

GWICH'IN TRIBAL COUNCIL
BY-LAW NO. 2
FINANCIAL ADMINISTRATION

GWICH'IN TRIBAL COUNCIL

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GWICH'IN TRIBAL COUNCIL**BY-LAW NO. 2****Article 1: PREAMBLE**

WHEREAS the Board of Directors of the Gwich'in Tribal Council has determined that it is desirable and necessary that a Financial Administration By-law be established for the following purposes:

To govern the receipt, management and expenditures and administrative structure of the Gwich'in Tribal Council funds.

To apply to the Board, Executive, Staff and Affiliates in managing of funds.

To assign duties and authorities specifically for the Board, the Audit and Finance Committee, the Executive, and the Chief Financial Officer.

To establish minimum standards are provided for financial activities such as budgeting, receipt of funds, expenditures and reporting.

To establish specific provisions to govern the award of contracts, the tendering process, loans to Participants and funding agreements.

To establish specific provisions to govern the appointment of auditors and the preparation of annual financial statements.

To establish specific provisions to govern public notice and disclosure of financial information.

And to ensure fiscal responsibility with respect to the Gwich'in Tribal Council funds;

AND WHEREAS the Gwich'in Tribal Council adopted By-law No. 2 as amended in 2018 in compliance with the *Canada Not-for-Profit Corporations Act, SC 2009 c. 23* including

Regulations made pursuant to that Act; and any statute or regulation that may be substituted, as amended from time to time;

AND WHEREAS the Gwich'in Tribal Council desires to make further amendments to By-law No. 2 to ensure efficient daily operations;

NOW THEREFORE BE IT RESOLVED THAT By-law No. 2 is amended and enacted as follows:

Article 2: INTERPRETATION

2.1 **Definitions.** Unless defined in this By-law, defined terms shall be in addition to By-law No. 1 of the Gwich'in Tribal Council:

- (a) **"Annual Budget"** means the revenue and expenditures projected and approved by the Board for the next fiscal year and includes any amendments to the annual budget made by the Board;
- (b) **"Annual Audited Financial Statements"** means the separate (unconsolidated) and consolidated financial statements prepared by an auditor;
- (c) **"Audit and Finance Committee"** or **"Committee"** means the Audit and Finance Committee of the Board established pursuant to Article 10.1 of By-law No. 1;
- (d) **"Capital Fund"** means the Gwich'in Settlement Corporation unrestricted net assets less amounts due from Gwich'in Development Corporation as at March 31st of the previous fiscal year;
- (e) **"Department"** means an administrative division or agency of the Gwich'in Tribal Council as established from time to time and includes:
 - (i) Internal organizational units of the Tribal Council administration;

- (ii) Any Committee of the Board as struck under Article 10.1 of By-law No. 1;
 - (iii) Any corporate entity controlled by the Gwich'in Tribal Council, including partnerships.
- (f) **“Financial Statement”** means a financial statement prepared in accordance with the generally accepted accounting principles set out in the Canadian Public Accountants Handbook – Accounting Standards Part I, International Financial Reporting Standards, Part II Accounting Standards for Not-for-Profit Organizations and CPA Canada Public Sector Accounting Standards, as amended from time to time, and shall include a statement of financial position or a balance sheet; a statement of comprehensive income or a statement of retained earnings; a statement of changes in equity or an income statement; and statement of cash flows or a statement of changes in financial position;
- (g) **“Funding Agreement”** means any written contract between the Tribal Council and another party or parties, including the federal or territorial government, or a third party, pursuant to which money is to be paid to the Tribal Council;
- (h) **“General Account”** means any bank account in the name of the Gwich'in Tribal Council pursuant to Article 10.2 of this By-law No. 2;
- (i) **“Immediate Family”** means father, mother, brother, sister, spouse (including common-law spouse), child (including an adopted child), or other immediate relative permanently residing in the same household;
- (j) **“Personal Gain”** means the financial benefit for the individual or for the members of his or her Immediate Family;
- (k) **“Tribal Council”** means the Gwich'in Tribal Council, being a corporation continued under the Act;

