



# **Nak'azdli Whut'en**

## **Reserve Lands Advisory Committee**

### **Terms of Reference**

**March 22, 2017**

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## **1.0 Nak'azdli Whut'en Vision Statement**

1.1 Nak'azdli Whut'enne are a holistic community that believes in maintaining and enhancing our traditional values by learning, living and teaching our culture and heritage. Nak'azdli is a vibrant, self-determined community made up of diverse individuals and businesses working together to promote education, health and economic progress. We challenge the future.

## **2.0 Name**

2.1 The name of the committee shall be the Nak'azdli Whut'en Reserve Lands Advisory Committee herein after referred to as the NWRLA

## **3.0 Interpretation and Definitions**

**“NWRLAC”** means the group of appointed persons established under the *Nak'azdli Whut'en Reserve Land Code*, and unless otherwise specified, refers to the *Nak'azdli Whut'en Reserve Lands Advisory Committee*.

**“Community Land”** means any Nak'azdli Whut'en Land, which all Members have a common interest in.

**“Community Meeting”** means a meeting under the Terms of Reference or the *Nak'azdli Whut'en Reserve Land Code* to which Members are invited to attend.

**“Chief and Council”** means the elected Chief Councilor and Councilors of the Nak'azdli Whut'en.

**“Eligible Voters”** means, for the purpose of voting in respect of land matters under the *Nak'azdli Whut'en Reserve Land Code*, a member who has attained the age of 18 years on or before the day of the vote.

**“Chief and Council Appointed NWRLAC Member”** means the member of Chief & Council who is chosen by Chief & Council to sit on the NWRLAC.

**“Executive”** means the members of NWRLAC that hold the positions of chairperson, Vice-Chairperson and Secretary/Treasurer.

**“First Nations Land Register”** means the register maintained by the Department of Indian Affairs and Northern Development under the *Framework Agreement*.

**“Framework Agreement”** means the *Framework Agreement on First Nation Land Management* entered into between the Minister of Indian Affairs and Northern Development and sixty-seven First Nations, including Nak'azdli Whut'en (formerly known as Nak'azdli Band Council), on March 03, 2014.

**“Land Code”** means the *Nak'azdli Whut'en Reserve Land Code*, which was ratified by the Nak'azdli Whut'en membership and brought into effect on December 01, 2016, which is the basis for managing and administering all Nak'azdli Whut'en Land.

**“Lands Manager”** means the person appointed Lands Manager by Chief and Council.

**“Nak'azdli Lands”** means any portion of the reserves referred to in Section 6 of the *Nak'azdli Whut'en Reserve Land Code*, including all the rights and resources that belong to that land.

**“Immediate Relatives”**, is defined as Mother, Father, Child Sister, brother, grandparent, grandchild (or step or adoptive equivalents), Spouse (married or common-law), and any immediate family member or the employee's spouse. Or any person who raised the employee or the employee's spouse acting in place of a parent. Any person who permanently resides with the employee in a dependent position.

**“Law”** means a Law enacted pursuant to the *Nak'azdli Whut'en Reserve Land Code*.

**“Land Resolution”** means a resolution passed by Chief and Council pursuant to the *Nak'azdli Whut'en Reserve Land Code*.

**“Members”** means a person whose name appears on the Nak'azdli Whut'en Band Membership List.

**“Transfer Agreement”** means the Individual Transfer Agreement made between the Nak'azdli Whut'en and Her Majesty in right of Canada in accordance with section 6.1 of the *Framework Agreement*, dated November 23, 2016.

#### **4.0 Purpose**

4.1 The purpose of the NWRLAC is to assist in an advisory capacity or when delegated the authority by Chief & Council to address the needs of our community in respect to the lands, environment, and resources, and to develop laws, policy, procedures, structure and guidance for the members as set forth in the *Nak'azdli Whut'en Reserve Land Code* (effective December 01, 2016) and the *Framework Agreement on First Nation Land Management*, dated March 03, 2014.

