

GOVERNANCE CODE

2025

Enacted on March 25, 2025

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RECITALS

WHEREAS:

A. Mneemthltet yeeh koo xahtmaskchilwk, koo temskchiwhewh yatlah te temwhoolahwh yeeh toomhtemhtet
(We are the unconquered aboriginal peoples of this land, our mother);
Tehl kqoolhentsooten swhitzetzxtet yeeh toomhtemhtet ksnpee-eelshmenhtemh __ oothl kskgethlkchiwhenhtemh
(The creator has given us our mother, to enjoy, to manage and to protect);
Telhs meeas qchesapihs yeeh koo xahtmaskchilwh koos queleewtx eel toomhtemhtet
(We, the first inhabitants, have lived with our mother from time immemorial);
Yeeh koo S-Ooknahkchinx yeeh tzohchentsootentet koo xeehxeehstim kook gel yayart phchwikstmentem an hchastan yeeh telh toomhtemhtet
(Our Okanagan governments have allowed us to share equally in the resources of our mother);
Loot penhkinh tde xeehzeehxeexmentem yeeh stethltethltet yeeh kgel toomhtemhteet yeeh telh loomhtemh an hchastan yeeh txtdeplahtentet oothl yeeh noonenwheenahtentet
(We have never given up our rights to our mother, our mother's resources, our governments and our religion);
Loot penhkinh koo tdeks ntzespoolawhahx Peenkt kstxtdiplahntemh yeeh telh loomhtemh an hchastantet kook gel yayart telh yarpnah oothl tdeswhoois
(We will survive and continue to govern our mother and her resources for the good of all for all time);
Sts-oomsts yeeh S-Ooknahkchinx (Okanagan Nation Declaration);

B. We are *sqilxʷ/ syilx/ sʔuknaqinx* (Okanagan People) of *snpink'tn* (Penticton) Indian Band who receive our strength from *timixʷ* (all living things) and encompass what is good for our livelihood;

C. We the *sqilxʷ/syilx/sʔuknaqinx* of *snpink'tn* Indian Band are committed to our language and the teachings of our *captikʷɬ* (creation stories and natural laws) and respect that everyone has value and purpose to come together as one;

D. We the *sqilxʷ/syilx/sʔuknaqinx* from *snpink'tn* Indian Band assert and rely on our unextinguished inherent right to self-determination, autonomy, and self-governance, including the right to select our leadership and to develop our own governance structures in accordance with our protocols;

E. We the *sqilxʷ/syilx/sʔuknaqinx* from *snpink'tn* Indian Band do not accept that which is imposed upon us and which conflicts with our *captikʷɬ*;

F. In accordance with our protocols, *snpink'tn* Indian Band *yilmíxʷm* (Chief) and *səxʷkʷ̓ínmaʔm* (Councillor) have engaged with our members who support the passing of this Code;

G. *snpink'tn* Indian Band *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* wish to ensure good governance practices and procedures and follow the will of our members to enact this Code.

THEREFORE, the *snpink'tn* Indian Band *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* at duly convened Council meeting enacts as follows:

PART 1 - GENERAL

TITLE

1 (1) This Code may be cited for all purposes as the *snpink'tn Governance Code, 2024.*

DEFINITIONS

2 (1) In this code, unless the context otherwise requires:

"**AGM**" means the annual general meeting of *snpink'tn* Indian Band that is held once a year to provide financial reporting, budget approval, and reporting or voting on other matters that affect *snpink'tn* Indian Band;

"**apparent conflict of interest**" means a situation in which a reasonably well-informed person would perceive that *yilmíxʷm* or the *səxʷk̓ʷínmaʔm* ability to exercise a power or perform a duty or function of their office or position must be affected by the private interests of the *yilmíxʷm* or the *səxʷk̓ʷínmaʔm*;

"**Band Administrator**" means the person appointed as Band Administrator under the FAL;

"**band meeting**" means a meeting, either indoor, outdoor or online that is open to all members that is accessible, and notice provided at least fourteen (14) days in advance, including the purpose of information sharing, discussion, decision-making or voting;

"**BCR**" means band council resolution;

"***captikʷɬ***" means *sqilxʷ/syilx/sʔukʷnaqínx* creation stories that represent and hold the natural laws, customs, values, governance and principles that together, define and inform *sqilxʷ/syilx/ sʔukʷnaqínx* rights and responsibilities to the land and culture;

"**Chief Financial Officer**" means the person appointed as Chief Financial Officer under the FAL;

"**Code**" means this *snpink'tn Governance Code 2024;*

"**conflict of interest**" means when the *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the person's private interests;

"Council" means the elected leaders of *snpink'tn* Indian Band and includes the *yilmíxʷm* and the *səxʷk̓ʷínmaʔm*;

"**eligible voter**" means a person who:

(a) is a member on the day of the vote; and

(b) is at least eighteen (18) years of age on the day of a vote;

"FAL" means the *Penticton Indian Band Financial Administration Law*;

"**Finance and Audit Committee**" means the Finance and Audit Committee established under the FAL;

"**immediate family member**" means:

(a) spouse,

(b) mother and father,

(c) mother-in-law and father-in-law,

(d) children,

(e) grandchildren,

(f) brothers and sisters, including biological siblings, adopted siblings, foster siblings, and step-siblings,

(g) sister-in-law and brother-in-law,

(h) grandfather and grandmother, and

(i) spouse's grandfather and grandmother;

"**in camera**" means a closed and private session of the *yilmíxʷm* and the *səxʷkʷ̓ínmaʔm*, which only authorized persons may attend;

"**member**" means a person that is registered on the *snpink'tn* Indian Band membership list;

"***nsyilxcən***" means the original language of *sqilxʷ/syilx/sʔukʷnaqínx* people;

"**personal information**" means information about an identifiable individual in the care or control of *snpink'tn* which is protected by law, but does not include the *yilmíxʷm* or the *səxʷkʷ̓ínmaʔm* or an employee contact information or work product;

"**portfolio**" means a specific area of governance responsibility assigned to the *yilmíxʷm* or a *səxʷkʷ̓ínmaʔm*;

"**private interests**" means the *yilmíxʷm* or a *səxʷkʷ̓ínmaʔm* personal and business interests and includes the personal and business interests of:

(a) the *yilmíxʷm* or *səxʷkʷ̓ínmaʔm* immediate family,

(b) a person under the age of eighteen (18) years in respect of whom the *yilmíxʷm* or *səxʷkʷ̓ínmaʔm* or their spouse is a parent or acting in a parental capacity,

(c) a person in respect of whom the *yilmíxʷm* or a*səxʷk̓ʷínmaʔm* spouse is acting as guardian,

(d) a person, other than an employee, who is financially dependent upon the *yilmíxʷm* or *səxʷk̓ʷínmaʔm* or their spouse or on whom the *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* is financially dependent, or

(e) an entity in which the *yilmíxʷm* or *səxʷk̓ʷínmaʔm* or the *yilmíxʷm* or the *səxʷk̓ʷínmaʔm* in combination with any other person described in this subsection has a controlling interest;

"**related body**" means

(a) an agency of *snpink'tn* Indian Band,

(b) any corporation in which *snpink'tn* Indian Band has a material or controlling interest,

(c) any partnership in which *snpink'tn* Indian Band or another related body of *snpink'tn* Indian Band is a partner with a material or controlling interest, or

(d) a trust of *snpink'tn* Indian Band;

"səxʷk̓ʷínmaʔm" means elected *snpink'tn* Indian Band Councillors, but does not include the *yilmíxʷm*, and in *nsyilxcən* means one is trained at a very young age and/or appointed to be a head Chief (hereditary) i.e., salmon chief, hunting chief, war chief, gathering of medicines chief, which they had an area of responsibility to;

"***snpink'tn***" means a place to gather, a place to come back to, and is the placename for Penticton and surrounding area in *nsyilxcən*;

"snpink'tn Indian Band" means the Penticton Indian Band;

"spouse" means, in relation to an individual, a person to whom the individual is married or with whom the individual has lived as a common law partner for at least one (1) year in a marriage-like relationship;

"sqilxʷ/syilx/sʔukʷnaqínx" means the people that have inhabited, defended, and cared for their territory, lands, and resources from time immemorial. They speak *nsyilxcən*, share customs, traditions, and a way of life;

"*tmix*ʷ" means all living things; the animals, plants, medicines, birds, people, etc. that are all attached to the earth. It is the interconnectedness and attachment between all living things. Similarly, two parts together that describe the inter-connectedness and attachment between all living things. It is not a collection of individual strands rather; it references that all living things are attached to one thing that which gives us life;

"*tmxʷulax*ʷ" means land; a physical place, includes the spiritual connection of everything and within; underneath all *tmix*ʷ. It references the three parts all together that describe all living things that are inextricably connected like a spiralling thread interconnected with the earth. All living

things in this world are interconnected/interdependent in relation to one another with no ending; and

"yilmíxʷm" means the *snpink'tn* Indian Band member elected to be Chief in accordance with *snpink'tn Indian Band Custom Election Code*, and in *nsyilxcən* means the one who is responsible for guiding the people, caring for the land and, in a metaphysical sense, for coiling the rope.

INTERPRETATION

3 (1) This Code must be interpreted in a fair, large, and liberal manner and guided by our *captikʷɬ* (creation stories and laws).

3 (2) In this Code:

(a) the use of the word "must" refers to a responsibility that, unless this Code says differently, must be carried out as soon as possible after this Code comes into effect or the event that gives rise to the responsibility;

(b) unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to;"

(c) headings and subheadings are for convenience only, and do not form a part of this Code and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Code;

(d) a reference to a law includes every change to it, every regulation made under it and any law enacted in substitution for it or in replacement of it;

(e) a reference to a government office includes every replacement government office;

(f) unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;

(g) unless it is otherwise clear from the context, the use of the masculine includes the feminine, and the use of the feminine includes the masculine;

(h) where a time is expressed to begin or end at, on or with a specified day, or to continue to or until a specified day, the time includes that day;

(i) where a time is expressed to begin after or to be from a specified day, the time does not include that day; and

(j) where anything is to be done within a time after, from, of or before a specified day, the time does not include that day.

APPLICATION

4 (1) This Code applies to the *yilmíxʷm* (Chief), the *səxʷkʷínmaʔm* (Councillors), employees, and committees of Council.

