

## BYLAWS

### Dehcho First Nations Association

#### DEFINITIONS

1. In these bylaws, the following terms have the following meanings:
  - (a) “**Act**” means the Canada Not-for-profit Corporations Act;
  - (b) "**Annual General Assembly**" means the annual meeting of the Delegates pursuant to section 13;
  - (c) “**Association**” means the Dehcho First Nations Association;
  - (d) "**Dehcho Dene**" means:
    - (i) a person who is a descendant of a Dene who has resided on, used or occupied any part of the Dehcho territory prior to December 31, 1922 and who identifies as a Dene or as a Metis, or a person who was adopted as a minor under the laws of any jurisdiction or under Dehcho Dene custom by a Dene who resided on, used or occupied land in the Dehcho territory prior to December 31, 1922 or is a descendent of a person so adopted; and
    - (ii) a person who is recognized as an honorary Dehcho Dene by a resolution of an Assembly. Honorary Dehcho Dene shall not have the right to vote at any meeting of a Dehcho First Nation or the Association and only be eligible for rights as directed by the respective resolution of the Annual General Assembly or the Special Assembly.
  - (e) "**Dehcho First Nation**" has the meaning set out in section 5; and
  - (f) "**Delegates**" means the delegates representing each Dehcho First Nation as members of the Association, as set out in this bylaw;
  - (g) "**Elected Leader**" means a Chief of a Dehcho First Nation, a President of a Metis community, or other designated person in authority representing a Dehcho First Nation as the highest officer of such Dehcho First Nation;
  - (h) "**Elder**" means a member of a Dehcho First Nation who is held in regard and respected by the Elected Leader and generally by the membership of such Dehcho First Nation of which the Elder is a member, and who is selected to act as a Leader according to the internal rules and procedures of such Dehcho First Nation;
  - (i) "**Executive Committee**" means those persons referred to in section 43;
  - (j) “**Grand Chief**” means the grand chief of the Association, elected at an Annual General Assembly in accordance with these bylaws;

- (k) "**Leader**" means the Elected Leader and Elder of a Dehcho First Nation, each of whom is a director of the Association in accordance with the Act;
- (l) "**Leadership**" means the Leaders of all of the Dehcho First Nations, which is the board of directors of the Association in accordance with the Act;
- (m) "**Special Assembly**" means a special meeting of the Delegates pursuant to section 15.
- (n) "**Youth**" means a member of a Dehcho First Nation between the ages of 15-29 years old appointed by their community.

### **SEAL AND HEAD OFFICE**

- 2. The seal, an impression whereof is stamped in the margin thereof, shall be the seal of the Association.
- 3. Until changed in accordance with the Act, the head office of the Association shall be in the Village of Fort Simpson in the Northwest Territories. The operations of the Association are to be carried out throughout the Northwest Territories and elsewhere.

### **MEMBERSHIP OF THE ASSOCIATION**

- 4. Membership of the Association shall be restricted to the Dehcho First Nations.
- 5. The following communities shall collectively be deemed the "**Dehcho First Nations**", and each, a "**Dehcho First Nation**":
  - (a) Łíídlıı Kúé First Nation;
  - (b) Fort Simpson Metis Local 52;
  - (c) Deh Gáh Got'ie First Nation;
  - (d) Fort Providence Metis Council;
  - (e) Sambaa K'e First Nation;
  - (f) Nahanni Butte Dene Band;
  - (g) Pehdzeh Ki First Nation;
  - (h) Jean Marie River First Nation;
  - (i) Ka'agee Tu First Nation;
  - (j) West Point First Nation;
  - (k) Acho Dene Koe First Nations
  - (l) Katlodeeche First Nations; and
  - (m) Begadee Shuhtagotine (Honorary).
- 6. Each Dehcho First Nation shall be represented within the Assembly:

- (a) by its' Delegates, who shall attend the Annual General and Special Assemblies of the Association; and
  - (b) by its' Elected Leader as well as one Elder appointed by such Dehcho First Nation, whom shall form part of the Leadership of the Association.
7. There shall be no fees for a Dehcho First Nation to be a member of the Association unless otherwise directed by a resolution of the Leadership.

