

**Bylaws  
Central California Tribal Chairpersons' Association  
(CCTCA)**

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**Article I. General Information**

**Section 1.01 Name**

The name of this organization shall be the Central California Tribal Chairpersons' Association (hereinafter referenced as the "Association" or "CCTCA").

**Section 1.02 Eligibility/Territory**

Federally recognized Tribal governments are eligible for membership in the Association. The sovereign interests and territory served by the CCTCA shall be for those Tribes located within the geographic boundaries of the counties the Bureau of Indian Affairs (BIA) has identified as within the agency's Central California Region. Such counties include:

Amador County	Kern County	San Joaquin County
Butte County	Kings County	Sonoma County
Colusa County	Lake County	Tehama County
El Dorado County	Madera County	Tulare County
Fresno County	Mendocino County	Tuolumne County
Glenn County	Mono County	Yolo County
Inyo County	Placer County	Yuba County
	Sacramento County	

A list of all Tribes located within the Central California Region is attached as Tab A.

**Section 1.03 Definitions**

Association – Central California Tribal Chairpersons' Association, also known as CCTCA (and vice versa).

Chairperson – Duly elected leader and highest elected official of the Member Tribe's governing body.

Due Process Policy – A policy adopted by the Association to outline the due process rights of CCTCA Member Tribes' (as well as the rights of their representatives) in connection with potentially adverse determinations by the CCTCA or Governing Board.

Ethical Code of Conduct - Code adopted by the Association with respect to the ethical obligations of each Member Tribe. Such Code shall provide, at a minimum, that

any representative of a Member Tribe, Governing Board member, or other individual in the position of providing advice to the Association shall disclose to the Governing Board any past, current, or prospective relationships relevant to any matters that come before the Association, whether such relationships are personal, financial or otherwise. A relationship shall be considered “relevant” if a reasonable person would have concern that such relationship may influence a recommendation or action of the Association or Governing Board. All such disclosures shall be made timely in order to provide the Association or Governing Board a meaningful opportunity to assess and understand such relationship, and also to avoid the perception of a conflict of interest.

Fiscal Policy – Policy adopted by the Association’s Member Tribes to outline authorized expense reimbursements to CCTCA Member Tribes and members of the Governing Board.

Governing Board – five elected officials, including Chairperson, Vice Chairperson, Secretary, Treasurer and At-large Members. Only Chairpersons from the Member Tribes can be elected officials of the CCTCA Governing Board.

Indemnity Policy – Policy adopted by the Association’s Member Tribes to govern any rights of defense and indemnity to which members of the Governing Board may be entitled (e.g., in connection with potential lawsuits brought against the Governing Board in the course of its duties for the CCTCA).

Member Tribe – Tribe located within the Central California Region as noted in Exhibit A that has paid the annual dues.

Non-Disclosure/Confidentiality Agreement – Document to address the extent to which CCTCA Members Tribes are obligated to maintain the confidentiality of particular information and documents produced by or involving the CCTCA. Terms and conditions of said Agreement are to be developed pursuant to a Confidentiality Policy to which all Member Tribes agree.

Principal Office – Shall have the definition set forth in Section 1.06, subject to the discretion of the CCTCA Member Tribes.

Right to Dissent – Any Member Tribe has a right to dissent with a majority decision. The dissenting Member Tribe may request that such dissent, and the reasons for that action, be documented in the CCTCA meeting minutes. No punitive action by the majority may result from a Member Tribe’s dissent. Nevertheless, the majority decision should be honored and respected by all Member Tribes, especially in a public forum, in support of the Mission and Purpose of the CCTCA.

Tribal Quorum – At an Association Meeting, a quorum constitutes a simple majority of the Member Tribes.

Alternative Tribal Representative – For purposes of these Bylaws, Alternative Tribal Representative shall mean a member of the Member Tribe’s governing body who is designated by that Member Tribe to participate in the CCTCA, and cast votes in the absence of the Member Tribe’s Chairperson. This person may be the Vice Chairperson of the Member Tribe’s governing body. Absent the approval of the CCTCA, and amendment of these Bylaws, no Alternative Tribal Representative is eligible to sit on the CCTCA’s Governing Board.

**Section 1.04 Dues**

The CCTCA shall be funded through the payment of annual dues by participating Tribes from the above Central California Region (“Member Tribes”), with the amount of the annual dues to be set in the discretion of the Association every year:

Member Tribes shall pay at least \$1,000 per year, with \$1,000 to be the cap for the first annual membership dues.

In the discretion of the Interim Board, the Interim Board may waive the annual dues for any particular Member Tribe upon that tribe’s showing of hardship associated with the payment of said dues.

