

**INTERGOVERNMENTAL PARTNERSHIP AGREEMENT  
FOR THE CONSERVATION OF THE  
CENTRAL GROUP OF THE SOUTHERN MOUNTAIN CARIBOU**

**FEBRUARY 21, 2020**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
as represented by the Minister of the Environment (“**Minister of Environment and  
Climate Change**”) who is responsible for the Department of the Environment  
 (“**Environment and Climate Change Canada**” or “**ECCC**”)  
 (“**Canada**”)

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 Minister of Environment and Climate Change Strategy,  
and the Minister of Energy, Mines and Petroleum Resources  
 (“**BC**” or “**British Columbia**”)

AND

**SAULTEAU FIRST NATIONS,**  
a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C.  
1985, c. I-5, as represented by its Chief and Council  
 (“**Saulteau**”)

AND

**WEST MOBERLY FIRST NATIONS,**  
a “band” within the meaning of subparagraph 2(1) of the *Indian Act*, R.S.C.  
1985, c. I-5, as represented by its Chief and Council  
 (“**West Moberly**”)

(Collectively the “**Parties**”, and individually a “**Party**”)

## PREAMBLE

**WHEREAS** the Woodland Caribou (*Rangifer tarandus caribou*), Southern Mountain population ("**Southern Mountain Caribou**") is a species which has been listed as threatened under the federal *Species at Risk Act*, S.C. 2002, c. 29 ("**SARA**" or "**Species at Risk Act**");

**WHEREAS** the Minister of Environment and Climate Change has determined that there is an imminent threat to the recovery of Southern Mountain Caribou in British Columbia;

**WHEREAS** the Parties recognize that the protection of the habitat of species at risk is key to their conservation;

**WHEREAS** the Parties wish to cooperate in the identification and implementation of additional conservation measures to support the protection and recovery of the Central Group of Southern Mountain Caribou (and in particular the Pine, Quintette and Narraway Local Population Units ("**LPUs**"));

**WHEREAS** British Columbia has legislative responsibilities for, among other things, wildlife management, including species at risk, and decisions respecting natural resources and provincial Crown and private lands, in the Province of British Columbia, and is taking the lead on recovery measures for caribou in the Province;

**WHEREAS** Canada has legislative responsibilities for wildlife species listed on Schedule 1 of SARA, including the authority to address recovery, as well as the protection of listed wildlife species including the individuals, their residences and critical habitat;

**WHEREAS** the Parties recognize the significant contributions and leadership of Saulteau and West Moberly towards the recovery of the Central Group of Southern Mountain Caribou, including their work through the Nikanese Wah Tzee Stewardship Society (the "Society");

**WHEREAS** British Columbia and Canada have responsibilities for consultation with First Nations regarding any action that may impact their rights;

**WHEREAS** British Columbia has passed the *Declaration on the Rights of Indigenous Peoples Act*, Canada has committed to fully adopting and implementing the United Nations Declaration on the Rights of Indigenous Peoples, and both British Columbia and Canada have committed to fully adopting the recommendations from the Calls to Action from the Truth and Reconciliation Commission of Canada, including through the review and amendment of policies, programs and legislation;

**WHEREAS** the Parties recognize the role of Indigenous peoples is essential for the conservation of wildlife in British Columbia;

**WHEREAS** the Parties recognize that Indigenous perspectives and participation should inform all aspects of this Partnership Agreement and the measures set out herein;

**WHEREAS** Section 11 of SARA provides that conservation agreements may be used to benefit a species at risk or enhance its survival in the wild, and provides the competent ministers with the authority to enter into conservation agreements with any other government, organization or person to benefit a species at risk or enhance its survival in the wild;

**WHEREAS** recognizing that such agreements may cover a wide range of actions and activities that provide for the taking of conservation measures and any other measures consistent with the purposes of SARA, including measures that prevent the species from becoming a species at risk or support species recovery in the case of a species at risk;

**WHEREAS** the Parties recognize that a Section 11 Agreement between British Columbia and Canada can provide a framework for government-to-government cooperation on caribou recovery for Southern Mountain Caribou in British Columbia, including full partnerships between First Nations, BC and ECCC on recovery projects and related initiatives; and

**WHEREAS** this Partnership Agreement will provide a framework for government-to-government cooperation on caribou recovery for the Central Group of Southern Mountain Caribou;

Each of the Parties hereby agrees as follows:

## **PURPOSE**

1. The purpose of this Partnership Agreement is to set out and confirm the actions that the Parties have agreed to take in order to achieve their shared objective of immediately stabilizing and expeditiously growing the population of the Central Group to levels that are self-sustaining and support traditional aboriginal harvesting activities, consistent with existing Aboriginal and Treaty rights (the “**Shared Recovery Objective**”).

## RELATIONSHIP WITH BILATERAL AGREEMENT

2. We anticipate that Canada and British Columbia may enter into a bilateral conservation agreement made pursuant to Section 11 of the *Species at Risk Act* related to the recovery of Southern Mountain Caribou in BC (the “**Bilateral**”).
3. Canada and British Columbia will consult with Saulneau and West Moberly about the terms of the **Bilateral**, and will seriously consider incorporating any reasonable proposals made by Saulneau or West Moberly relating to the Central Group of Southern Mountain Caribou.
4. Canada and British Columbia will ensure that nothing in the **Bilateral** will modify, amend or replace the terms or obligations set out in this Partnership Agreement.
5. It is the intention of Canada and British Columbia that they will enter into this Partnership Agreement before or concurrently with the **Bilateral**.

## COMMITMENTS TO NEW CONSERVATION MEASURES AND PROTECTED AREAS

6. This Partnership Agreement expresses our shared commitments to the establishment of new conservation measures and new protected areas within the habitat of the Central Group of Southern Mountain Caribou.
7. Our objective is to establish new conservation measures and protected areas that will:
  - a. support the **Shared Recovery Objective**;
  - b. take into account the best available scientific and traditional knowledge on caribou and caribou recovery;
  - c. enhance the participation of Saulneau and West Moberly in decision-making with regards to lands and resources related to caribou recovery;
  - d. reduce greenhouse gas emissions;
  - e. maintain opportunities for sustainable development and other activities that are consistent with this Partnership Agreement; and
  - f. promote reconciliation by providing for the participation of local governments in caribou recovery initiatives.

## CARIBOU RECOVERY COMMITTEE

8. We agree to establish and implement the Caribou Recovery Committee (“**CRC**”) in accordance with the Terms of Reference scheduled to this Partnership Agreement.