### **MEMBERSHIP**

8. Each Dehcho First Nation shall be deemed to be automatically a member of the Association until a respective Dehcho First Nation has cancelled its' membership.
9. A Dehcho First Nation may withdraw from the Association by delivering to the Association:
- (a) a notice of withdrawal executed by the Leadership of the withdrawing Dehcho First Nation; and
  - (b) a copy of a resolution of the membership of the withdrawing Dehcho First Nation:
    - (i) passed at a meeting of the withdrawing Dehcho First Nation, having a quorum of not less than 2/3 of its membership; and
    - (ii) passed by a majority of the members present.
10. A Dehcho First Nation may be required to withdraw by a resolution of not less than of three-quarters (3/4) of the Delegates present at an Annual General Assembly or a Special General Assembly called for that purpose.
11. Each Dehcho First Nation shall be represented by such persons as selected by the membership of the Dehcho First Nation according to their own internal rules and procedures according to the following formula (each, a “**Delegate**”). Each Dehcho First Nation is eligible to bring 4 Delegates for the first 100 members and 1 Delegate thereafter for each one hundred members per respective Dehcho First Nation. In addition, the Leaders of each Dehcho First Nation shall be deemed to be Delegates with each Leader being counted from their home community.
12. Each Dehcho First Nation shall register its Delegates with the Association by delivering written confirmation from such Dehcho First Nation indicating:
- (a) the name, address, telephone and email address of each Delegate, and
  - (b) confirming that such Delegate(s) so identified have been properly nominated and is therefore entitled to act as Delegate on behalf of the Dehcho First Nation.

### **MEETINGS OF THE MEMBERS (ASSEMBLIES)**

13. The Assembly is the highest decision-making body in the Association and every Dehcho Dene must comply with Assembly decisions.
14. The Annual General Assembly shall be held within 90 days after the end of the Assembly's fiscal year, or such other time as the Leadership determines in each year.
15. A Special Assembly may be called:
  - (a) at any time, by the Leadership; or
  - (b) upon the written request of three or more Dehcho First Nation communities representing 50% or more of the Dehcho Dene..
16. The location of an Annual General Assembly or any Special Assembly shall be in such community as the Leadership determine. To the greatest extent possible the Annual General Assembly shall be rotated throughout the communities in Dehcho Ndehe.
17. The following shall be the business transacted at an Annual General Assembly:
  - (a) any matter related to the governance of the Dehcho Territory or the Dehcho Dene;
  - (b) the report of the Leadership;
  - (c) reports from DFN representatives on boards and committees;
  - (d) report of the Investment Management Board – Dehcho Trust;
  - (e) report of the Dehcho Economic Corporation;
  - (f) every fourth year, nominations and elections for the office of Grand Chief of the Association;
  - (g) Every fourth year, following the year after the election of the Grand Chief, nominations and elections of the Officers of the Association. Such Officers to be appointed for a four (4) year term staggered from the term of the Grand Chief.
  - (h) review and decision on revisions to the constitution and bylaws of the Association, when required;
  - (i) financial statements, and report of the auditors;
  - (j) appointment of the auditors; and
  - (k) any special matters which the Leadership desires to bring before the Delegates and to receive and consider directions from the Delegates and the Members.
18. An Annual or Special Assembly may be attended by the Delegates of each Dehcho First Nation and the appointed Youth member.