Dues shall be used for reasonable expenses identified within an approved budget or otherwise approved by the Governing Board and found to be in the interest of the Association and consistent with its Mission and Purpose, as delineated in Article II below.

Tribes that seek to participate in the Association shall pay their initial dues following the adoption of these Bylaws, or as the case may be, within 30 days of the submission of the particular Tribe’s authorizing Resolution embodying its approval to join the Association, subject to the existence of a bank account in the name of the CCTCA and the development of a Fiscal Policy. Thereafter, annual dues shall be paid during January of each year, and before any election during January.

**Section 1.05 Fiscal Year**

The fiscal year shall be October 1 to September 30.

## **Section 1.06 Principal Office**

- (a) The Association's principal office location may be designated the official tribal governmental address of the current duly-elected Chairperson of the Governing Board ("Principal Office"). Upon the election of a new Association Chairperson, the Principal Office would transition immediately to the official tribal address of that newly elected Chairperson. (See Article V, Elections, Section 5.02, Terms.)
- (b) Alternatively, in the discretion of the CCTCA's Member Tribes, the Principal Office may be maintained at a fixed location as specified by the Member Tribes...In all events, wherever the CCTCA Member Tribes elect to fix the Principal Office, said Office shall be located on Indian trust lands, within the sovereign territory of a Member Tribe. In addition, and subject to Section 1.07, all CCTCA documents and records shall be securely maintained so as to protect against access to said documents and records by unauthorized persons.

## **Section 1.07 Records**

The records of CCTCA meeting proceedings, reports, budgets, etc., shall be maintained at the Principal Office (or, in the discretion of the Governing Board, accessible in the "cloud" from a computer server maintained within a Member Tribe's sovereign territory). Said records shall be maintained securely and separately from any Member Tribe's official records. Such records shall be managed in a filing system that will easily transfer in the event the CCTCA members elect the Principal Office to transfer to that of the Association Chairperson's Member Tribe's office upon transition of Association leadership.

## **Section 1.08 Confidentiality**

Some information provided to, and recommendations developed by, the Governing Board and Association constitute sensitive, strategic and/or proprietary information which shall be held in the strictest confidence. Such information may include issues of interest and import to the Association and strategies or action plans related to same, sensitive financial information, personal information about individual representatives, and/or sensitive or proprietary information relating to Member Tribes or their respective operations. Each Member Tribe's representatives shall be bound by a Confidentiality Policy, which each Member Tribe shall receive and acknowledge the receipt of. The Association or a Member Tribe may determine a Non-Disclosure/Confidentiality Agreement is necessary to protect certain confidential information from disclosure. Upon such time that a Non-Disclosure/Confidentiality

Agreement is determined to be necessary, the Association and Member Tribes will execute a mutually agreeable Non-Disclosure/Confidentiality Agreement.

### **Section 1.09 Sovereignty Preserved**

As a participant in this Association, which itself is dedicated to advancing the collective interests of the participating sovereign tribal governments, each Member Tribe retains its sovereign status. Nothing within these Bylaws may be construed to be a consent or submission by the Member Tribe to the power, jurisdiction or regulatory authority of any other entity, including the Association itself, and each Member Tribe's sovereign immunity shall remain intact. This explicit preservation of each Member Tribe's sovereign authority and immunity extends to every representative Tribal official, employee, entity, or other agent, all of whom participate in this inter-tribal entity in the course and scope of their official capacities for, and on behalf of, their respective participating Member Tribes.

### **Section 1.10 Inter-Tribal Entity**

Consistent with the preservation of each Member Tribe's sovereignty under Section 1.09 above, the CCTCA shall be organized as an inter-tribal entity incorporated and sanctioned by each Member Tribe in its sovereign capacity. As an inter-tribal entity designed to achieve the respective and collective sovereign interests of each Member Tribe, and by the sovereign authority of each Member Tribe, the Association shall not be a creature of state law, but rather, an inter-tribal entity maintaining and exercising the authority vested by its sovereign participants. As the Association acts on behalf of, and in the interest of, its sovereign Members Tribes, it is hereby intended and declared to constitute an "arm" of each participating Tribal government, possessing all of the same rights and privileges of such sovereign participants, including, but not limited to, sovereign immunity. The Governing Board is authorized to explore and present legal structures designed to protect and enhance the Association's sovereign authority.

### **Section 1.11 Unrestricted Collaboration**

Nothing in these Bylaws shall restrict any Member Tribe from actively pursuing any funding, effort or collaboration with other public or private agencies for any project that is or may be undertaken by any Member Tribe, either on its own or in conjunction with any other entity including, but not limited to, another Tribe; a federal, state, or local government agency; or other public or private agency, entity, corporation, institute, foundation, or non-profit organization.



