

# Fraser Valley Treaty Advisory Committee

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## OPERATING PROCEDURES AND PROTOCOLS

WHEREAS the Province of British Columbia and the Union of British Columbia Municipalities (on behalf of Local Governments) have entered into a Memorandum of Understanding ("MOU") dated January 15, 2003 regarding Local Government participation in treaty negotiations;

AND WHEREAS pursuant to the MOU and the Protocol, the Fraser Valley Treaty Advisory Committee (FVTAC) has been established;

AND WHEREAS the FVTAC has agreed to a Terms of Reference to guide its role in the negotiations as a full member of the Provincial negotiating teams;

NOW THEREFORE the FVTAC hereby establishes the following operating procedures and protocols:

### 1 ADMINISTRATION

1.1 The FVTAC shall be administered by the Fraser Valley Regional District.

### 2 PURPOSE

2.1 The purpose of the FVTAC is to ensure the interests of local government jurisdictions within the geographical area of the FVTAC and/or sphere of socio-economic influence related to the local governments are identified and taken into account by the Province in the tripartite treaty negotiation process.

2.2 The FVTAC shall upon considering the interests of local government, submit the appropriate documentation to the Provincial Negotiator through the designated FVTAC representative for submission to the Main Table Tripartite Negotiations.

2.3 The FVTAC shall communicate matters of local government interest to members of the public at large.

2.4 In recognition of the growing importance of Intergovernmental Relations and the necessity of local governments to be fully apprised of key developments in Aboriginal law and policy, the FVTAC and its staff may, as authorized by the FVTAC Chair, support members with

technical and administrative assistance in areas of Aboriginal and Intergovernmental Relations, be they related or unrelated to treaty negotiations.

### **3 MEMBERSHIP**

- 3.1 The FVTAC shall be comprised of representatives from each jurisdiction represented on the Fraser Valley Regional District Board of Directors and those members outside the Fraser Valley Regional District as may be deemed appropriate by the FVTAC.
  - 3.1.1 FVTAC Members representing jurisdictions outside the Fraser Valley Regional District shall be granted non-voting "observer status".
  - 3.1.2 FVTAC Members, including "observer status" members and staff representatives, shall be entitled to participate during In Camera sessions of the FVTAC.
  - 3.1.3 FVTAC Members, including "observer status" members and staff representatives, shall at all times be subject to any and all confidentiality and openness protocols and procedures employed during the B.C. Treaty Process, as applicable to the FVTAC, including, but not limited to the provisions of the Freedom of Information and Protection of Privacy Act (1992), SBC Ch. 61 and amendments thereto.
- 3.2 Each participating member municipality represented on the FVTAC may appoint as members of the FVTAC, two (2) elected representatives, two (2) elected alternates and one (1) staff representative to the FVTAC.
- 3.3 The Fraser Valley Regional District Board of Directors, vis a vis the Electoral Area Services Committee, may appoint as members of the FVTAC, three (3) Electoral Area Directors and two (2) elected alternates and one (1) staff representative to the FVTAC.
- 3.4 Observer status members may appoint as non-voting members of the FVTAC, one (1) elected representative, one (1) elected alternate and one (1) staff representative to the FVTAC.
- 3.5 The appointing body shall provide the Chair with written notice of appointments including contact addresses, telephone and fax numbers.
- 3.6 Membership in the FVTAC shall be for one (1) calendar year, commencing in January of a given calendar year.

- 3.7 An up to date list of FVTAC members will be maintained by the Chair and shall be distributed to all members. The membership list maintained by the Chair shall be deemed to be correct.

#### **4 VOTING**

The FVTAC is an advisory body. As such, all efforts will be made to ensure all views represented on the Committee are carried forward to the negotiation tables. However, votes may be required on issues related to policy and administrative matters. In these instances:

##### **4.1 Participating Member Municipality**

4.1.1 Each participating member municipality shall have two (2) votes which shall be exercised by its elected representative(s) or their alternate(s) in the absence of the elected representative(s).

4.1.2 Where only one (1) elected representative or alternate is present, that individual shall be entitled to cast two (2) votes on behalf of the participating member municipality.

##### **4.2 Electoral Area Representation**

4.2.1 Each Electoral Area Director shall have two (2) votes which shall be exercised by the elected representative(s) or their alternate(s) in the absence of the elected representative(s).

4.2.2 Where only one (1) Electoral Area Director or alternate is present, that individual shall be entitled to six (6) votes on behalf of the Electoral Area Directors.

##### **4.3 Observer Status Members**

"Observer status" members of the FVTAC shall not be afforded any voting privileges or opportunities.

##### **4.4 Staff Appointees**

Staff Appointees to the FVTAC shall act in an advisory capacity only and shall not be afforded any voting privileges or opportunities.