- (l) **“Tribal Council Funds”** means all moneys belonging to the Tribal Council and includes:
- (i) All disbursement from the Gwich'in Settlement Corporation;
 - (ii) All funds belonging to subsidiaries, including Gwich'in Development Corporation;
 - (iii) All trust funds;
 - (iv) Money borrowed;
 - (v) Money received or collected on behalf of the Tribal Council;
 - (vi) All money that are received or collected by the Tribal Council pursuant to any Funding Agreement and that is to be disbursed for a purpose specified by the Tribal Council or pursuant to that Funding Agreement; and
 - (vii) Money received as resource revenue from the Federal or Territorial government;

Article 3: BOARD OF DIRECTORS

- 3.1 **Role of the Board.** The Board shall conduct the business of the Tribal Council in a manner that ensures sound financial management by, among other things, carrying out the following duties and responsibilities:
- (a) Striving to achieve a balanced annual budget of the Tribal Council;
 - (b) Planning and budgeting financial and other resources for operations;
 - (c) Setting policies and procedures to safeguard the resources of the Tribal Council;

- (d) Ensuring the Board of Directors and all employees have full financial accountability at all times;
- (e) Ensuring that Affiliates have full financial accountability at all times;
- (f) Ensuring the Tribal Council meets all financial obligations with third parties;
- (g) Ensuring the Tribal Council allocates the Gwich'in Settlement Corporation funds received in accordance with the Land Claim Agreement, Chapter 11, Schedule I and obligations of implementation;
- (h) Ensuring all investments in financial instruments are made in accordance with prudent investor standards;
- (i) Overseeing the work of all employees as it pertains to the financial operations of the Tribal Council, through the Chief Financial Officer, and ensuring that all employees who manage and control Tribal Council funds are:
 - (i) Responsible for maintaining accurate financial records; and,
 - (ii) Qualified for the position to which they are appointed;
- (j) Permitting access by the Board of Directors and Members of the Tribal Council, under the supervision of the Chief Financial Officer or its designate, to By-laws, annual budgets, annual Audited Financial Statements and annual audit reports of the Tribal Council; and
- (k) ensuring the sale of any assets owned by the Tribal Council is for no less than fair market value.

3.2 **Duties.** Each Director of the Board shall, in exercising his/her powers and performing his/her functions under this By-law:

- (a) Act honestly and in good faith and in the best interest of the Tribal Council; and
- (b) Exercise the care, diligence and skill of a reasonable prudent person.

The Board may authorize the Grand Chief or designate to approve Funding Agreements.

Notwithstanding the provisions of this By-law, the Board may, by resolution, approve an alternative arrangement other than the provisions of this By-law for the management of money received pursuant to the terms of a Funding Agreement, if the terms of the Funding Agreement require the alternative arrangements.

Article 4: AUDIT AND FINANCE COMMITTEE

- 4.1 **Role of Committee.** The Audit and Finance Committee, through the office of the Chief Financial Officer, shall oversee the management and control of Tribal Council funds in a manner that is consistent with prudent financial management practices and shall have the following duties and responsibilities:
- (a) Manage and control all transactions of Tribal Council funds, including the receipt, collection, expenditures and disbursements;
 - (b) Administer and supervise the compilation and preparation of information for the annual budget;
 - (c) Ensure the completion and of an annual audit and presentation of the audit to the Board for its review and approval by resolution;
 - (d) Administer and supervise the financial records and reporting systems of the Tribal Council;

- (e) Ensure, on an ongoing basis and in conjunction with the Chief Financial Officer, adherence to all financial reporting requirements applicable to the Tribal Council;
- (f) Ensure, on an ongoing basis and in conjunction with the Chief Financial Officer, accuracy of all Financial Statements;
- (g) Ensure financial compliance of the Tribal Council with all contracts and Funding Agreements entered into by the Board or Officers or their designate(s), and report immediately any non-compliance to the Board;
- (h) Report to the Board on financial matters;
- (i) Provide advice to the Board on financial matters;
- (j) Develop and present a list of candidates to the Board for the position of Chief Financial Officer;
- (k) Supervise and oversee the role and responsibilities of the Chief Financial Officer; and
- (l) Oversee all other matters relating to the financial affairs of the Tribal Council.

4.2 **Appointment of Committee.** The Audit and Finance Committee shall be established by the Board pursuant to Article 10.1 of By-law No. 1.

The Board shall, by resolution, appoint at least five (5) members to the Committee and those members shall include:

- (a) The Executive; and
- (b) At least one (1) member of the Board of Directors.