## **Section 1.12 Association Identification**

The Association shall design, adopt, and use a logo or trademark to be consistently used in official documents, communications, public relations materials, advertisements, and/or other imagery produced or distributed on its behalf. To maintain conformity in the use of such Association imagery, and because, in the discretion of the CCTCA, the Principal Office may rotate with the election of each Association Chairperson, such a logo shall be consistently used in electronic form and affixed to regular, 20 lb., white paper stock.

## **Section 1.13 Official Formation**

The official formation of the CCTCA will be completed with the submission of a Tribal Council Resolution chartering this inter-tribal entity, and the adoption of these Bylaws, which shall then be followed by the election of the Governing Board. (See Article V, Elections, Section 5.01, General Provisions). The Tribal Council Resolution must be submitted prior to the election to qualify the Member Tribe's Chairperson to run for the CCTCA Governing Board, and prior to the right to cast a vote in the election of the Governing Board.

## **Section 1.14 Compensation/Reimbursement**

There shall be no compensation for Governing Board members or other Association members contributing to the work or mission of the CCTCA. Any Member Tribe wishing to sponsor a project or provide services shall do so voluntarily as an additional contribution to supporting the efforts of the Association.

Notwithstanding the foregoing, and subject to the terms and conditions of the Fiscal Policy adopted by the Member Tribes of the CCTCA, Member Tribes and members of the Governing Board may be reimbursed for reasonable out of pocket costs incurred by Member Tribes or their representatives in the performance of their duties for the CCTCA and in the interest of the CCTCA.

## **Section 1.15 Dissolution**

The Association may be dissolved by a 75% vote of the Member Tribes, by order of a court to which the Association consents to jurisdiction, or by failing to hold a meeting for three (3) consecutive years. Upon dissolution of this organization, the Association assets remaining after payment or provision of payment of all Association debts and liabilities shall be distributed to Member Tribes in an amount equal but proportionate to the annual dues paid pursuant to Section 1.04. If there are insufficient funds to cover the full annual dues, an equal amount will be provided, pro rata, to each

of the Member Tribes who paid dues pursuant to Section 1.04. Any other remaining amounts shall be donated to a Native American non-profit organization, in the discretion of the then elected Governing Board, such as the California Tribal College.

## **Article II. Mission, Purpose, Priorities**

### **Section 2.01 Mission Statement**

The CCTCA's members are tribal leaders collaborating, promoting, improving, and advocating for tribal sovereignty, natural and cultural resource protection, health and wellness of Native people, education, non-gaming economic development for Tribal governments, and other priorities identified by individual Member Tribes and approved by the CCTCA as a common goal or issue.

### **Section 2.02 Purpose**

The purpose of the CCTCA is to:

- (a) Coordinate, communicate, and collaborate on issues of mutual concern in an open forum;
- (b) Educate and advocate for tribal sovereignty and policy issues on local, state, and national levels;
- (c) Raise awareness and create opportunities for tribal communities, both in connection with local communities and beyond;
- (d) Promote safe, livable, and sustainable tribal communities;
- (e) Facilitate collaboration and agreements on issues of multi-tribal interests;
- (f) Seek funding for common interests where such does not adversely impact or otherwise reduce funding available to American Indian tribes;
- (g) Address issues and seek solutions to problems involving transportation and water resources among Central California tribes.

### **Section 2.03 Tribal Nation Priorities**

Each CCTCA Member Tribe will identify its five highest priorities, and Tribal priorities shall be summarized and placed before the CCTCA for discussion and consideration, for purposes of identifying the CCTCA's priorities. The subject of priorities may be revisited and updated from time to time at the request of the Governing Board and/or any Member Tribe.

## **Article III. Membership**

### **Section 3.01 Appointment by Resolution**

Membership shall be completed through submission of two successive resolutions, the first, constituting a particular Tribe's vote to join the Association as a Member Tribe, and the second, constituting the Member Tribe's vote to collectively charter the Association with other Member Tribes. By separate or joint Resolution, each Member Tribe shall appoint two individuals, the Tribe's Chairperson and another officer or member of that Tribe's governing body (e.g., Tribal Council, Executive Board, General Council, Community Council, as the case may be) to act as the Tribal Member representatives to the Association.

The Tribe's Chairperson shall be eligible to represent his or her Member Tribe, and cast votes, at all meetings of the CCTCA. The other Tribal appointee shall be the next highest senior office to the Member Tribe's Chairperson, or in the absence of such identified seniority, shall be a member of the Tribe's governing body and designated as the alternative "tribal representative" eligible to represent his or her Member Tribe, and cast votes, at any meetings of the CCTCA that the Tribe's Chairperson is unable to attend. For ease of reference and purposes of these Bylaws, this individual shall be identified herein as the Member Tribe's Alternative Tribal Representative.