## DEFINITION OF ZONES

9. We agree that for the purposes of this Partnership Agreement it is convenient to define certain zones that will be subject to new management designations and directions (each, a “**Zone**”), including:
  - a. Zone A1 –as depicted on Map 1.
  - b. Zone A2 – the High Elevation Winter Range (HEWR) and High Elevation Summer Range (HESR), as depicted on Map 1.
  - c. Zone B – the outer boundary of the conservation and management area, as depicted on Map 1.
    - i. Zone B1 – the areas within Zone B that are not otherwise within Zone B2, Zone B3, and Zone B4, as depicted on Map 1.
    - ii. Zone B2 - the areas within Zone B that are subject to pre-existing commitments between the Parties, as depicted on Map 1.
    - iii. Zone B3 - an additional expansion of the Twin Sisters (Klinse-za) Park, incremental to the conservation measures in Zone B2, as depicted on Map 1.
    - iv. Zone B4 – the area within Zone B that the Parties agree is an area of restoration and conservation focus, as depicted on Map 1.
    - v. Zone B5 –the area within Zone B that the Parties agree is an area of restoration and conservation focus, as depicted on Map 1. This subzone is currently identified as an area of intent for a First Nations Woodland Licence (FNWL) by West Moberly. Consistent with pre-existing commitments, British Columbia and West Moberly have begun negotiations on an application for a FNWL.

## MANAGEMENT OF ZONES

10. We agree that it is British Columbia's intention to implement regulatory measures for each of the Zones defined in this Partnership Agreement such that management will be materially consistent with the provisions set out herein ("**Regulatory Measures**").
11. We also agree that it is our intention that, unless otherwise specified, the management designations and directions necessary to give effect to our intention will be formally established as soon as practical by the responsible Party or Parties.

### Sustainable Resource Activity Areas

12. The Parties anticipate management of Zone A1 will provide for the following:
  - a. the use of caribou impact assessment and mitigation plans developed by a qualified professional, which demonstrates that the application is consistent with the Shared Recovery Objective.
  - b. the review of applications, assessments and mitigation plans by the CRC, in accordance with the Terms of Reference scheduled to this Partnership Agreement.
  - c. provincial decision making that will:
    - i. take into consideration that any adverse effects on caribou or caribou habitat may be incapable of being fully mitigated;
    - ii. provide for implementation of measures within the three LPU's to effectively avoid, minimize, restore, or offset to the greatest extent possible the potential impacts, with a view to achieving a net benefit for caribou and caribou habitat;
    - iii. take into consideration consensus recommendations of the CRC;
    - iv. with respect to potential impacts on caribou, provide for deep consultation with Saulteau and West Moberly, and consultation with any other directly affected First Nation, as appropriate;
    - v. with respect to other potential impacts, provide for the appropriate level of consultation with First Nations as may be set out in any

applicable government-to-government agreement, or the common law, as the case may be; and

vi. ensure compliance with the Caribou Recovery Related Land Use Objectives scheduled to this Partnership Agreement.

d. Provincial statutory decision makers must provide a written rationale for any decision that is inconsistent with a consensus recommendation made by the CRC, and will provide a further written response to any questions raised by the CRC.

13. The Parties anticipate management of Zone B1 will provide for the following:

a. The same management directions that apply to Zone A1 will apply to Zone B1.

#### **AREAS OF PROTECTION, RESTORATION, AND CONSERVATION**

14. The Parties anticipate management of Zone A2 will provide for the following:

a. A moratorium will be established prohibiting provincial statutory decision makers from adjudicating applications for all resource development activities, except for applications or amendments related to emergencies, public health and safety concerns, habitat restoration, construction and maintenance of existing infrastructure, or construction of infrastructure that has received all material approvals prior to June 20, 2019, or pipeline projects having a valid environmental assessment certificate that was issued before June 20, 2019, or as otherwise agreed by the Parties.

b. The Parties anticipate that the moratorium will apply as of the date that the Regulatory Measures comes into effect.

15. If any of the Parties have concerns regarding decisions with respect to exempted infrastructure projects they may raise these concerns as a Dispute under this Agreement.

16. The Parties anticipate management of Zone B2 will provide for the following:

a. The same management directions that apply to Zone A2 will be applied to Zone B2 as an Interim Measure.

17. The Parties anticipate management of Zone B3 will provide for the following:

- a. The same management directions that apply to Zone A2 will be applied to Zone B3 as an Interim Measure;
18. The Parties anticipate management of Zone B4 will provide for the following:
- a. The management directions that apply to Zone A1 will apply to Zone B4, with such modifications, if any, the Parties may agree are appropriate in consideration of the restoration and conservation focus of Zone B4.

## **REGULATORY MEASURES**

19. Signatory British Columbia Ministers will seek to bring forward Regulatory Measures for approval to give full effect to the terms of this Partnership Agreement.
20. British Columbia will take any additional steps that may be necessary to give effect to the implementation of Regulatory Measures.
21. Canada, Sauteau and West Moberly are entering into this Agreement with the expectation that British Columbia will approve and implement the Regulatory Measures according to the Milestones scheduled to this Partnership Agreement ("**Milestones**").
22. British Columbia has identified draft Caribou Recovery Related Land Use Objectives as set out in Schedule 2. The Parties agree to establish a Technical Working Group with a mandate to develop Caribou Recovery Related Land Use Objectives for the Parties according to the terms of reference set out in schedule 3, and the Milestones set out in schedule 4.
23. British Columbia will consult with the other Parties on the Regulatory Measures and will incorporate any recommendations from the other Parties that may be reasonably necessary to give full effect to the terms of this Partnership Agreement.
24. Before any Regulatory Measures respecting Zones A1 and A2 expire, and until the Parties reach agreement on permanent measures for the recovery of the Central Group of Southern Mountain Caribou, or agree that the Shared Recovery Objective has been met, British Columbia intends to, and will take all reasonable steps required to renew the Regulatory Measure.
25. Before any Regulatory Measure respecting Zone B1 expires and until the Parties reach agreement on a co-management decision-making framework (described below), or agree that the Shared Recovery Objective has been met, British



Columbia intends to, and will take all reasonable steps required to renew the Regulatory Measure.

26. Before any Regulatory Measure respecting Zone B2 expires and until the Parties reach agreement on permanent measures with respect to each of the areas subject to pre-existing commitments, British Columbia intends to, and will take all reasonable steps required to renew the Regulatory Measure.
27. Before any Regulatory Measure respecting Zone B3 expires and until the establishment of a permanent protected area for the lands in Zone B3 in accordance with the terms of this Partnership Agreement, British Columbia intends to, and will take all reasonable steps required to renew the Regulatory Measure.
28. BC will not seek to amend, rescind or replace any Regulatory Measure without the written agreement of the other Parties.