#### **5.0 Goals and Objectives**

5.1 The NWRLAC shall, to the best of their abilities, make all efforts to achieve the following goals:

- a) Assist with the development of a Reserve Lands Administration system
- b) Advise Council and Staff of the Reserve Lands Office on matters related to Nak'azdli Reserve land and the Land Code laws and policies

- c) Submit recommendations to Council for laws, resolutions, policies and procedures in relation to the Land Code
- d) Hold regular meetings and community meetings to discuss Reserve Land issues and make recommendations to Council on the resolution of those issues
- e) Assist in the exchange of information between membership and Council where it pertains to the Land Code
- f) Monitor and record community approvals under the Land Code
- g) Perform other such duties as may be necessary from time to time or as directed by Council within the parameters of the Land Code

## **6.0 Composition of the NWRLAC**

- 6.1 Pursuant to Section 22.5 of the *Land code*, NWRLAC shall be comprised of one (1) Council member and a minimum of three (3) and a maximum of five (5) other individuals. Pursuant to Section 22.6 of the Land Code, the majority of the NWRLAC must be Nak'azdli members.
- 6.2 The Lands Manager or Lands Management Staff shall perform the following duties as a non-voting member of the NWRLAC;
  - a) Record and distribute the minutes of all NWRLAC meetings;
  - b) Present all relevant information pertaining to lands, Resources, and Environment to the NWRLAC for debate and recommendation to Chief and Council.
  - c) Act as a liaison between the NWRLAC and membership on any, and all Land Management issues.

## **7.0 Selection and Tenure**

- 7.1 Pursuant to Section 22.7 and 22.8, Chief and Council shall appoint a member of Council and up to five (5) other individuals to sit as members of the NWRLAC.
- 7.2 Persons appointed to the NWRLAC will hold staggered terms of 4 years as set out in Section 22.9 and 22.10 of the Land Code.
- 7.3 There is no limit on the number of consecutive terms that a NWRLAC member can hold.

## **8.0 Resignations, Dismissals and Vacancies**

- 8.1 Resignations from the NWRLAC:
  - a) Shall be submitted, in writing, to the Chairperson, and

b) Should allow for thirty (30) days' notice.

## **8.2 Vacancies and Dismissals**

8.2.1 A position on the Lands Authority is said to be vacant or may be subject to dismissal when they:

- a) Resign;
- b) Is or become ineligible to hold office under Section 22.7 of the Land Code;
- c) Cease to be a Member because of a transfer of membership from the First Nation;
- d) Is absent for three consecutive meetings of the Lands Authority for a reason other than illness or incapacity without being authorized to be absent by the NWRLAC;
- e) Becomes mentally incompetent; or deceased;
- f) as an appointed authority ceases to be a member of Chief and Council.
- g) are removed for cause according to section 22.7 by agreement of the NWRLAC

8.2.2 A position on the NWRLAC shall, by motion of the NWRLAC, be declared vacant if the member falls under any of the clauses in Section 8.2.1.

8.2.3 Pursuant to Section 22.14 of the Land code, Chief and Council shall, at the first regular meeting following receipt of the notice of vacancy, fill the position on the NWRLAC in accordance with the NWRLAC Procedure.

8.2.4 Any appeals of decisions to dismiss a NWRLAC member shall be directed to Chief and Council and/or the dispute resolution body created within the Land Code.

## **9.0 NWRLAC Executive**

9.1 The NWRLAC Executive will be determined by the NWRLAC members and shall consist of:

- I ) Chairperson
- II ) Vice Chairperson
- III ) Secretary/treasurer

9.1.1 The duties of Secretary/Treasurer shall be deferred to the Lands Manager.

- 9.2 The tenure of the Executive shall be at the discretion of the Lands Authority.
- 9.3 There is no limit on the number of consecutive terms for the Executive positions.

## **10.0 Responsibilities of the Chairperson**

10.1 It is the role of the Chairperson to:

- a) Ensure that meetings proceed in an orderly and considerate manner, attempting to ensure that there is a clear understanding on any and all issues before calling for the drafting of the motion.
- b) Be the official spokesperson for the NWRLAC.
- c) Conduct affairs of the meeting, only when there is a quorum.
- d) Chair meetings of the NWRLAC;
- e) Table any Reserve Lands financial statements to Council
- f) Report to the Council and members on the activities of the NWRLAC; and
- g) Perform such other duties as Council may reasonably prescribe.