The Chief Executive Officer, Chief Operating Officer and Chief Financial Officer shall attend all Audit and Finance Committee meetings.

- 4.3 **Members of the Committee.** The Board shall, by resolution, appoint the Chief Executive Officer, Chief Operating Officer and Chief Financial Officer to be members of the Committee for as long as they hold such positions.

The Board shall, by resolution, appoint the members of the Committee pursuant to Article 10.1 of By-law No. 1 and for a term of office that is the same duration as a term of office for a Director.

A member of the Committee may be removed pursuant to Article 10.7 of By-Law No. 1.

- 4.4 **Election and Role of Chair.** The Board shall choose one (1) person to serve as Chair of the Committee.

The term of office for the position of Chair shall be two (2) years and a person may serve as a Chair for one (1) or more consecutive terms.

If the Chair resigns, the Committee shall elect from its members one (1) other person to serve as Chair for the balance of the term remaining.

The Chair shall:

- (a) Supervise and direct the work of the Committee;
- (b) Undertake administrative duties as necessary to oversee and implement the work of the Committee;
- (c) Preside at meetings of the Committee.

Article 5: CHIEF EXECUTIVE OFFICER

- 5.1 **Role.** The Chief Executive Officer will report to the Grand Chief and shall act as the Secretary of the Committee and shall:
- (a) Ensure the creation and maintenance of adequate records of Committee minutes, resolutions, decisions and other proceedings;
 - (b) Ensure the adequate reporting of summary information of the Committee to the Board; and
 - (c) Where required, provide legal or negotiations support on Funding Agreements to the Chief Operating Officer.

Article 6: CHIEF OPERATING OFFICER

- 6.1 **Role.** The Chief Operating Officer reports directly to the Grand Chief and shall:
- (a) Create, administer, and oversee Funding Agreements; and
 - (b) In collaboration with the Chief Financial Officer, monitor the financial adherence to any Funding Agreement entered into by the Tribal Council or any programs operated by the Tribal Council.

Article 7: CHIEF FINANCIAL OFFICER

- 7.1 **Role of Chief Financial Officer.** The Chief Financial Officer reports directly to the Grand Chief and shall:
- (a) Monitor financial adherence to any Funding Agreement entered into by the Tribal Council or any programs operated by the Tribal Council;

- (b) Conduct the administration necessary to discharge the financial administration responsibilities of the committee, including staff supervision;
- (c) Maintain records of all information required to facilitate the annual audit;
- (d) Compile and prepare information for the annual budget and any amended annual budget and long term financial and cash flow projections;
- (e) Administer and maintain adequate and timely financial records and reporting systems that record all financial transactions of the Tribal Council, including but not limited to copies of all vouchers, financial statements, cancelled cheques and correspondence relating to the financial business of the Tribal Council and reporting systems;
- (f) Prepare and present to the Committee by the 29th day of each month, a financial statement for the previous month that includes a balance sheet and a statement of operations showing revenue and expenditures;
- (g) Receive, record and deposit, or administer the receipt, recording and deposit of all money received by the Tribal Council in a timely manner;
- (h) Ensure all accounts payable are paid in accordance with the procedures set out in this By-law;
- (i) Complete any other tasks assigned by the Committee; and
- (j) Maintain a detailed inventory of all Tribal Council assets having a reasonable estimate of fair market value.

Article 8: FISCAL YEAR

- 8.1 The financial year of the Tribal Council is April 1st to March 31st.

Article 9: ANNUAL BUDGET

- 9.1 The Committee shall review prepared estimates of the projected revenues of the Tribal Council for the purpose of preparing the annual budget.

The Tribal Council has discretion in deciding how funds allocated to the Tribal Council pursuant to Article 11.1(a) are allocated across Tribal Council departments and initiatives. Tribal Council Directors and managers shall, in conjunction with the Chief Financial Officer, Chief Executive Officer and Chief Operating Officer, prepare an annual budget for each department, which may be subject to amendments as circumstances require. The Chief Financial Officer shall present the entire Tribal Council budget to the Committee.

The Committee shall review, recommend and submit an annual budget to the Board for consideration and approval by resolution. The Committee shall honour the discretion granted to the Tribal Council under this provision.

The Board is solely responsible for the approval of the annual budget for each fiscal year.