##### **4.5 General**

- 4.5.1 Unless specified otherwise in these Operating Procedures and Protocols, voting will be by way of simple majority of the votes cast.
- 4.5.2 Abstention will be recorded as a vote in the positive.
- 4.5.3 The vote of a Committee member is not binding on his/her jurisdiction. However, it is the responsibility of each member to ensure his/her Council/Board is informed of the issues before the FVTAC. Each representative will make his/her best efforts to represent the interests of his/her respective jurisdiction.

## **5 APPOINTMENT OF CHAIR AND ELECTION OF VICE CHAIR**

- 5.1 The FVTAC shall elect a Chair by simple majority vote at the first meeting of the FVTAC in any given year.
- 5.2 The FVTAC shall elect a Vice Chair by simple majority vote at the first meeting of the FVTAC in any given year.
- 5.3 The Chair of the Fraser Valley Regional District shall endorse the vote of the FVTAC for the Chair of the FVTAC at the first Board Meeting following the first FVTAC meeting in any given year.
- 5.4 The term of the Chair and Vice Chair shall be one (1) calendar year.
- 5.5 The Chair and Vice Chair may be vacated by a 2/3 majority vote of not less than 90% of the full FVTAC.
- 5.6 The Chair, or the Vice Chair in the Chair's absence, shall be the signing authority for the FVTAC.

## **6 EXECUTIVE COMMITTEE AND SUB-COMMITTEES**

- 6.1 The FVTAC may strike an Executive Committee, the purpose of which shall be to represent the interests of the FVTAC on a day-to-day basis between meetings of the full FVTAC. The Executive will be accountable to the full FVTAC.
- 6.2 The purpose of the Executive shall be to represent the interests of the FVTAC on a day-to-day basis between meetings of the full FVTAC. The Executive will be accountable to the full FVTAC.
- 6.3 The Executive shall sit at the call of the Chair or by resolution of the full FVTAC.

- 6.4 The Executive Committee shall consist of the Chair and Vice Chair of the FVTAC and the three Table Representatives plus elected Member (s) at Large to a total of no more than five (5).
- 6.5 The FVTAC may also elect additional sub-committees, by simple majority, as it deems appropriate.
- 6.6 Chair and Vice Chair of the FVTAC will be ex officio members of the Executive Committee and all other sub-committees that may be created.
- 6.7 All sub-committees, including the Executive, will be subject to their respective terms of reference, but will at all times be subordinate to the full FVTAC and will respect the FVTAC's operating procedures.
- 6.8 Unless otherwise specified, the term of all sub-committees, including the Executive, will be congruent with the term of the full FVTAC.

## **7 APPOINTMENTS TO NEGOTIATING TABLES AND OTHER EXTERNAL COMMITTEES AND AGENCIES**

- 7.1 The Chair of the FVTAC shall recommend the appointment of elected and staff representatives to all negotiating tables and other external committees and agencies, subject to endorsement by a majority vote of the FVTAC.
- 7.2. The position of primary Table Representative will be held by an elected official.
- 7.3. The FVTAC may appoint a Table Alternate, a position which may be held by an elected official or staff.
- 7.4 In the case where the Alternate position is filled by a staff member or employee of the FVTAC, the following procedures will govern activities her/she undertakes in that position:
- 7.4.1 The primary function of an Alternate is to attend negotiation or other sessions in the absence or in the support of the primary Table Representative.
- 7.4.2 In the absence of the primary Table Representative the Alternate will attend any negotiations sessions, meetings or related events primarily as an observer, and will report on the activities to the Table Representative as soon as reasonable after the completion of the session.
- 7.5 The Alternate will speak on behalf of the FVTAC to the members of the negotiating table only when:

- 7.5.1 Prior consultation on particular issues with the full FVTAC, Executive, or Chair, resulted in a directive to the Alternate to communicate specific information to the table;
- 7.5.2 FVTAC interests on a topic had been previously identified and endorsed by the FVTAC through resolution or acceptance of an interest paper or statement.
- 7.6 In cases when the FVTAC wishes to have both the primary and Alternate Table Representative attend a negotiation session or meeting, consultation with the Provincial Negotiating Team will first occur to ensure compliance with the each Tables' Openness Protocols.