4 (2) If any part of this Code is held to be invalid by a court of competent jurisdiction, the invalid portion must be removed from the Code and all other parts of the Code must remain in effect.

PURPOSE

5 (1) The purpose of this Code is to:

(a) provide the *yilmíxʷm* (Chief) and *səxʷkʷínmaʔm* (Councillors) with a means to ensure a record of and promote good management, morality, prudence, fairness, and consistency in expressing the will of members;

(b) provide the mandate, objectives, purpose, scope, functions, and rules under which the *yilmíxʷm* and the *səxʷkʷínmaʔm* are expected to operate;

(c) describe the *yilmíxʷm* and the *səxʷkʷínmaʔm* political, administrative, and legal roles and responsibilities;

(d) ensure that there is a standardized method of preparation, review, approval, evaluation, and revision of all *yilmíxʷm* and the *səxʷkʷínmaʔm* decisions;

(e) clarify that the *yilmíxʷm* and the *səxʷkʷínmaʔm* are responsible for strategic planning and visionary leadership, whereas administration is completed by employees under the supervision and guidance of the Band Administrator;

(f) confirm that the *yilmíxʷm* and the *səxʷkʷínmaʔm* must adhere to all applicable laws, bylaws, policies, practices, and procedures; and,

(g) affirm the need to separate *snpink'tn* Indian Band political and administrative functions.

PART 2 – ROLES AND RESPONSIBILITIES

GOVERNANCE PRINCIPLES

6 (1) *captikʷɬ* (creation stories and natural laws) teaches that good governance is based on each member being responsible, respectful, and accountable to teach, love, honour, and provide for each other for a healthy and secure community and governance based on the following key principles:

(a) by understanding and respecting the *tmixʷ* (all living things), we can co-exist with all life-forms;

(b) reciprocity to maintain a balance and equity for the collective and liberty for the individual;

(c) everyone should share equally in the work and the benefits;

(d) consensus-building;

(e) be wise, serious, strong, and pure of heart;

(f) embrace diversity and the rights of all creatures;

(g) members need to be healthy, housed, and protected;

(h) live in harmony by being selfless, inclusive, and democratic;

(i) act in the best interests of members and the *tmix*^{w} when making decisions;

(j) make best efforts to support members when they are in need; and

(k) maintain essential services within budgetary constraints.

GOVERNANCE

7 (1) Subject to sections 7(2) and 7(3), a quorum is five (5) members of Council.

7 (2) Where five (5) or more members of Council cannot vote due to conflicts of interest but two (2) or more members of Council are not in conflict, a quorum is the majority of Council not in conflict.

7 (3) Where a total of less than six (6) but two (2) or more members of Council remain in office and there is less than 18 months to an election, a quorum is a majority of the remaining members of Council.

7 (4) A quorum of Council is the representative body of *snpink'tn* Indian Band.

7 (5) The *yilmíx*^{w}*m* (Chief) and *səx*^{w}*k̓*^{w}*ínmaʔm* (Councillor's) role is political and not administrative.

7 (6) The *yilmíx*^{w}*m* and *səx*^{w}*k̓*^{w}*ínmaʔm* do not exercise individual authority except if authorized to do so by a quorum of Council.

7 (7) The *yilmíx*^{w}*m* and *səx*^{w}*k̓*^{w}*ínmaʔm* must not:

(a) interfere with day-to-day administrative operations unless requested to by the Band Administrator;

(b) undermine the authority of employees of *snpink'tn* Indian Band or related bodies;

(c) instruct employees of *snpink'tn* Indian Band or related bodies to perform any activity that illegal, unethical, dangerous, or exposes *snpink'tn* Indian Band to significant material risk; or

(d) intimidate or abuse political authority over employees of *snpink'tn* Indian Band or related bodies.

7 (8) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must pass a BCR within (30) days of taking office which must authorize the *yilmíxʷm* to declare and to take actions that are reasonably necessary to deal with a public welfare emergency or a natural disaster.

YILMÍXʷM (CHIEF) AND *SƏXʷKʷ̓ÍNMAʔM* (COUNCILLORS) RESPONSIBILITIES

8 (1) The *yilmíxʷm* (Chief) and *səxʷkʷ̓ínmaʔm* (Councillors) are responsible for all matters related to the administration of *snpink'tn* Indian Band whether they have been assigned or delegated to a *snpink'tn* Indian Band officer, employee, committee, contractor, or agent (Schedule A).

8 (2) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* may establish policies and procedures respecting any matter relating to the administration of *snpink'tn* Indian Band.

8 (3) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must establish policies and procedures or give directions respecting *snpink'tn* Indian Band:

(a) short, medium, and long-term strategic plans and priorities;

(b) acquisition, management and safeguarding of assets; and

(c) requirements for related bodies to have appropriate reporting, finance, conflict of interest and human resource policies in place to safeguard the assets of related bodies.

8 (4) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must ensure that all human resources policies and procedures are designed and implemented to facilitate effective internal financial and administrative controls.

8 (5) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must document all of its policies, procedures and directions and make the relevant policy, procedure, or direction available to members and any person who is required to act in accordance with it.

8 (6) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must not establish any policies or procedures or give any directions that conflict with the FAL.

8 (7) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* may establish a policy and bylaw advisory committee.

8 (8) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must consider persons affected by, and any financial implications of a policy, as part of its approval process.

8 (9) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must review policies every three (3) years.

8 (10) The *yilmíxʷm* and *səxʷkʷínmaʔm* must not delegate the following to any of its officers, employees, committees, contractors, or agents:

(a) the approval of *snpink'tn* Indian Band codes, laws and bylaws;

(b) the approval of Council policies, procedures or directions;

(c) the appointment of members and Council representatives to internal and external boards and committees;

(d) the appointment or removal of the Band Administrator;

(e) the approval of borrowing by *snpink'tn* Indian Band;

(f) the approval of *snpink'tn* Indian Band budgets and financial statements;

(g) granting interests in *snpink'tn* Indian Band lands and natural resources; and

(h) the calling of *snpink'tn* Indian Band meetings, referendums, or votes.

ORGANIZATION STRUCTURE

9 (1) The *yilmíxʷm* and *səxʷkʷínmaʔm* are responsible for:

(a) approving the *snpink'tn* Indian Band organizational chart attached as Schedule B, and

(b) ensuring that adequate resources are available to implement and maintain the organizational structure.

LIMITS TO *YILMÍXʷM* (CHIEF) AND *SƏXʷKʷÍNMAʔM* (COUNCILLORS) AUTHORITY

10 (1) The *yilmíxʷm* (Chief) and *səxʷkʷínmaʔm* (Councillors) authority is limited by this Code and reasonable limits imposed by law.

10 (2) The *yilmíxʷm* and *səxʷkʷínmaʔm* authority may be limited by the terms of funding and service agreements.

10 (3) The *yilmíxʷm* and *səxʷkʷínmaʔm* must seek legal advice as required respecting limits to their authority.

10 (4) The *yilmíxʷm* or *səxʷkʷínmaʔm* (Councillors) must not hold the position of Band Administrator or act as interim Band Administrator.

YILMÍXʷM (CHIEF) AND *SƏXʷḴʷÍNMAʔM* (COUNCILLORS) ORIENTATION AND TRAINING

11 (1) The *yilmíxʷm* (Chief) and *səxʷḵʷínmaʔm* (Councillors) must participate in a Council orientation within (30) days of taking office which must include training on:

(a) this Code;

(b) the FAL;

(c) conflicts of interest; and

(d) the governance of related bodies.

YILMÍXʷM (CHIEF) RESPONSIBILITIES

12 (1) The *yilmíxʷm* (Chief) must:

(a) chair and convene all Council meetings under Part 6 of this Code;

(b) act as the signing officer for *snpink'tn* Indian Band if authorized by BCR;

(c) act as the official spokesperson or representative of *snpink'tn* Indian Band at ceremonial or other official functions as required, or delegate this responsibility to an alternate approved by motion or BCR;

(d) speak for and express the approved position of *snpink'tn* Indian Band at public meetings or with media; and

(e) serve as an ex-officio member of all committees and boards.

12 (2) The position of *yilmíxʷm* is deemed to be full-time.

12 (3) If the *yilmíxʷm* is unable to act in their position, removed from office, or if the position becomes vacant, Council will appoint a *səxʷḵʷínmaʔm* (Councillor) by BCR to carry out the duties of the *yilmíxʷm*.

PORTFOLIO HOLDERS

13 (1) The *yilmíxʷm* (Chief) and *səxʷḵʷínmaʔm* (Councillors) may, by BCR, assign specific portfolios to the *yilmíxʷm* or a *səxʷḵʷínmaʔm*, including:

(a) housing, capital projects, public works;

(b) lands, natural resources, and environment;

(c) finance, taxation, and administration;

(d) education, technology, language, and culture;

(e) health and wellness;

(f) social development;

(g) emergency services and community safety;

(h) elders, youth, and recreation; and

(i) economic development and external and inter-governmental affairs.

13 (2) Portfolio holders must review the policies of their portfolio area as soon as possible after their appointment to a portfolio.

13 (3) Portfolio holders may meet with the program manager and the Band Administrator for their portfolio area to determine the priorities and assistance that is expected from them.

13 (4) The general duties of portfolio holders are to:

(a) report to *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* regarding all matters connected their portfolio duties;

(b) recommend *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* actions in relation to their portfolio;

(c) meet with the employee in charge of their portfolio area a minimum of three (3) times a year;

(d) consider and report back to the employee in charge of their portfolio area on all matters referred to that portfolio holder by *yilmíxʷm* and *səxʷkʷ̓ínmaʔm*;

(e) advocate for *snpink'tn* Indian Band with external parties for matters falling within their portfolio area if authorized by BCR; and

(f) serve as a *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* point of contact for members in their portfolio area.

13 (5) Portfolio holders must provide, at a minimum, an annual report to members on their work plan and progress for their portfolio areas at AGM.

13 (6) Unless they are employees acting within their scope of authority as an employee, a portfolio holder may not:

(a) direct employees;

(b) allocate budgets or make financial decisions;

(c) hire or fire employees; and

(d) participate in performance appraisal or other confidential human resource activities.

ROLE OF THE *YILMÍXʷM* (CHIEF) AND *SƏXʷḴʷÍNMAʔM* (COUNCILLORS) AS DIRECT OR INDIRECT SHAREHOLDER OR TRUSTEE

14 (1) The *yilmíxʷm* (Chief) and *səxʷḵʷínmaʔm* (Councillors) may be appointed to act as direct shareholders for one or more related bodies or nominated as a trustee for a trust by BCR.

