

## Tapwâkîmotân Ta Wîcihitoyahk - Chartered Community Partnership Agreement

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

BETWEEN: \_\_\_\_\_ (hereafter the “Community”)

AND: the Métis Provincial Council of BC, Métis Nation of British Columbia (hereafter “MNBC”)

**WHEREAS** \_\_\_\_\_ wishes to partner with MNBC to promote the language, arts, culture, and welfare of Métis Citizens in BC;

**WHEREAS** the MNBC *Constitution* identifies Communities as the basic unit of the Métis Government;

**WHEREAS** MNBC has a *Chartered Community Act* which describes our ta-kaskîtamâtôyahk (collective accountabilities) and principles for partnership between and among MNBC and Chartered Communities;

**WHEREAS** the Community and MNBC (the “Parties”) agree that the purpose of this Agreement is to implement a formal relationship between the Parties to accomplish the strategic goal of assisting the Community with good financial and governance practices based to sustain the Community, Citizens, and MNBC, and to promote the rights of Métis Citizens in BC;

**NOW THEREFORE**, the MNBC and the Chartered Community agree to the following bilateral accountabilities:

### 1. Name of this Agreement

- 1.1 This agreement shall be called the *Métis Nation of British Columbia Tapwâkîmotân Ta Wîcihitoyahk: Chartered Community Partnership Agreement*.

### 2. Definitions

- 2.1 All words and phrases in this Agreement have the same meaning as in the *Kâ isi nâtama ôta ati nîkân Act (Chartered Community Act)*. In the event of any conflict, the definitions as set out in MNBC Legislation, shall prevail.

### 3. General

- 3.0 This Agreement constitutes a Community Governance Charter as referred to in the MNBC *Constitution*, and each party agrees to uphold the respective responsibilities set out in this agreement.
- 3.1 The Parties acknowledge and agree that all previous agreements creating an affiliation between the MNBC, and the Chartered Community are superseded by this Agreement and are hereby terminated effective on the date of this Agreement.
- 3.2 This Agreement shall survive and remain in effect during and after Provincial, Regional and Community Elections, unless a Party exercises its right to terminate this Agreement as set out in Section 10 below.

#### **4. Privacy, and Data and Information Sharing**

- 4.0 MNBC agrees to make every reasonable effort to streamline and reduce administrative tasks and reporting for Chartered Community Boards and Volunteers by providing administrative supports as set out in this agreement and Appendix A – *the Menu*.
- 4.1 The Chartered Community agrees to either adopt the “*MNBC Chartered Community Privacy Policy*” or develop a privacy policy consistent with MNBC's and in compliance with the requirements of the *Personal Information Protection Act* within six months of the agreement's commencement.
  - (a) At the Chartered Community's request, MNBC agrees to support the drafting, writing, development, and/or review, of a privacy policy for each Chartered Community.
- 4.2 The Chartered Community and MNBC agree to enter into a data-sharing agreement, before sharing any confidential information, including, but not limited to, citizen information. Both parties understand their legal responsibility to safeguard citizen and member information and will adhere to all relevant privacy and information security laws set out by the relevant privacy legislation, and MNBC legislation.
- 4.3 The Chartered Community agrees to provide information to MNBC, in a timely manner, for the maintenance of good collaboration, communication and support. This information includes:
  - (a) Changes to the Chartered Community's contact details, location, Board Members, meeting minutes, and bylaws;
  - (b) Any reporting that is required as a condition of a program or initiative funded by MNBC; and
  - (c) Upon reasonable request, any reporting that is required as part of maintaining good standing as a Society under the BC Societies Act.
- 4.4 MNBC agrees to provide annual financial reporting to any Chartered Community who requests access, including approved budgets, actual expenditures and variances.
- 4.5 MNBC agrees to adhere to all guidelines and procedures for consultation and community engagement with Chartered Communities as set out in MNBC legislation and applicable policy.