#### **FIRST NATIONS AND STAKEHOLDER ENGAGEMENT**

29. Upon the initialing of this Partnership Agreement, BC initiated First Nations, community and stakeholder consultations with respect to all aspects of this Partnership Agreement based upon agreed information. Canada, West Moberly and Saulteau participated in and supported the planning and implementation of these consultations. The level and type of participation by each First Nation was and is at their discretion.
30. Any Party may propose, and the other Parties may agree to, modifications to the boundary of Zone B3. Any discussions between the Parties respecting proposals for boundary modifications should be completed by May 31, 2020.
31. If no modifications are agreed to, or if the Parties agree to amended boundaries, then immediately following the completion of the discussion period, BC will commence implementation of all necessary steps to make permanent the moratorium on activities within the boundaries of Zone B3 (e.g. Class A Park or similar). BC will complete those steps in accordance with the Milestones.
32. By May 31, 2020, the Parties will review approved and planned roads and cut blocks of forest licensees and BC Timber Sales (BCTS), and other imminent development activity within Zones A2, B2, and B3, and, acting reasonably, will take steps to address any economic consequences of the pending deferrals and any consequences of the proposed activity for caribou recovery. The Parties will engage constructively with Licensees and other relevant proponents while undertaking the review.

## **ADDITIONAL HABITAT PROTECTION AND RESTORATION MEASURES**

### **Reducing Disturbance across Critical Habitat**

33. BC will develop a plan acceptable to the Parties which demonstrates the measures BC will take to begin achieving net decreases in the overall percentage of disturbed critical habitat within the Central Group, in accordance with the Milestones. For the purposes of this section, critical habitat means habitat that is necessary for the survival or recovery of caribou and that is identified as caribou critical habitat in the Recovery Strategy or in an action plan (as defined in section 2(1) of the *Species at Risk Act*) for caribou.

### **Mitigation and Offset Program**

34. BC will develop a habitat mitigation and offset program acceptable to the Parties that requires demonstration of a net-neutral or positive effect on caribou habitat from any potential resource development activities within Central Group critical habitat to be fully implemented in accordance with the Milestones. Habitat offsets may include financial contributions to support effective protection and restoration of Central Group critical habitat.

### **Habitat Restoration Projects**

35. Canada and British Columbia agree to support the habitat restoration projects being planned and undertaken by the Society within the Pine LPU, and will work collaboratively with the Society to identify opportunities to implement those and other habitat restoration projects. The support for planned projects could include: Mt. Frank Roy; Doonan Creek Road; Upper Amoco Road; Lower Amoco Road; Hungry Trail (Silver Sands); Peck Creek-Upper Carbon Road; Mt. McAllister; Three Licks Trail; and Gething Area.
36. The Parties will confirm a multi-year financial commitment before or as soon as practical after the Effective Date to help ensure the success of planned caribou habitat restoration programs.

### **Managing Motorized Recreation**

37. BC will develop and implement a management plan for motorized recreation to achieve the Shared Recovery Objective for the Central Group of Southern Mountain Caribou. The design and implementation of the management plan will be undertaken jointly with representatives of the other Parties, and in consultation with technical experts, First Nations, local governments, and snowmobile clubs. The management plan may provide for the restriction of recreational motor vehicle access within prescribed areas of caribou habitat, the

enhancement of recreational facilities in appropriate areas, and other measures consistent with similar plans in British Columbia.

### **Managing Predation**

38. BC will implement in consultation with Saulteau and West Moberly, effective predator management programs to be conducted annually throughout each LPU until the Parties agree that habitat conditions no longer require it. Saulteau and West Moberly will publicly support those predator management programs, provided the Parties commitments in this Partnership Agreement are being upheld.

### **Indigenous Guardian Program**

39. Saulteau and West Moberly will take the lead in planning for and initiating an indigenous guardian program, in consultation with Canada and BC.

40. Canada and BC agree to facilitate the implementation of an agreed-upon program, with a view to establishing a program that is effective, long-term and sustainable.

### **Maternal Penning**

41. Canada and British Columbia acknowledge the success of the maternal penning program initiated and implemented by Saulteau and West Moberly, and are committed to providing long-term support for the program for so long as it continues to contribute to caribou recovery.

42. The Parties will confirm a multi-year financial commitment to help ensure the future success of the program before or as soon as practical after the Effective Date.

43. The benefit of the maternal penning program to caribou recovery will be periodically assessed by the Parties.

### **Conservation Measures Not to be Offset in Caribou Habitat**

44. British Columbia will take appropriate steps to ensure that the conservation measures that are to be applied in any Zone will not be offset by an increase in activities that are detrimental to caribou in other areas of caribou habitat within the Pine, Quintette or Narraway LPUs.

## **Review of Annual Allowable Cut (AAC)**

45. The Parties acknowledge that the Regulatory Measures implemented as part of this Partnership Agreement may impact timber available for harvest, and upon implementation of these measures, the Chief Forester may need to adjust the AAC for each forest management unit within the Pine, Quintette, and Narraway LPUs in accordance with section 8 of the *Forest Act*.
46. The Parties will notify the Chief Forester of the implementation of any Regulatory Measures, and any other information related to caribou recovery within the Pine, Quintette, and Narraway LPUs.

## **COMMITMENT TO CO-MANAGEMENT AND OTHER NEW POLICIES**

47. British Columbia, West Moberly, and Sauteau are committed to negotiating and seeking agreement on the measures through which a co-management board with a consensus decision-making framework in relation to the protection and recovery of caribou can be established as a successor to the CRC.
48. In addition, British Columbia, West Moberly, and Sauteau will discuss and explore a consensus based co-management framework for the recovery of caribou, the preservation of Sauteau and West Moberly cultural values, and the sustainable management of lands and resources within Zone B for caribou recovery.
49. British Columbia will invite Sauteau and West Moberly to establish a working group, with a mandate and adequate resources, to collaborate on the development of a new provincial policy on Crown-Indigenous dispute resolution processes.
50. It is BC's intention to seriously and diligently engage Sauteau and West Moberly on these matters in accordance with the Milestones, or as otherwise agreed.
51. Canada will discuss with the other Parties its preferred level of participation in a future co-management framework prior to the establishment of a co-management board.

## **MONITORING AND REPORTING**

52. The Parties agree to develop and implement a cooperative and hierarchical monitoring and assessment framework to inform both an adaptive management approach and facilitate Canada's measurement of progress as Canada intends

to report on the Partnership Agreement as required under Sections 63 and 126c of SARA.

53. The Parties will review the Regulatory Measures and the terms and commitments under this Partnership Agreement every five years and may agree upon amendments thereto that are intended to strengthen their commitments to each other under this Partnership Agreement and support achievement of the Shared Recovery Objective.

### **FINANCIAL ARRANGEMENTS AND SUPPORT**

54. The Parties recognize that significant financial investment is required in the short, medium, and long-term if the Parties are to have any prospect of achieving the Shared Recovery Objective. The Parties further acknowledge that British Columbia and Canada bear the primary responsibility for providing or otherwise securing the necessary investment.