The Board may, by resolution, direct amendments to the annual budget submitted by the Committee. When considering amendments, the Board shall honour the discretion granted to the Tribal Council under this provision.

The annual budget becomes effective upon approval of the Board by resolution.

The annual budget shall be made available during regular working hours for inspection by any Member of the Tribal Council, and copies are to be provided

to Participants upon written request to through the Gwich'in Council under which the Participant is registered.

Article 10: ANNUAL AUDIT

10.1 **General.** The Board shall recommend to the Annual General Assembly, by resolution, to appoint an auditor to conduct the annual audit, and prepare an annual audit report and a separate consolidated audited financial statement.

The Annual General Assembly, by resolution, shall appoint an auditor. The auditor reports to the Board and the Annual General Assembly.

The auditor shall be entitled to access any information or records that are held by or in the control of the Tribal Council and are necessary to complete the annual audit, including but not limited to:

- (a) All books, records, accounts and voucher of the Tribal Council;
- (b) Any information held by or under the control of a Department manager or any agent of the Tribal Council that is necessary for the completion of the audit;
- (c) All Board resolutions and Tribal Council By-laws; and
- (d) Any agreements, contracts, or related documents entered into or in control of the Tribal Council or any employee of the Tribal Council.

The annual audit shall be conducted in accordance with applicable generally accepted auditing standards, shall include a general review of the adequacy of the accounting procedures and systems of control employed to preserve and protect the assets of the Tribal Council, and shall be completed no more than four (4) months after the fiscal year-end.

The Chief Financial Officer shall provide any required assistance to the auditor for the completion of the annual audit.

The auditor shall within one hundred and five (105) days following the fiscal year end, provide the review and comment on the annual Financial Statements and annual audit reports by the Committee.

The auditor shall present the statements including comments to the Committee and reports to the Board.

The Committee shall within one hundred and twenty (120) days following the end of the fiscal year, recommend for approval the annual audited Financial Statements and annual audit report to the Board for final approval. Upon approval, two (2) Directors shall sign the audited financial statements.

10.2 **Presentation to Annual General Assembly.** In accordance with Article 5.1 (e) of By-law No. 1, the approved annual audited Financial Statements and annual report shall be received by the Annual General Assembly.

10.3 **Public Access.** Once the Board approves the annual audited Financial Statements and annual audit report, the Chief Financial Officer or Chief Executive Officer shall post a summary of the statements and reports as determined by the Board, by resolution.

The Chief Financial Officer shall retain the signed, annual audited Financial Statements and annual audit reports, and any Member of the Tribal Council may:

- (a) Inspect the statements and reports during regular office hours;
- (b) Directly or through an agent, make a copy of the statement, the reports or any part thereof; and
- (c) Provide to a registered Participant, upon written request, a copy of the statement, the report or any part thereof.

Article 11: FINANCIAL DISTRIBUTIONS

- 11.1 **Annual distributions.** Pursuant to Part 3 of Gwich'in Settlement Corporation By-law No. 2, annual distributions shall be distributed as follows:
- (a) A sum to be distributed and paid to the four Gwich'in Councils (55%), and Gwich'in Tribal Council (45%).
 - (b) Funding allocated to the four Gwich'in Councils under Article 11.1 (a) shall be distributed in equal amounts.
- 11.2 **Gwich'in Council Distributions.** Such funds distributed to the Gwich'in Councils under Article 11.1 (a) shall be considered core funding that shall be exclusively used for the following purposes for each Gwich'in Council:
- (i) Funding the staff positions of an executive director, a finance officer, and an administrative assistant,
 - (ii) Funding the costs associated with governance and operations; and,
 - (iii) Funding a stipend for the President of the Gwich'in Council in each Gwich'in Community.

Article 12: FINANCIAL MANAGEMENT - DEPOSITS

- 12.1 **General Requirements.** The Committee shall ensure that all operating and savings accounts in the name of the Tribal Council are established at a chartered bank or trust company.

The Chief Financial Officer shall ensure the safekeeping of all Tribal Council funds.

12.2 **Bank Accounts.** The Chief Financial Officer shall, under the supervision of the Committee, establish at least one (1) bank account held in the name of the Tribal Council, into which all Tribal Council funds shall be deposited.

The Board may authorize the Chief Financial Officer to reallocate funds from one General Account to another General Account for investment purposes or program and service delivery.

