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**NStQ Leadership Council  
Terms of Reference**

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**WHEREAS:**

- A. The Northern Secwepemc te Qelmucw (“NStQ”) comprise the people of four of the communities of the Northern Secwepemc, namely: Tsq'escen' (Canim Lake Indian Band), Xat'sull/Cm'etem (Soda Creek Indian Band), T'exelc (Williams Lake Indian Band), and Stswecem'c/Xgat'tem (Canoe Creek Indian Band)”;
- B. NStQ communities, along with the Esketmc First Nation, are the most northern communities of the Secwepemc Nation;
- C. Traditionally, NStQ communities have always been autonomous and self-governing with respect to community matters, but have joined together with other member communities of the Secwepemc Nation on matters of territorial or tribal importance;
- D. NStQ communities joined together in 1993 to negotiate a treaty together under the BC Treaty Process;
- E. NStQ has determined that, after treaty, law-making and program/service delivery will be shared among NStQ Community Governments and the NStQ-wide Government;
- F. In 2007, the NStQ Community Governments established the NStQ Leadership Council to give direction to the NStQ Treaty Team regarding treaty-related issues; and
- G. Now, the NStQ Community Governments wish, through these Terms of Reference and by Band Council Resolution of each NStQ Community Government adopting these Terms of Reference, to formalize the role and procedures of the NStQ Leadership Council.

## **PART I – Principles**

### **1. General**

- 1.1 These Terms of Reference shall guide the operation and conduct of the Leadership Council.

## **PART II – Definitions and Interpretation**

### **2. Interpretation**

- 2.1 In these Terms of Reference,

“Common Law Partner” means a person who has been cohabitating with an individual in a conjugal relationship (married state) for at least one year, or who had been cohabitating with the individual for at least one year before the person’s death;

“Consensus” means:

- a) the agreement of all Leadership Councillors participating in a decision of Leadership Council; or
- b) the expressed willingness of all Leadership Councillors participating in a decision of Leadership Council to support the decision, regardless of their personal views on the subject of that decision.

“Councillor” means the Chief or a Councillor of any NStQ Community;

“Immediate Family” means a:

- a) a Leadership Councillor’s spouse or Common-Law Partner;
- b) a Leadership Councillor’s father and mother and the spouse or Common-Law Partner of the father or mother;
- c) a Leadership Councillor’s children and the children of a Leadership Councillor’s spouse or Common-Law Partner;
- d) a Leadership Councillor’s grandchildren;
- e) a Leadership Councillor’s brothers and sisters;

- f) the grandfather and grandmother of a Leadership Councillor;
- g) the father and mother of the spouse or Common-Law Partner of a Leadership Councillor and the spouse or Common-Law Partner of the father or mother; and
- h) any relative of a Leadership Councillor who resides permanently with the Leadership Councillor or with whom the Leadership Councillor permanently resides.;

“Leadership Council” means the NStQ Leadership Council, established in accordance with these Terms of Reference;

“Leadership Councillor” means a member of the Leadership Council;

“Majority” means fifty per cent plus one (50%+1);

“NStQ” means the Northern Secwepemc te Qelmucw;

“NStQ Community means each of the four NSTQ member Bands, namely: Tsq'escen' (Canim Lake Indian Band), Xat'sull/Cm'etem (Soda Creek Indian Band), T'exelc (Williams Lake Indian Band), and Stswecem'c/Xgat'tem (Canoe Creek Indian Band);

“NStQ Community Government” means the Band Council of each of the four NStQ Communities.

“NStQ Member” means a registered member of an NStQ Community

“Resolution” means a Resolution of the Leadership Council, passed in accordance with these Terms of Reference;

“Recording Secretary” means the person appointed in accordance with section 12;

“Treaty Coordinator” means the person employed by the Northern Shuswap Tribal Council as Treaty Coordinator;

“Treaty Team” means the Treaty Coordinator, the Northern Shuswap Tribal Council Communications Coordinator and the Community Treaty Manager, Self-Government Coordinator and Treaty Communications Coordinator for each NStQ Community;

“Community Treaty Manager” means a Treaty Manager employed by one of the NStQ Communities.

### **PART III – Creation and Composition of the Leadership Council**

#### **3. Creation and Composition of the Leadership Council**

- 3.1 There shall be a Leadership Council consisting of all members of the NStQ Community Governments.

