**Moose Co-Management Agreement**
Dated for reference September 28, 2018
("Agreement")

**BETWEEN**

**The TŜILHQOT'INNATION as represented by the Tŝilhqot'in National Government**
("Tŝilhqot'in Nation")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development**
("the Province")

(Collectively, the "Parties")

**BACKGROUND:**

A. Moose populations in Tŝilhqot'in Territory have declined in the past decade as a result of a number of factors, including but not limited to climate change, timber harvesting, and the largest wildfires in the history of British Columbia in 2017.

B. Moose are a critical source of food, social and ceremonial hunting for Tŝilhqot'in communities, and access to and successful harvesting of the declining moose population has had a negative effect on the ability of Tŝilhqot'in citizens to meet their harvest needs.

C. Each of the Parties holds significant responsibilities in respect of moose management for Tŝilhqot'in communities.

D. On February 11, 2016, the Parties signed the historic *Nenqay Deni* (the People's) *Accord* (the "**Accord**") with the shared vision of effecting a comprehensive and lasting reconciliation between the Tŝilhqot'in Nation and the Province. The Accord was renewed in the *Letter of Commitment* signed on October 31, 2017 which affirmed the Parties' commitment to the goals set out in the Accord and to ensure those commitments are turned into action. These include making "sustained, substantive progress towards reduced conflict over lands and resources by co-developing structures and processes that support consensus outcomes reflecting the principle of free, prior informed consent under the U.N. *Declaration*".

E. In the context of the Accord, the *Letter of Commitment* and the collaborative work under the Fish and Wildlife Panel (the "**Panel**") the Parties wish to identify concrete next steps regarding collaboration and moose co-management.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**Purposes of the Agreement**

1. The Parties share the common goals of:

    a. strengthening their government-to-government relationship;

    b. enhancing the role and capacity of Tŝilhqot'in peoples in wildlife management;

    c. building trust and relationships;

    d. ensuring a sustainable moose population and moose harvest;

    e. working together to promote timber harvesting and forest management practices that support moose recovery;

    f. supporting the Tŝilhqot'in Nation and Tŝilhqot'in communities to become partners in wildlife management in the Tŝilhqot'in Territory, including harvest management; and

    g. establishing a government-to-government shared decision-making framework for the co-management of wildlife in a manner that incorporates the Parties' respective decision-making responsibilities, interests, values, roles and responsibilities.

2. The Parties will work together, through a collaborative process, to:

    a. Identify opportunities for the Tŝilhqot'in Nation and the British Columbia Conservation Officer Service to work collaboratively on compliance and enforcement of licenced and unlicenced hunting for the 2019 hunting season, including educational opportunities for both Parties;

    b. Support the Tŝilhqot'in Nation's efforts to develop a natural resource compliance and enforcement program, in a manner that builds on the collaborative work between the Parties under the Accord, including training

opportunities for Tŝilhqot'in staff and educational opportunities for both Parties;

c. Identify a pathway and explore opportunities for the Tŝilhqot'in Nation to develop and implement a hunting compliance and enforcement program under the work of the Accord;

d. explore and, where appropriate, improve new timber harvest and forest management practices that support moose recovery;

e. engage in a joint review of Forest Stewardship Plans ("**FSP**") currently under review in the region and co-develop recommendations for legislative changes to enable enhanced compliance and enforcement of FSPs;

f. recommend to the provincial statutory decision maker that the current Williams Lake Timber Supply Area ("**TSA**") be split into two (2) distinct TSAs or partitioning the current TSA to reduce the Allowable Annual Cut west of the Fraser River;

g. develop and strengthen data collection systems, through the work of the Panel and ongoing cumulative effects assessment, for wildlife in Tŝilhqot'in Territory including moose, wolf, bear and free-roaming horse populations and other factors that might be impacting moose populations that may be identified in the future;

h. recommend funding for the Panel to make every reasonable effort to oversee four (4) stratified random block surveys in Tŝilhqot'in Territory to assess moose populations before Spring 2019;

i. support training and provide guidance for the Tŝilhqot'in Nation's trapping program in each of the Tŝilhqot'in communities;

j. co-develop and co-host a moose roundtable workshop to bring together various rights- and stake-holders who wish to constructively engage in finding solutions to the moose decline;

k. following the moose roundtable workshop, and informed by the strengthened data collection efforts, develop a framework for determining when and where predator control is warranted and best approaches for effective implementation;

l. support a Tŝilhqot'in Nation program to address management of free-roaming horses, to be designed and implemented by Tŝilhqot'in communities; and,

m. address other issues related to moose management as may be identified by the Parties.