Funds in the General Account shall be administered by the Chief Financial Officer. The interest earned on the Tribal Council funds shall be paid to a General Account.

Article 13: FINANCIAL MANAGEMENT – RESERVE FUNDS

13.1 **Reserve Funds.** Subject to the provisions of any Funding Agreement, the Board may, by resolution, authorize the establishment of a reserve fund, using Tribal Council funds called “Reserve Funds” for the sole purpose of:

- (a) permitted activities pursuant to Chapter 11, Schedule I of the Land Claim Agreement; or
- (b) Supplementing operational costs when projected revenues for Tribal Council are anticipated to be lower than projected expenditures.

13.2 **Conditional Use.** The following conditions apply to the use of any Reserve Fund created pursuant to Article 13.1:

- (a) The Reserve Fund shall be established in a separate bank account with a bank or trust company; and
- (b) The Committee shall regularly inform the Board of the use of the Reserve Funds.

Article 14: FINANCIAL MANAGEMENT – EXPENDITURES

- 14.1 **Conditions of Expenditures.** Prior to any expenditure from a General Account, other than loans under Article 13.1, the following conditions shall be met:
- (a) Funds for the expenditures shall be allocated and approved as part of the annual budget; and,
 - (b) The expenditures shall be consistent with prudent cash management practices.
- 14.2 **Authorized Signatories.** The Board shall, pursuant to Article 15.1 of By-law No. 1, designate the following Directors, Executive or Officers to sign contracts, documents, and any written instrument requiring signature.

Any two (2) Directors, Executive or Officers shall be authorized to sign banking documents with the following limits:

	<u>Title</u>	<u>Limit</u>
(a)	Board of Directors	\$2,000,000
(b)	Grand Chief	\$1,000,000
(c)	Officers	\$200,000
(d)	Comptroller	\$200,000

Any authorized banking document exceeding \$1,000,000 shall require the signature of the Grand Chief and one (1) Director of the Board.

14.3 **Expenditure Authorities.** The Board shall designate approved financial expenditure (commitments) authority as follows:

	<u>Title</u>	<u>Limit</u>
(a)	Board of Directors	\$2,000,000
(b)	Grand Chief	\$1,000,000
(c)	Officers	\$50,000
(d)	Managers	\$25,000

Other designate(s) may be appointed following the joint approval of the Officers, to a maximum of \$10,000, for a time period specified by the approving Officers.

Any amount exceeding two million dollars (\$2,000,000) shall require a Special Resolution by an Assembly in accordance with By-law No. 1.

14.4 **Bonding and Insurance Requirements.** The Chief Executive Officer shall ensure that any individual that is designated under Article 14.2 is bonded to a minimum of one hundred thousand dollars (\$100,000), and any individual that is designated under Article 14.3 (a) (b) and (c) is bonded to a minimum of fifty thousand dollars (\$50,000).

The Officers shall make recommendation to the Board to ensure that the Tribal Council obtains a reasonably prudent amount of loss and liability insurance to protect the Tribal Council and its assets.

14.5 **Expenditure Procedures.** The Chief Financial Officer may allocate Tribal Council funds between more than one accounts of Tribal Council, with the exception of the funds within the Gwich'in Settlement Corporation accounts, if he or she determines that it is administratively prudent to do so. Such distribution shall be reported to the Committee on a quarterly basis.

An individual may sign a purchase order up to the amount specified in Article 14.3 provided the expenditure has been approved by the Board as part of the annual budget.

The Chief Financial Officer shall report to the Executive no later than the last day of the month with the following information for the previous month:

- (a) A summary of revenue and expenditures;
- (b) A cumulative summary of year-to-date revenue and expenditures;
- (c) Bank balances for all General Accounts; and
- (d) A monthly cash flow report showing annual projections for each department and year-to-date revenue and expenditures of each department.

The Chief Financial Officer shall provide a variance report to the Committee on a quarterly basis and the Committee shall recommend the report to the Board thereafter.

- 14.6 **Petty Cash.** The Chief Financial Officer may establish and maintain a petty cash fund to a maximum of five hundred dollars (\$500).

Article 15: FINANCIAL MANAGEMENT – LOANS, BORROWING & DEBT

- 15.1 **Loans.** No personal loans, personal loan guarantees or other personal investments of the Tribal Council shall be made to or with an Executive, Director, Officers, employee or agent of the Tribal Council or a Participant.
- 15.2 **Borrowing and Credit Powers of the Board.** Existing loans shall be managed within the current established lines of credit and mortgages of the Tribal Council.