## **Part IV – Role of the Leadership Council**

### **4. Role and Responsibilities of the Leadership Council**

- 4.1 The Leadership Council shall make decisions and give direction on:
- (a) NStQ Treaty strategy;
  - (b) NStQ Treaty communications issues;
  - (c) boundary issues with other, non-NStQ, First Nations;
  - (d) legal issues of consequence to all NStQ First Nations;
  - (e) fisheries and natural resource issues of consequence to all NStQ First Nations;
  - (f) health issues of consequence to all NStQ First Nations;
  - (g) child welfare, education and social issues of consequence to all NStQ First Nations; and
  - (h) such further matters of common concern to NStQ as may be delegated to it by Resolution of all of the four NStQ Community Governments.
- 4.2 In addition to the matters set out in section 4.1, the Leadership Council may consider and give advice on any matter referred to it by an NStQ Community Government.
- 4.3 The decisions of the Leadership Council with respect to the matters set out in section 4.1, and made in accordance with these Terms of Reference, shall be binding on each NStQ First Nation.
- 4.4 The Leadership Council shall be accountable to the NStQ Membership and shall conduct its business in an open and transparent manner and in accordance with these Terms of Reference.
- 4.5 All members of the Leadership Council are, in their conduct as Leadership Councillors, bound by their oath of office as members of NStQ Community Governments, and shall adhere to these Terms of Reference, and each of their NStQ Community Government policies with respect to ethics, conflict of interest and confidentiality.
- 4.6 In addition to the requirements under section 4.5, each Leadership Councillor shall, within 30 days of being elected to an NStQ Community Government, swear a Leadership Council Oath of Office in the form attached to these Terms of Reference as Appendix “A”, and shall not participate in a Leadership Council meeting until that oath is sworn and filed with the Treaty Coordinator. The oath shall be sworn in front of a Chief of one of the NStQ Communities who has already been sworn in to the Leadership Council.

## **PART V – Leadership Council Procedures and Meetings**

### **5. Meetings of Council**

- 5.1 The Leadership Council shall hold regular Leadership Council meetings on such days and at such times and places as may be necessary to carry out their responsibilities, provided that Council shall meet at least once every calendar month.
- 5.2 The Chairperson, in conjunction with the Treaty Coordinator, shall prepare an agenda for each Leadership Council meeting.
- 5.3 Agenda items will be based on agenda requests completed by Leadership Councillors, the Treaty Coordinator or a Community Treaty Manager.
- 5.4 To enable the preparation the agenda, all agenda requests must:
  - (a) be in the form attached to these Terms of Reference as Appendix “B”;
  - (b) include all relevant background material; and
  - (c) be delivered to the Treaty Coordinator no later than 4:00 p.m. on the Monday of the week preceding the next Leadership Council Meeting.
- 5.5 No later than 4:00 p.m. on the Wednesday of the week preceding the Leadership Council meeting, the Treaty Coordinator shall:
  - (a) post, in a public area of the Northern Shuswap Tribal Council administration building, a notice setting out the day, time, place and agenda of the Leadership Council meeting; and
  - (b) deliver to each Leadership Councillor and each Treaty Team member either personally or via electronic mail, a copy of the notice of the meeting, agenda, minutes of the previous regular Leadership Council meeting and any background material.
- 5.6 Upon receipt of the notice under section 5.5(b), each Community Treaty Manager shall promptly post a copy of the notice in a public area of their NStQ Community band administration building.
- 5.7 Where there is a matter of an urgent nature, a special Leadership Council meeting may be held where requested by the Chiefs of two or more of the NStQ Community Governments.
- 5.8 The Treaty Coordinator shall, as soon as practicable, advise each Leadership Councillor in person, by telephone, by written notice, or by electronic mail of the date, time, place and subject matter of the special Leadership Council meeting.

- 5.9 Where the Treaty Coordinator has used all reasonable efforts to notify Leadership Councillors of the special Leadership Council meeting, the Leadership Councillors present may hold the special Leadership Council meeting notwithstanding the failure of a Leadership Councillor to receive the required notice.
- 5.10 Except where a special Leadership Council meeting is required to address a matter of an urgent nature, all Leadership Council meetings shall take place on NStQ Traditional Territory.
- 5.11 A Leadership Councillor may participate in a Leadership Council meeting by means of telephone or other communications facilities which permit all persons in the meeting to hear each other, and in such case shall be deemed to be present at the meeting.
- 5.12 The accidental omission to give notice of a Leadership Council meeting or the non-receipt of any such notice by a Leadership Councillor, or the failure to post a notice within the time required, shall not invalidate any proceedings at a Leadership Council meeting.