55. Canada and British Columbia agree to seek adequate funding for:

- a. the implementation of this Partnership Agreement and the obligations set out herein;
  - b. the Indigenous Guardian program described in sections 39 and 40;
  - c. the maternal penning program described in section 41;
  - d. the establishment and management of such provincial protected and conserved areas as may be brought into effect through the Regulatory Measures;
  - e. the implementation of the CRC as established under Schedule 1;
  - f. habitat restoration planning and restoration activities; and
  - g. the meaningful and effective participation of Sauteau and West Moberly in processes related to this Partnership Agreement.
56. British Columbia, Sauteau, and West Moberly are entering into this Partnership Agreement with the understanding that Canada will prioritize consideration of any application for funding from the Canada Nature Fund, or other sources of funding for the establishment of protected areas or other effective conservation measures in Zone B referred to in this Partnership Agreement, subject to applicable terms and conditions.

57. The terms and conditions by which funding may be provided by BC and Canada for the categories set out in section 55 of this Partnership Agreement will be set out in separate funding agreements.
58. For greater certainty, Canada shall be guided by its applicable policies when developing and negotiating any funding agreements including those that may arise in the event of successful applications for additional funding from the Canada Nature Fund.
59. The Parties acknowledge that financial contributions by British Columbia and Canada are subject to:
- a) there being sufficient monies available in an appropriation, as defined in the applicable federal or provincial *Financial Administration Act*, to enable Canada or British Columbia to make that payment, in any Fiscal Year or part thereof when any such payment is required; and
  - b) the federal or provincial Treasury Board not having controlled or limited expenditure under any appropriation necessary in order to make such payment.

## **DISPUTE RESOLUTION**

60. The Parties agree to use best efforts to resolve disagreements respectfully and efficiently.
61. Subject to the terms of this Partnership Agreement, if a disagreement arises concerning the interpretation or implementation of this Partnership Agreement (any such disagreement being a “**Dispute**”), the Parties will make good faith efforts to attempt to resolve the Dispute, including by participating in the following dispute resolution processes:
- a. the Party raising the Dispute will deliver to the other Parties a written summary of the issues in dispute along with proposed measures to resolve the dispute (the “**Notice of Dispute**”);
  - b. within 30 days of receipt of the Notice of Dispute, senior decision-makers of the Parties will meet (in person or by telephone) and seek to resolve the Dispute;

- c. if the Dispute remains unresolved after the meeting of senior decision-makers, the Parties will, if one of the Parties so requests in writing, utilize non-binding dispute resolution processes, including facilitation, mediation, or obtaining independent technical or legal advice under terms agreeable to the Parties, acting reasonably.
- d. if the Dispute remains unresolved after 90 days from the conclusion of the non-binding dispute resolution processes, the Dispute will, at the request of any of the Parties made after the Initial Five-Year Period, enter the termination process outlined in sections 62 through 75.

### **TERM, TERMINATION AND WITHDRAWAL**

- 62. The effective date of this Partnership Agreement will be the date on which the last of the Parties to this Partnership Agreement, signs it ("Effective Date"). The term of this Partnership Agreement will commence when signed by each of the Parties and will expire after 30 years (the "Term").
- 63. Any commitment or term of this Partnership Agreement may be terminated or amended at any time by mutual agreement of the Parties.
- 64. The commitment and terms related to Regulatory Measures are not otherwise subject to termination or withdrawal and will continue for the term of this Partnership Agreement.
- 65. Subject to sections 67 and 68, the commitments and terms of this Partnership Agreement relating to the establishment and implementation of the CRC and other matters (the 'Other Terms') are not subject to termination or withdrawal for at least five years (the 'Initial Five Year Period').
- 66. During the Initial Five-Year Period, the Parties agree to follow the dispute resolution process set out in sections 60 and 61, and where applicable, the dispute resolution process set out in the Terms of Reference for the CRC.
- 67. After the Initial Five Year Period, if either of the First Nations withdraw from the Other Terms of this Partnership Agreement in accordance with this Agreement, then the Partnership Agreement will remain in force as between the other Parties.
- 68. After the Initial Five-Year Period, if both First Nations or BC withdraws from the Other Terms in accordance with this Partnership Agreement, then those terms will be terminated.

69. If a Party wishes to withdraw from or terminate some, or all, of the Other Terms, then after the completion of either the dispute resolution processes set out in sections 60 and 61, or the Terms of Reference for the CRC, whichever is relevant in the circumstances, provided the Five Year Initial Period has expired, the Party wishing to withdraw or terminate may deliver to the other Parties a written summary of the issues and concerns that have caused the Party to wish to withdraw or terminate (the “Terminating Party” and the “Termination Notice”).
70. Upon receipt of a Termination Notice, the senior decision-makers of the Parties will meet within 30 days to discuss and attempt to resolve the issues and concerns set out in the Termination Notice.
71. If the senior-decision makers of the Parties are unable to resolve the issues and concerns set out in the Termination Notice, the Parties will, acting reasonably, jointly request that an independent third party review the Termination Notice together with other submissions by the Parties and prepare a Report identifying whether any Party has acted unreasonably or has failed to fulfill its commitments in relation to this Partnership Agreement.
72. Each Party will bear its own costs in participating in the independent third party process, except that the Terminating Party will reimburse each of the other Parties for their share of any costs charged by the independent third party.
73. After receipt of the Report from the independent third party, the senior decision-makers of the Parties will meet to discuss, and attempt to resolve the issues set out in the Termination Notice informed by the Report of the independent third party.
74. If senior decision-makers are unable to resolve the issues within 30 days of receipt of the Report then the Terminating Party may proceed to specify the effective date of their withdrawal from, or the termination of, the Other Terms of this Partnership Agreement provided the Initial Five Year Period has expired.
75. The effective date of withdrawal or termination will not be less than one year from the date of the Report.

## **RESPONSIBILITIES UNDER SARA**

76. In addressing Canada’s responsibilities under the *Species at Risk Act*, the Minister agrees to consider the following, as appropriate:
  - a. The timely implementation and outcomes for the species and its habitat, including critical habitat, as a result of this Partnership Agreement.



- b. The enactment and implementation of any Regulatory Measure by BC contemplated by this Partnership Agreement.
- c. The amendment, rescinding, replacement or expiry of any Regulatory Measure by BC without the consent of the Parties;
- d. Termination of this Partnership Agreement; and
- e. Any other relevant factors.

### **INTERPRETATION**

77. The Preamble hereof and any schedules or appendices hereto form an integral part of this Partnership Agreement.
78. The Parties do not relinquish any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Partnership Agreement.
79. This Partnership Agreement does not alter the powers and duties established by SARA, the *Wildlife Act*, R.S.B.C. 1996, c. 488, the *Forest and Range Practices Act*, R.S.B.C. 2002, c .69, or any other federal or provincial legislation.
80. Nothing in this Partnership Agreement prevents or precludes a Party from seeking or the Governor in Council from making an order pursuant to s. 34, 61, or 80 of SARA.
81. Nothing in this Agreement creates a legal partnership between the Parties pursuant to the *Partnership Act* or otherwise.
82. Each of the Parties represent and warrant that the undersigned have the authority to enter into this Partnership Agreement on behalf of their respective Parties.