14 (2) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* must accept an appointment as a direct shareholder of a related body or nomination to be a trustee of a trust.

14 (3) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* may only hold shares in a related body for so long as they remain on Council and must, at the time of accepting a share, sign a consent to automatically transfer their share to another *yilmíxʷm* or *səxʷḵʷínmaʔm*, effective upon their ceasing to hold office.

14 (4) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* acting as a trustee will exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances and follow the requirements as outlined in the trust agreement.

14 (5) Where the shares of a related body are held in the name of *snpink'tn* Indian Band and the *yilmíxʷm* and/or a *səxʷḵʷínmaʔm* exercise the shareholder decision-making powers on behalf of *snpink'tn* Indian Band, the *yilmíxʷm* or *səxʷḵʷínmaʔm* are indirect shareholders.

14 (6) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* acting as direct or indirect shareholders must:

(a) not directly control the operations of related bodies;

(b) be reasonably well informed about business matters and obtain independent legal and professional advice as required;

(c) monitor the performance of all related bodies to ensure that they are well-run and well-managed;

(d) appoint, remove, and determine the compensation of directors;

(e) provide each director with a terms of reference in a similar form to Schedule C;

(f) provide each business entity with a shareholders' letter of expectation in a similar form to Schedule D;

(g) provide an economic advisory committee or body with terms of reference in a similar form to Schedule E;

(h) oversee the strategic direction of business entities and ensure that they are operating in alignment with the best interests of members;

(i) ensure that a confidential file of signed conflict of interest disclosure forms is maintained for all shareholders;

(j) safeguard confidential business information; and,

(k) monitor, record, and report on shareholder attendance at regularly scheduled shareholder meetings as record in meeting minutes.

14 (7) There must always be at least two (2) members of Council acting as direct or indirect shareholders or trustees for related bodies or trusts.

THE *YILMÍXʷM* (CHIEF) OR *SƏXʷḴʷÍNMAʔM* (COUNCILLORS) AS EMPLOYEES

15 (1) The *yilmíxʷm* may not be employed by the *snpink'tn* Indian band or a related body.

15 (2) A *səxʷḵʷínmaʔm* (Councillor) who is also a *snpink'tn* Indian Band or related body employee must not raise matters affecting their employment or department during a Council meeting unless:

(i) the discussion is part of the approved agenda, or

(ii) they are requested to do so by a quorum of Council, and

(iii) must not carry out *yilmíxʷm* (Chief) or *səxʷḵʷínmaʔm* business during their working hours unless they have the advance permission of their supervisor.

PART 3 – CONDUCT OF THE *YILMÍXʷM* (CHIEF) AND SƏXʷḴʷÍNMAʔM (COUNCILLORS)

CONDUCT EXPECTATIONS

16 (1) The *yilmíxʷm* (Chief) and *səxʷḵʷínmaʔm* (Councillors) must comply with all *snpink'tn* Indian Band laws, bylaws, policies and procedures, comprehensive community plans, and must sign and submit the *Oath of Office* (Schedule F), *Oath of Confidentiality* (Schedule G), and *Code of Conduct Declaration* (Schedule H) annually.

16 (2) When exercising a decision-making authority power, duty or responsibility relating to the administration or governance of *snpink'tn* Indian Band or a related body, the *yilmíxʷm* and *səxʷḵʷínmaʔm* must:

(a) act honestly, in good faith and in the best interests of *snpink'tn* Indian Band;

(b) ensure the integrity and dignity of *snpink'tn* Indian Band government, traditions, related bodies, members, and employees;

(c) exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances; and

(d) avoid circumstances that could result in the *yilmíxʷm* or a *səxʷkʷínmaʔm* having a conflict of interest or apparent conflict of interest.

16 (3) The *yilmíxʷm* and *səxʷkʷínmaʔm* must set an example in public and private of good conduct and citizenship in a manner that brings credit to themselves, members, *snpink'tn* Indian Band, and its related bodies.

16 (4) The *yilmíxʷm* and *səxʷkʷínmaʔm* must not willfully misrepresent *snpink'tn* Indian Band.

16 (5) If the *yilmíxʷm* or a *səxʷkʷínmaʔm* has an unresolved concern with the conduct of the *yilmíxʷm* or another *səxʷkʷínmaʔm*, they must bring the matter forward for consideration at a Council meeting.

16 (6) A quorum of Council may determine the position of *yilmíxʷm* and *səxʷkʷínmaʔm* on any matter and *yilmíxʷm* and *səxʷkʷínmaʔm* should act as one when presenting positions and issues to members or the public.

16 (7) The *yilmíxʷm* or a *səxʷkʷínmaʔm* must not publicly criticize the *yilmíxʷm* or another *səxʷkʷínmaʔm.*

16 (8) The *yilmíxʷm* and *səxʷkʷínmaʔm* must work together and encourage each other to be an effective team by:

(a) encouraging one another to respect each other;

(b) ensuring one another fulfils their duties;

(c) focusing on the short- and long-term needs of the members, *snpink'tn* Indian Band, and its related bodies;

(d) providing opportunities for one another to undertake self-development and wellness within budgetary limits; and

(e) assisting the *yilmíxʷm* or a *səxʷkʷínmaʔm* who is having difficulties with their Council duties.

CONFIDENTIAL INFORMATION

17 (1) The *yilmíxʷm* (Chief) and *səxʷkʷínmaʔm* (Councillors) must ensure that confidential information is collected, used, or disseminated in compliance with applicable privacy laws.

17 (2) The *yilmíxʷm* and *səxʷkʷínmaʔm* must establish and implement a policy to ensure that *yilmíxʷm* and *səxʷkʷínmaʔm* records and information containing information that could affect performance, result in financial loss, damage the integrity, image, or operation of *snpink'tn* Indian Band or is considered personal information, is clearly identified as confidential and stored in a way to protect that information.

17 (3) The *yilmíxʷm* and *səxʷkʷínmaʔm* must consider documents containing the following information as confidential:

(a) confidential business and personal information;

(b) legal opinions and advice; and,

(c) human resource matters.

17 (4) The *yilmíxʷm* and *səxʷkʷínmaʔm* will:

(a) only use and share confidential information for the specific purpose for which it was provided and will not release the information to a third party without the written consent of *yilmíxʷm* and *səxʷkʷínmaʔm*;

(b) not use or tell anyone about any information obtained through their role as Council for their personal benefit;

(c) store, transmit and provide confidential information only to those individuals that have the right to access this information; and

(d) will seek guidance from the Band Administrator or legal counsel if in doubt about what is considered confidential.

17 (5) The *yilmíxʷm* and *səxʷkʷínmaʔm* will keep the minutes, records, or proceedings of any in camera meeting in confidence.

17 (6) Breaches of confidentiality by the *yilmíxʷm* or a *səxʷkʷínmaʔm* must be subject to disciplinary action.

CONFLICT OF INTEREST

Duty to Avoid Conflicts of Interest

18 (1) The *yilmíxʷm* (Chief) or a *səxʷkʷínmaʔm* (Councillor) must not place themselves in a situation where their ability to exercise a power or perform a duty or function could be influenced by a private interest.

18 (2) Despite section 18 (1), the *yilmíxʷm* or a *səxʷkʷínmaʔm* private interests do not give rise to a conflict of interest if those interests:

(a) are in common with a majority of other members; or

(b) are so unlikely or minor that they could not be reasonably seen as likely to affect the *yilmíxʷm* or a *səxʷkʷínmaʔm* in the exercise of a power or performance of a duty or function.

Disclosure of Conflicts of Interest

18 (3) The *yilmíxʷm* and *səxʷkʷínmaʔm* must file a written disclosure of their interests to the Band Administrator consistent with the FAL.

18 (4) If a new conflict or perceived conflict of arises, as soon as the *yilmíxʷm* or a *səxʷkʷínmaʔm* becomes aware, they must disclose the circumstances of the conflict of interest or an apparent conflict of interest at the next Council meeting.

18 (5) The *yilmíxʷm* or a *səxʷkʷínmaʔm* must leave for any part of a Council meeting in which the *yilmíxʷm* or *səxʷkʷínmaʔm* alleged conflict of interest is being discussed or voted on unless that person is at the Council meeting to provide information at Council's request.

18 (6) When the *yilmíxʷm* or a *səxʷkʷínmaʔm* must leave a Council meeting under section 18 (5), the minutes of the Council meeting must record that the *yilmíxʷm* or *səxʷkʷínmaʔm* was absent from the Council meeting when the conflict of interest or an apparent conflict of interest was discussed or voted on by Council not in conflict.

18 (7) The *yilmíxʷm* or a *səxʷkʷínmaʔm* must not influence or attempt to influence in any way before, during or after a Council meeting any discussion, or vote on any decision, respecting a decision in which the *yilmíxʷm* or a *səxʷkʷínmaʔm* is in conflict.

18 (8) The *yilmíxʷm* or a *səxʷkʷínmaʔm* who has disclosed a conflict of interest or perceived conflict of interest may vote on the matter in which they have a conflict of interest or perceived conflict of interest only if a quorum of Council not in conflict have determined that the exceptions set out in section 18(2) apply to the matter.

18 (9) The minutes of the Council meeting must record any determination made by Council under section 18 (8).

Apparent Conflict of Interest

18 (10) If the *yilmíxʷm* or a *səxʷkʷínmaʔm* thinks that the *yilmíxʷm* or a *səxʷkʷínmaʔm* has a conflict of interest, they must raise this with Council as soon as they can.

18 (11) If after asking the *yilmíxʷm* or *səxʷkʷínmaʔm* with the apparent conflict of interest that *yilmíxʷm* or a *səxʷkʷínmaʔm* does not acknowledge the conflict of interest, the *yilmíxʷm* or *səxʷkʷínmaʔm* alleged to be in conflict must leave the Council meeting and the remaining members of Council must determine whether the individual has a conflict of interest.

18 (12) The minutes of the Council meeting must record any determination made by Council under section 18 (11).

RESIGNATION OF THE *YILMÍXʷM* (CHIEF) OR *SƏXʷḴʷÍNMAʔM* (COUNCILLORS)

19 (1) The *yilmíxʷm* (Chief) or a *səxʷḵʷínmaʔm* (Councillor) must be deemed to have resigned if they:

(a) provide notice of resignation in accordance with section 19 (3);

(b) are unable to perform the functions of their office for more than six (6) months due to illness; or

(c) have died.