- 15.3 **Conditions of Borrowing.** New loans or guarantees executed on behalf of the Tribal Council, from time to time, shall require a Board resolution and shall not exceed two million dollars (\$2,000,000) in the fiscal year, pursuant to Article 14.2.

Any amount exceeding two million dollars (\$2,000,000) shall require a special resolution by an Assembly.

- 15.4 **Collection of Debts.** The Chief Financial Officer shall collect outstanding debt by:

- (a) Offsetting any amount owing to the Tribal Council against any money owed to the debtor from the Tribal Council;
- (b) Seeking, or cause to be sought, agreement for a payment plan from each person or entity that owes money to the Tribal Council;
- (c) Charging interest not less than five percent (5%) per year; and
- (d) Rendering a statement of account to all debtors of the Tribal Council on a monthly basis.

After all avenues are exhausted, the Committee may obtain third party assistance in collection of debts.

- 15.5 **Borrowing Powers of Affiliates.** The Affiliates shall not have borrowing powers that guarantee Tribal Council or Gwich'in Settlement Corporation funds as security unless approval is obtained by Special Resolution in accordance with By-Law No. 1 from:

- (a) The Board for amounts not exceeding one million dollars (\$1,000,000); and,
- (b) The Assembly for amounts exceeding one million dollars (\$1,000,000).

Article 16: FINANCIAL MANAGEMENT – INTERCOMPANY SERVICE AGREEMENTS

- 16.1 The Officers may enter into an Intercompany Service Agreement with its Affiliates or Members to provide financial, management or administrative service. Such agreement shall include:
- (a) Terms of agreement;
 - (b) Compensation; and
 - (c) Services required, including in-kind.

Article 17: FINANCIAL REPORTING - INVOICING

- 17.1 No person may make a payment on behalf of the Tribal Council for the performance of work, supply of goods or rendering of services unless the charge in respect of such work, goods or services has been authorized:
- (a) Pursuant to a Board resolution; or
 - (b) By a person delegated to authorize such payment under this By-law No. 2.

The Chief Financial Officer or his/her designate shall ensure that an invoice is rendered, in a timely manner, for all work, goods or services that are provided for payment by the Tribal Council.

Article 18: FINANCIAL REPORTING – GWICH'IN COUNCIL

- 18.1 The Tribal Council provides annual funding, through contribution agreements, to each Gwich'in Council established pursuant to Chapter 7 of the Land Claim Agreement.

In order to be financially accountable, each Gwich'in Council shall provide, in a timely manner, the following reports of their operations in conjunction with the community's Renewable Resource Council to the Tribal Council:

- (a) Annual budget;
- (b) Annual work plan;
- (c) Quarterly financial statements for the Gwich'in Council and Renewable Resource Council;
- (d) Annual work plan progress report; and,
- (e) Annual Audited Financial Statements.

Notwithstanding funding arrangements set out in this By-law and Gwich'in Settlement Corporation By-law No. 2, no funding will be issued to a Gwich'in Council unless all required reports are duly submitted to the satisfaction of the Tribal Council in a timely manner.

The Committee shall review the reports submitted to ensure financial accountability of Gwich'in Settlement Corporation funds and provide a summary report of compliance to the Board.

Article 19: AWARDING OF CONTRACTS

19.1 **General.** The Executive or Officers may approve any contract on behalf of the Tribal Council provided the following conditions are met:

- (a) Any expenditure required of the Tribal Council in the contract shall meet the requirements under Article 14.3;

- (b) The Department manager responsible for managing the contract shall recommend the contract to the Chief Executive Officer for presentation to the Board for approval; and,
- (c) The Chief Financial Officer shall confirm to the Board that the funds are available to pay the expenditure.

19.2 **Tendering Requirements.** Any one of the Officers may approve a contract for services up to fifty thousand dollars (\$50,000) without going to tender if the service was approved in the annual budget or the Committee shall review requests that are not budgeted.

Invitation to tenders shall include:

- (a) The time and date of closing;
- (b) Sufficient details from which comparable bids can be made;
- (c) The time, date, and place tenders are to be opened; and
- (d) The amount of any security deposit.