### **Section 3.02 Voting**

- (a) By the Association Member Tribes:
  - (i) A quorum constitutes a simple majority of the Member Tribes ("Tribal Quorum") and a Tribal Quorum must be present at a duly noticed meeting in order to conduct business on behalf of the Association, including, but not limited to, holding a vote on any particular proposal or course of action. A simple majority vote of the Tribal Quorum shall be required for any decision to be regarded as an act or decision of the Association. No voting can be done without a quorum present at a duly noticed meeting for Member Tribes.
  - (ii) Each Member Tribe shall possess equal voting rights on matters that come before the Association, meaning each Tribe possesses a single vote. Member Tribe representatives must cast their votes in person, or by voice vote via telephone or audio/video conference, during the duly-noticed meeting at which a Tribal Quorum is present. The only person who is authorized to vote on behalf of a Member Tribe is the Chairperson, or in the Chairperson's absence,

the Alternative Tribal Representative of the Member Tribe (as defined herein).

- (b) By the Governing Board:
  - (i) A simple majority vote of the Governing Board (with a quorum constituting three of the five elected members) shall be required for any act or decision of the Governing Board.
  - (ii) No voting can be done without a quorum present at a duly noticed meeting for the Governing Board.
- (c) Minutes shall be taken for all meetings and action items shall be recorded (whether at an Association meeting or at a Governing Board meeting.)

### **Section 3.03 Right to Dissent**

Any Member Tribe has a Right to Dissent, as defined herein, with a majority decision.

## **Article IV. Governing Board**

### **Section 4.01 Composition**

The Governing Board of the CCTCA shall consist of five elected officials, and in particular, four elected officers (Chairperson, Vice Chairperson, Secretary and Treasurer) and one elected At-Large member. Only Chairpersons from the Member Tribes can be elected officials of the CCTCA Board.

### **Section 4.02 Duties**

The Governing Board will strive to carry out the Mission and Purpose of the CCTCA by developing agendas on topics of interest to be considered and discussed, policies and procedures, maintaining official records, monitoring activities pertaining to CCTCA issues and areas of interest, and hiring staff if needed.

### **Section 4.03 Transacting Business**

The Governing Board shall operate under the following guidelines:

- (a) Policies and procedures, budget, annual operating and fiscal reports shall be approved by a simple majority vote of the Association's Member Tribes, at a duly noticed meeting at which a Tribal Quorum is present. (See Article III, Voting, Section 3.02).

- (b) Subject to Section 4.02(c) below, the Governing Board may only encumber Association assets or financially obligate the Association by a simple majority vote of the Member Tribes, at a duly noticed meeting at which a Tribal Quorum is present.
- (c) Subject to a duly adopted Fiscal Policy, the Association Chairperson may approve reasonable and necessary expenditures totaling less than \$500 between Association meetings, and reasonable and necessary expenditures over \$500 may be made between meetings, but only with the concurrence of a majority of the Governing Board.
- (d) The Governing Board may conduct meetings in any convenient manner, including, but not limited to, convening Member Tribes to meet in person, by telephone, audio or video conference call, and electronically via the Internet (e.g., an online meeting). However, no Governing Board meetings held in Executive Session may occur telephonically, by video or audio conference call, or electronically, and all votes during Executive Session must be cast in person.
- (e) To allow for ease in transacting business, Governing Board discussions need not be held with all Board members simultaneously; however, minutes should be taken of all such discussions, and an Officer shall be designated to keep all Governing Board members apprised of discussions/decisions.
- (f) Consensus by a majority of the Governing Board shall be required for recommendations to be submitted to the Association for action.

#### **Section 4.04 Tribal Preference**

The CCTCA shall give preference to tribally-owned businesses or entities after completing a competitive bidding process as outlined in Section 7.01.

#### **Section 4.05 Forming Committees**

The Governing Board shall have the ability to establish committees by motion as it deems necessary. The Board shall establish the function of the committees and they shall operate under the Board's general supervision. The Board shall define and approve the purview and authority of such committees, however, a committee may not assume the authority to establish policy or make financial commitments.

#### **Section 4.06 Developing Policies and Procedures**

The Governing Board shall develop, or delegate the development of, codes, policies and procedures to implement the mission and purpose of the CCTCA, to protect

the integrity of the CCTCA, and to effect its efficient operation. Such may include a Fiscal Policy, a Code of Ethics, and procedures governing the removal of elected members of the Governing Board.