## **6. Chairperson**

- 6.1 Following the ratification of these Terms of Reference, the Chairperson of the Leadership Council shall rotate as follows:
- (a) The first three regular meetings shall be chaired by a Leadership Councillor appointed by the Canim Lake Community Government.
  - (b) The following three regular meetings shall be chaired by a Leadership Councillor appointed by the Canoe Creek Community Government.
  - (c) The following three regular meetings shall be chaired by a Leadership Councillor appointed by the Soda Creek Community Government.
  - (d) The following three regular meetings shall be chaired by a Leadership Councillor appointed by the Williams Lake Community Government.

Following the meetings described above, the pattern will be repeated.

- 6.2 The Chairperson shall be responsible for presiding at all meetings of the Leadership Council and shall perform such other duties as may be required by these Terms of Reference or assigned to the Chairperson by the Leadership Council.

## **7. Order of Business**

- 7.1 Unless otherwise determined by Leadership Council, the order of business at each Leadership Council meeting other than a special Leadership Council meeting held under section 5.6 shall be as follows:
- (a) opening prayer and ceremony;

- (b) call to order and opening by the Chairperson;
- (c) acceptance of agenda;
- (d) delegations, if any;
- (e) readings of, corrections to, and adoption of, minutes of previous Leadership Council meetings;
- (f) completion of unfinished business from previous Leadership Council meetings;
- (g) presentation and reading of correspondence;
- (h) consideration of reports;
- (i) consideration of Resolutions;
- (j) discussion of any new business; and
- (k) adjournment.

## **8. Quorum**

- 8.1 A quorum is required for all Leadership Council meetings.
- 8.2 A quorum of Leadership Council shall be two Councillors from each NStQ Community plus a Chairperson.
- 8.3 If no quorum is present within thirty minutes after the time appointed for the Leadership Council meeting, the Recording Secretary shall take the names of the Leadership Councillors then present and the Leadership Council shall adjourn until the next meeting.
- 8.4 Quorum is not lost solely because one or more Leadership Councillors leaves the room to avoid a conflict of interest, provided that no NStQ Community Government shall be entirely without representation. If this occurs, the matter shall be tabled, and the NStQ Community Government shall ensure that other Leadership Councillors who are not in conflict attend the next meeting to deal with the matter.

## **9. Attendance of Leadership Councillors at Meetings**

- 9.1 Each NStQ Community Government is responsible for ensuring that at least two of its members and, if it is responsible for the appointment of the Chairperson pursuant to Section 6, the Chairperson, attends each Leadership Council meeting.
- 9.2 Each NStQ Community Government shall notify the Chairperson or the Treaty Coordinator if it is aware, or reasonably believes, that its representatives will be unable to attend a regularly scheduled meeting.



9.3 Where notification under section 9.2 is given to the Treaty Coordinator, the Treaty Coordinator shall inform the other Leadership Councillors of the absence and reasons therefor.

## **10. Decision-making**

10.1 The Leadership Council shall make decisions by Consensus. In establishing whether there is Consensus, the Chairperson shall, after discussion of a matter, canvass the Leadership Councillors participating in the decision to determine:

- a) whether all of them agree on a particular decision; or
- b) whether all of them are willing to support a particular decision, regardless of their personal views on the subject of that decision.

10.2 The Chairperson may allow:

- a) further discussion;
- b) caucusing; or
- c) adjournment of a matter to a future Leadership Council Meeting

as may be reasonable in order to achieve Consensus under subsections 10.1(a) or 10.1(b).

10.3 Where a Leadership Councillor reasonably believes he or she is in a conflict of interest, or may reasonably be perceived to be in a conflict of interest, with respect to a matter under consideration, they shall disclose the reason for the conflict of interest, leave the room prior to any debate on the question, and not be counted in the quorum considering the question before the Leadership Council.

10.4 If a Leadership Councillor is in doubt whether he or she is in a conflict of interest, he or she may request a decision of Leadership Council on whether there is a conflict of interest.

10.5 A Leadership Councillor participating in a Leadership Council meeting under section 5.10 is deemed to be present at a Leadership Council meeting and may participate in a decision.

10.6 Subject to section 10.4, each NStQ Community Government shall participate in a decision, and there shall be no abstentions.