19 (2) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* is encouraged to discuss their resignation with Council or the Band Administrator prior to making a final decision.

19 (3) A notice of resignation may be provided in writing, or orally if recorded in the minutes of a duly convened Council meeting or meeting of members and must be effective the day the resignation is received unless another date is specified by the resigning *yilmíxʷm* or *səxʷḵʷínmaʔm*.

19 (4) Resignations by the *yilmíxʷm* or a *səxʷḵʷínmaʔm* must be confirmed by BCR and members informed through a notice posted in a public area of the *snpink'tn* Indian Band administration building within seven (7) days of confirming the resignation.

PART 4 – RENUMERATION AND GIFTS

GIFTS AND BENEFITS

20 (1) The *yilmíxʷm* (Chief) or a *səxʷḵʷínmaʔm* (Councillors) or person acting on their behalf must not accept a gift or benefit that might be seen to have been given to influence the *yilmíxʷm* or a *səxʷḵʷínmaʔm* in the exercise of their powers or performance of their duties or functions.

20 (2) The *yilmíxʷm* or a *səxʷḵʷínmaʔm* must make a written disclosure of the gift or benefit to the Band Administrator and the gift or benefit must be treated as the property of *snpink'tn* Indian Band.

20 (3) Despite section 20 (1) and 20 (2), a cultural or traditional gift of nominal value such as sage, tobacco or sweetgrass may be accepted by the *yilmíxʷm* or a *səxʷḵʷínmaʔm*.

REMUNERATION AND BENEFITS OF COUNCIL

21 (1) The Finance and Audit Committee and Chief Financial Officer may recommend a change to the *yilmíxʷm* (Chief) and *səxʷḵʷínmaʔm* (Councillor) honoraria and must provide written reasons for any recommendation.

21 (2) The *yilmíxʷm* and *səxʷḵʷínmaʔm* must not approve an increase to their honoraria which has not been recommended by the Finance and Audit Committee and Chief Financial Officer.

21 (3) Any increase in *yilmíxʷm* and *səxʷkʷínmaʔm* honoraria must be part of the approved annual budget.

21 (4) All outgoing *yilmíxʷm* and *səxʷkʷínmaʔm* must receive pro-rated honoraria and meeting attendance payments until the date of the election.

21 (5) All incoming *yilmíxʷm* and *səxʷkʷínmaʔm* must receive pro-rated honoraria and meeting attendance payments from the day after the election.

21 (6) All payments due to outgoing *yilmíxʷm* and *səxʷkʷínmaʔm* must be paid out in January of the year after they cease to hold office.

21 (7) The *yilmíxʷm* and *səxʷkʷínmaʔm* are not eligible for overtime except for emergency services paid by a third party which are authorized by a quorum of Council.

21 (8) The *yilmíxʷm* and *səxʷkʷínmaʔm* may be reimbursed for expenses for approved travel only in accordance with approved policy.

21 (9) The *yilmíxʷm* and *səxʷkʷínmaʔm* must claim reimbursement for expenses for approved travel from a third party if eligible.

21 (10) The *yilmíxʷm* and *səxʷkʷínmaʔm* must not seek reimbursement for travel from *snpink'tn* Indian Band if they have been reimbursed for travel by a third party.

PART 5 - DISCIPLINARY MEASURES

DISCIPLINARY ACTION

22 (1) A *yilmíxʷm* (Chief) or a *səxʷkʷínmaʔm* (Councillor) may be subject to disciplinary action up to or including removal from office if they:

(a) violate this Code, their Oath of Office, their Oath of Confidentiality or the Code of Conduct;

(b) fail to attend three (3) consecutive regular meetings of Council without being excused from attendance by a quorum of Council;

(c) fail to comply with the FAL, this Code, or any other code, law, bylaw, code or regulation in a manner that council determines has caused serious harm to *snpink'tn* Indian Band or a member;

(d) have been convicted of an indictable offence such as murder, robbery, terrorism, drug trafficking, treason, and sexual assaults since their election that is not related to the exercise of Aboriginal rights or title;

(e) accept or offer a bribe, forge a Council document or otherwise act dishonestly in their role;

(f) are negligent in ensuring the safety and protection of members, *tmxʷulaxʷ* (land), or assets;

(g) abuse their office such that the conduct negatively affects the dignity and integrity of *snpink'tn* Indian Band, Council or employees;

(h) encourage, aid, abet, counsel, command or induce others to commit any of the above acts or omissions;

(i) engage in such other conduct as may be determined by a quorum of Council to be of such a serious nature that the removal is necessary and appropriate; or

(j) are subject to a Council investigation that recommends disciplinary action or removal.

22 (2) If a person has reason to believe that the *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* is not complying with this Code, they may make a verbal or written report to the Band Administrator or the *yilmíxʷm*.

22 (3) If a report is made to the Band Administrator or *yilmíxʷm* under section 22 (2), the Band Administrator or the *yilmíxʷm* must refer the matter to legal counsel for direction as soon as practicable.

Inquiry into a Report

22 (4) If legal counsel receives a report under section 22 (3), they may make further inquiries and investigations as required but must make a report to the *yilmíxʷm* and *səxʷk̓ʷínmaʔm* respecting any circumstances reported, including recommendations, if any, within thirty (30) days.

22 (5) If, upon review of a report prepared by legal counsel, a quorum of Council not in conflict determines the allegations are substantiated, Council must raise the concerns with the *yilmíxʷm* or *səxʷk̓ʷínmaʔm* in breach and request corrective action.

22 (6) In the case of a more serious breach or a failure by the *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* to take corrective action, or repeated breaches, Council may suspend the *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* from Council meetings, or initiate their removal from office in accordance with section 23.

22 (7) If a *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* is suspended, they may appeal to Council to have their suspension revoked.

22 (8) A quorum of Council may revoke a suspension if there is suitable evidence that there has been a change in behaviour.

22 (9) If a *yilmíxʷm* or a *səxʷk̓ʷínmaʔm* has been suspended from Council meetings under this Part, the *yilmíxʷm* or *səxʷk̓ʷínmaʔm* is not eligible to receive honoraria until they are reinstated.

22 (10) All reasonable steps must be taken by the Band Administrator and Council to ensure that the identity of the individual who makes a report under section 22 (2) is kept confidential to the extent practicable in all the circumstances.

22 (11) An individual who makes a report in good faith under section 22 (2) must not be subjected to any form of reprisal by the *yilmíxʷm*, a *səxʷkʷínmaʔm*, employee, contractor, or agent of *snpink'tn* Indian Band because of making that report.

22 (12) The Band Administrator must report any breach or suspected breach of section 22 (11) to the *yilmíxʷm* and *səxʷkʷínmaʔm*.

REMOVAL OF THE *YILMÍXʷM* (CHIEF) OR *SƏXʷKʷÍNMAʔM* (COUNCILLORS)

23 (1) The *yilmíxʷm* or a *səxʷkʷínmaʔm* may be removed from office if they:

(a) violate this Code, their Oath of Office, Oath of Confidentiality, or Code of Conduct;

(b) fail to attend three (3) consecutive regular meetings of Council without being excused from attendance by Council;

(c) fail to comply with a *snpink'tn* Indian Band law, bylaw, code or regulation in a manner that Council determines has caused serious harm to *snpink'tn* Indian Band, Council or a member;

(d) are convicted of an indictable offence such as murder, robbery, terrorism, drug trafficking, treason, or sexual assaults that is not related to the exercise of Aboriginal rights or title;

(e) accept or offer a bribe, forge a Council document, or otherwise act dishonestly in their role;

(f) are negligent in ensuring the safety and protection of members, *timixʷ*, *tmxʷulaxʷ*, or *snpink'tn* Indian Band assets;

(g) abuse their office such that the conduct negatively affects the dignity and integrity of the *snpink'tn* Indian Band or Council;

(h) encourage, aid, abet, counsel, command or induce others to commit any of the above acts or omissions; or

(i) engage in such other conduct as may be determined by a quorum of Council to be of such a serious nature that the removal is necessary and appropriate.

23 (2) Proceedings to remove the *yilmíxʷm* or a *səxʷkʷínmaʔm* from office may be initiated by:

(a) any eligible voter submitting a petition to Council setting out:

(i) the grounds on which removal is sought;

(ii) the evidence in support of the removal;

(iii) the signature of the petitioner; and

(iv) the signatures of at least ten (10) percent of eligible voters in support of the petition; or

(b) the *yilmíxʷm* or a *səxʷkʷínmaʔm* submitting a written request to have the matter considered at a Council meeting setting out:

(i) the grounds on which removal is sought;

(ii) the evidence in support of removal; and

(iii) the signature(s) of the *yilmíxʷm* and *səxʷkʷínmaʔm* in support of the removal.

23 (3) Within five (5) days of receiving a petition or request under section 23 (2), the *yilmíxʷm* and *səxʷkʷínmaʔm* must:

(a) place the matter on the agenda for the next regular Council meeting; and

(b) notify the petitioner or requestor and the *yilmíxʷm* or *səxʷkʷínmaʔm* who is the subject of the petition or request in writing of the date and time at which a Council meeting will be held to review the petition.

23 (4) The *yilmíxʷm* or a *səxʷkʷínmaʔm* who is the subject of the petition or request, and the petitioner or requestor, have a right to provide submissions at the Council meeting at which the petition or request is being reviewed.

23 (5) The *yilmíxʷm* or a *səxʷkʷínmaʔm* may request the production of any records or the attendance of any witnesses at the Council meeting at which the petition or request for removal of the *yilmíxʷm* or a *səxʷkʷínmaʔm* is being reviewed.

23 (6) The *yilmíxʷm* or a *səxʷkʷínmaʔm* who is the subject of the petition or request must not vote on any matter related to the petition or request.

23 (7) Within five (5) business days of the Council meeting at which the petition or request is reviewed a quorum of Council must make a decision to:

(a) declare that insufficient evidence was produced to support a removal of the *yilmíxʷm* or a *səxʷkʷínmaʔm* from office and that the yilmíxʷm or *səxʷkʷínmaʔm* will not be removed from Council; or

(b) declare that the *yilmíxʷm* or *səxʷkʷínmaʔm* will be removed from office and that the position held by the *yilmíxʷm* or *səxʷkʷínmaʔm* is vacant; or

(c) refer the matter to a vote of members at a band meeting.