## **Article V. Elections**

### **Section 5.01 General Provisions**

- (a) **Elections Generally.** Election of Officers and the At-Large Member of the Governing Board will be held at the meeting at which these Bylaws are adopted and every two years thereafter in January except for the first term. (See Article 5.02, Terms).
- (b) **Eligibility.** The Chairpersons from all Member Tribes are equally eligible for election to the Governing Board, providing the Tribes have paid membership dues. (See Article I, Section 1.04, Dues). Dues may be submitted at the meeting at which an election is to be held, so long as such dues are submitted prior to the nomination process.
- (c) **Election Notice.** A notice of the election shall be issued to all tribes within the Central California Region at least two weeks before the meeting at which the election is to be held, and a copy of the Bylaws and a summary explanation as to the rules governing the election process shall be included with the notice. The notice shall not be limited to Member Tribes who already have paid their dues, but rather, shall extend to all tribes within the Region that may be interested in participating in the Association.
- (d) **Nomination Process.** Candidates shall be nominated from the floor at a duly noticed meeting, and in order to qualify for the election, nominees must be present to accept the candidacy.
- (e) **Order of Nomination/Voting.** The nomination and vote shall occur sequentially with each position, with nominations and votes cast first for Chairperson, then for Vice-Chairperson, thereafter Secretary, then for Treasurer and finally for the At-large Member. (See Article IV, Governing Board, Section 4.01, Composition).
- (f) **Majority Vote Required.** To prevail, the candidate for a particular position must receive a majority vote at an Association meeting at which a quorum is established. If none of the candidates for a particular position receive a majority vote, then there shall be an immediate run off between the persons with the highest number of votes for the position to which they were nominated.
- (g) **Election Committee.** At the meeting at which an election is to be held, the Association shall appoint an Election Committee, for the purpose of

ensuring compliance with these Bylaws and any rules the Association has otherwise adopted to govern an election's process. The Election Committee shall consist of persons present at the meeting and appointed by majority vote of the Member Tribes in attendance. The persons appointed to the Election Committee need not be Tribal leaders, but in any event, may not be nominated to run for any particular position on the Governing Board; stated otherwise, no nominee or candidate may sit on the Election Committee. The Election Committee shall immediately collect and count all votes and directly report the results to the Member Tribes present at the meeting.

### **Section 5.02 Terms**

The Officers of the Governing Board shall be subject to staggered terms. With the exception of the first election, the terms shall be for two years, with the Chairman Treasurer and At-Large Member elected at the same time, and the Vice Chairman and Secretary elected at the same time.

For the purposes of establishing staggered terms, for the first election, the Chairman, Treasurer and At-Large Member will serve from the date of election until the second January following their election, and the Vice Chairman and Secretary will serve until the third January following their election.

All Members of the Governing Board are eligible for re-election and there is no limit on the number of terms for which a member may serve on the Governing Board.

### **Section 5.03 Duties/Responsibilities**

The elected Officers of the Association's Governing Board will have the following duties and responsibilities:

Chairperson: The Chairperson shall set the time, date and agenda for all meetings and preside at all meetings of the CCTCA. The Chairperson shall assume general supervision of the Governing Board as directed by these Bylaws and the Association. The Chairperson shall exercise a vote only in the event of the need for a tie-breaker.

The Chairperson shall convene regularly scheduled meetings and provide minutes to CCTCA Member Tribes.

The Chairperson may speak to third parties on behalf of the CCTCA, as necessary, and at the request of the Association. In any situation, the CCTCA will have

the option of selecting the most qualified Member Tribe representative to speak on behalf of the CCTCA.

Vice Chairperson: The Vice Chairperson shall fulfill the Chairperson's duties in his or her absence. In addition, the Vice Chairperson shall assist in developing policies and procedures; assist with transacting business and other projects; and, on an annual basis, shall provide the Member Tribes a written report of operations and activities for the previous year. This annual report shall be made available to the Governing Board no later than November 15 of each year (except for the first November following the CCTCA's formation), and be presented to the full Association at the Annual Meeting in January.

Secretary: The Secretary shall be responsible for taking and preparing minutes of CCTCA meetings. Minutes shall be presented to the Association for review, consideration and approval at the next scheduled meeting at which a Tribal Quorum is present. Meeting minutes shall be regularly maintained and securely stored at the Principal Office.

Treasurer: The Treasurer shall provide a report of the Association's financial position at each CCTCA meeting, assist in preparation of an annual budget, and make financial information available to the Association members. An annual financial report shall be prepared showing income, expenditures, and pending income. The financial records of the organization shall be made available to the full membership upon request. The annual financial report shall be made available to the Governing Board no later than November 15 of each year (except for the first November following the CCTCA's formation) and be presented to the Association at the January Annual Meeting.

