

TABLE OF CONTENTS

1.0	Background	3
2.0	Rationale	3
3.0	Definitions	3
4.0	Stó:lō Collective Members	3
5.0	Eligibility	4
6.0	Term.....	4
7.0	Decision Making.....	4
8.0	Composition and Functions.....	4
9.0	Duties and Responsibilities of the Stó:lō Collective	5
10.0	Termination of Appointment	5
11.0	Ethics, Accountability, and Conflict of Interest	5
12.0	Confidentiality of Information	5
13.0	Powers of the Stó:lō Collective	5
14.0	Amendments.....	6

1.0 BACKGROUND

The Stó:lō Collective (SC) is established as care takers of the land Xóxelhmet te S'ólh Téméxw – Taking Care Of The Land“ working together to ensure the jointly held lands of Coqualeetza and Pékwx'e:yles are being taken care of in a good way.

2.0 RATIONALE

The Stó:lō Collective is formally created to help with the organization of the 21 communities coming together as a collective and to further engage in land use discussions as 21 property owners of the commonage lands of Coqualeetza and Pékwx'e:yles.

3.0 DEFINITIONS

- 3.1 **Meeting Quorum** shall consist of **50% + 1 (11)** of the 21 formally delegated representatives of the member communities, or their duly authorized proxies.
- 3.2 **Proxy** means a representative authorized in writing by a First Nation to attend a Stó:lō Collective meeting in place of an elected representative. A duly appointed proxy may participate in discussion and shall be counted for the purposes of attendance and/or voting **in accordance with the written direction of the First Nation.** (Appendix #1)
- A proxy may be an elected representative, administrative representative, or other individual authorized in writing by the First Nation. An administrative representative appointed as a proxy acts in that capacity for the meeting and is not subject to the non-voting restriction.
- 3.3 **Administrative Representative** means a non-voting person attending on behalf of their community whether on a permanent, auxiliary or contract basis, and is responsible for information distribution to their community.
- 3.4 **Decision** means the recommendations or a resolution.

4.0 STÓ:LŌ COLLECTIVE MEMBERS

- 4.1 A Stó:lō Collective member is hereby established to be known as the selected representative for their First Nation community consisting of elected members representing the Stó:lō Collective hereafter referred to as “the Collective”.
- Aitchelitz, Chawathil, Cheam, Kwantlen, Kwaw-kwaw-apilt, Leqamel, Matsqui, Popkum, Seabird Island, Shxw'ow'hamel, Skawahlook, Skowkale, Shxwha'y Village, Skwah, Soowahlie, Sqewlets, Squiala, Sts'ailes, Sumas, Tzeachten, and Yakweakwioose.
 - Administrative representatives will be selected from each of the communities for information sharing/ distribution to their community.
- 4.2 The names of the members and/or representatives will be posted by the Stó:lō collective, in an area accessible to all members.

5.0 ELIGIBILITY

The elected representative and administrative representative for the Stó:lō Collective must be appointed by a letter signed by Chief and/or Council or Band Council Resolution.

6.0 TERM

The representatives and administrative representatives will serve on the Stó:lō Collective until a new letter or BCR is submitted.

7.0 DECISION MAKING

7.1 **Step 1 Quorum- General Decision-Making Mechanism**

General decision-making mechanism shall consist of 50% (11) of the community representatives of which are elected representatives of their respective communities or given authority to represent the community on their behalf.

This level of quorum provides the authority to:

- Host and conduct regular meetings.
- Approve meeting minutes and administrative matters.
- Make smaller, less impactful operational decisions that do not commit or encumber collective resources or lands; and
- **Develop and advance recommendations or draft resolutions for consideration under Step 2** on matters that require broader community approval (e.g., financial commitments, land use decisions, or strategic initiatives).

7.2 **Step 2 Quorum – Major Decision-Making Mechanism**

Major decision-making mechanism shall consist of 75% (15) of the community representatives of which all are elected representatives of their respective communities or given the authority to represent the community on their behalf.

This level of quorum provides the authority to:

- Make decisions regarding financial commitments involving significant funds.
- long-term property or land use decisions, or actions that may bind the collective

Formal approval shall be sought from all member communities through an **email-based resolution process** initiated from Step 1 recommendations.

- A **minimum 60-day response period** shall be provided to allow each Nation sufficient time for internal review and community-level discussion.
- A **decision will require the support of 75% (15)** of the community representatives, all of whom must be either elected representatives or have delegated authority.
- If consensus cannot be achieved within the 60-day period, the matter may be **referred back to Step 1** for further discussion, clarification, or amendment prior to re-circulation.

7.3 **Proxy Representation**

A First Nation may appoint a proxy representative where its elected representative is unable to attend a meeting. Proxy appointments must be provided in writing and apply only to the meeting identified in the written appointment. A duly appointed proxy may be counted for attendance and may vote **only in accordance with the written direction of the First Nation.**

- 7.4 Following the guidance of the chairperson, the Collective will make decisions through a consensus approach.
- 7.5 In those situations where a consensus cannot be reached within a reasonable time frame, the chair can recommend the matter be put to a vote. The Meeting Chair will vote in the event of a tie.
- 7.6 ***Conflict of interest:*** Where a real or perceived conflict of interest exists in relation to a matter under consideration, the conflict shall be declared by the Chair or may be raised by any member of the Collective. Where a conflict is identified, the Chair shall recuse themselves from chairing discussion and voting on that matter, and an alternate Chair shall be appointed for that item.