19. A quorum at any Annual General or Special Assembly shall be 60% of the Delegates present.
20. Each registered Delegate present at a meeting shall have the right to exercise one vote.
21. Notice of each Annual General and Special Assembly shall be delivered to each Dehcho First Nation and:
  - (a) be delivered to the address of the Dehcho First Nation noted within the records of the Association, and be preceded by a telephone call, not less than 14 days prior to the Annual General or Special Assembly;
  - (b) inform each Delegate that he or she may, by means of written proxy, appoint a proxy holder to attend and act at the specific meeting of the Association, in the manner and to the extent authorized by the proxy. Such proxy notice to be delivered in advance of the meeting unless an emergency situation arises. A Delegate may only hold one proxy vote per meeting;
  - (c) state any special business which the Leadership proposes to consider at such Assembly with sufficient information to permit any Delegate to form a reasoned judgment on the decision to be taken.
22. No error or omission in giving notice of Annual General or Special Assembly or any adjourned meeting, whether annual, general or special shall invalidate such meeting or make void any proceedings taken thereat and any Dehcho First Nation may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

### **LEADERSHIP**

23. Between Assemblies, the Leadership will act as the board of Directors of the Association, representing the Assembly and the Dehcho Region of the Northwest Territories, with respect to all matters relating to land and governance.
24. A Leader must be:
  - (a) a Dehcho Dene;
  - (b) an individual of not less than 18 years of age, with power under law to contract.
25. Each Leader shall serve for a term to be determined by the Dehcho First Nation who appointed him/her. A Leader may be removed or replaced at any time by the Dehcho First Nation which chose him/her.
26. The Leadership shall serve with such remuneration as the Leadership determines.

27. No Leader shall directly or indirectly receive any profit from his/her position as such; provided that a Leader may be paid reasonable expenses incurred by him/her in the performance of his/her duties.
28. Nothing in these By-laws shall be construed to prevent any Leader from serving either a Dehcho First Nation or the Association as an officer or in any other capacity and receiving compensation therefore.

### **MEETINGS OF THE LEADERSHIP**

29. There shall be at least four seasonal Leadership Meetings per year. Meetings of the Leadership shall be held at such times and places as to be determined by the Leadership. Subject to their duty to follow Assembly resolutions, the Leadership may consider and transact any business at a meeting of the Leaders.
30. Notice for meetings of the Leadership shall:
  - (a) In the case of seasonally scheduled meetings, be delivered not less than 14 days prior to the meeting; and
  - (b) For meetings other than seasonal meetings, be delivered not less than 48 hours prior to the meeting.
31. Notice may be waived by the unanimous consent of all the Leadership.
32. No error or omission in giving notice of any meeting of the Leadership or any adjourned meeting of the Leadership shall invalidate such meeting or make void any proceedings taken thereat and any Leader may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
33. Each Leader is authorized to exercise one (1) vote. All questions arising at a meeting, with the exception of those for which a special majority is required by these by-laws, be decided by a simple majority of those present and voting at such meeting.
34. At all meetings of the Leadership two-thirds (2/3) of the Leaders shall constitute a quorum. Any meeting of the Leadership at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the by-laws of the Association.
35. Where the Leadership is short of quorum by a maximum of two (2) Leaders, and each Dehcho First Nation is represented by at least one Elder or one Elected Leader, the meeting may continue by consensus of the present Leaders notwithstanding the lack of quorum, and any decision resulting from such meeting of the Leaders shall be ratified at the next scheduled meeting with a quorum.
36. The Leadership shall appoint a person to act as chair of all meetings, which person shall not be the Grand Chief, a member of the Leadership or the Executive Committee of the Association.