### **NOTICES**

83. A notice required or permitted to be given or made under this Partnership Agreement must be in writing and may be given or made in the following ways:
- a) Delivered personally or by courier:
  - b) Emailed:
  - c) Transmitted by facsimile transmission; or
  - d) Mailed by post in Canada in any form which requires a receipt.

84. A communication must be delivered, transmitted to the facsimile number, email or mailed to the address of the intended recipient set out below:

**For Canada:**

Minister of Environment and Climate Change  
200 Sacré-Coeur Boulevard  
Gatineau QC K1A 0H3  
Email: [ec.ministre-minister.ec@canada.ca](mailto:ec.ministre-minister.ec@canada.ca)  
Facsimile: 819-938-9431

**For British Columbia:**

Mailing address for all Ministers  
PO Box 9060 Stn Prov Govt  
Victoria BC V8W 9E2

Delivery addresses for Ministers

Minister of Forests, Lands, Natural Resource Operations and Rural  
Development  
Room 248 Parliament Buildings  
Victoria, BC V8V 1X4  
Email: [FLNR.Minister@gov.bc.ca](mailto:FLNR.Minister@gov.bc.ca)  
Facsimile: 250-387-1040

Minister of Environment and Climate Change Strategy  
Room 112 Parliament Buildings  
Victoria, BC V8V 1X4  
Email: [ENV.minister@gov.bc.ca](mailto:ENV.minister@gov.bc.ca)  
Facsimile: 250-387-1356

Minister of Energy, Mines and Petroleum Resources  
Room 301 Parliament Buildings  
Victoria, BC V8V 1X4  
Email: [EMPR.Minister@gov.bc.ca](mailto:EMPR.Minister@gov.bc.ca)  
Facsimile: 250-356-2965

**For Saulneau First Nations:**

Chief Ken Cameron  
Mailing address  
PO Box 1020  
Chetwynd, BC V0C 1J0

Delivery address

1717 Boucher Lake Road  
Moberly Lake BC V0C 1X0  
Email: [chief\\_council@saulneau.com](mailto:chief_council@saulneau.com)

Facsimile: 250-788-7261

**For West Moberly First Nations:**

Chief Roland Willson

Mailing address

PO Box 90

Moberly Lake, BC V0C 1X0

Delivery address

PO Box 90

Moberly Lake, BC V0C 1X0

Email: [rwillson@westmo.org](mailto:rwillson@westmo.org)

Facsimile: 250-788-1141

**GENERAL TERMS**

85. The Parties intend to implement the commitments and other measures contemplated in this Partnership Agreement honourably and in good faith. Where this Partnership Agreement requires a Party to obtain the consent of another Party, consent should not be withheld arbitrarily or unreasonably.

86. Nothing in this Partnership Agreement will be construed as:

- a. establishing, defining, limiting, denying, abrogating or derogating from any rights of Saulteau or West Moberly, including rights that may be recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;
- b. an admission by any Party of the validity or invalidity of any claim regarding the existence or nature of any rights of Saulteau or West Moberly;
- c. an acknowledgement or admission by Canada or British Columbia that they have a constitutional obligation to provide financial or economic accommodation or compensation to Saulteau, West Moberly or any other party;
- d. waiving or limiting any right to access any process or legal proceeding, or the position any Party may take in any process or proceeding, except as expressly set out herein.
- e. accommodation or compensation for impacts of any project, process or policy, including the WAC Bennett Dam, Peace Canyon Dam, or Site C Dam, on the rights of Saulteau or West Moberly;

- f. indicating that the conservation measures set out herein are sufficient to achieve the Shared Recovery Objective; or
  - g. preventing any transfer of land or an interest in land to Saulteau or West Moberly pursuant to a land claim settlement or other agreement.
87. For greater clarity, nothing in this Partnership Agreement is intended to limit any obligations that any Party may have with another Party under any other agreement, protocol, or memorandum of understanding.
88. This Partnership Agreement is not a treaty or land claims agreement within the meaning of section 25 or 35 of the *Constitution Act, 1982*.
89. Time is of the essence.
90. This Partnership Agreement may only be amended from time to time by the Parties in writing. To be valid, any amendment must be in writing and duly executed by all the Parties to this Partnership Agreement at the time of the amendment.
91. Nothing in this Partnership Agreement restricts or limits the ability of Canada and British Columbia to consult and accommodate other First Nations, as appropriate.
92. The Parties shall support each other should a third party challenge, oppose or obstruct the Parties' efforts and commitments to recover caribou as set out in this Partnership Agreement.
93. This Partnership Agreement is legally binding upon the Parties.
94. This Partnership Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
95. This Partnership Agreement may be entered into by each Party signing a separate copy of this Partnership Agreement (including a photocopy or facsimile copy) and delivering it to the other Parties by facsimile transmission or email. All executed counterparts taken together will constitute one agreement.
96. This Partnership Agreement and any rights or obligations under this Partnership Agreement may not be assigned in whole or in part.

**IN WITNESS WHEREOF**, the Parties have executed this Partnership Agreement:

On behalf of Her Majesty the Queen in Right of Canada, as represented by the Minister of Environment and Climate Change

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The Honourable Jonathan Wilkinson  
Minister of Environment and Climate Change

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

On behalf of Her Majesty the Queen in right of the Province British Columbia, as represented by the Minister of Forests, Lands, Natural Resource Operations and Rural Development

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

On behalf of Her Majesty the Queen in right of the Province British Columbia, as represented by the Minister of Environment and Climate Change Strategy

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The Honourable George Heyman  
Minister of Environment and Climate Change Strategy

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

On behalf of Her Majesty the Queen in right of the Province British Columbia, as represented by the Minister of Energy, Mines and Petroleum Resources

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The Honourable Bruce Ralston  
Minister of Energy, Mines and Petroleum Resources

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
On behalf of Saulteau First Nations