23 (8) The *yilmíxʷm* and *səxʷkʷínmaʔm* must provide written notice of a decision made under section 23 (7) setting out the:

(a) decision;

(b) reasons for decision; and

(c) a process for appealing the decision.

23 (9) The *yilmíxʷm* and *səxʷkʷínmaʔm* must deliver a written notice under section 23 (8) by hand or registered mail to:

(a) the petitioner or requestor; and

(b) the *yilmíxʷm* or *səxʷkʷínmaʔm* who is the subject of the petition or request.

23 (10) If the *yilmíxʷm* and *səxʷkʷínmaʔm* refers a petition or request to a vote at a band meeting:

(a) the band meeting must be held within thirty (30) days of the Council meeting at which the petition was reviewed; and

(b) the petition or request is deemed approved if fifty percent plus one (1) of those eligible voters who participate in the band meeting cast a vote in favour of the petition or request.

REPLACEMENT OF THE *YILMÍXʷM* (CHIEF) OR *SƏXʷKʷÍNMAʔM* (COUNCILLORS) UPON RESIGNATION OR REMOVAL FROM OFFICE

24 (1) A vacancy on Council may only be filled in accordance with the *sn'pintktn Custom Election Code*.

PART 6 – COUNCIL MEETING PROCEDURES

MEETINGS

25 (1) The *yilmíxʷm* (Chief) or *səxʷkʷínmaʔm* (Councillors) must be provided with five (5) business days' notice of regularly scheduled Council meetings.

25 (2) Council meetings must be held every two weeks in the Council boardroom unless an alternate schedule or location is authorized to by Council.

CHAIR

26 (1) The *yilmíxʷm* is the chair for meetings of Council. In the absence of the *yilmíxʷm*, a chair must be chosen by a quorum of Council.

26 (2) Upon a quorum being present, the chair must take the chair and call the meeting to order.

26 (3) The chair must maintain order and decide all questions of procedure.

COUNCIL MEETING AGENDAS

27 (1) Any person may make a request in writing or verbally to present a matter at a Council meeting at least five (5) days before a Council meeting.

27 (2) Requests to present under section 27 (1) must contain adequate supporting information, including an estimate of the time to present.

27 (3) Members may request urgent or new and emerging issues or special circumstances to be added to the agenda.

27 (4) For urgent matters, the *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* may approve additions to the agenda less than five (5) days before a Council meeting or to direct that a special Council meeting be scheduled to address the matter.

27 (5) The order of business at each regular meeting of the Council must be as follows:

(a) determine if a quorum is present;

(b) open with a prayer;

(c) call the meeting to order;

(d) notification of in-camera session;

(e) adoption of the agenda and any changes or additions to the agenda;

(f) conflict of interest disclosures;

(g) reading, correction, and adoption of the minutes of the previous meeting;

(h) unfinished business or action items from previous meetings;

(i) new business;

(j) presentation and reading of correspondence and petitions from members;

(k) presentation and consideration of reports of committees;

(l) presentations from third parties; and

(m) adjournment.

27 (6) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must confine their comments to the agenda item.

27 (7) In the event of more than one member of Council desiring to speak at the same time, the chair must determine who is entitled to speak.

27 (8) The chair or any member of Council may call another member of Council to order while speaking and the debate must then be suspended, and the individual must not speak until the point of order is determined.

MINUTES

28 (1) The chair must ensure that minutes are taken of each Council meeting.

28 (2) The *yilmíxʷm* and *səxʷkʷínmaʔm* must review and approve the minutes, including in camera minutes.

PRESENTATIONS TO COUNCIL

29 (1) A briefing note using the approved format set out in Schedule I must be included for all presentations to Council unless the chair or Band Administrator approve an alternate presentation.

29 (2) The *yilmíxʷm* and *səxʷkʷínmaʔm* must be provided the opportunity to read the full text of the briefing note and associated materials before the Council meeting.

29 (3) A presenter has thirty (30) minutes to make their presentation.

29 (4) The *yilmíxʷm* and *səxʷkʷínmaʔm* has ten (10) minutes to ask questions.

29 (5) A presenter has five (5) minutes to respond to *yilmíxʷm* or *səxʷkʷínmaʔm* questions.

29 (6) The *yilmíxʷm* and *səxʷkʷínmaʔm* may extend time limits for Council presentations as required.

29 (7) After the question period, the *yilmíxʷm* and *səxʷkʷínmaʔm* must approve, reject, amend, or send the matter to administration or a committee for further review or amendment.

DECISION-MAKING AT COUNCIL MEETINGS

30 (1) Motions are oral decisions of Council and are binding if agreed to by a majority of a quorum of Council at a duly convened Council meeting and recorded in the minutes.

30 (2) BCRs are binding written legal instruments if:

(a) approved and signed by a majority of a quorum of Council at a duly convened Council meeting; or

(b) approved and signed after a Council meeting if they contain the same information as a motion approved under section 30 (1), and are signed by the same majority of a quorum of Council who approved the motion;

30 (3) BCRs and motions with no expiration section remain in force unless rescinded.

30 (4) BCRs or motions are required for all binding Council decisions.

30 (5) BCRs must include the elements identified in Schedule J and be written using the current BCR or confidential BCR template.

30 (6) Unless otherwise authorized by Council, each BCR or motion must be on the approved agenda and accompanied by a briefing note.

30 (7) Each BCR or motion must be open for discussion prior to being duly moved, seconded, and considered for approval.

30 (8) All questions before Council must be decided by majority vote of a quorum of Council.

30 (9) A *yilmíxʷm* or *səxʷkʷínmaʔm* who abstains from a vote must provide a reason for abstaining and their vote will not be counted.

30 (10) A tie vote defeats the motion.

30 (11) The *yilmíxʷm* or *səxʷkʷínmaʔm* may require a question or resolution under discussion to be read for their information at any period of the debate but must not interrupt a person who is speaking.

ATTENDANCE AT COUNCIL MEETINGS

31 (1) A quorum of Council must be present in person or by telephone or video conferencing to hold a Council meeting.

31 (2) A *yilmíxʷm* or *səxʷkʷínmaʔm* who attends a Council meeting by video conferencing must have their camera on.

31 (3) A *yilmíxʷm* or *səxʷkʷínmaʔm* who fails to attend three (3) consecutive regular Council meetings without being excused from attendance by a quorum of Council may be subject to removal from office.

31 (4) If no quorum is present within thirty (30) minutes after the time appointed for the meeting, the chair must call the roll and take the names of the Council members present, and Council must stand adjourned until the next meeting.

Members Attending Council Meetings

31 (5) Regular Council meetings which are not in camera must be open to members, but members must not speak unless they have requested to be on the agenda in accordance with section 27.

31 (6) No member may be excluded from a regular meeting except for improper conduct unless the chair directs that the meeting must be adjourned, closed and moved to in camera discussions, or communicable disease restrictions are in place.

31 (7) The chair may expel or exclude any person who causes a disturbance at a Council meeting and the *yilmíxʷm* and *səxʷkʷínmaʔm* may call the RCMP to have the person removed to ensure the safety of the *yilmíxʷm, səxʷkʷínmaʔm*, and employees.

31 (8) Members who engage in peaceful protest must not disturb or impede the rights of *yilmíxʷm, səxʷkʷínmaʔm*, and employees to carry out their duties or lawful activities, including the rights of *yilmíxʷm, səxʷkʷínmaʔm*, and employees to safely enter, remain in, and leave all *snpink'tn* Indian Band buildings and grounds.

IN CAMERA COUNCIL MEETINGS

32 (1) In camera Council meetings must be held if the subject matter involves:

(a) the security of *snpink'tn* Indian Band property;

(b) information about an identifiable individual subject to privacy law;

(c) a proposed or pending acquisition or disposition of land by *snpink'tn* Indian Band;

(d) commercial or business information that is of a confidential nature or has commercial value and is not otherwise publicly available;

(e) labour relations or employee negotiations;

(f) disciplinary action against Council or the Band Administrator;

(g) complaints about Council or the Band Administrator;

(h) the performance of the Band Administrator;

(i) litigation or potential litigation, including matters before administrative tribunals, affecting *snpink'tn* Indian Band; and

(j) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

32 (2) In camera Council meetings may be requested by making an application to the *yilmíxʷm*, Band Administrator, or directly to Council at a Council meeting.

32 (3) Individuals may request an in-camera Council meeting without the Band Administrator present.

32 (4) The chair is responsible ensuring that minutes, motions, and BCRs are recorded at in camera meetings and marked as in camera.

32 (5) Minutes from in camera Council meetings are confidential and must be kept in a safe location, accessible only by the Council or a person authorized by Council and must only include the outcome or motion, no discussion must be recorded.

SPECIAL COUNCIL MEETINGS

33 (1) The *yilmíxʷm* may call a special Council meeting.

33 (2) The Band Administrator may call a special Council meeting by direction of *yilmíxʷm* or a quorum of Council, or as required by a *sn'pintktn* Indian Band code, law, bylaw, or policy.

33 (3) When special Council meetings are required due to emergencies or other urgent or time sensitive matters, no notice is required if Council is made aware of the nature of the meeting in advance and a quorum of Council is in attendance.

33 (4) Minutes from a special Council meeting must be provided at the next regularly scheduled Council meeting.

PART 7 – COMMUNICATION AND ACCESS TO INFORMATION

MEMBERS COMMUNICATION

34 (1) Unless appointed as spokesperson for *snpink'tn* Indian Band, the *yilmíxʷm* (Chief) or *səxʷkʷ̓ínmaʔm* (Councillors) must not discuss *snpink'tn* Indian Band matters with the public or media.

34 (2) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* communications must be guided by the following principles:

(a) work with all persons in a fair, responsible and ethical manner and with honest, respectful communication;

(b) maintain close communications with members regarding *snpink'tn* Indian Band policies, programs, and services; and

(c) review, address, and respond to all written correspondence received from members in a timely manner, acknowledging receipt of correspondence and a timeline for response within five (5) business days.

34 (3) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* are encouraged to hold monthly band meetings but must hold at least six (6) band meetings per calendar year.

34 (4) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must report their attendance at Council meetings to members at band meetings at least quarterly.

34 (5) Council must hold an AGM at least one (1) time per fiscal year where the annual audited statements must be presented as required by the FAL.