The tendering period is not to be less than five (5) working days, unless in an emergency situation.

All tenders are to be returned sealed and addressed to the Tribal Council, clearly marked "Tender for *[description of service]*".

The name of the bidder and the service, and the date and amount of the bid shall be recorded.

The Tribal Council shall not necessarily accept the lowest tender received.

Upon acceptance of a tender for services, the Officer responsible for the tendering process shall ensure that:

- (a) A written contract is signed by the party accepting the contract and the Tribal Council; and,
- (b) A copy of the written contract is kept as a record of the Tribal Council.

No disbursements or payment on any contract shall be made without supporting documentation.

The Chief Financial Officer shall retain a ten percent (10%) hold-back of total contract value or such greater amount as may be determined by the Executive from all contractors until all services and reports are complete and satisfactory.

Article 20: CONFLICT OF INTEREST

- 20.1 **General Conflict of Interest Rule.** A person who is a Director or member of the Committee, or is otherwise employed by the Tribal Council, shall not use that office or employment for his/her own Personal Gain, the Personal Gain of his/her Immediate Family or to the detriment of the interests of the Tribal Council.
- 20.2 **Disclosure by Directors of the Board and the Committee.** If a decision by the Board or the Committee may result in a Director or a member of the Committee, or his/her Immediate Family, receiving any Personal Gain, such Director or member shall make full and complete disclosure to the Board or the Committee, as the case may be, of the details of the potential Personal Gain.

It shall be the duty of each Director or a member of the Committee to disclose to the Board or the Committee, as the case may be, any real or perceived Personal Gain of any other Director or member's Immediate Family.

A Director or a member of the Committee shall disclose his/her potential Personal Gain and the potential Personal Gain of his/her Immediate Family in one of the following ways, whichever occurs first:

- (a) At the meeting at which the Board or the Committee, as the case may be, first considers the decision that may result in the potential Personal Gain;
- (b) At the first meeting after the Director or member becomes aware of the potential for the Personal Gain; or,
- (c) In writing to the Board or the Committee, as the case may be, as soon as the Director or member becomes aware of the potential for Personal Gain.

Immediately after the disclosure set out in section (a) and (b) above, the Director or member in potential conflict shall leave the meeting room and shall not participate in any discussions or vote concerning the matter and the minutes of the meeting shall record the time that the Director or member leaves and returns to the meeting room.

The person who leaves the room may still be counted for the purposes of calculating any quorum requirement.

- 20.3 **Disclosure by Employees.** If an employee of the Tribal Council or his/her Immediate Family may receive a Personal Gain from a contract, the employee shall disclose such conflict pursuant to the Code of Conduct Policy.
- 20.4 **Liability of Account.** The Board may hold any person who fails to follow the proper procedure for disclosure and abstaining from involvement under this Part responsible to reimburse the Tribal Council for any Personal Gains that his or her Immediate Family received.

20.5 **Suspension or Dismissal.** If any employee, other than an Officer violates this Article 20, then subject to the Human Resources Policy of the Tribal Council and applicable employment law, the Officers may:

- (a) Reprimand the employee;
- (b) Suspend the employee; or
- (c) Dismiss the employees' employment.

If an Officer violates the conflict of interest provision, then subject to the Human Resources Policy of the Tribal Council, the Board shall:

- (a) Reprimand the Officer;
- (b) Suspend the Officer; or
- (c) Dismiss the Officers' employment.

The Board shall, in a timely manner, provide the Officer who is suspended or dismissed an opportunity to speak to the Board and explain any relevant circumstances.

Article 21: NON-COMPLIANCE

21.1 A decision made in contravention of this By-law No. 2 is voidable by a Special Resolution of the Board.

Article 22: AMENDMENTS AND REPEALS

22.1 Amendments or repeals of this By-law No. 2 shall be pursuant to Article 23.1 of By-law No. 1.

Article 23: SEVERABILITY

23.1 If any provision of this By-law No. 2 is held to be invalid, void, voidable or for any reason, then the particular provision will be deemed severed from the remainder of this By-law No. 2 and all remaining provisions of this By-law shall remain in full force and effect.

PASSED this ___ day of August, 2023.

WITNESS the seal of the Tribal Council.

GWICH'IN TRIBAL COUNCIL

Per: _____
Ken Kyikavichik, Grand Chief

Per: _____
Director