\_\_\_\_\_  
Chief Ken Cameron

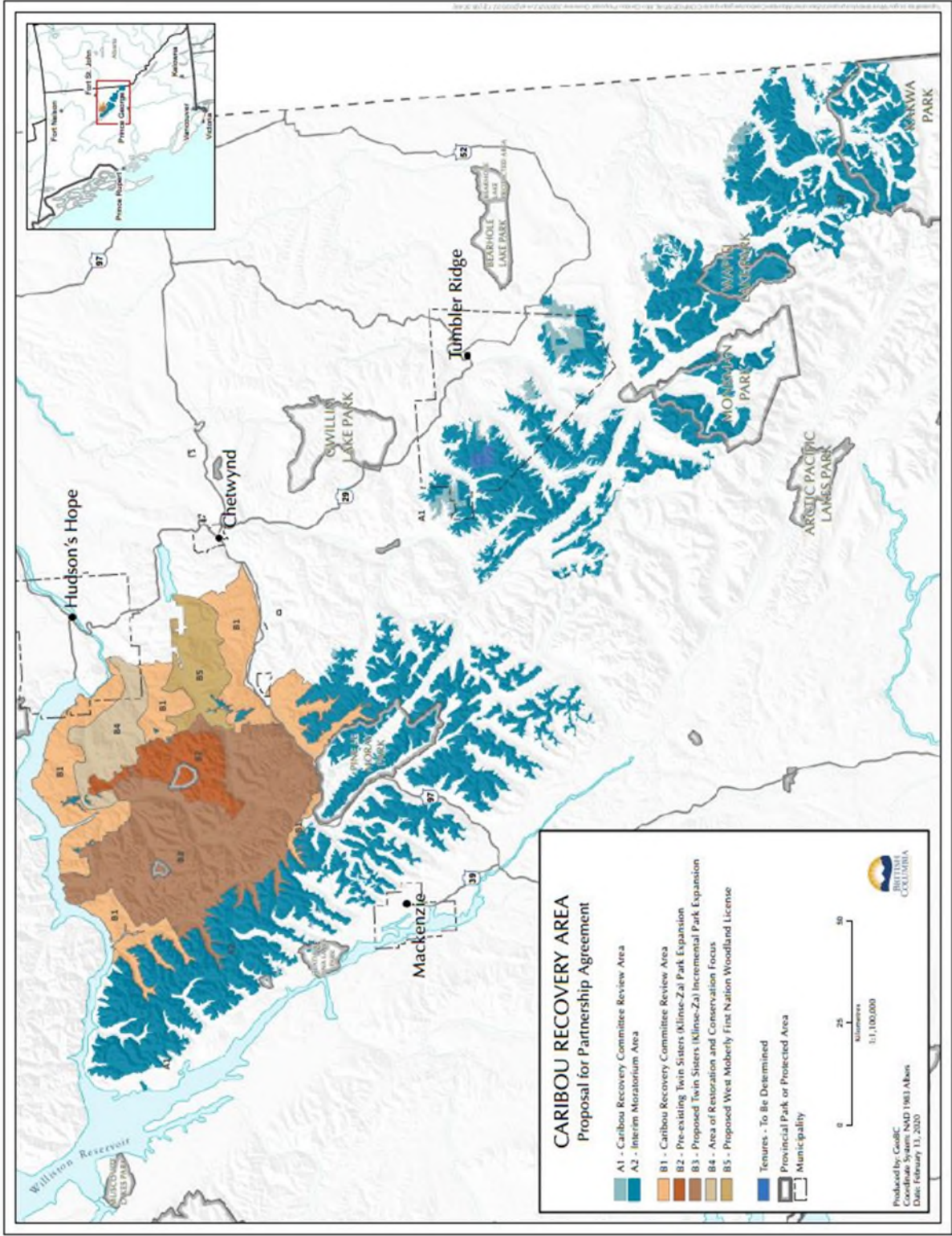
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

On behalf of West Moberly First Nations

\_\_\_\_\_  
Chief Roland Willson

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

# MAP 1 Caribou Recovery Area – Zone Map



## **SCHEDULE 1**

### **Caribou Recovery Committee Terms of Reference**

#### **1. Composition and Meetings**

- a. The Committee will be comprised of one representative from each of British Columbia, Canada, West Moberly, and Saulneau.
- b. Each Party will identify their representative and may identify an alternate or proxy.
- c. Quorum for the Committee is four, one representative from each Party.
- d. The Committee will endeavour to meet on a regular basis, at least monthly, with a review of the meeting frequency after six months.
- e. Meetings will be held in-person, unless each member of the Committee agrees to meet by teleconference.
- f. The location of the meetings will rotate between Vancouver and Northeast British Columbia.
- g. The Committee will appoint a Secretary whose responsibilities will include scheduling meetings, preparing document packages, and recording decisions.
- h. Each Party's representative will be responsible for chairing a meeting on a rotating basis, unless the members of the Committee otherwise agree.
- i. A Party may invite technical or other advisors to attend parts of meetings.
- j. The Committee members may agree to invite representatives from other organizations, including local governments and First Nations, to attend parts of a meeting.
- k. Where appropriate, British Columbia will consult with and seek input from a local government about issues before the Committee that may affect the interests of the local government.



- I. Canada will review its participation on the Committee 12 months after the date of the creation of the Committee and may modify its role or level of participation. Should it wish to do so, Canada will notify the other parties in writing 30 days prior to a change in role or level of participation. Should Canada at a future date wish to again modify its participation in the Committee, it may notify the Parties of its intent to do so within 30 days of a change in role or level of participation.

## **2. Application Information Requirements**

An application for an activity to be considered by the Committee must include:

- a. All relevant information about the proposed activity, including:
  - i. purposes and objectives:
  - ii. proposed methods and timing:
  - iii. an explanation of any connections with existing projects or future projects or activities: and
  - iv. any reports, studies or analyses that may be relevant;
- b. Proposals and options to avoid any potential negative effects on caribou populations and habitat;
- c. A mitigation and offset plan prepared by a qualified wildlife biologist (e.g. RP Bio), incorporating proposals for:
  - i. mitigation measures:
  - ii. offsets:
  - iii. additional measures needed to ensure no harm to caribou populations or a net-benefit effect on caribou habitat: and
  - iv. strategies that ensure the project will contribute to achievement of the Shared Recovery Objective.
- d. Any other relevant information that the Committee may reasonably request.

The Committee may determine by consensus that additional information is required, either for all applications or on a case-by-case basis.

### **3. Review Process**

The Committee will review and discuss complete applications, including on the basis of the following criteria:

- a. the extent to which options to avoid the impacts to caribou have been considered and pursued;
- b. the adequacy of any mitigation measures, offset plans and additional measures submitted by the proponent;
- c. the adequacy of the strategies proposed to contribute to the Shared Recovery Objective;
- d. the ability of the applicant to implement plans, measures, and strategies;
- e. the best available scientific and traditional knowledge regarding caribou;
- f. any caribou recovery plans for the Central Group; and
- g. other relevant criteria on a case-by-case basis.

Committee members will make reasonable efforts to work co-operatively and collaboratively with the other Committee members, with a view to the timely, efficient and effective review of applications.

### **4. Review of Forest Stewardship Plans**

- a. The Parties anticipate that Caribou Recovery Related Land Use Objectives for sustainable forestry activities within the Pine, Quintette and Narraway LPUs will require forest licensees to revise forest stewardship plans or related long-term forest management plans (“FSPs”) for approval by British Columbia.
- b. Prior to such approval, the CRC will review the proposed revisions to the FSPs and provide a consensus recommendation concerning consistency with the Caribou Recovery Related Land Use Objectives.
- c. The CRC will not review applications for cutting permits or other administrative or operational activities submitted pursuant to a revised FSP that has been reviewed and recommended by the CRC in

accordance with these terms of reference and approved by British Columbia.