## **GOVERNANCE**

37. The Assembly is the highest decision-making body in the Association and every Dehcho Dene must comply with Assembly decisions.
38. Subject to their duty to follow Assembly resolutions, the Leadership will be the governing body of the Association. The Leadership shall establish the general policies for the management and operation of the business of the Association, taking into account and complying with the decisions made by Delegates at the Annual General Assembly.
39. Subject to their duty to follow Assembly resolutions, the Leadership shall have the power and authority to:
  - (a) make recommendations to an Assembly;
  - (b) manage the property and business of the Association;
  - (c) appoint such agents and engage such employees as it shall deem necessary from time to time and such persons shall have such authority and shall perform such duties as shall be prescribed by the leadership at the time of such appointment;
  - (d) fix the remuneration for all officers, agents and employees and committee members upon adoption of the annual budget;
  - (e) authorize expenditures on behalf of the Association from time to time, and may by resolution, delegate to any officer or officers of the Association the right to employ and pay salaries to employees;
  - (f) enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the benefit of promoting the interest of the Association in accordance with such terms as the Leadership may prescribe;
  - (g) take such steps as they may deem necessary to enable the Association to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the objects of the Assembly; and
  - (h) otherwise administer the affairs of the Assembly in its name, and exercise all such other powers and do all such other acts and things as the Assembly is, by its charter or otherwise, authorized to exercise and do.
40. The Leadership may defer the decision of any of the above authorities of the Leadership to the Annual General Assembly or Special Assembly.
41. The Leadership will not exercise or delegate authority that rests with Assembly Delegates.

## **BORROWING POWERS:**

42. The Leadership is hereby authorized, from time to time:
- (a) to borrow money upon the credit of the Association from any bank, association, firm or person, upon such terms, covenants and conditions at such times, in such sums, to such an extent and in such manner as the Leadership in its discretion may deem expedient;
  - (b) to limit or increase the amount to be borrowed;
  - (c) to issue or cause to be issued bonds, debentures or others securities of the Association and to pledge or sell the same for such sums, upon such terms, covenants and conditions and at such price as may be deemed expedient by the Leadership;
  - (d) to secure any such bond, debentures or other activities, or present or future borrowing or liability of the company, by mortgage, , charge or pledge of all or any currently owned or subsequently acquired real and personal, movable and unmovable, property of the Association, and the undertaking and rights of the Association.

#### **EXECUTIVE COMMITTEE (OFFICERS OF THE ASSOCIATION)**

43. The Executive Committee (officers of the Association) shall be;
- (a) the Grand Chief; and
  - (b) the 4 members of Executive Committee chosen pursuant to section 48 below.
44. The Grand Chief shall be a Dehcho Dene and shall be elected at the Annual General Assembly, and shall hold office for a term of four years from the date of the appointment.
45. The Grand Chief is the Chair of the Executive Committee during their term and is a non-voting member unless there is a tie, in which case, the Grand Chief may cast a tie breaking vote.
46. The Grand Chief is the Chief Executive Officer of the Association He/she shall have the general management of the affairs of the Association and shall see that all orders and resolutions of the Assemblies and Leadership are carried into effect.
47. The Leadership, in the absence or disability of the Grand Chief, will appoint an Acting Grand Chief to perform the duties and exercise the powers of the Grand Chief and shall perform such other duties as shall from time to time be imposed upon him/her by the Leadership, until the next Annual General Assembly.
48. The Executive Committee shall consist of the Grand Chief plus two Elected Leaders, one Elder and one Youth. The Executive Committee members shall be appointed by the Annual General Assembly and shall hold office for a term of e four years from the date of the appointment one year after the election of the Grand Chief. If a vacancy occurs between



Assemblies the vacancy may be filled by the Leadership until the next Assembly, when the position will be filled by the Assembly.

