tribe to lead and guide in ways of old being the action, legacy and voice of our past, present and future, and
- Preserve our heritage, educate future generations, and honor our ancestors by continuing the BTBB culture and traditions for many generations to come.

ARTICLE IV- DISPOSITION OF ASSETS

Notwithstanding any provision of BTBB law, the articles of every nonprofit corporation organized under this Act shall be conclusively deemed to contain the following provision concerning disposition of assets: “Upon dissolution of the nonprofit corporation, the BTBB Council shall, after paying or making provisions for the payment of all of the liabilities on the nonprofit corporation, dispose of all of the assets of the nonprofit corporation exclusively for the purposes of the nonprofit corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, literary or scientific purposes as shall at the time qualify as exempt organizations under section 501(c)(3) of Title 26 of the Internal Revenue Code as amended, or the corresponding provision of any future U.S. Internal Revenue Law, as the BTBB Council shall determine. Any such assets not so disposed of shall be disposed of by the courts of BTBB exclusively to organizations organized for charitable, educational, literary or scientific purposed under section 501(c)(3) of Title 26 of the Internal Revenue Code as amended, or the corresponding provision of any future U.S. Internal Revenue Law.”

ARTICLE V – ACTIVITIES

In accordance with Section 501(c) (3), BTBB, other than as an insubstantial part of regular tribal activities, shall not engage in activities that in themselves are not in furtherance of one or more exempt purposes.

ARTICLE VI – MEMBERSHIP

BTBB membership is an inimitable family/tribe of descendants of documented, indigenous ancestors who lived and died in the Bayou Bourbeaux area of Natchitoches Parish during the eighteenth and nineteenth centuries. These ancestors lived through the occupation of their lands in the early 1700s by the French, the Spanish, and the French once again, followed by the United States Louisiana Purchase in 1803. They remained on their land through the Indian Removal Act of 1830 and the Civil War of the 1860s. Today, the same tribal land is owned and occupied by all the chiefs of the direct lineage of BTBB's first chief, White Smoke.

BTBB members' unique mixed bloodline consists of Chitimacha captive, Marie Theresa De La Grande Terre in the early 1700s, and Teja/Texas Mission Indians who escaped the Texas missions in the late-1700s to early-1800s making Bayou Bourbeaux their homeland.

BTBB membership in this "family tribe" is limited to those people whose documented ancestors lived and raised their families in the Bayou Bourbeaux area of Natchitoches Parish before 1900. Membership is determined by the acceptance of the BTBB governing body.

BTBB membership is a working membership that requires each voting BTBB member to be active in the building of the family/tribe.

AMENDING AGREEMENT

THIS AMENDING AGREEMENT dated this 19th day of February, 2021

BETWEEN:

Butte Tribe of Bayou Bourbeaux

OF THE FIRST PART

-AND-

Chief Rodger Collum, representative of Butte Tribe of Bayou Bourbeaux Council

OF THE SECOND PART

Background

- A. Butte Tribe of Bayou Bourbeaux and Chief Rodger Collum, representative of Butte Tribe of Bayou Bourbeaux Council (the “Parties”) entered into the contract (the “Contract”) dated February 19, 2021, for the purpose of amending Tribal By-Laws.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Amending Agreement (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.
- D. References in this Agreement to the Contract are to the Contract as previously amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. **ARTICLE VI – MEMBERSHIP** is hereby amended by deleting the phrase:
“Membership is determined by the acceptance of the BTBB governing body. BTBB membership is a working membership that requires each voting BTBB member to be active in the building of the family tribe.”

and replacing it with the statement”

“Membership is determined by the acceptance of the governing body of the BTBB Membership Committee. Approval is based on the register’s (the person requesting membership) close family ties and relationships with the BTBB core families. “Core families” is defined as those blooded family ancestors listed on the United States Census – Natchitoches Parish reports between the years of 1900-1930. These families shared close family ties and relationships in the Bayou Bourbeaux area in that time period.

BTBB membership is a working membership that requires each voting BTBB member to be active in the building of the family tribe. All members must pledge to support tribe projects with labor when possible and/or funding. In so doing, each member agrees that BTBB is a family that works together to care for our elders, teach our youth, improve our land, and protect our possessions as a tribe.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Louisiana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF Chief Rodger Collum, representative of the Parties, has duly affixed his signature under hand and seal of this 19th day of February, 2021.

WITNESS: Belinda Brooks

Butte Tribe of Bayou Bourbeaux

Per (Seal)



WITNESS: Jamee Stumpley

PARTY: Rodger Collum