- d. On an annual basis, the CRC will audit and review issued cutting permits and other authorizations for administrative or operational activities within the scope of amended FSPs, and will prepare a consensus report for the Parties concerning compliance with the amended FSPs and whether further amendments to the FSPs or new or modified Caribou Recovery Related Land Use Objectives are advisable.

## **5. Consensus Recommendations**

- a. All recommendations and other decisions of the Committee will be made by consensus, which requires unanimous assent from each of the representatives on the Committee.
- b. Recommendations will be informed by the information provided by the applicant, and any other information relevant to caribou recovery reviewed by the Committee.
- c. Recognizing that issues not related to caribou will be the subject of consultation and review through other consultation and review processes, Committee members will not prevent consensus for reasons unrelated to caribou recovery.
- d. Consensus recommendations of the Committee will be confirmed in writing by each representative, and provided to the statutory decision maker.
- e. The Committee may defer the review of, or reconsider, applications at subsequent Committee meetings.

## **6. Dispute Resolution**

- a. In the event that the Committee is unable to reach a consensus recommendation with respect to an application, then following a thorough review and consideration of an application, the following steps aimed at dispute resolution will be followed:

- i. The members of the Committee will document, clarify and share their reasons for supporting or not supporting the application (this step may lead to consensus).
- ii. The Committee may engage the services of a facilitator or mediator, who will be asked to support the reaching of consensus. The mediator or facilitator will review all relevant information and may make non-binding recommendations to the Committee.
- iii. If the Committee is unable to reach consensus, including after a mediation process, the Committee will jointly appoint a qualified independent third party to hear from the Parties and assess the reasonableness of the positions taken by Committee members.
- iv. The independent third party will be asked to provide a report to the Committee, who will then have until their next scheduled meeting to reach consensus, after which all relevant information will be provided to senior representatives of the Parties with a view to reaching consensus.
- v. If there is no consensus among the senior representatives of the Parties within 45 days of the receipt of the independent third party's report, then the matter will be referred back to the Committee.
- vi. Upon the matter being referred back to the Committee, the Committee will either:
  - a. in the event that senior representatives reach a consensus decision, communicate that decision to the provincial statutory decision-maker as the consensus decision of the Committee; or
  - b. in the event that senior representatives are not able to reach consensus, then in recognition of the precautionary principle, the Committee will deem the application to be contrary to the achievement of the Shared Recovery Objective, and will communicate that consensus decision to the statutory decision-maker, together with a complete record of the Committee's deliberations.

## **7. Other Consensus Recommendations**

- a. The Committee may consider and make consensus recommendations about the following topics:
  - i. proposed amendments to any Regulatory Measure contemplated in the Partnership Agreement; and
  - ii. the classification of some types of permit applications that may be processed without requiring review by the Committee.

## **8. Periodic Review and Amendment**

The Committee will review these Terms of Reference periodically, at least every two years, and may make consensus recommendations to the Parties to the Partnership Agreement regarding proposed amendments to these Terms of Reference.

The Parties to the Partnership Agreement may consult with each other, and with the Committee, about proposed amendments to these Terms of Reference.

After consulting with the Committee, the Parties to the Partnership Agreement may amend these Terms of Reference by written agreement.

## SCHEDULE 2

### Caribou Recovery Related Land Use Objectives

The Parties will seek to reach agreement on Caribou Recovery Related Land Use Objectives as soon as practical and in accordance with the relevant terms of reference and Milestones, taking into account the best available scientific and traditional knowledge. BC will take steps to enact the agreed-upon Caribou Recovery Related Land Use Objectives as soon as practical after reaching agreement.

BC's Draft Caribou Recovery Related Land Use Objectives:

1. To address the adverse effects of unsustainable predation pressure on caribou:
  - the amount of early seral habitat that contributes forage to moose (to be defined) must not exceed [tbd]% of the planning unit (to be defined)."  
*(This metric may apply to all zones or some subset to be described.)*
2. To address fragmentation of defined critical habitat areas, and disturbance that contributes to primary prey forage production:
  - the amount of linear development in critical habitat must not exceed [tbd] km/km<sup>2</sup>. If this limit is currently exceeded, the proponent must demonstrate how the level will be decreased to net neutral or positive for caribou by March 31, 2029.
  - the criteria for determining when a feature no longer fragments and how restoration (functional likely) reduces that % and makes a contribution to access management and cumulative impacts.>>  
*(This metric may apply to all zones or some subset to be described.)*
3. To address disturbance in low elevation and matrix habitat:
  - Limit new surface disturbance in low elevation to achieve a maximum allowable disturbance of [tbd] % of the forested area being less than [tbd] meters in height.
  - Address patch size and spatial distribution taking into account scale and dynamic ecosystem factors such as climate change.
  - Take measures to result in the maintenance or enhancement of key lichen communities.
  - Require access management planning that over time results in a lower percentage of linear features and access structures;
  - Where practicable avoid pine- and spruce-lichen forests, natural meadows, wetlands other riparian management areas.
  - Where practicable provide adequate visual screening for access corridors.

#### 4. Wolf density

- <3 wolves/1000km<sup>2</sup> in the Type 2 Matrix area (consistent with the Federal Recovery Strategy).

#### 5. Additional considerations:

- Potential impacts of salvage and sanitation logging on caribou recovery.
- Develop and implement scientifically defensible criteria to identify areas that are and are not appropriate for spruce beetle harvesting and required practices for spruce beetle harvesting: more reserves, partial cutting, heli-logging, etc.
- Identify and avoid harvest or other disturbance in stands susceptible to shrub/forage proliferation.
- In areas with deep snow, avoid access or other linear development that bridges an elevational barrier that disrupts the access barrier posed by deep snow at low and mid elevation.
- Put in place results-based practices that require forestry companies in the Mackenzie region to “avoid creating moose habitat” (brushing, weeding, spraying, etc.), including in low-elevation caribou habitat.
- Require “offsetting” for any additional disturbance within low elevation and matrix.
- Establish an effectiveness monitoring program for Caribou Recovery Related Land Use Objectives, and periodically review and adapt these Land Use Objectives.
- Consider the current and future potential impacts of climate change.
- Other Caribou Recovery Related Land Use Objectives that are supported by the best available scientific and traditional knowledge.

## **SCHEDULE 3**

### **Central Group SMC Technical Working Group Terms of Reference**

The Parties agree that the conservation of the Central Group of the Southern Mountain Caribou should include consideration of new approaches to the management of the landscape within the range of the Pine, Narraway, and Quintette LPUs, and that each LPU (or subzone within an LPU) should be managed for specific outcomes to support caribou recovery. The identification of appropriate and effective Caribou Recovery Related Land Use Objectives is needed to establish the criteria by which each LPU or subzone will be managed. The Caribou Recovery Related Land Use Objectives identified by the Technical Working Group will be considered by the BC Government for adoption into an appropriate regulatory measure, as per the Partnership Agreement.