10.7 The results of a decision shall be recorded in the minutes by the Recording Secretary.

## **11. Attendance at Meetings**

- 11.1 Leadership Council meetings shall be open to NStQ Members and employees and consultants of NStQ First Nations. NStQ Members shall not be compensated or provided honoraria for attending Leadership Council meetings.
- 11.2 Persons other than those identified in section 11.1 may attend all or part of a Leadership Council meeting where permitted by a decision of Leadership Councillors present.
- 11.3 The Chairperson may request that a person, other than a Leadership Councillor, leave a Council meeting where the Chairperson deems his or her conduct is improper.
- 11.4 Persons, other than Leadership Councillors, whose attendance is permitted at a Leadership Council meeting, shall attend only as observers, and may only address the Leadership Council if their matter is on the agenda or if he or she receives permission from the Chairperson.
- 11.5 Leadership Councillors present may decide that a Leadership Council meeting is closed to all persons, other than members of the Leadership Council if the subject matter relates to one or more of the following:
- (a) law enforcement, if the Leadership Council considers that disclosure could reasonably be expected to harm the conduct of an investigation under law or the enforcement of law;
  - (b) litigation or potential litigation;
  - (c) treaty negotiations;
  - (d) the receipt of advice that is subject to solicitor/client privilege, including communications necessary for that purpose;
  - (e) personal information about an identifiable individual where the Leadership Council considers that release of such information would be inappropriate;
  - (f) information which is, or information that would be, prohibited from disclosure under applicable law; or
  - (g) consideration of whether a Leadership Council meeting should be closed.
- 11.6 If all or part of a Leadership Council meeting is closed, then the Leadership Council may:
- (a) allow a representative or employee of NStQ or an NStQ First Nation to attend to provide assistance or information as it considers appropriate; or
  - (b) allow a person other than a representative or employee of NStQ or an NStQ First Nation to attend, if:
    - (i) the person already has knowledge of the confidential information; or

- (ii) the person is a lawyer attending to provide legal advice in relation to the matter; or
- (iii) the Leadership Council deems the person's attendance necessary.

## **12. Recording Secretary**

- 12.1 The Leadership Council shall appoint a Recording Secretary to perform the duties required by these Terms of Reference and any other duties assigned by the Leadership Council.
- 12.2 Without limiting the generality of section 12.1, the Recording Secretary shall attend all Leadership Council meetings and shall:
- (a) take attendance of Leadership Councillors present;
  - (b) record minutes of the meeting;
  - (c) record decisions and any formal dissent; and
  - (d) not later than seven business days after any Leadership Council meeting distribute to the Leadership Councillors and NSTQ Treaty Team members, either personally or via electronic mail, draft copies of the minutes, action items and Resolutions from that meeting.

## **13. Minutes of Meetings**

- 13.1 The minutes of Leadership Council meetings shall be legibly recorded by the Recording Secretary in a Leadership Council meeting minute book, and maintained at the Northern Shuswap Tribal Council administration office.
- 13.2 The minutes of a Leadership Council meeting, once adopted by the Leadership Council, shall be certified by any two Leadership Councillors who were present at the meeting where the minutes were recorded.
- 13.3 Any NSTQ Member may, at any reasonable time and upon presentation of identification evidencing NSTQ membership, inspect the minutes of any open meeting and may make copies of the minutes upon payment of a reasonable copying fee.

## **14. Resolutions**

- 14.1 Resolutions may be presented and considered at Leadership Council meetings.
- 14.2 Resolutions shall be consistent with the form attached as Appendix "C" and once passed may be certified by any two Leadership Councillors who were present at the meeting where the resolution was passed.

- 14.3 The Chairperson shall present and read each proposed Resolution and, upon the Resolution being moved by one Leadership Councillor and seconded by another Leadership Councillor, shall open discussion on the Resolution.
- 14.4 The Chairperson shall call for a decision upon completion of discussion on the proposed Resolution, and the procedures outlined in section 10 shall apply.
- 14.5 Unless otherwise specified in the Resolution, the Resolution shall come into effect on the date the Resolution was passed.
- 14.6 The Treaty Coordinator shall cause a copy of all passed Resolutions to be recorded and maintained in chronological order.
- 14.7 A passed Resolution may be amended or rescinded by a subsequent passed Resolution, which:
- (a) specifically rescinds or amends the earlier Resolution; or
  - (b) deals with the same matter in a different or contradictory way.
- 14.8 Where two passed Resolutions deal with the same matter in a contradictory way, the earlier Resolution, or parts of the earlier Resolution affected, shall be deemed amended to the extent necessary to resolve the contradiction.