#### **5. Events within Community Boundaries**

- 5.1 Pursuant the *Chartered Community Act*, MNBC agrees to make all reasonable efforts to notify a Chartered Community at least ten (10) business days in advance of Citizen-centred activities planned within the boundaries of the Community and that have the possibility of encroaching on the Community's rights and activities at the local level. MNBC agrees that, where possible, a partnership opportunity for the event will be provided by MNBC.
- 5.2 For events hosted by MNBC, MNBC will provide an invitation to the Chartered Community within the geographic area that the event will take place. The invitation will be extended to the Chartered Community via the President and Vice-President

for at least one Chartered Community member. The invitation will be distributed through the email address provided by MNBC.

- (a) If an event is designated for a specific demographic the Chartered Community agrees, where possible, to make every reasonable effort that the invitee from their community be from the same targeted demographic.

5.3 The Chartered Community agrees to make all reasonable efforts to notify MNBC at least ten (10) business days in advance of events planned within the boundaries of the Community, that involve staff or elected officials from provincial, national, or international organizations and governments.

- (a) MNBC understands that the Community will take the lead at such events, and if representatives from MNBC are invited, this will be included in the notification of the event.

## **6. Democratic and Legislative Responsibilities**

6.1 MNBC agrees to provide a plain language summary of all Constitutional and legislative changes adopted at the AGM. This summary will outline community-level implications and impacts, and it will be made available to all Chartered Communities within 60 days of the AGM.

6.2 The Chartered Community agrees to hold democratic elections for its officers and directors as set out in relevant local, provincial, or federal, legislation, and aligned with MNBC legislation.

6.3 MNBC will sponsor either one or two MNBC Citizens who are members of the Chartered Community Board to attend in-person Annual General Meetings and MNGA meetings. A total of three delegate spots per year will be sponsored by MNBC for these events.

- (a) The Community may choose to send two representatives to either the in-person MNGA or the in-person AGM.
- (b) The remaining event (MNGA or AGM) will have one Community representative sponsored by MNBC.
- (c) The Chartered Community agrees to communicate the names of their sponsored Community representatives for the MNGA or AGM to the designated MNBC staff member no later than three months prior to the event.
- (d) All invitations will go to MNBC community email account(s) and then disseminated to the Chartered Community Board.

## **7. Administrative Responsibilities**

7.1 MNBC agrees to cover any costs associated with filing and annual reporting that is required for the Chartered Community to maintain good standing with the *Societies Act*, at the request of the Chartered Community.

7.2 The Chartered Community agrees to remain in good standing with all relevant legislation, and uphold good financial accounting, recognizing that failure to do so may reflect negatively on other Communities and MNBC.

- (a) MNBC agrees to support, at the request of a Chartered Community, with administrative support to assist the Chartered Community in maintaining its

good standing. To enable this, the Chartered Community agrees to provide MNBC with the necessary information to provide this support.

- (b) Chartered Communities will maintain all required records as outlined in section 5.5 of the Chartered Community Act.
- (c) Agreed-upon supports for Chartered Communities are identified in Appendix A of this Agreement, which may be revised from time to time by mutual agreement of both parties.

7.3 MNBC will offer onboarding to new Chartered Community Board members and representatives. This training will include governance, privacy, and finance training and organizational resources to support ongoing board operations. Training will be made available on demand through recordings with an update seminar provided on a yearly basis. The recordings and seminars will be available to the current Board Members of the Community.

7.4 MNBC agrees to send a final reminder to Chartered Communities of pending deadlines at least 3-business days prior to the final submission date for required documents or representation as outlined in this agreement.

7.5 MNBC agrees to reach out to Chartered Community Boards to review the implementation and/or compliance with this Agreement every two (2) years, or when a new Chartered Community Board or Community President is elected.

- (a) The review of this *Chartered Community Partnership Agreement* will be combined with a review of the optional MNBC supports to ensure communities are receiving the support they require from MNBC whilst retaining autonomous day-to-day operations.

7.6 MNBC and the Chartered Community will adhere to any conflict resolution guidelines as set out in the Chartered Community Act.