At-Large Member: The At-Large Member of the Governing Board may be called upon to assist with any and all projects, reports, policies, procedures, etc.

#### **Section 5.04 Line of Succession**

- (a) Governing Board Meeting
  - (i) In the absence of the Chairperson, the Vice Chairperson shall preside over the meeting and shall have all rights, privileges, and responsibilities of the Chairperson.
  - (ii) In the absence of the Chairperson and the Vice Chairperson, the Secretary shall preside over the meeting and shall have all rights, privileges, and responsibilities of the Chair.



(b) Association Meeting

- (i) In the absence of the Chairperson, the Vice Chairperson shall preside over the meeting and shall have all rights, privileges, and responsibilities of the Chairperson.
- (ii) In the absence of the Chairperson and the Vice Chairperson, the Secretary shall preside over the meeting and shall have all rights, privileges, and responsibilities of the Chair.
- (iii) In the absence of the Chairperson, the Vice-Chairperson and the Secretary, the Treasurer shall preside over the meeting and shall have all rights, privileges and responsibilities of the Chair.
- (iv) In the event no Officers are present or available, the At-Large Board Member shall preside over the meeting and conduct business.

**Section 5.05 Delegation of Work**

The Governing Board shall have the authority to delegate any of the above-mentioned duties to their respective delegated staff, as needed to carry out the Mission and Purpose of the CCTCA. Such staff shall be subject to the same confidentiality obligations as each Member Tribe.

**Section 5.06 Removal**

A special election may be called by the Governing Board to remove any Member of the Governing Board who has been found to have violated the Ethical Code of Conduct as adopted by the Association; misused CCTCA funds, including, but not limited to, the misappropriation or embezzlement of such funds; or committed any crime of moral turpitude, whether or not such act occurred in his or her official capacity as a representative of or participant in the Association. A member of the Governing Board also may be removed for failure to participate (by telephone or otherwise) in three successive, regularly-noticed meetings of the Association.

A 2/3 majority vote of a Tribal Quorum shall be required to remove a Member from the Governing Board.

The Governing Board, or a committee established by the Governing Board, shall establish policies and procedures designed to provide due process protections to the elected member of the Governing Board subject to removal, including a notice and opportunity to respond to any asserted basis for removal. Other protections may include a hearing before the Association and the right to an appeal.

## **Section 5.07 Vacancies/Resignations**

In the event a member of the Governing Board loses his or her eligibility to sit on the Governing Board (by virtue of his or her failure to be re-elected as Chairperson of his or her Tribe), or alternatively, in the event the member of the Governing Board is removed (see Article V, Elections, Section 5.06, Removal), resigns his or her position or becomes otherwise unable to serve (e.g., through death or serious illness), then a Vacancy shall be deemed to exist. In that event, the Member Tribes shall fill the seat by nomination and vote, at the next regularly scheduled meeting, or alternatively, at a Special Meeting convened by a simple majority of the Governing Board.

## **Article VI. Meetings**

### **Section 6.01 Host Tribe**

Where feasible, meeting locations shall occur within a Member Tribe's sovereign lands and rotate throughout the CCTCA territory with consideration being given to relative ease of travel, meeting space, and staffing. Meetings may occur outside a Member Tribe's sovereign territory if, in the discretion of the Interim Board, it is not feasible or practical to meet on any Member Tribe's Indian lands for a particular purpose or reason. In the absence of dedicated CCTCA staff, the host Tribe shall provide administrative staff and technical support required to organize and manage the meeting. Member Tribes shall be responsible for covering the costs of the meeting materials, technical support, refreshments, etc. Pursuant to a Fiscal Policy, those Member Tribes who have demonstrated a financial hardship may receive reimbursement from the Association for costs they incur to host a meeting, up to a cap set by the Association in its discretion. A Member Tribe may decline to host the meeting for any reason.

### **Section 6.02 Annual Meeting**

An Annual Meeting shall be held every January. Elections shall be conducted during the Annual Meeting every two years, subject to Article V, Sections 5.01 and 5.02.

### **Section 6.03 Regular Meetings**

The CCTCA shall hold quarterly meetings, with the January meeting deemed the Annual Meeting. The CCTCA shall meet monthly during the first year of existence. The Association may meet more frequently as the Governing Board determines business needs dictate or as the Member Tribes desire.

#### **Section 6.04 Special Meetings**

The CCTCA Chair may call a Special or Emergency Meeting, as necessary, and shall designate the date, location, time, and participation options for such meetings.

