

# PELICAN COMMUNITY COUNCIL CONSTITUTION

## PREAMBLE

We the Pelican Community Council, which is a recognized Community under the Central Council of the Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) Constitution and Rules of Election entitled to elect Tlingit & Haida Delegates, in order to better provide for the organization of the Community, generally and as an instrumentality of Tlingit & Haida do hereby ordain and establish this Constitution.

## ARTICLE I. NAME

The name of this Community Council shall be Pelican Community Council, hereafter referred to as the Community Council or Council.

## ARTICLE II. COMMUNITY COUNCIL

The Community Council is the elected body to advise Tlingit & Haida about the needs of the Community. Consistent with the Rules of Election, the Community Council shall be composed of such number of Delegates elected in accordance with the Rules of Election and the maximum allowable number of Community Council Members.

## ARTICLE II. ELECTIONS

**Section 1.** Elections shall take place in accordance with the Tlingit & Haida Constitution and the Rules of Election.

- A. Terms:** Delegates shall be elected and serve consistent with the Tlingit & Haida Constitution and the Rules of Election.
- B. Vacancy:** A vacancy occurring during the term of office of a Delegate, Community Council Member, or Community Council Officer, shall be filled by the Community Council by the next highest vote getter from the most recent election, or if there was not a next highest vote getter by appointment.
- C. Removal:** Removal of any Delegate, Community Council Member, or Community Council Officer shall take place in accordance with the Tlingit & Haida Constitution and the Rules of Election.

## ARTICLE III. OFFICERS

**Section 1.** Within thirty (30) days of election of the Community Council, the Community Council shall meet and elect from their numbers the following officers: President, Vice President, and Secretary, who shall serve as the Executive Officers of the Community Council. These Executive Officers shall perform the duties prescribed by this Constitution and by the parliamentary authority adopted by the Community Council.

- A. Term:** The term of Executive Officers shall be for two (2) years, or until their successors are elected and seated.

- B. Other Officers:** The Community Council may appoint other officers as it deems necessary.
- C. Removal:** Removal from office, including the office of Delegate, Community Council Member and Community Council Officer, shall be consistent with the Tlingit & Haida Constitution and the Rules of Election.

#### **ARTICLE IV. FUNCTIONS OF OFFICERS**

**Section 1. President.** The President of the Community Council shall be its chief executive officer at all its functions and operations. They shall preside over all meetings of the Community Council and shall be an ex-officio member of all its committees. Subject to the direction of the Community Council, the President shall conduct and manage the business of the Community Council, execute all documents, direct all personnel and be the chief spokesperson for and on behalf of the Community Council. Further, the President shall exercise such powers of the office, and appoint committees to assist the Community Council or the President in the performance of their functions.

**Section 2. Vice President.** The Vice President shall be vested all powers of the President in the absence of the President from Community Council meetings, and such other administrative duties as may be delegated to them by the President or Community Council.

**Section 3. Secretary.** The duties of the Secretary shall be to ensure the following functions are performed:

- A.** Take the minutes of the Community Council and submit approved minutes to Tlingit & Haida;
- B.** Maintain the records of the Community Council;
- C.** Sign all certified copies of the acts of the Community Council, unless otherwise specified in this Constitution;
- D.** Distribute meeting notices and conduct general correspondence of the Council, unless otherwise specified.

#### **ARTICLE V. MEETINGS**

**Section 1.** Whether assembled or not, a majority of the members of the Community Council shall be able to transact any business or take any action within the powers of the Council; provided, that before the Council shall take action when not assembled, a reasonable effort shall be made to advise and consult each Community Council Member and provision shall be made for evidencing the concurrence of the majority in a writing, which writing shall be a record of the Community Council. Meetings may occur in-person and through virtual means, including telephonic and video participation.

- A. Regular Meetings.** The Community Council shall meet in regularly scheduled meetings, quarterly, as set at the election of officers.