- (b) Any conflict or complaints regarding the interpretation of this agreement can be referred to the MNGA for decision.

## **8. Insurance and Indemnification**

8.1 Both Parties mutually agree to indemnify and hold the other party harmless from and against any liability which a party may suffer or incur as a result of the misconduct or negligent act or omission of the other party.

8.2 The Chartered Community agrees to provide requested information to MNBC or to insurance brokers retained by MNBC to maintain the shared general and liability insurance offered to the Chartered Communities.

8.3 If a Chartered Community allows their insurance to lapse, the MNBC Board of Directors has the right to temporarily suspend MNBC funding to the Chartered Community, via resolution at an official Board meeting.

- (a) In the event that a Chartered Community fails to maintain their insurance and MNBC funding is suspended, MNBC agrees to offer emergency funding opportunities and financial management assistance to the Chartered Community Board, in order to return the community to good financial standing

and maintain basic Citizen and member supports until MNBC funding is reinstated.

**9. Governance and Administration in the event of Community Board Vacancy**

- 9.1 In the event that all Board positions become vacant, or the number of elected Directors drops below the number required by the Community Bylaws or the *Societies Act* as applicable, MNBC shall temporarily serve in a caretaker role to ensure Citizens continue to receive services and assistance, and to ensure a new Board is established under the Community's Bylaws and the provisions of any other relevant legislation.
- (a) Within sixty (60) days of all positions on the Chartered Community Board becoming vacant, or MNBC becoming aware of this situation, MNBC, in consultation with the Regional Director, will call for a General Meeting for the purpose of electing members to the Chartered Community Board of Directors.
    - (i) The Chair of any such meeting shall be Regional Director, who may delegate to a member of MNBC staff, who is responsible for legislative and governance matters.
    - (ii) A meeting of the new Board will be convened immediately following their election to ensure administrative motions are approved so that services can continue to be provided to Community Citizens. MNBC staff responsible for legislative services and governance will ensure this meeting takes place.
  - (b) Additional, temporary governance and financial supports from MNBC may be requested by the new Community Board of Directors.
- 9.2 In the event of Chartered Community board vacancies MNBC will support regional and provincial representatives in helping to fill and supporting new members to fill that seat?

**10. Amendments and Termination**

- 10.1 This Agreement may be amended by a written agreement signed by both Parties.
- 10.2 This Agreement may be terminated by either party by providing 120 days written notice of the resolution to the other Party.
- 10.3 Despite the forgoing, this Agreement will be terminated immediately upon:
- (a) the MNBC or Chartered Community becoming insolvent;
  - (b) MNBC (through the MPCBC) losing or relinquishing its status as a legal entity in good standing;
  - (c) The failure to come to a consensus after going through the Conflict Resolution Process, regarding a breach of the terms of this Agreement, including those matters Party relies towards the fulfilment of its obligations to the other Party or Métis Citizens, and shall include, but not be limited to, the following:
    - (i) The failure to comply with the provisions of the legislation of British Columbia; **or**
    - (ii) The ongoing breach of that Party's fiduciary obligations to the other Party and the Métis Citizens of British Columbia.

- 10.4 Despite Section 5, if a Chartered Community that has received notification pursuant to section 3.5 of the *MNBC Chartered Communities Act*, has not regained or made every effort to regain its status as a non-profit society in good standing with BC Societies Registry, this agreement shall be terminated one year following the date of notification.
- 10.5 Any conflict regarding the interpretation of this Agreement can be referred to the MNGA for clarification. In the event of irreconcilable interpretation between the parties of this agreement the matter will be referred to the MNBC justice arm (MNBC Senate).

## 11. Effective Date

11.0 This Agreement has an effective date on the day the last signature is affixed.

The Parties have executed this agreement in British Columbia on this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

Signed, on behalf of Métis Nation British Columbia

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Signed, on behalf of [community]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

## Appendix 1: Chartered Community Partnership Agreement Supports from MNBC

This appendix provides a list of menu items that Chartered Communities can include in their respective *Wîcihitowin Pîkiskwêwin* to solidify MNBC's support for topics, including, but not limited to, their daily operations, administration, membership, and organizational support. MNBC agrees to make every reasonable effort to streamline and reduce administrative tasks and reporting for the Chartered Communities Board and Volunteers.