34 (6) Members may identify concerns about administrative matters to the Band Administrator who must forward those concerns to the employee responsible.

34 (7) A member may ask the Band Administrator to identify the employee responsible for addressing their concern under section 34 (6).

34 (8) If a member's concerns are not addressed by the employee responsible within thirty (30) days of receiving the concern, the member may provide their concern to the Band Administrator.

34 (9) If the Band Administrator receives a concern under section 34 (6), the Band Administrator must provide a written response within five (5) business days of receiving the concern which must:

(a) acknowledge that the correspondence has been received;

(b) provide an alternate employee contact for the member; and

(c) provide the concern to Council and propose a timeline for a more thorough response from Council if warranted.

COMPLAINTS REGARDING COUNCIL

35 (1) Any member or employee who believes that the *yilmíxʷm* and/or *səxʷkʷ̓ínmaʔm* is in breach of this Code may direct their concerns in writing to either the *yilmíxʷm* or the Band Administrator.

35 (2) The *yilmíxʷm* or Band Administrator must acknowledge receipt of a concern under section 35 (1) within ten (10) business days of receiving it and must report the complaint to Council not in conflict for direction at the next Council meeting to be held in camera.

35 (3) Council not in conflict, or the Band Administrator if the whole of Council is the subject of a complaint, must direct legal counsel to review the complaint as soon as possible and to provide written recommendations for resolution within thirty (30) days of receipt of the direction to review.

PART 8 – AMENDMENTS AND RATIFICATION

REVIEW

36 (1) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* must review this Code each year between January and March to ensure that they understand their responsibilities under the Code.

36 (2) The *yilmíxʷm* and *səxʷkʷ̓ínmaʔm* may initiate a review of this Code by BCR if there are changes to:

(a) governing structure;

(b) policies, mandates, and funded programs or services;

(c) legislation; or

(d) new policies or laws require changes.

MINOR AMENDMENTS

37 (1) The *yilmíxʷm* and *səxʷkʷínmaʔm* may amend this Code by BCR to:

(a) correct errors, omissions, or inconsistencies in this Code; or

(b) amend the appendices to this Code.

PETITION TO MAKE MAJOR AMENDMENTS

38 (1) All other amendments to this Code must be initiated by:

(a) a member submitting a petition to the *yilmíxʷm* and *səxʷkʷínmaʔm* setting out:

(i) the proposed amendments to the Code;

(ii) the signature of the petitioner; and

(iii) the signatures of at least ten (10) percent of eligible voters in support of the petition; or

(b) a request by the *yilmíxʷm* or a *səxʷkʷínmaʔm* to have an amendment considered at a Council meeting which includes the proposed amendments to the Code;

38 (2) Within five (5) business days of receiving a petition or a request from the *yilmíxʷm* or a *səxʷkʷínmaʔm* for an amendment to this Code, the *yilmíxʷm* and *səxʷkʷínmaʔm* must:

(a) place the matter on the agenda for the next regular Council meeting; and

(b) notify the petitioner or requestor in writing of the date and time that a Council meeting must be held to review the petition or request.

38 (3) Major amendments or the repeal of this Code may be enacted by custom in accordance with the process set out in section 38.

CUSTOM ENACTMENT

39 (1) This Code comes into force and effect on March 25, 2025.

39 (2) This Code was:

(a) read a first time by Council at a duly convened meeting held on January 16, 2023;

(b) read a second time by Council at a duly convened meeting held on April 30, 2024 and approved for moving forward to seek member consent;

(c) presented to members at band meetings on June 19, 2024, and June 26, 2024;

(d) presented to the Elders Group at a meeting on July 24, 2024;

(e) read a second time on July 31, 2024, to members at a band meeting; and

(f) read for a third time by Council on October 22, 2024;

(g) received a majority vote from at least fifty (50) percent plus one (1) of the votes cast by eligible voters on March 11, 2025.

39 (3) The Council is empowered to act on behalf of *snpink'tn* Indian Band and met in quorum at a duly convened Council meeting on March 18, 2025 where we accepted the results of the March 11, 2025 member vote, and hereby passed this *snpink'tn Indian Band Governance Code, 2025*.

39 (4) Voting in favour of the Code are the following members of Council:

yilmíxʷm Greg Gabriel

səxʷkʷínmaʔm **Timmothy Lezard**

səxʷkʷínmaʔm **Dolly Kruger**

səxʷkʷínmaʔm **Suzanne Johnson**

səxʷkʷínmaʔm **Joseph Pierre**

səxʷkʷínmaʔm **Kathy Pierre**

səxʷkʷínmaʔm **Charlene Roberds**

səxʷkʷínmaʔm **Lesley Gabriel**

səxʷkʷínmaʔm **Clint Gabriel**

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SCHEDULE A: ITEMS FOR YILMÍXʷM (CHIEF) AND SƏXʷḴʷÍNMAʔM (COUNCILLORS) APPROVAL

Duties and Responsibilities of *yilmíxʷm* or a *səxʷḵʷínmaʔm*:

- Community Emergency BCR, section 7(8)
- Establish policies and procedures for administration of the Band, section 8(2):
    - Strategic Plan
    - Assets
    - Reporting, Finance, HR
    - Records and Information, section 17(2)
- Review policies every 3 years, section 8(9)
- Approve codes, laws and bylaws, section 8(10)
- Appoint representatives, section 8(10)
- Appoint or remove the Band Administrator, section 8(10)
- Approve borrowing, section 8(10)
- Approve budgets and financial statements, section 8(10)
- Grant interests in lands and resources, section 8(10)
- Call Band meetings, referendums, or votes, section 8(10)
- Approve and resource Organizational Charts, section 9(1)
- Participate in Council orientation, section 11(1)
- Portfolio Holder duties, section 13
- Shareholder duties, section 14
- Keep records of in-camera meetings, section 17(6)
- Oversee conflict of interest procedures and file written disclosures of conflicts, section 18
- Provide resignations in writing, section 19
- Disclose gifts and benefits, section 20
- Revoke or suspend other Council, section 22
- Set the agenda and ensure minutes are taken for Council meetings
- Provide quarterly reports of their Council attendance to the community, section 34(4)
- Hold an AGM, section 34(5)
- Review the Code every winter

Duties and responsibilities of the Band Administrator include:

- Day-to-day operations, section 7(7)
- Instructing/directing employees, section 7(7) and 13(6)
- Allocate budgets or make financial decisions, section 13(6)
- Hire or fire employees, section 13(6)

- Performance appraisal or other confidential human resource activities, section 13(6)
- Record conflicts of interest by Council, section 18(12)
- Post notices of Council resignation, section 19(4)
- Receive and distribute gifts and benefits, section 20(2)
- Recommend changes to honoraria, section 21 (Chief Financial Officer duty)
- Receive and address reports against Council, sections 22 and 35
- Receive requests for in-camera meetings
- Receive community concerns about administrative matters and identify employees to respond, section 34(6-9)

SCHEDULE B: ORGANIZATION CHART

SCHEDULE C: EXAMPLE TERMS OF REFERENCE FOR THE DIRECTOR(S) OF A [*SNPINK'TN* INDIAN BAND CORPORATION]

PURPOSE

Directors are appointed by and accountable to the members of *snpink'tn* Indian Band Council who hold the shares of [*insert name of snpink'tn Indian Band corporation*] in trust for *snpink'tn* Indian Band members (the "shareholders"). Shareholders of [*insert name of snpink'tn Indian Band corporation*] have elected to appoint a single director to act legally on behalf of [*insert name of snpink'tn Indian Band corporation*] and to oversee and manage the affairs of [*insert name of snpink'tn Indian Band corporation*], including through the execution of director's resolutions.

PROCEDURES AND ORGANIZATION

The Director is responsible for ensuring that [*insert name of snpink'tn Indian Band corporation*] activities and governance practices meet the needs of [*insert name of snpink'tn Indian Band corporation*] in keeping with the best interests of *snpink'tn* Indian Band members. The Director may seek any outside expertise required to carry out its responsibilities on an as needed basis if it is within the [*insert name of snpink'tn Indian Band corporation*] budget. The Director will follow the corporate articles in conducting Director's meetings or taking other corporate actions.

REMUNERATION

The Director will not receive remuneration for attendance for serving as a director for so long as the director is a *snpink'tn* Indian Band employee.

LETTER OF EXPECTATION

The Shareholder's Letter of Expectation for [*insert name of snpink'tn Indian Band corporation*] establishes guiding governance principles that must be followed by the Director.

RESPONSIBILITIES

The Director must:

1. Review and approve corporate work plans, budgets and strategic business plans;
2. Review annual operating and capital budgets, and major new project proposals;
3. Monitor progress towards the objectives set in the [*insert name of snpink'tn Indian Band corporation*] strategic business plan, operating and capital plans, and to revise and alter its direction through management considering changing circumstances;
4. Identify the principal risks to the [*insert name of snpink'tn Indian Band corporation*] economic development projects and take all reasonable steps to ensure the implementation of appropriate systems to manage these risks;

5. Direct management to ensure that systems are in place for maintaining the integrity of and implementing [*insert name of snpink'tn Indian Band corporation*]'s internal financial control and management information systems;

6. Attend *snpink'tn* Indian Band Economic Advisory Committee (EAC) or its replacement meetings; and

7. Report on the matters identified in 1-6 above to shareholders and the EAC on, at a minimum, a quarterly basis.

POLICIES AND PROCEDURES

The Director must:

1. Approve and monitor, through management, compliance with all significant policies and procedures that govern [*insert name of snpink'tn Indian Band corporation*] operations, including:

    a) a conflict-of-interest policy;

    b) a human resources policy; and

    c) a finance policy.

2. Direct management to implement systems designed to ensure that [*insert name of snpink'tn Indian Band corporation*] is operating in compliance with *snpink'tn* Indian Band, Canadian, and British Columbia law.

CORPORATE COMMUNICATIONS

The Director must pay particular attention to the fact that it operates within a highly public environment. The actions of [*insert name of snpink'tn Indian Band corporation*] have a significant impact on *snpink'tn* Indian Band members and communication of corporate matters to *snpink'tn* Indian Band members must be effective and appropriate.

The Director must report the following to shareholders:

1. The financial performance of the [*insert name of snpink'tn Indian Band corporation*] on an annual basis in accordance with generally accepted accounting principles; and

2. Developments that have a significant and material effect on the performance of [*insert name of snpink'tn Indian Band corporation*] as soon as practicable.