49. Subject to their duty to follow Assembly resolutions and the direction of the Leadership, the Executive Committee shall have the following responsibilities:
- (a) The Executive Committee shall be responsible for the daily management of the business, funds and property of the Association and will establish operating policies and regulations for approval by the Leadership;
  - (b) the Executive Committee shall act as treasurer of the Association, and in such capacity:
    - (i) have custody of the funds and securities of the Association;
    - (ii) keep full and accurate accounts of all assets, liabilities, receipts and disbursements of the Association in the books belonging to the Association;
    - (iii) deposit all monies, securities and other valuable effects in the name and to the credit of the Association in such chartered bank or trust company, or, in the case of securities, in such registered dealer in securities as may be designated by the leadership from time to time.
    - (iv) direct the disbursement of the funds of the Association as may be directed by proper authority taking proper vouchers for such disbursements,
    - (v) render to the Grand Chief and the Leadership at the regular meeting of the Leadership, or whenever they may require it, an accounting of all the transactions and a statement of the financial position, of the Association;
  - (c) The Executive Committee shall attend all meetings and act as clerk thereof and record all votes and minutes of all proceedings in the books to be kept for that purpose;
  - (d) The Executive Committee shall give or cause to be given notice of all meetings of the Members and of the Leadership and shall perform such other duties as may be prescribed by the leadership;
  - (e) The Executive Committee shall be custodian of the seal of the Association, which he/she shall deliver only when authorized by a resolution of the Leadership to do so and to such person or persons as may be named in the resolution; and
  - (f) The Executive Committee shall perform such other duties and exercise such powers as may from time to time be directed or authorized by the Leadership.
50. Members of the Executive Committee shall serve with such remuneration as the Leadership determines.

51. No Executive Committee member shall directly or indirectly receive any profit from his/her position as such; provided that an Executive member may be paid reasonable expenses incurred by him/her in the performance of his/her duties.
52. Nothing herein contained shall be construed to preclude any member of the Executive Committee from serving a Dehcho First Nation or the Association as an officer or in any other capacity and receiving compensation therefore.

### **EXECUTIVE COMMITTEE MEETINGS**

53. Each member of the Executive Committee must attend a minimum of four (4) Executive meetings annually.
54. Each member of the Executive Committee is entitled to notice of the meetings of the Executive Committee, to be delivered not less than 48 hours prior to such meetings.
55. No error or omission in giving notice of any meeting of the Executive Committee or any adjourned meeting of the Executive Committee shall invalidate such meeting or make void any proceedings taken thereat and any Executive Committee member may at any time waive notice or any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
56. 3 members shall constitute a quorum of the Executive Committee.

### **COMMITTEES AND BOARDS**

57. The Leadership may appoint committees and boards whose members will hold their offices at the pleasure of the Leadership and will submit a report in writing to the Leadership at least twice per year. The Leadership shall determine the duties of such committees or boards and may fix by resolution, any remuneration to be paid. The membership of any committee or board may be altered at any time. No committee or board at anytime shall have power to act on behalf of the Association or the Leadership unless expressly authorized to do so in writing by the Leadership.

### **REMOVAL OF OFFICERS AND EMPLOYEES**

58. An officer may be removed or suspended from office:
  - (a) by a resolution of the Delegates at an Annual General Assembly or Special Assembly;
  - (b) by a resolution passed by at least three-quarters (3/4) of the Leadership present at a meeting of the Leadership if:
    - (i) the Leadership considers that any officer has conducted himself/herself in a manner gravely detrimental to the interest or reputation of the Association ;

- (ii) the officer is first advised in writing at least fourteen (14) days prior to the meeting of the Leadership with a concise statement of grounds for his/her dismissal and shall be entitled at that meeting to make a statement in explanation and defence of his/her conduct.
59. If any individual is guilty of disorderly conduct or disruptive behaviour at any meeting of the Association, the Leadership shall have the right to require such person to leave such meeting after making a resolution passed by at least three-quarters (3/4) of the Leadership actually present at the meeting.
60. Any employee whose services have been terminated or suspended or who claims serious maltreatment may appeal in writing to the Executive Committee and ask for a hearing of his/her case. The Grand Chief will advise the employee in writing of the date, time and place where his/her appeal will be heard. The decision of the Executive Committee shall be final.

### **INDEMNIFICATION OF DIRECTORS AND OFFICERS**

61. Every Leader or officer of the Association or other person who has undertaken or is about to undertake any liability on behalf of the Association or any company controlled by it and their heirs, executors or administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Association, from or against;
- (a) all costs, charges and expenses which such Leader, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him, or in respect of any act, deed, matter of thing whatsoever, made, done or permitted by him, in or about the execution of the duties
  - (b) all other costs, charges and expense which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by their own wilful neglect or default.

