

RESOLUTION OF THE GOVERNING BODY OF
THE TRIBE AFFILIATED TRIBES OF THE
FORT BENTON RESERVATION

- WHEREAS, This Corporation is an Indian Chartered Corporation as defined by the Indian Reorganization Act of June 18, 1934, and authority is granted under this Act, and
- WHEREAS, Malloy and Malloy, by Harry J. Malloy, a member of the firm, said firm being Tribal Attorneys, have submitted certain amendments to said Attorney's Contract, No. 11-20-042-114, Section IV, sub-section (b), said amendment reading as follows, "An additional fee of \$35.00 per day shall be paid to said attorney for all trips in excess of 75 miles driving distance from the City of Halliday, North Dakota upon request of the council." This amendment to replace said Section IV, sub-section (b), which read "An additional fee of \$35 per day shall be paid to said attorney for all trips outside of a radius of 75 miles from the City of Halliday, North Dakota, upon request of the Council."
- WHEREAS, Amendment to Section IV, sub-section (c), to read as follows, "The attorney is required to attend the regular monthly meetings of the Tribal Business Council but shall be allowed \$10 per mile in traveling to and from such meetings, in addition thereto, all trips made at the request of the Council, and specifically excepting the regular trips to the monthly meetings, within a driving distance of 75 miles from the City of Halliday, North Dakota, shall be compensated for at the rate of \$10 per mile and \$10.00 per diem." This amendment to replace said Section V, sub-section (c), which read as follows, "The attorney is required to attend the regular monthly meetings of the Tribal Business Council but shall be allowed \$10 per mile in traveling to and from such meetings, in addition thereto, all trips made at the request of the Council, and more specifically excepting the regular trips to the monthly meetings, within a radius of 75 miles from the City of Halliday, North Dakota, shall be compensated for at the rate of \$10 per mile and \$10.00 per diem."
- WHEREAS, Amendment to Section V, sub-section (d), to read as follows, "All trips upon request of the Council to places outside of the 75 mile driving distance from the City of Halliday, North Dakota, shall be compensated for, based upon the actual travel expenses." This amendment to replace said Section V, sub-section (d), which read, "All trips upon request of the Council to places outside of the 75 mile radius from the City of Halliday, North Dakota, shall be compensated for, based upon the actual travel expenses."
- WHEREAS, Amendment to Section V, sub-section (e), to read as follows, "Lodging and board for trips to places beyond the driving distance of 75 miles from the City of Halliday, North Dakota, shall be compensated for at the maximum rate of \$1.75 per meal and lodging not to exceed \$12.00 per day." This amendment to replace said Section V, sub-section (e), which read, "Lodging and board during trips to places beyond the radius of 75 miles from the City of Halliday, North Dakota, shall be compensated for, ~~maximum rate of \$1.75 per meal and lodging not to exceed \$12.00 per day.~~ at the maximum rate of \$1.75 per meal and lodging not to exceed \$12.00 per day."

WHEREAS, As the cost of living and expenses generally have all risen to a great extent during the last several years the above changes and increases are deemed reasonable and justified.

NOW THEREFORE, BE IT RESOLVED by the Tribal Business Council of the Three affiliated Tribes, Fort Berthold Reservation that attorney's contract No. 11-20-650-111, be amended to read as aforesaid and that date, and that said amendments shall be an intrinsic part of said contract during the remaining life of same.

CERTIFICATION

I, the undersigned, as Secretary of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 16 members, of whom 7 constitute a quorum, were present at a Special meeting thereof duly called, noticed, convened and held on the 29th day of February 1960; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 7 members for, none members passed, none members opposed and none absent, and that said resolution has not been rescinded or amended in anyway. Chairman not voting.

Dated this 29th day of February 1960.

Valentine Wells
/s/ Valentine Wells
Valentine Wells, Secretary
Tribal Business Council
Three Affiliated Tribes

WITNESSES:

James Hall, Sr.
James Hall, Sr., Chairman
Tribal Business Council

Approved
Quincy M. Soper

Fort Berthold Agency
New Town, North Dakota

076.2
May 3, 1960

Memorandum

To: Area Director
Attention: Area Solicitor
From: Superintendent, Fort Berthold Agency
Subject: Tribal Attorney's contract.

There is attached resolution 60-12, which requests revision of Tribal Attorney Malloy's contract to more easily fit the geographical conditions of his present location.

This resolution evidently was misplaced somewhere by the tribe as we were unable to locate any copies of our transmittal letter to you in our files

The attached copies are reproductions of the original and have been signed manually by officers of the tribe. It would be appreciated if your office would make the proposal workable as soon as possible.

Your statement in the next to the last sentence of paragraph 2 of your letter dated April 22, 1960, is applicable to this office also.

Owen D. Morken
Superintendent

ODMorken/ph