#### **Section 6.05 Alternative Means of Participating in Meetings by Member Tribes**

While in person attendance is encouraged at meetings, Member Tribes may participate in meetings electronically (the Internet), or via telephone or audio/video conference call, so long as all participants may be heard. In the event of such participation, all such Member Tribes shall participate in a secure location such that the CCTCA meeting may not be heard and/or viewed by any unauthorized person. Moreover, consistent with the rules governing any Governing Board meetings (see Article IV, Section 4.03(d)), no portion of an Association meeting held in Executive Session may occur telephonically, electronically, or by audio/video conference, and in such event, in person participation (and voting) is required.

#### **Section 6.06 Quorum**

Association meetings may proceed with action on official business only if a Tribal Quorum, which constitutes a simple majority of the Member Tribes, is convened (in person, electronically, telephonically, or by audio/video), and herein referenced as "Tribal Quorum." (See Article III, Voting, Section 3.02). A quorum of the Governing Board, which is three of the five elected members, must likewise be in attendance in order for official business to proceed at a duly noticed meeting.

A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of a Member Tribe, if any action taken is approved by at least a majority of the required quorum for that meeting.

Every act or decision done or made by a simple majority of a Tribal Quorum at a duly noticed meeting shall be regarded as the act of the Association. (See Article III, Voting, Section 3.02). If a Member Tribe, or representative of the Member Tribe, is disqualified from participating in a vote on an item before the Association for reasons of conflict of interest per Section 7.01, the conflicted Tribe or individual shall be deemed not present for the consideration of determining whether a quorum exists for action on that item.

## **Section 6.07 Meeting Notice/Agenda**

All Member Tribes may request topics to be discussed by or presented to the Association and such request will be honored. With the exception of the longer notice that shall be required for meetings at which elections shall be held (see Article 5, Section 5.01, Election Notice), notice of all CCTCA meetings and a draft agenda shall be provided to the Governing Board at least two weeks prior to the meeting and to all Member Tribes at least five calendar days prior to the meeting.

Any policies, budgets or other documents for which Member Tribes' approval will be sought at a duly noticed meeting should be provided to the Member Tribes in advance of the meeting, and should, if possible, be included with the notice of said meeting to the Member Tribe. All notices under these Bylaws may be electronically delivered.

The agenda shall include, at a minimum, the following routine items: 1) call to order, 2) roll call, 3) confirming a quorum is present, 4) request for additions or deletions to, and approval of, the agenda, 5) approval of prior meeting minutes, 6) the Secretary/Treasurer's financial summary, and 7) setting the time and place of the next meeting.

Any representative of a Member Tribe who attends a meeting waives any claim of defects in the notice of the meeting he or she may or may not have received.

## **Section 6.08 Parliamentary Procedures**

CCTCA meetings shall be conducted based primarily on Robert's Rules of Order. Other forms of decision-making, such as voice voting and group consensus, may be utilized when appropriate in the discretion of the Governing Board.

## **Article VII. Conflicts of Interest/Ethical Standards**

### **Section 7.01 Conflict of Interest**

- (a) Any appointed representative of a Member Tribe, or elected member of the Governing Board, shall be disqualified from voting on any matter if:
  - (i) The individual (or immediate relative of the individual) possesses a personal financial interest in, or some material benefit will be received from, the subject of the discussion or the vote; or
  - (ii) An individual representative (including his or her immediate relative), or a Member Tribe, is affiliated with or has a personal

financial interest in an entity or organization (other than that of their respective Tribe or tribal organization) that is involved in the subject of the discussion or the vote, or that will receive some material benefit from the subject of the discussion or the vote.

- (b) The above shall not disqualify businesses owned by a Member Tribe, individual representative of a Member Tribe, or Governing Board member from engaging in a business relationship with the Association; however, any such transaction or relationship shall be fully disclosed to the Association, and based upon a competitive bidding process of at least three bidders.

### **Section 7.02 Ethical Standards**

All CCTCA Member Tribes are bound by and subject to the Ethical Code of Conduct as adopted by the Association.

## **Article VIII. Indemnification**

### **Section 8.01 Discretionary Indemnity of the Governing Board**

At the recommendation of the Governing Board, and with the support of the CCTCA Member Tribes, the Association may indemnify any representative of a Member Tribe, including former representatives, against all defense costs, legal fees, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by the representative in connection with any legal action brought against him or her by reason of the fact that the person is or was an individual acting on behalf, and in the interest, of the CCTCA.

### **Section 8.02 Discretionary Indemnity of CCTCA Employees, Representatives and Agents.**

At the recommendation of the Governing Board, the Association may indemnify a tribal employee or agent, including persons formerly occupying any such position, against all defense costs, legal fees, expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any lawsuit against them by reason of the fact that the person is or was acting on behalf, and in the interest, of the CCTCA.