10.2 It is the role of the Vice-Chairperson to act in the capacity of the Chairperson in their absence.

10.3 In the event that both the Chairperson and Vice-Chairperson are absent from the meeting, but quorum remains, the secretary/Treasurer can fulfill the duties of the Chairperson for that particular meeting.

10.4 It is the role of the Secretary/Treasurer to:

- a) Cause to be kept complete and accurate minutes of the proceedings.
- b) Draft and circulate minutes to all NWRLAC members.
- c) Draft and circulate notice of upcoming meetings.
- d) Keep records of attendance.
- e) Cause to be kept, all papers of the NWRLAC entrusted to him/her.
- f) Provide a brief summary of the minutes of the previous meetings including action items and issues requiring follow up.
- g) Carry on the correspondence of the NWRLAC.

**11.0 General Duties of the NWRLAC**

- 11.1 Abide by the policies and codes set out by Chief and Council that apply to the position of a NWRLAC member.
- 11.2 Notify a member of the Executive in the event that they are unable to attend a meeting.
- 11.3 Participate fully in the business set forth at the NWRLAC meetings.

**12.0 Meetings**

- 12.1 The NWRLAC shall schedule meetings as required to deal with Lands, environmental and resource issues.
- 12.2 Special meetings may be called by the Lands Manager.

**13.0 Remuneration**

- 13.1 Voting NWRLAC members shall receive \$150.00 for their attendance at regular meetings, unless the meeting lasts longer than 3.5 hours, in which case, they will receive \$200.00.
- 13.2 Any Nak'azdli administration staff member who is appointed to sit on the NWRLAC must take time off without pay and receive an honorarium for meetings that take place during regular office hours (8:00am-4:00pm).

**14.0 Quorum**

- 14.1 A quorum shall exist when:
  - a) At least three (3) voting members of the NWRLAC are present, and
  - b) One of the following is present: Chairperson, Vice Chairperson or Secretary/Treasurer.
- 14.2 If a quorum is not present, all decisions and recommendations shall be tabled until a quorum is reached.

**15.0 Decision Making and Voting**

- 15.1 Consensus shall be used to decide all matters when possible.



- 15.2 In order to ensure the Minutes are clear and concise, and that all decisions are registered, the Chairperson shall describe the decision that has been made and the Secretary/Treasurer shall enter it into the minutes.
- 15.3 A motion is passed on a majority vote.
- 15.4 NWRLAC members shall refrain from participating in discussion and matters where potential, perceived or real conflict of interest exists.
- 15.5 Once the NWRLAC reaches a decisions, each member of the NWRLAC shall respect and support that decision, regardless of how any particular NWRLAC member voted.

#### **16.0 Conflict of Interest**

- 16.1 Conflict of interest is a situation in which a person has a private or personal interest sufficient to influence the issues of the day.
- 16.2 When NWRLAC members find themselves in a position of a real, apparent or potential conflict of interest, that NWRLAC member shall openly declare the conflict to the NWRLAC.
- 16.3 Furthermore, the NWRLAC member in the real, apparent or potential conflict of interest, shall refrain from any involvement in the discussion or voting, and shall remove themselves from the room until the issue is decided upon.

#### **17.0 Access to Information**

- 17.1 The Minutes of the NWRLAC meetings may be made available to any Nak'azdli member upon request, during regular business hours of the Nak'azdli Whut'en Capital, Lands & Housing Office.
- 17.2 All regular meetings of the NWRLAC shall be open to any member of the Nak'azdli Whut'en. Any member of Nak'azdli Whut'en can attend a regular meeting of the NWRLAC as an observer.

#### **18.0 Review and Amendment**

- 18.1 The NWRLAC shall comprehensively review the terms of reference every two (2) years.
  - 18.1.1 Changes must be submitted to Nak'azdli Whut'en Council for approval.