

DRAFT – November 17, 2017

**SPECIES AT RISK ACT (SARA) Section 11
CONSERVATION AGREEMENT
FOR THE CONSERVATION OF THE
SOUTHERN MOUNTAIN CARIBOU**

This SARA Section 11 Conservation Agreement for the conservation of the Southern Mountain Caribou (“Agreement”) is made in duplicate as of **Date, 2017**

BETWEEN

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

And

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA,**
as represented by the Minister of Environment and Climate Change Strategy and the Minister of Forests,
Lands and Natural Resource Operations and Rural Development (“British Columbia” “BC”)

(hereinafter the “Parties”)

PREAMBLE

WHEREAS the Southern Mountain Caribou (*Rangifer tarandus caribou*) is a species which has been listed as threatened under the federal *Species at Risk Act*, 2002 (SARA);

AND WHEREAS British Columbia and Canada wish to cooperate in the identification and taking of conservation measures to support recovery and protection of the Southern Mountain Caribou in British Columbia with an initial focus on the Pine River, Quintette and Narraway local population units;

AND WHEREAS British Columbia has legislative responsibility 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 has the responsibility to lead on recovery measures for caribou in the province;

AND WHEREAS Canada has legislative responsibility for aquatic species and migratory birds protected by the *Migratory Birds Convention Act, 1994* wherever they are found, wildlife species located on federal lands, and 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 on non-federal land in certain circumstances;

AND WHEREAS the Parties recognize the role of First Nations peoples is essential in the conservation of wildlife in the province of British Columbia;

AND WHEREAS the Parties recognize the significant contributions made by First Nations towards the recovery of Southern Mountain Caribou;

AND WHEREAS First Nations are uniquely positioned to be partners in caribou recovery with the Parties;

AND WHEREAS the Parties recognize that First Nations perspectives, rights and participation need to inform all aspects of this Agreement;

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

AND WHEREAS the Parties recognize the value of the stewardship approach to species conservation;

AND 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 or their delegates with the authority to enter into conservation agreements with any other government of Canada, organization or person to benefit a species at risk or enhance its survival in the wild, and 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 the 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;

AND WHEREAS the Parties recognize that this agreement may not constitute protection within the meaning of paragraph 61 of SARA but plays an important role in setting out the positive measures needed for recovery;

AND WHEREAS the Parties recognize that caribou recovery is a long term endeavour which requires resourcing and commitment on behalf of both Parties to be successful in meeting provincial and federal objectives;

AND WHEREAS the Parties are both signatories to the *Accord for the Protection of Species at Risk* (1996), and the *Canada-British Columbia Agreement on Species at Risk* (2005);

NOW THEREFORE, the Parties commit to the following:

1. DEFINITIONS

“Best available knowledge” includes scientific and technical data, First Nation traditional knowledge, and community knowledge;

“Central Group” means the Pine River, Quintette, and Narraway local population units of the Southern Mountain Caribou in British Columbia;

“Range plans” refer to plans that provide specific information on historical monitoring and science information on a specific caribou herd or group of herds, as well as actions required to recover caribou herds within a particular geographic planning area, including how range-specific land and/or resource activities will be managed over space and time to protect and recover caribou habitat;

“Recovery Strategy” means the 2014 federal SARA “Recovery Strategy for the Woodland Caribou, Southern Mountain Population (*Rangifer tarandus caribou*)”; and

“SMC” means the Southern Mountain Caribou in British Columbia.

2. GOAL AND PURPOSE

2.1 The overarching goal of this Agreement is to articulate the actions the Parties will take over the next five years to support the recovery of self-sustaining populations of SMC, with an initial focus on the Central Group, in line

with the outcomes outlined in the Recovery Strategy and in consideration of the rights of directly affected First Nations.

2.2 The purposes of this Agreement are to:

- Set out conservation measures that will be taken by the Parties to support recovery of the SMC in British Columbia with an initial focus on the Central Group. These measures include: habitat management (including protection and restoration); monitoring of population, habitat, and the effectiveness of all measures described herein; mortality and population management (including predator management, captive rearing and maternity penning); and better management of recreational and other access to sensitive caribou habitat;
- Provide for collaboration and partnership with First Nations that have a direct interest in the recovery of the SMC;
- Coordinate planning efforts between the Parties;
- Establish a mechanism to resolve key knowledge gaps or technical disagreements with respect to caribou recovery; and
- Facilitate the integration of new information into updated recovery and planning documents.