GENERAL LEGAL OBLIGATIONS OF THE DIRECTOR

Directors are fiduciaries and must carry out the duties of their office:

1. Honestly and in good faith;
2. In the best interests of [*insert name of snpink'tn Indian Band corporation*]; and
3. With the care, diligence, and skill of a reasonably prudent person.

Directors may not act while in a conflict and may not profit personally from Director decisions.

AMENDMENT OF TERMS OF REFERENCE

Shareholders may amend the terms of reference for the Director.

COMING INTO FORCE

These terms of reference come into force upon approval by a majority of shareholders.

SCHEDULE D: EXAMPLE SHAREHOLDERS' LETTER OF EXPECTATION

SHAREHOLDER LETTER OF EXPECTATION

BETWEEN

SNPINK'TN INDIAN BAND SHAREHOLDERS

AND

_____ (*snpink'tn Indian Band corporation*)

PURPOSE

This Letter of Expectations between Shareholders and [*insert name of snpink'tn Indian Band corporation*] is an agreement on their respective roles, responsibilities, and on corporate mandate.

snpink'tn Indian Band recognizes the significant benefits that having a separately incorporated entity in place to carry on business for *snpink'tn* Indian Band which include:

1. separation of business and politics;
2. specialization of function by creating an entity to focus on revenue-generating activities;
3. the ability to secure business opportunities that would not be available to *snpink'tn* Indian Band as an unincorporated entity; and
4. protection of *snpink'tn* Indian Band from liability for exposure to business risks as required by the *Penticton Indian Band Financial Administration Law*.

CORPORATE RESPONSIBILITIES

The (*snpink'tn Indian Band corporation*) must:

1. focus on revenue-generating activities and funding opportunities in alignment with the best interests of *snpink'tn* Indian Band members;
2. respond to business opportunities in a timely manner;
3. initiate viable business opportunities based on best practices including through written business plans, risk assessments, and feasibility studies;
4. act in a fiscally prudent manner which does not expose corporate assets to excessive risk including by maintaining low overhead and efficient staffing in accordance with annual budgets;
5. foster strategic relationships and alliances;
6. develop effective communication practices and services;
7. analyze, incubate, innovate and activate business opportunities that are profitable;
8. collaborate to further *snpink'tn* Indian Band member priorities in alignment with the best interest of *snpink'tn* Indian Band members;
9. not expose corporate assess to excessive risk;
10. demonstrate cultural stewardship principles by acting as leaders in responsible use of resources; and
11. create pride, loyalty, and empowerment within and outside of the *snpink'tn* Indian Band through responsible and successful business practices.

SHAREHOLDER RESPONSIBILITIES

Shareholders act on behalf of *snpink'tn* Indian Band members and must:

1. appoint, remove and monitor the performance of [*insert name of snpink'tn Indian Band corporation*] director(s);
2. hold shareholders meetings as required under the [*insert name of snpink'tn Indian Band corporation*] articles;
3. monitor the performance of [*insert name of snpink'tn Indian Band corporation*] and ensure material corporate information is reported to *snpink'tn* Indian Band members, at a minimum, on an annual basis;
4. collaborate with [*insert name of snpink'tn Indian Band corporation*] on available funding sources and agreements or land designations which may require the consent and cooperation of *snpink'tn* Indian Band; and
5. refer business opportunities to [*insert name of snpink'tn Indian Band corporation*].

AREAS OF SHARED ACCOUNTABILITY:

Reporting

Shareholders and [*insert name of snpink'tn Indian Band corporation*] are committed to transparency and accountability to *snpink'tn* Indian Band members.

[*insert name of snpink'tn Indian Band corporation*] agrees that it will meet any financial and performance reporting requirements reasonably requested by Shareholders.

If Shareholders determine that changes to the reporting requirements are necessary, Shareholders will communicate these changes to [*insert name of snpink'tn Indian Band corporation*].

The parties agree they must advise the other in a timely manner of any issues that may materially impact the economic development activities of [*insert name of snpink'tn Indian Band corporation*], including information on any risks to achieving financial forecasts and performance targets.

Review and Revision of this Letter

Shareholders are accountable for undertaking reviews of this letter and to monitor its implementation.

If deemed necessary by either party, the Shareholders and [*insert name of snpink'tn Indian Band corporation*] will discuss any issues and may agree to amend this letter on a more frequent than annual basis.

SCHEDULE E: EXAMPLE TERMS OF REFERENCE FOR AN ECONOMIC ADVISORY COMMITTEE

SNPINK'TN ECONOMIC ADVISORY EAC (EAC)

TERMS OF REFERENCE

Purpose

The purpose of the EAC is to provide an effective communication link between *snpink'tn* Indian Band, shareholders and corporate entities that operate for the benefit of *snpink'tn* Indian Band (*snpink'tn* Indian Band corporations) to:

1. ensure that *snpink'tn* Indian Band corporate assets are safeguarded and managed in the best interests of *snpink'tn* Indian Band members;

2. ensure that *snpink'tn* Indian Band corporations receive timely assistance with corporate matters which require the assistance and/or cooperation of shareholders or *snpink'tn* Indian Band.

Procedures and Organization

Shareholders appoint, remove and supervise *snpink'tn* Indian Band corporation director(s) and *snpink'tn* Indian Band corporate directors appoint, remove and supervise the chief executive officer (CEO) of *snpink'tn* Indian Band operations.

The EAC provides a regular communication link between shareholders, *snpink'tn* Indian Band and *snpink'tn* Indian Band corporations.

The EAC must consist of the:

1. the *snpink'tn* Band Administrator;
2. the *snpink'tn* Indian Band CFO;
3. corporate director(s);
4. corporate CEO;
5. corporate CFO, if any;
6. legal counsel for *snpink'tn* Indian Band, if any; and
7. shareholders.

The EAC must meet at the request of a *snpink'tn* Indian Band corporation and, at a minimum, on a quarterly basis and may invite other persons to attend all or part of an EAC meeting.

The EAC may seek outside expertise required to carry out its responsibilities onan as-needed basis within the EAC budgetary constraints.

The EAC may set its own procedures for the conduct ofmeetings.

A majority of the EAC may recommend the removal or addition a EAC member.

Remuneration

EAC members are not remunerated for participation, but EAC members may take time off in lieu of time spent at EAC meetings outside of regular work hours.

Duties and Responsibilities

Commercial Interests

The EAC must:

1. have access to information that shareholders need to meet their fiduciary duty to ensure that the business affairs of *snpink'tn* Indian Band corporation are being conducted for profit in keeping with best practices and in the best interests of *snpink'tn* Indian Band members;
2. provide an initial screening review of all business opportunities that are presented to *snpink'tn* Indian Band;
3. review the annual, quarterly and five-year strategic plans and budgets of *snpink'tn* Indian Band corporations prior to approval;
4. review any matter referred to it by *snpink'tn* Indian Band or a director related to economic development; and
5. discuss strategies to create more employment and entrepreneurship opportunities for *snpink'tn* Indian Band members.

Letter of Expectation

The *snpink'tn* Indian Band shareholders' *Letter of Expectation for snpink'tn Indian Band Corporations* establishes guiding governance principles that must be followed by the EAC.

Board Appointment

The EAC must consider the optimal composition and number of corporate directors and make recommendations to shareholders.

Advisory Role

The EAC must, upon request, provide feedback to the CEO or director(s) on:

1. a corporate workplan;
2. annual operating and capital budgets and major new projectproposals;
3. corporate business and strategic plans;
4. corporate operating and capital plans;
5. changes in corporate direction due changing circumstances;
6. mitigation of principle risks;
7. management systems; and
8. financial controls;
9. corporate policies including:

(a) conflicts of interests;
(b) human resources;
(c) financial management;

(d) revenue sharing; and,
(e) member entrepreneurship and preferred suppliers.

Communications

The EAC must pay particular attention to the fact *snpink'tn* Indian Band corporations operate on a for profit basis and are owned in trust for *snpink'tn* Indian Band members. Corporate communications with *snpink'tn* Indian Band members must be effective, timely and appropriate.

The EAC must, upon request of a snpink'tn Indian Band corporation's CEO or director(s), make recommendations for best practices for communicating with snpink'tn Indian Band Council and members, including the reporting of:

1. corporate performance; and
2. significant and material developments affecting the performance of *snpink'tn* Indian Band corporations.

Limitations

1. The EAC must not make binding recommendations.
2. The EAC must not interfere with the day-to-day operations of *snpink'tn* Indian Band corporations.
3. EAC members may not act while in a conflict and may not profit personally from EAC decisions.

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SCHEDULE F: OATH OF OFFICE

I, _____, do solemnly and sincerely declare that I will support and defend the laws, values, and policies of *snpink'tn* Indian Band; and that:

1. I will faithfully, honestly, and consistently perform the duties of my office to the best of my judgment and ability, remembering that my primary duty is to serve members of *snpink'tn* Indian Band as a whole and to treat all members equally regardless of name or ancestry.
2. I will promote and uphold the integrity and dignity of *snpink'tn* Indian Band and its programs and employees.
3. I will not allow any private interest to influence my public duties;
4. I will promptly disclose any conflict of interest, or direct or indirect financial interest I have in a matter and I will not participate in the discussion of the matter and will not vote in respect of the matter where I or any other individual has asserted a conflict of interest unless directed to by a quorum of Council.
5. I will carry out my duties and responsibilities in an honourable and professional manner.
6. I will be prompt, courteous and temperate in the performance of my duties.
7. I will maintain respect for my colleagues and employees of *snpink'tn* Indian Band and related bodies.
8. I will demonstrate and practice honesty, fairness, respect, justice and objectivity in my involvement in the governance affairs of *snpink'tn* Indian Band.
9. I will continually work toward self-improvement and professional development.
10. I will comply with and not publicly criticize the decisions, laws, and policies of *snpink'tn* Indian Band. If I feel that changes would be advisable, I will provide constructive criticism or suggestion through the proper channels and processes.
11. I will not send, transmit or otherwise distribute proprietary, sensitive, personal, restricted or confidential information in the custody of *snpink'tn* Indian Band unless it has been authorized by a quorum of Council.
12. I will be accountable to *snpink'tn* Indian Band members including through regular attendance at all meetings as required within my duties as a Council member and will report to members on a regular basis.