These optional supports will be in addition to currently available resources, including:

- 1) Board in a Box
- 2) Third-party confidentiality agreement templates
- 3) Citizenship lists

All menu items below are available at the request of the Chartered Community Board and can be added or removed from the Chartered Community Partnership Agreements during the bi-annual review (held every 2 years to align with the Community's election of a new President) or as mutually agreed upon.

The MNGA must approve any changes, additions or subtractions to the list of supports below.

| Chartered Community Partnership Agreement Menu                                 |                                                                                                                                                                                                                                                                                                                                                                                      |     |    |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| #                                                                              | Menu Items                                                                                                                                                                                                                                                                                                                                                                           | Yes | No |
| <b>Annual General Meeting (AGM) and Special General Meeting (SGM) Supports</b> |                                                                                                                                                                                                                                                                                                                                                                                      |     |    |
| 1                                                                              | Chairing Meeting or Procedural Support for the Chairperson<br>(a) Preside over meeting in a fair, orderly, and impartial manner, and guide discussion in alignment with the approved agenda.<br>(b) Providing procedural guidance to the Chair before and during the meeting.<br>(c) Monitoring adherence to rules of order and assist with the orderly progression of agenda items. |     |    |
| 2                                                                              | Minute-taking<br>(a) Confirming meeting details and agenda in advance. Attend virtually or in person as determined.<br>(b) Record attendance, motions, and action items.<br>(c) Prepare draft minutes within the established timeline, submit to the Governance Manager for review, and forward approved minutes to the CC email.                                                    |     |    |
| 3                                                                              | Preparation and Notice of Agenda<br>(a) Coordinate with CC contact to confirm meeting details and agenda items in accordance with bylaws. Prepare Notice and Agenda using an approved template.<br>(b) Circulate draft to Manager of Governance and CC contact for review and approval. Finalize and submit to Community Engagement for distribution.                                |     |    |

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| 4                                          | Collection and confirmation of Online Registrations<br>(a) Create an online registration link for hybrid and virtual meetings and include it in the notice. Verify voting members, send confirmation emails with meeting details, access instructions, and secure Zoom link.                                                                                                                                                                                                                                                                                                                                    |  |  |
| 5                                          | Provision of a Zoom link for virtual or hybrid meetings<br>(a) Create and provide a secure Zoom meeting link for virtual or hybrid meetings. If in person support is being provided, a portable device to enhance virtual meeting preparation will be provided.                                                                                                                                                                                                                                                                                                                                                 |  |  |
| <b>Community Elections Supports</b>        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| 6                                          | Preparation of Nomination Papers using an approved template                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
| 7                                          | Conduct of Election<br>(a) Administer elections with fairness, transparency, and confidentiality. Oversee voting processes, whether conducted in person or through hybrid methods.                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
| 8                                          | Preparation and Counting of Ballots<br>(a) Prepare secret ballots using an approved template to ensure voter confidentiality.<br>(b) Count ballots in a secure, impartial, and verifiable manner.                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| 9                                          | Preparation of Teller's Reports<br>(a) Prepare Tellers' Report documenting the total number of ballots cast, number of valid ballots, and results for each candidate. Submit the report to the Chairperson for an official announcement and record.                                                                                                                                                                                                                                                                                                                                                             |  |  |
| <b>Community Board Governance Supports</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |
| 10                                         | Board of Directors Training, Meeting Processes and Requirements under the Societies Act<br>(a) Provide orientation that promotes collective leadership, inclusion, informed decision-making, and shared accountability among Board members.<br>(b) Topics will include roles and responsibilities, fiduciary duties, duty of care, inclusion, and strategic oversight. The Training will be rooted in Métis governance principles – freedom (ki tepemishoonann), kinship (miyeu waahkootowin), democracy (ka niikaaniichik), rule of law (lii lway di Michif) and provisionality (aen ishi wiichayaamitooyahk). |  |  |
| 11                                         | Evaluation and Review Tools<br>(a) Assist with Board performance evaluation, governance effectiveness assessments and policy compliance reviews.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |
| 12                                         | Policy Drafting Support<br>(a) Offer guidance and support in developing, reviewing and updating governance and board related policies.<br>(b) Offer guidance and support in developing, reviewing and updating community policies, and governance documents to facilitate inclusivity.                                                                                                                                                                                                                                                                                                                          |  |  |
| 13                                         | Community Bylaw Review and Interpretation Assistance<br>(a) Support the review, revision, and drafting of bylaws to ensure clarity, compliance, and alignment with CC governance and operational needs.<br>(b) Offer interpretive support regarding community bylaws, including clarification of provisions, intent and applicability, to assist CC in applying                                                                                                                                                                                                                                                 |  |  |