(collectively, the "**Purposes**")

**Co-Management Framework**

3. The Province will work with the Tŝilhqot'in Nation to develop with intent to implement by Spring 2019 or as soon as practicable, an innovative co-management framework for moose management in the Tŝilhqot'in Territory ("**Co-Management Framework**"), that will include, amongst other things:

   a. as appropriate, the opportunities and recommendations provided through the independent review of the Panel currently in progress;

   b. development of structures and processes to advance co-management of moose to reach consensus outcomes including the consideration of legislative amendments;

   c. improved dispute resolution mechanisms;

   d. a pathway to reconcile respective jurisdiction, governance, laws and responsibilities respecting the co-management of moose within the Tŝilhqot'in Territory under the Accord;

   e. a process for review after an initial implementation period to consider lessons learned and further steps that may be required, as identified by the Parties.

**Fish and Wildlife Panel**

4. The Parties renew their commitment to revitalize the Panel with a mandate to work collaboratively to advance the Purposes of the Agreement and to assist in the development of the Co-Management Framework.

5. The Panel will work together in good faith to review and implement recommendations, as agreed by the Parties, in a timely manner.

## Leadership Table

6. The Tŝilhqot'in Chiefs and the Minister of Forests, Lands, Natural Resource Operations and Rural Development (the "**Leadership**") will meet at least once in January or February 2019 to assess the progress of the commitments made in the Agreement.

7. In addition, Leadership may discuss specific issues when required to resolve issues as they arise and to ensure the efficient progress towards the commitments made in the Agreement. The Minister of Forests, Lands, Natural Resource Operations and Rural Development will engage other provincial ministries as required.

## Term

8. This Agreement is effective on the date that it is fully executed by the Parties and remains in effect until March 31, 2021, unless extended by agreement of the Parties in writing.

9. This Agreement may be terminated by any Party with three (3) months written notice.

## Funding

10. The Parties recognize that adequate funding is essential to the success of the Agreement and provincial staff will submit a Treasury Board request for the funds necessary to support Tŝilhqot'in participation and to achieve those actions agreed to through this Agreement.

## General Clauses

11. This Agreement does not constitute a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982* or create, amend, define, affirm, recognize, abrogate or derogate from any Aboriginal rights or title of the Tŝilhqot'in Nation which are recognized and affirmed by section 35 (1) of the *Constitution Act, 1982.*

12. This Agreement is without prejudice to the positions that any Party may advance in any proceeding.

13. This Agreement does not fetter or limit, and shall not be deemed to fetter or limit, the decision-making authority of any Party or their authorized representatives.

14. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the constitutional framework of Canada.

15. The Parties agree that this Agreement will be implemented in a manner consistent with the established rights of other First Nations under section 35 of the *Constitution Act, 1982,* as well as the Province's ongoing duty to consult with First Nations and seek to accommodate potential adverse impacts on asserted Aboriginal rights and title claims, as appropriate, in accordance with the common law and the provisions of applicable First Nations' treaties and engagement agreements.

16. Any payment under this Agreement is subject to appropriations approved by the appropriate authority, and payments may be terminated or reduced in the event that funds are not available in the fiscal year in which payment is to be made.

17. This Agreement may be executed in counterparts and by facsimile by the Parties.

**IN WITNESS WHEREOF** the Parties hereby execute this Agreement.

On behalf of the Tŝilhqot'in Nation

Nits'il?in (Chief) Joe Alphonse
Tribal Chairman – Tŝilhqot'in National Government
Tl'etinqox Government

Nits'il?in Russell Myers Ross
Vice Chairman – Tŝilhqot'in National Government
Yuneŝit'in Government

On behalf of the Province of British Columbia

Honourable Doug Donaldson
Minister of Forests, Lands, Natural Resource
Operations and Rural Development