The Parties agree that the work of the Technical Working Group (TWG) should be undertaken in good faith, and be informed by analysis that is collaborative, transparent, reasonable and rigorous, using the best available knowledge, data and methods.

The Parties further agree that the work of the TWG will focus on ensuring consistency between the Caribou Recovery Related Land Use Objectives and the Shared Recovery Objective, while identifying the potential effects (or range of effects) on annual allowable cuts, with a view to understanding and managing potential effects on local and regional economies. The TWG may identify to the Parties that an impact analysis may be necessary for non-forestry sectors. The Parties will assess this recommendation and determine the appropriate approach to conducting any further analysis.

The Parties further agree that the TWG is intended to be a government-to-government committee of technical professionals, and that the work of the TWG may supplement other stakeholder engagement activities.

In undertaking work and discussions on Caribou Recovery Related Land Use Objectives, the Parties recognize that:

- a. The forest industry and the local and regional economies are affected by factors and trends unrelated to caribou recovery; and
- b. Caribou recovery and restoration measures can stimulate innovation, have positive economic effects, and be compatible with regional economic development.



## Purpose

The identification, development and implementation of Caribou Recovery Related Land Use Objectives that support the achievement of the Shared Recovery Objective set out in section 1 of the Partnership Agreement, to be considered by the Province of BC as Land Use Objectives, taking into consideration their contribution to caribou recovery and potential economic effects on communities.

## Phase 1 - Technical Working Group

Each Party will appoint at least one representative with appropriate technical qualifications to contribute to the work of the TWG.

During Phase 1, the members of the TWG will meet and discuss the proposed Caribou Recovery Related Land Use Objectives with a view to reaching consensus on appropriate measures (or a range of appropriate measures) and next steps.

Once the TWG has agreed to the measures (or range of appropriate measures), the TWG may submit the proposed measures and related information to an independent expert with recognized qualifications in caribou recovery for peer review and comment.

## Phase 2 – TWG Engagement with Stakeholders and Peer Review

After the completion of Phase 1 discussions, the Parties and the TWG will invite other organizations and technical experts to engage with the TWG and provide input into the proposed Caribou Recovery Measures.

The Parties and the TWG will seek to invite representation from organizations selected to represent a balance of stakeholder interests, and subject matter expertise, including local government, industry, First Nation, and environmental organizations.

Each of the selected stakeholder organizations will be invited to appoint one representative with appropriate technical knowledge to contribute to the purpose of the TWG.

During Phase 2, the TWG will meet with the stakeholder group and discuss the draft Caribou Recovery Related Land Use Objectives with a view to reaching consensus on appropriate measures (or a range of appropriate measures).

The TWG will then provide the Parties with a report on the work of the TWG, and the input received from stakeholders and the peer review process. The report will include recommendations to the Parties.

## Timing

The Parties will make reasonable efforts to appoint their representatives on the TWG by around March 1, 2020.

The TWG will aim to complete Phase 1 and circulate a draft of the proposed Caribou Recovery Related Land Use Objectives to the Parties to the Partnership Agreement by around May 1, 2020.

The Parties will invite and the TWG will begin engaging with stakeholders beginning around June 1, 2020.

The TWG will aim to complete Phase 2 and submit a report to the Parties by around September 30, 2020.

## SCHEDULE 4

### Implementation Milestones

The Milestones are targets for delivery upon a specific task. It is acknowledged that there are some processes which are beyond the control of the Parties, and the Milestones are the best estimation of the delivery date(s) of a task given current information. If a failure to achieve a Milestone is the result of factors that are unforeseeable or beyond a Party's control, such failure will not constitute a breach of this Partnership Agreement (PA).

Task	Description	Milestone
Implement the Regulatory Measures	BC to inventory and categorize tools available to apply to PA deliverables – and discuss with the Parties (e.g. ELUA Order, GAR order, etc.)	March 31, 2020
	Parties collaborate to develop draft Regulatory Measures	May 31, 2020
	Deferral of resource development approvals in A2, B2 and B3	June 2020
	Review and assess A2 regulatory measures	Every two years from the effective date of the Regulatory Measure or otherwise as agreed
Zone B3 boundary confirmation and protected area status	Parties agree upon the B3 boundary	February 14, 2019
	Parties discuss proposals, if any, for boundary modification and preferred type of protected area status	May 31, 2020
	BC to replace Regulatory Measure and establish permanent protected status	Spring 2021
Secure Funding for Protected Area and other Conservation Measures	Submit applications to Federal Government	Completed
	Expected decision regarding federal funding	April to May 2020

Task	Description	Milestone
Establish Caribou Recovery Committee	Establish CRC Secretariat	March 1, 2020
	Parties identify representatives	March 1, 2020
	Parties meet with CRC to clarify role, etc.	March 31, 2020
Establish Technical Working Group and Identify Caribou Recovery Related Land Use Objectives	Parties appoint representatives	March 1, 2020
	Parties meet with representatives to clarify roles, etc.	March 31, 2020
	TWG completes Phase 1	May 1, 2020
	Parties and TWG meet to discuss next steps and invite stakeholders	May 2020
	TWG begins engaging with stakeholders	June 2020
	TWG submits report and recommendations to Parties	September 2020
	BC commences steps to implement those recommendations that are agreed-upon	October 2020
Mitigation and Offsets and Reduction of Disturbance Levels	Develop and implement plans for mitigation, offsets and reduced disturbance levels for Central Group LPUs	January 2021
Co-Management and Alternative Dispute Resolution	Explore development of consensus-based co-management framework	January 2021
	Explore development of policy on alternative dispute resolution	

## **SCHEDULE 5**

### **Commitment to Action on Racism**

1. All Parties to this Agreement are concerned with the disrespectful and racist rhetoric that followed the introduction of the Partnership Agreement. The Parties agree to collaborate when planning and implementing future engagement processes related to the implementation of this Agreement to ensure such processes will be inclusive, respectful and anti-racist.
2. British Columbia has recently introduced a substantive program to address racism through the Resilience BC Anti-Racism Network (Network) and will work through the Network to design future public engagement processes to be anti-racist and to safeguard human rights. As part of providing its multi-faceted province-wide approach to identifying, challenging, responding to and preventing future incidents of racism and hate, the Network will review and report on (or commission such a review) any hate speech or other forms of racism that may have arisen during or around the public engagement process related to the Partnership Agreement. Following this review, the Network will work with West Moberly and Saúlteau First Nations, British Columbia and Canada to structure public engagement processes related to the implementation of this Agreement that are inclusive, respectful and anti-racist. The Network would also provide other programming as appropriate to address racism and hate issues in the region.