## **15. Adjournments**

- 15.1 Meetings shall be adjourned by motion moved by one Leadership Councillor and seconded by another Leadership Councillor and approved by a decision of Leadership Councillors present.
- 15.2 A meeting shall be deemed adjourned where there is no longer a quorum.

## **PART VI – Conflict of Interest**

### **16. Conflict of Interest**

- 16.1 Leadership Councillors shall avoid a conflict of interest or the appearance of a conflict of interest and shall not be involved in any transaction or matter where they are in a conflict of interest or appear to be in a conflict of interest.
- 16.2 A conflict of interest arises in any situation where a Leadership Councillor or person in their Immediate Family has a personal or business interest in a transaction or matter under consideration by Council.

### **PART XIII - Ratification of Terms of Reference**

#### **17. Ratification**

- 17.1 These Terms of Reference shall be effective upon receipt by the Treaty Coordinator of a Band Council Resolution from each of the NStQ Community Governments approving and accepting these Terms of Reference.

### **PART XIV – Review and Amendment of Terms of Reference**

#### **18. Procedure**

- 18.1 These Terms of Reference shall be reviewed not more than six months after they are made effective pursuant to section 17.1.
- 18.2 The process for further amendments to these Terms of Reference may be initiated by Resolution of the Leadership Council.
- 18.3 Any amendments must be approved by decision of the Leadership Council and by Band Council Resolution of each of the NStQ Community Governments.



## NSTQ LEADERSHIP COUNCIL

### OATH OF OFFICE

I, \_\_\_\_\_, HEREBY SOLEMNLY AFFIRM AND DECLARE THAT, in my capacity as a member of the NSTQ Leadership Council:

1. I will act in the best interests of NSTQ, consistent with the needs of my community and my community's Council, honestly, impartially and in good faith;
2. I will abide by this Oath of Office, the NSTQ Leadership Council Terms of Reference and any policies and procedures of the NSTQ Leadership Council;
3. I will conduct business in an open and transparent manner;
4. I will perform my duties in good faith with a reasonable degree of diligence, care and skill;
5. I will take all reasonable steps to ensure that the financial management of the NSTQ Leadership Council is conducted openly and honestly and in accordance with the NSTQ Leadership Council Terms of Reference, policies and procedures, and sound accounting and reporting practices;
6. I will not disclose confidential information concerning the affairs of the NSTQ Leadership Council or NSTQ Members without proper legal authorization, nor use such information to advance the personal, financial or private interests of myself or others; and
7. I understand that if I violate this Declaration, or any applicable policies and procedures, I am subject to discipline, including, for serious or repeated violations, removal from my position as NSTQ Leadership Council Member.

Declared before an NSTQ Chief already sworn to )  
office on the NSTQ Leadership Council )  
Council at \_\_\_\_\_ )  
British Columbia, on the \_\_\_ day of \_\_\_\_\_, )  
201\_\_\_. )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
Chief )

\_\_\_\_\_



## AGENDA REQUEST & BRIEFING NOTE

ORIGIN:

CONTACT:

ALTERNATE CONTACT:

DATE:

DISTRIBUTION:

SUBJECT:

**Background:**

**Issue:**

**Recommendation:**

**Resolution attached**

**Action:**

DELEGATED PERSONNEL:

TIMELINE:

ACTION TO BE TAKEN:

SOURCE OF FUNDING:



## NS<sup>t</sup>Q LEADERSHIP COUNCIL

### . RESOLUTION

NO. 10-09-01:01

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

The undersigned Northern Secwepemc te Qelmuw (“NS<sup>t</sup>Q”) Leadership Councillors do hereby certify that the following is a Resolution that was approved at the duly convened meeting of the NS<sup>t</sup>Q Leadership Council on the above date.

#### **WHEREAS :**

[Insert recital or series of recitals to provide context of Resolution, as required]

#### **BE IT HEREBY RESOLVED AND AGREED:**

[Insert Resolution, identifying:

- a. action to be taken,
- b. personnel directed to pursue action;
- c. timelines or deadlines, if any; and
- d. source of funding if expenditure is required.]

\_\_\_\_\_  
Leadership Councillor Name

\_\_\_\_\_  
Leadership Councillor Name