13. I am qualified to hold the position of *yilmíxʷm* (Chief) or *səxʷkʷínmaʔm* (Councillor) in accordance with the provisions for candidate eligibility under the *snpink'tn* Indian Band *Custom Election Code 2024*.

14. I acknowledge that as an elected member, I am a role model in the community, and as such I will live a lifestyle that is healthy and free of the use or abuse of illegal drugs and other toxic substances during my term of office.

_____ _____

Signature Date (YYYY/MM/DD)

_____

Witness

snpink'tn (Penticton) Indian Band
841 Westhills Drive
Penticton, British Columbia
Canada V2A 0E8

Telephone: 250-493-0048 Fax: 250-493-2882

SCHEDULE G: OATH OF CONFIDENTIALITY

I, _____, affirm that I will faithfully carry out my duties as and will refuse to disclose, without due authority, any confidential information which may be disclosed or made known to me by reason of my term of office with *snpink'tn* Indian Band. Any matters that I may be required to communicate to properly carry out my duties as an elected member of *snpink'tn* Indian Band Council will follow *snpink'tn* Indian Band policies related to information management, privacy, and privacy protection.

I agree and accept full responsibility that if my actions are contrary to the above, I understand that this may lead to a reprimand, suspension, or removal from Council in accordance with the *snpink'tn* Indian Band codes, laws, bylaws, and policies.

_____ _____

Signature Date (YYYY/MM/DD)

_____

Witness

SCHEDULE H: CODE OF CONDUCT DECLARATION

As the *yilmíxʷm* or *səxʷkʷínmaʔm* or I agree that I will adhere to the following principles and responsibilities governing my professional and ethical conduct. To the best of my knowledge and ability, I will:

1. comply with all *snpink'tn* Indian Band codes, bylaws, laws, policies, and any applicable standards;
2. act as a direct or indirect shareholder for *snpink'tn* Indian Band-owned business corporations on behalf of members during my term and to promptly transfer any shares to subsequent Council members as required upon my ceasing to be a the *yilmíxʷm* or a *səxʷkʷínmaʔm*;
3. act with honesty, good faith and in the best interest of *snpink'tn* Indian Band and the lands and laws of *sqilxʷ/ syilx/ sʔuknaqinx* (Okanagan People) to carry out the duties of Council loyally, and conscientiously remembering that my primary duty is to serve *snpink'tn* Indian Band members;
4. promote and uphold the integrity and dignity of *snpink'tn* Indian Band and its policies, programs, government, and employees in my actions and words;
5. respect the confidentiality and sensitivity of information acquired in the course of my work or service and will not release any information except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose;
6. use information obtained while carrying out my delegated duties for the intended purpose only and not for my own personal gain or interests;
7. be prompt, courteous, and temperate in the performance of my duties and responsibilities;
8. declare an actual or perceived conflict of interest, if my Council position and private interests constitute this and will direct and advise the Band Administrator or Council;
9. conduct myself in a manner that reflects myself and *snpink'tn* Indian Band in a positive manner and be mindful that I represent *snpink'tn* Indian Band;
10. strive to continually work towards self-improvement and professional development through upgrading and training when opportunities arise;
11. attend all meetings, workshops, conferences in their entirety, assigned to me as an official delegate of *snpink'tn* Indian Band and will formally report back the Council as required;
12. show respect for the authority and jurisdictional structures of *snpink'tn* Indian Band;
13. be courteous and polite towards *snpink'tn* Indian Band employees, members, and the public;
14. use equipment, property, or supplies which are owned or rented by *snpink'tn* Indian Band for authorized purposes only, will use such equipment with care, and will report any maintenance required to Information Technology (IT) the responsible employee;

15. disclose all fees, gifts, or other tangibles offered to me in reward for duties performed by virtue of my Council position and understand that all such fees and gifts are the property of *snpink'tn* Indian Band;

16. not criticize employees, *snpink'tn* Indian Band policies or programs. If I feel changes to policies or programs would be advisable, I will provide constructive suggestions and/or recommendations through proper procedures and seek to make the workplace as harmonious as possible; and

17. attempt to communicate openly with employees, officers and fellow Council members and seek to settle any internal differences in a respectful cooperative and constructive manner.

I hereby confirm that I have read, understood, and agree to comply with above statements under this Code of Conduct Declaration.

_____ _____

Signature Date (YYYY/MM/DD)

_____

Witness

SCHEDULE I: BRIEFING NOTES

In preparing materials for decision, the briefing note and motion must include:

Corporate Name
This is the full legal name of the Penticton Indian Band, although it is also known as PIB or *snpink'tn* Indian Band, and the Band logo.

Decision Number
The Decision Number should include the number of the decision and the year it is approved. Decisions should be numbered consequentially.

Decision Title
The Decision title states the purpose of the decision. For example, "A Decision Approving the Annual Budget."

Relevant Information
The Briefing Note needs to provide key information and consider alternatives to the recommendation. Refer to guidance around drafting Briefing Note and Band Council Resolution content and formatting below.

BACKGROUND

This section should provide key points in the history of the issue, how it developed, who has been involved, what actions have been taken to date. What exactly does the Council really need to know? This section is not about providing a chronology of events; rather, this section provides the context and frames the problem/issue. This section should not be controversial – just the facts.

CURRENT STATUS

This section should clearly outline why the note is being presented? Why now? What is the purpose of this note? Make sure that this section clearly states what decision you are seeking. This should be considered a "snapshot" of where we are now. What has happened, is happening, will happen or might happen that requires a Council decision.

Do not repeat information from the Background.

KEY CONSIDERATIONS

In this section, provide your analysis of the implications of the subject to *snpink'tn* Indian Band. You will likely need to include political (other government positions; *snpink'tn* Indian Band member positions), capacity (HR, technology, and resource availability or implications), communications, economic (budget and finance), social (children, families, older folks, education, health, safety, housing), legal (contracts, regulations, laws), policy, ecological (impact to wildlife, water, forests, lands) issues and other strategic considerations (is this aligned with the land use plan,

community comprehensive plan or the strategic plan). What are the benefits and pitfalls for *snpink'tn* Indian Band (basically your pros and cons, including feasibility and costs)?

Outline the people or organizations that you have engaged and what their reaction was or might be to the decision (e.g., *snpink'tn* Indian Band members, other departments, other governments, the Nation, educational institutions, etc.). If you have not engaged anyone on this decision, explain why or what your plan is to engage with them.

Ideally, this section will always provide at least three options for Council to consider, including a rational for each option.

This section should be as unbiased as possible.

Additional supporting information or analysis may be provided as appendices or attachments.

RECOMMENDATIONS

Clearly state, in point form, the major recommendations for dealing with the issue described. The goal is to explicitly state the action that will resolve issues efficiently. Ideally, include a deadline and person responsible/accountable.

If the decision is an appointment of an individual, please include:

- Their full name;
- The full name of the committee or position that they are being appointed to
- The duration of the appointment; and
- Brief description of their qualifications (a resume may be included as an attachment).

Enacting or Operative Clause
This clause states that the Council is the body that enacts the decision and what it intends to do.

For example, "The *snpink'tn* Chief and Council, members of the *syilx* (Okanagan) Nation, enacts..."

For example, "A Committee for … is hereby established."

Schedule or Form Clause
The schedule clause identifies or refers to an attached schedule such as a schedule of prices, rates, hours, etc. The form clause refers to attached form/template.

Effective Date Clause
No effective date clause is needed if the decision is to take effect immediately; it becomes effective when it has been approved. Council may, however, wish to have the decision come into effect later. In these cases, the clause should state the intended effective date. For example: "This decision will come into force and take effect on September [date, year].

Signature

A decision may only be approved by a motion passed by a majority of quorum of Council and recorded in the minutes. A BCR is a written legal instrument which is used to record the decisions of Council and must be signed by the majority of a quorum of Council which approved the motion.

The briefing note must be printed and distributed to all Council Members.

Briefing Note Check List

Before submitting your Briefing Note please review this check-list and attach and provide it with your submission:	Self Review
Does my Briefing Note include an appropriate and accurate title?	
Does my Briefing Note include the correct date?	
If there is a set deadline or urgency for the issue, have I ensured that it is referenced in the Briefing Note so that the reader is aware?	
Have I engaged with or provided a plan for sharing information with *snpink'tn* Indian Band members?	
Have you engaged with other departments that may be impacted?	
If there are financial or tax implications, have the appropriate managers reviewed and approved the Briefing Note?	
Is the purpose of and timing for the briefing note clear?	
Do the sections lead logically from one to another?	
Have I provided clear options, including pros and cons for Council consideration?	
Have I checked that the spelling and punctuation in my Briefing Note are correct?	
Have I removed the jargon from my Briefing Note and used simple, clear language?	
Have all acronyms been spelled out with the appropriate abbreviation in brackets at the	

first use?	
Is my Briefing Note less than three pages (preferably one or two)?	
Would I be comfortable using the Briefing Note as a script in the meeting?	
Does my package include all of the necessary attachments and appendices?	
Have I completed and attached a DRAFT Band Council Resolution (BCR) for my recommendation?	
Does my DRAFT BCR list all of the attachments that are to be included in the package?	

SCHEDULE J: BAND COUNCIL RESOLUTION (BCR)

The BCR should be a standalone document.

The BCR title should be descriptive and reflective of the intention of the support resolution.

The WHEREAS (or preambulatory clauses) statements are intended to prepare the reader for the action presented in the "therefore be it resolved" section. The following whereas statements should be included:

- background information or facts about the resolution, its significance, and its impact (try to keep to five (5) or fewer);
- exact problem to be addressed and the rationale (explain WHY the action in the resolved clauses should be taken);
- identify if there were other previous relevant resolutions (this may include replacing past decisions); and
- relevant section(s) of the *United Nations Declaration on the Rights of Indigenous Peoples* (A/RES/61/295 - Online copy: http://www.un.org/esa/socdev/unpfii/en/drip.html) or other key strategic documents or laws.

The **THEREFORE BE IT RESOLVED** section should be as clear as possible in identifying what the resolution is to achieve and include (ideally each bullet should start with an action verb):

- the specific reason/decision why the resolution is being drafted;
- the course of action (who, what, when, where, why, and how);
- there should be no doubt as to what action is being requested, who should do it, how it should be done and when it should be done;
- these resolved/operative clauses should address/provide solutions for the perambulatory clauses above; and
- a recommendation for action must consider the timing and cost of doing so and may be contingent upon funding – any available funding sources should be identified in the resolution.