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|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|                                      | bylaws in accordance with established governance principles, community, cultural values and ensure inclusivity.                                                                                                                                                                                                                                                                                                                                             |  |  |
| 14                                   | Resolution Drafting Support<br>(a) Provide guidance for drafting, reviewing, and formatting resolutions in accordance with governance standards.                                                                                                                                                                                                                                                                                                            |  |  |
| 15                                   | Custom Governance Templates (Board in a Box)<br>(a) Provide approved, downloadable, and printable templates for governance documents that can be customized by the Community (i.e. Board minutes, Oath of Office, and other forms).                                                                                                                                                                                                                         |  |  |
| 16                                   | Conflict Resolution<br>(a) Provide resources that strengthen effective conflict resolution by ensuring the Board is equipped with clear and consistent administrative and communication procedures and maintains a strong foundation in meeting and decision-making processes.<br>(b) Provide Lateral Kindness resources for community Boards and committees.                                                                                               |  |  |
| <b>Administrative Supports</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| 17                                   | Societies Online Supports<br>(a) Assist communities with mandatory filings with BC Registry.<br>(b) Assist communities in setting up and accessing Societies Online for compliance and administrative purposes.<br>(c) Assist with free filing of Annual Reports, changes of Directors, changes of address, and bylaw amendments through the Societies Portal. Communities will be asked to provide their Registry Key to complete filings on their behalf. |  |  |
| 18                                   | Annual administrative support and financial auditing aid, including:<br>(a) General accounting supports<br>(b) Reporting to meet grant and financial requirements<br>(c) Provide administrative and financial templates for all Community level administrative processes                                                                                                                                                                                    |  |  |
| 19                                   | Providing advice on additional insurance for office space, contents, tenants, liability and events.                                                                                                                                                                                                                                                                                                                                                         |  |  |
| 20                                   | Record Keeping<br>(a) Secure storage of electronic copies of Community Board Meeting minutes and/or policies pursuant to the Societies Act.<br>(b) MNBC can store electronic versions of community board records.<br>(c) Developing of transparent community financial record management system.                                                                                                                                                            |  |  |
| <b>Privacy and Security Supports</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| 21                                   | Development and Amendment of Privacy Policies<br>(a) Assist Chartered Communities to develop or make amendments to their respective Privacy Policies.                                                                                                                                                                                                                                                                                                       |  |  |
| 22                                   | Privacy Training<br>(a) Privacy and data management training for Chartered Community staff (Executive Director, Administrative Staff, Board of Directors)                                                                                                                                                                                                                                                                                                   |  |  |
| 23                                   | Additional Potential services Pending confirmation:<br>- IT services: computers, Microsoft Tools, IT support                                                                                                                                                                                                                                                                                                                                                |  |  |

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|  | <ul style="list-style-type: none"><li>- Phone plans/services for communities</li><li>- Contract Review: Legal review of rental and leasing agreements and other procurement or legal agreements on behalf of communities.</li></ul> |  |  |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|