8.0 COMPOSITION AND FUNCTIONS

- 8.1 Once selected to the Collective, members will appoint representatives for the following positions:
- 8.2 The collective members will maintain the following positions:
- **1 Chairperson** One member will be appointed to chair the meeting at the start of each session. The Chairperson provides directions in the conduct of meeting tasks and activities.
 - **Record Keeper** will generate an agenda based on input from members; record minutes, ensure the minutes of the meeting are approved before distributing to all members. It is the administrative representative's responsibility to ensure they are distributed to their Stó:lō communities. The record keeper will act as co-chair if the chairperson is not in attendance.
 - **Secretariat** shall be a non-voting member of the Stó:lō Collective. The secretariat, in cooperation with the chairperson, will provide technical assistance, monitor Stó:lō Collective activity and follow-up on the members' attendance. Maintain all meeting records. If the chairperson and the record keeper are not available to chair the meeting, then the secretariat will act as co-chair.
- 8.3 Collective members – attend and participate in Stó:lō Collective meetings:
- Take on the responsibility to communicate to their respective members what transpired.
- 8.4 Proxy collective members take over the roles and responsibilities when the regular members are unavailable, including attending all regular and urgent

meetings. It is their responsibility to communicate with their respective members what transpired.

9.0 DUTIES AND RESPONSIBILITIES OF THE COLLECTIVE

- 9.1 Meet at least three (3) times in the calendar year and/or when required. The agenda should be prepared by the Record Keeper in cooperation with the two (2) Chairs. Minutes of the meetings shall be made available three (3) weeks after the meeting and distributed accordingly.
- 9.2 Ensure that adequate records on policies are kept and data monitored on a regular basis.
- 9.3 Prepares a budget on a yearly basis and submits it to the Chair for approval.
- 9.4 Ensure all serving collective members receive proper orientation to their work.
- 9.5 Request replacement for any position vacant as soon as is realistically possible. No position may remain vacant for more than sixty (60) days.
- 9.6 Each member is obliged to be present at all 3 meetings or provide Proxy. No meetings will be held in July, August and December, unless an urgent matter arises and requires immediate attention.

10.0 TERMINATION OF APPOINTMENT

- 10.1 Chief and Council of the First Nation/Band will make all final decisions with respect to removal of their representatives from the collective group.
- 10.2 A representative can resign from the collective group by informing their respective Chief and Council, at that point a new representative will be appointed; in the interim the other representative can attend the meetings.

11.0 ETHICS, ACCOUNTABILITY AND CONFLICT OF INTEREST

- 11.1 The collective must follow the protocols developed collectively to ensure its effectiveness as a group.
- 11.2 In the event of a conflict of interest from any collective member, that person must voluntarily remove her/himself from the deliberation or investigation process.

12.0 CONFIDENTIALITY OF INFORMATION

The collective shall ensure that any information used in the discussion and/or deliberations made by the members is kept confident within the guidelines of the Personal Information Protection and Electronic Documents Act (PIPEDA).

13.0 POWERS OF THE STÓ:LŌ COLLECTIVE

Powers of the Stó:lō Collective – shall have full access to any records.

14.0 AMENDMENTS

The Collective Terms of Reference shall be reviewed annually, and changes may be made when the need arises. Any changes will be voted on and approved by those present at a duly convened meeting.

THIS TERMS OF REFERENCE APPROVED BY:

CHAIR:

Stó:lō Collective Member

Date _____

CO-CHAIR:

Stó:lō Collective Member

Date _____

THIS TERMS OF REFERENCE IS CERTIFIED CORRECT AND IN ORDER:

NAME:

Stó:lō Collective Member

Date _____

NAME:

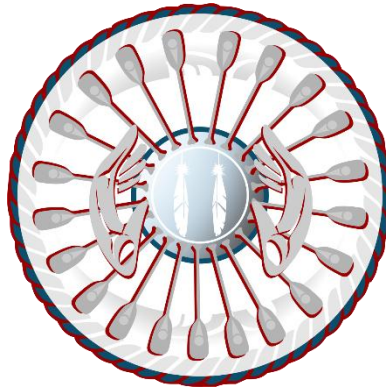
Stó:lō Collective Member

Date _____

I have read this TOR and abide by the policies, guidelines and procedures for my participation as a member of this Stó:lō Collective Group.

POSITION	TITLE/ NAME	PROXY	FN COMMUNITY	SIGNATURE
CHAIR PERSON				
CO-CHAIR PERSON				
RECORD KEEPER				
SECRETARIAT	Abby Duncan/ Kelly Willmets			
MEMBER 1				
MEMBER 2				
MEMBER 3				
MEMBER 4				
MEMBER 5				
MEMBER 6				
MEMBER 7				
MEMBER 8				
MEMBER 9				
MEMBER 10				
MEMBER 11				
MEMBER 12				
MEMBER 13				

POSITION	TITLE/ NAME	PROXY	FN COMMUNITY	SIGNATURE
MEMBER 14				
MEMBER 15				
MEMBER 16				
MEMBER 17				
MEMBER 18				
MEMBER 19				
MEMBER 20				
MEMBER 21				



STÓ:LŌ COLLECTIVE
PROXY

Attention: Record Keeper/Secretariat

I, _____, of _____ First Nation, located in the Province of British Columbia, hereby appoint _____, as proxy to represent and/or vote on behalf of the _____ First Nation at the Stó:lō Collective Meeting to be held on _____ at _____ for the purposes of _____.

Please indicate the proxy authority being granted by checking one box below:

Vote Attendance Both

Dated this _____ day of _____, 20____.

{SIGNATURE}

Chief _____

_____ First Nation