## **Article IX. Reimbursement of Expenses**

### **Section 9.01 Expense reimbursements**

The Governing Board shall create a Fiscal Policy to govern the reimbursement of reasonable costs incurred by a Member Tribe or Member of the Governing Board on behalf of, and in the interest of, the CCTCA. All such costs must be reasonable, and covered by the duly adopted Fiscal Policy.

The Indemnity Policy also shall address the defense and indemnity of Member Tribes and members of the Governing Board, pursuant to Article VIII, Sections 8.01 and 8.02. Such Policy shall allow for the transfer of funds in relation to covered lawsuits not to exceed the amount noted in the Policy as approved by the Association.

## **Article X. Amendments**

### **Section 10.01 Amendments**

These Bylaws are enacted with the creation of the CCTCA on the 15th day of October, 2014. All subsequent amendments of these Bylaws shall contain the original date the Bylaws were approved as well as the date of the amendment.

These Bylaws may be amended by majority vote of the Member Tribes at a duly noticed meeting. Proposed amendments to the adopted Bylaws shall be submitted in writing and shall show current verbiage and suggested changes, and shall be distributed to the Governing Board at least ten days in advance of the meeting at which the amendment will be considered. The proposed amendments will then be placed on the agenda of a regular meeting scheduled for the Association. Amendments will become effective upon simple majority vote of a Tribal Quorum of the CCTCA.

**TAB A**  
**Tribes in BIA Central California Region**

	<b>Tribe</b>	<b>County</b>
1.	Benton Paiute Reservation	Mono County
2.	Berry Creek Rancheria	Butte County
3.	Big Pine Paiute Tribe of the Owens Valley	Inyo County
4.	Big Sandy Rancheria	Fresno County
5.	Big Valley Rancheria	Lake County
6.	Bishop Paiute Tribe	Inyo County
7.	Bridgeport Indian Colony	Mono County
8.	Buena Vista Rancheria	Amador County
9.	Cahto Tribal Executive Committee	Mendocino County
10.	California Valley Miwok Tribe	San Joaquin County
11.	Chicken Ranch Rancheria	Tuolumne County
12.	Cloverdale Rancheria	Sonoma County
13.	Cold Springs Rancheria	Fresno County
14.	Colusa Rancheria	Colusa County
15.	Cortina Rancheria	Colusa County
16.	Coyote Valley Reservation	Mendocino County
17.	Dry Creek Rancheria	Sonoma County
18.	Elem Indian Colony	Lake County
19.	Enterprise Rancheria	Yuba County
20.	Federated Indians of Graton Rancheria	Sonoma County
21.	Fort Independence Reservation	Inyo County
22.	Greenville Rancheria	Tehama County
23.	Grindstone Rancheria	Glenn County
24.	Guidiville Rancheria	Mendocino County
25.	Habematolel Pomo of Upper Lake	Lake County

	<b>Tribe</b>	<b>County</b>
26.	Hopland Reservation	Mendocino County
27.	lone Band of Miwok Indians	Amador County
28.	Jackson Rancheria	Amador County
29.	Lone Pine Paiute Shoshone Reservation	Inyo County
30.	Lower Lake Rancheria	Sonoma County
31.	Lytton Rancheria	Sonoma County
32.	Manchester-Point Band of Pomo Indians	Mendocino County
33.	Mechoopda Indian Tribe of Chico Rancheria	Butte County
34.	Middletown Rancheria	Lake County
35.	Mooretown Rancheria	Butte County
36.	North Fork Rancheria	Madera County
37.	Paskenta Band of Nomlaki Indians	Tehama County
38.	Picayune Rancheria of Chukchansi Indians	Madera County
39.	Pinoleville Pomo Nation	Mendocino County
40.	Potter Valley Tribe	Mendocino County
41.	Redwood Valley Reservation	Mendocino County
42.	Robinson Rancheria	Lake County
43.	Round Valley Reservation	Mendocino County
44.	Yocha Dehe Wintun Nation	Yolo County
45.	Santa Rosa Rancheria	Kings County
46.	Scotts Valley Rancheria	Lake County
47.	Sherwood Valley Rancheria	Mendocino County
48.	Shingle Springs Band of Miwok Indians	El Dorado County
49.	Stewarts Point Rancheria	Sonoma County
50.	Table Mountain Rancheria	Fresno County
51.	Tejon Indian Tribe	Kern County
52.	Timbi-Sha Shoshone Tribe	Inyo County



	<b>Tribe</b>	<b>County</b>
53.	Tule River Reservation	Tulare County
54.	Tuolumne Rancheria	Tuolumne County
55.	United Auburn Indian Community	Placer County
56.	Wilton Rancheria	Sacramento County