## **8 REPRESENTATIONS BY FVTAC REPRESENTATIVES AT TREATY NEGOTIATIONS**

- 8.1 Pursuant to Section 7 herein, a FVTAC member shall be appointed to represent the interests of the FVTAC at all Tripartite Treaty Negotiations affecting the Fraser Valley area, including, but not limited to the Yale and Sto:lo negotiations.
- 8.2 The FVTAC representative(s) will be the official spokesperson(s) for, and representative(s) of, the FVTAC in the Fraser Valley area negotiations.
- 8.3 Notwithstanding Section 7, the FVTAC representative(s) may be removed by a 2/3 majority vote of not less than 90% of the full FVTAC.
- 8.4 When the FVTAC Table Representative to any table where FVTAC has status as a local government representatives attends negotiations at a table (Maintable, Side, Working or Technical Working Group Tables), a remuneration of \$150.00 plus incidental expenses will be provided per day. (*amended Dec. 13/06*)

## **9 REPRESENTATIONS BY FVTAC MEMBERS**

- 9.1 The Chairman of the FVTAC is its official spokesperson and individual members shall defer to the Chairman whenever the official position of the FVTAC is sought by a third party.
- 9.2 Where individual views are expressed by individual members to third parties in any external venue, especially where those views differ from the official position of the FVTAC or where the FVTAC has yet to take a position on an issue, the member shall clearly state that the view expressed is not the official position of the FVTAC but rather the individual view of the member.

## **10 MEETINGS**

- 10.1 Meetings of the FVTAC will generally be held the fourth Tuesday of each month commencing at 4:00 p.m. in the Fraser Valley Regional District Boardroom. This schedule and venue may be amended at the direction of the Chair or by simple majority vote.
- 10.2 A quorum shall constitute a majority of the voting members.
- 10.3 An agenda will be circulated to all appointed members and their alternates prior to each FVTAC meeting.
- 10.4 All regular meetings of the FVTAC will be open for public observation.
- 10.5 Notwithstanding Section 8.4, In-Camera sessions may be called at the discretion of the Chair to deal with items of a confidential nature.
- 10.6 Meetings of the FVTAC may be conducted by telephone conference call provided that a quorum of the members participate.

## **11 MINUTES AND MEETING NOTES**

- 11.1 Minutes will be kept of all meetings of the full FVTAC.
- 11.2 Minutes of the full FVTAC will reflect attendance, general discussion points, motions, dissenting votes and opinions.
- 11.3 Minutes from each meeting will be circulated for approval and adoption at the subsequent meeting of the full FVTAC.
- 11.4 Meeting notes will be kept at all Executive and sub-committee meetings.
- 11.5 Meeting notes will reflect general discussion points and outcomes.
- 11.6 Meeting notes from all Executive and sub-committee meetings shall be circulated to the full FVTAC at the earliest opportunity.

## **12 BUDGETING, FUNDING AND COST SHARING**

- 12.1 The FVTAC will prepare and adopt an annual operating budget. This budget will include estimates for the costs of staff, office expenses, meeting and travel expenses, and the like.

- 12.2 Funding requests to the Treaty Negotiation Office shall be considered on a case by case basis in the event FVTAC identifies a lack of financial capacity to participate in a specific activity related to a treaty negotiation table.
- 12.3 Any budgeted amounts not borne by the Province shall be cost shared by the FVTAC members through the participating jurisdictions. This shall be according to a formula agreeable to the FVTAC members.
- 12.4 The FVRD shall submit a requisition to each participating jurisdiction for their share of the budget based upon the apportionment formula approved by the FVTAC.

### **13 EXPENSES AND HONORARIUMS**

- 13.1 FVTAC members shall be reimbursed for reasonable expenses (e.g. mileage at FVRD rates, parking, travel and other reasonable out-of-pocket expenses) incurred while on FVTAC business such as conferences or special meetings where their attendance is requested by the FVTAC Chair provided they are not covered by any other source. FVTAC members will also be reimbursed for travel expenses to and from regular FVTAC meetings and periodic workshops provided they are not covered by any other source. Other expenses shall be reimbursed at the discretion of the Chair. It is the responsibility of FVTAC members to submit expense forms to FVTAC staff in order for reimbursement to occur.
- 13.2 Honorariums for attendance at each FVTAC Meeting shall not be paid to members of the FVTAC.

### **14 STAFFING**

- 14.1 The FVTAC may appoint a person to act as an administrative officer to the Committee. Such an appointee shall be a consultant or other person(s) employed by the Fraser Valley Regional District.
- 14.2 The FVTAC may appoint additional staff as required to fulfil the mandate of the Committee.
- 14.3 The costs of staff shall be borne by the FVTAC in accordance with Section 12 herein.

### **15 RELATIONSHIP WITH NEIGHBOURING TACs**

- 15.1 The FVTAC will endeavour to maintain ongoing communication and information sharing with TAC's throughout the Province on issues of mutual concern.

15.2 Where there is a shared area of interest with an adjoining TAC, those interests will be communicated to that TAC.

## **16 MISCELLANEOUS**

16.1 These Operating Procedures may be amended by a 2/3 majority vote of not less than 90% of the full FVTAC. Seven (7) days' written notice of the proposed changes must be given to all FVTAC members.

Adopted as amended on March 25, 1997.

Amended:

February 22, 2000

January 23, 2001

February 19, 2003

December 13, 2006

February 24, 2009