**B. Special Meetings:** Special meetings may be called by written notice signed by the President or by a majority of the members of the Community Council, and at such meetings the Community Council may transact any business and take any actions within its powers, provided that actions taken must be limited to the purpose of the meeting stated in the meeting notice. Except in cases of emergency, at least three (3) days' notice of special meetings shall be given.

**C. Quorum of Council:** A majority of the Community Council constitutes a quorum.

## **ARTICLE VI. POWERS OF COMMUNITY COUNCIL**

**Section 1.** Subject to the Constitution, statutes and resolutions of Tlingit & Haida, the Community Council shall have full powers necessary and convenient to govern, conduct and manage the affairs and property of the Community. Governmental functions delegated by Tlingit & Haida are subject to limitations and conditions as Tlingit & Haida shall prescribe.

**Section 2.** The Community Council shall have the following powers:

- A.** To purchase, lease, take by gift, grant, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with money, securities, real and personal property, rights and services of any kind and description, or any interest therein, without limitation;
- B.** To sell, convey, grant, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its real and personal property and assets, without limitation;
- C.** To negotiate and enter into contracts with persons and entities of every kind and description, public and private;
- D.** To represent the will of the Community Council on all occasions and in all activities;
- E.** To engage in relations, negotiations, agreements, and consultations with other local governments on behalf of the Community Council;
- F.** To borrow and raise money by all lawful means, and to pledge the credit of Community Council;
- G.** To employ qualified persons to render professional and technical services as needed;
- H.** To authorize the advance, expenditure, use, investment and reinvestment of Community Council funds;
- I.** To consult with and advise any and all persons, officers and entities, public and private, concerning subjects and matters affecting the interests of Community Council;
- J.** To approve and amend a constitution for the Community Council;

- K.** To enact resolutions to safeguard and promote the peace, health, safety and general welfare of the Community, in conformance with applicable law;
- L.** To conduct and manage the affairs and property of Community Council, and to provide services to individual tribal citizens registered with the Community Council; and
- M.** To charter or otherwise authorize and provide for the organization of subordinate groups or entities to perform governmental, cultural, educational, environmental, proprietary, or revenue-raising functions.

**Section 3.** The Community Council shall possess such powers as are incident and necessary to the execution of the powers set forth above, and such further powers as it may from time to time be granted.

## **ARTICLE VII. SOVEREIGN IMMUNITY OF COMMUNITY COUNCIL**

**Section 1.** The sovereign immunity of the Community Council may be waived only by express legislative action of the Community Council after consultation with the Community Council's attorneys. All waivers of sovereign immunity must be preserved with the acts and resolution of the Community Council of continuing force and effect.

**Section 2.** Waivers of sovereign immunity of the Community Council are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Community.

**Section 3.** Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, and property or fund, if any, of the Community, and specific to the court having jurisdiction and applicable law. Community Council may not waive the sovereign immunity of Tlingit & Haida, nor may any action of the Community Council impair or affect the credit or assets of Tlingit & Haida in any manner.

## **ARTICLE VIII. PARLIAMENTARY AUTHORITY**

The current edition of Roberts Rules of Order, Newly Revised, shall govern Pelican Community Council.

## **ARTICLE IX. ADOPTION AND AMENDMENT**

**Section 1. Adoption of Constitution.** This Constitution is subject to approval by the Community Council at a regular meeting after seven (7) days notice to the Council, and thereafter by Tlingit & Haida's governing body pursuant to the Tlingit & Haida Constitution.

**Section 2. Amendment of Constitution.** This Constitution may be amended at any meeting, called with seven (7) days notice, by a majority vote of the Community Council at a meeting in which a quorum is present, provided that proposed amendments were distributed with the meeting notice. Thereafter, the approved amendments to the Constitution are subject to adoption by Tlingit & Haida's governing body pursuant to the Tlingit & Haida Constitution; amendments approved by the Community Council do not take effect unless and until adopted by Tlingit & Haida's governing body.