### **EXECUTION OF INSTRUMENTS**

62. Contracts, documents or any instruments in writing requiring the signature of the Association, shall be signed by any two officers and all contracts, documents and instruments in writing so signed shall be binding upon the Association without any further authorization or formality.
63. The Leadership shall have power from time to time by resolution to appoint an officer or officers on behalf of the Association to sign specific contracts, documents and instruments in writing.
64. The Leadership may give a power of attorney to any registered dealer in securities for the purpose of transferring of and dealing with any stocks, bonds, and other securities of the Association.

- 65. For the purpose of the execution of documents the Executive Director shall be considered one of the two officers eligible for signatures.
- 66. The seal of the Association when required maybe affixed to contracts, documents and instruments in writing signed as aforesaid or by any officer or officers appointed by resolution of the Leadership.

### **RECORDS**

- 67. The Leadership shall see that all necessary books and records of the Association required by the by-laws of the Association or by any applicable statute or law are regularly and properly kept.
- 68. The books and records of the Association shall be open to inspection by members at the Head office of the Association upon written request to the Executive Director or otherwise as the Leadership may determine or direct.
- 69. Records shall be kept and minutes taken of each Annual General and Special Assembly. Minutes of Assemblies shall be confirmed and approved by the next Annual General Assembly.
- 70. Records shall be kept and minutes taken of Leadership meetings. Minutes of Leadership meetings shall be confirmed as being accurate and signed by the Grand Chief after approval by the Leadership at the next regularly scheduled meeting. Each Dehcho First Nation shall receive a copy of such minutes.
- 71. Records shall be kept and minutes taken of Executive Committee meetings. Minutes of executive Committee meetings shall be confirmed as being accurate and signed by one member of the Executive Committee. Approved minutes of the Executive Committee shall be forwarded to the Leadership for review and ratification. Decisions of the Executive Committee are to be reviewed and ratified by the Leadership quarterly.

### **FINANCIAL YEAR END**

- 72. Unless otherwise ordered by the Leadership, the fiscal year end of the Association shall be March 31 of each year.

### **AMENDMENT OF BYLAWS**

- 73. The By-laws of the Association may be rescinded, altered or added to by a majority vote of the Annual General Assembly or by two-thirds (2/3) vote of a Special Assembly and not otherwise.
- 74. By-Law Amendments at a special assembly can only take place if the special assembly was scheduled for that purpose.
- 75. Notice of a proposed amendment, rescission or replacement to these by-laws shall be given at least fourteen (14) days prior to an Annual or Special Assembly.

76. Notice of a proposed amendment, rescission or replacement to these By-laws may be waived partly or completely by a two-thirds vote of an Annual or Special Assembly.

**AUDITOR**

77. The Members shall, at each annual meeting, appoint an auditor to audit the accounts and annual financial statements of the Association for report to the members at the next annual general assembly meeting.
78. The auditor shall hold office until the next Annual General Assembly. Leadership may fill any vacancy in the office of the auditor.
79. The remuneration of the auditor shall be authorized by the Leadership.

**DISPUTES:**

80. Any dispute concerning:
- (a) the interpretation of these By-laws;
  - (b) the selection of delegates to an Annual or Special Assembly; and
  - (c) any other matters of an internal nature

shall be referred to the Executive Committee for decision. The decision of the Executive Committee may be appealed in writing, to the Leadership, who shall provide a written decision within thirty (30) days of such reference and whose decision shall be final.

**GENERAL**

81. The operations of the Association shall be conducted on a non-profit basis, and any profits or other accretions to the Association shall be used in promoting its objects.
82. Upon Dissolution or winding-up of the Association assets, after payment of liabilities, shall be distributed to the Association members.
83. In these by-laws and in all other by-laws of the Association hereafter passed unless the context otherwise requires words importing the singular number of the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.