3. PRINCIPLES

3.1 The following principles will guide interpretation and implementation of this Agreement:

- Collaboration – the Parties will work together to achieve a common understanding of measures needed to achieve caribou recovery and will cooperate in the delivery of these recovery measures in a manner that minimizes duplication, maximizes efficiency, and respects jurisdictional roles and responsibilities;
- Results focus – the Parties will work toward achieving targets for caribou herd populations and distribution, recognizing the need for and contribution of both habitat and non-habitat measures in achieving these results;
- Adaptive management – the Parties recognize that monitoring the effects of actions and adjusting approaches as necessary will be critical to success, as recovery is an emerging “discipline”;
- Transparency – the Parties will make information related to implementation of recovery measures covered by this Agreement publicly available;
- First Nations collaboration – the Parties will collaborate with directly affected First Nations regarding all aspects of caribou recovery including the development and implementation of recovery measures pursuant to this Agreement;
- First Nations partnership – the Parties will seek out opportunities to partner with directly affected First Nations in the delivery of recovery measures; and
- Stakeholder engagement – the Parties will seek opportunities for engagement with stakeholders as collaborators in caribou recovery.

4. INTERPRETATION

4.1 The preamble hereof and any Appendices hereto form an integral part of this Agreement.

4.2 This Agreement does not create any new legal powers or duties on the part of the Parties nor does it 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.

4.3 This Agreement is not intended to provide for effective protection within the meaning of section 61 of SARA.

4.4 Neither Party relinquishes any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.

4.5 The Minister of the Environment and Climate Change, responsible for the Ministry of Environment and Climate Change Canada, enters into this Agreement with British Columbia under the authority of section 11 of SARA.

5. COORDINATION WITH RECOVERY STRATEGIES, ACTION PLANS, AND RANGE PLANS

5.1 The Parties will:

- 5.1.1 Cooperate in the development, amendment and implementation of recovery strategies, action plans, management plans, range plans and similar documents related to the recovery of SMC in the Central Group;
 - 5.1.2 Keep the other Party informed of the timing of the preparation of recovery strategies, action plans, range plans, and other recovery, planning and implementation documents related to the recovery of SMC in the Central Group and seek to coordinate timelines and processes to maximize efficiencies;
 - 5.1.3 Provide the other Party with an opportunity to share information that would assist in the preparation of the documents listed in section 5.1.2 and with an opportunity to review and comment on drafts of such documents. Specifically, Canada will engage BC on amendments to the federally published Recovery Strategy and Action Plan, and BC will engage Canada on its range restoration planning process (as outlined in Appendix B);
 - 5.1.4 Use the process established under the *Canada – British Columbia Agreement on Species at Risk (2005)* to facilitate review of the documents listed in section 5.1.2; and
 - 5.1.5 Take an ecosystem approach that considers other species in the development and implementation of these plans.
- 5.2 Upon the Effective Date of this Agreement (as defined in section 13.1), the Parties will establish a subcommittee or similar collaborative mechanism to provide information support to the implementation of this Agreement. The collaborative mechanism will:
- Review and consider best available information, including Indigenous traditional knowledge and emerging scientific understanding for the recovery of caribou;
 - Seek to resolve, within the first two years of this Agreement, key information gaps or disagreements on:
 - Mapping and defining critical habitat for SMC;
 - Refining the definition of activities likely to destroy critical habitat;
 - The appropriate geographic area for setting recovery targets and the definition of self-sustaining populations within that area;
 - Development of appropriate monitoring programs for all measures to be taken under this Agreement; and
 - Appropriate disturbance levels and measurements.
- The agreed-upon outcomes of these discussions will inform updated planning documents identified in section 5.1.
- 5.3 In the event that there are outstanding questions arising out of section 5.2, the Parties will refer to the Amendment and Dispute Resolution processes outlined in sections 14 and 15 of this Agreement.

6. FIRST NATIONS COLLABORATION

- 6.1 The Parties commit to collaboration with directly affected First Nations regarding all aspects of caribou recovery,
- 6.2 Specifically, the Parties will:
- 6.2.1 Collaborate with directly affected First Nations on the development, implementation and monitoring of recovery measures under this Agreement, including on the resolution of information gaps and disagreements identified in section 5.2;
 - 6.2.2 Incorporate Indigenous traditional knowledge shared with the Parties in SMC assessment, protection and recovery efforts;
 - 6.2.3 Collaborate with First Nations to create or enhance opportunities and capacity for their participation in SMC recovery planning and implementation, including to the extent possible, stable, multi-year funding arrangements; and
 - 6.2.4 Seek out partnership arrangements¹ with interested First Nations to support recovery of SMC in the Central Group pursuant to this Agreement.
- 6.3 The Parties will, every six months, arrange a discussion with directly affected First Nations to review implementation progress and to collaborate in the development of future measures.

7. STAKEHOLDER ENGAGEMENT

- 7.1 The Parties commit to ensuring that stakeholders, such as local governments, non-governmental organizations, private landowners, tenure holders, industry representatives and industry associations are informed of this Agreement. British Columbia will lead engagement with the applicable stakeholders on the implementation of this Agreement with the support and involvement of Canada.
- 7.2 To enhance the effectiveness of this Agreement, the Parties will seek to develop collaborative relationships with affected or interested parties, private landowners, tenure holders, and stakeholders.

¹ For the purposes of this Agreement, “partnership arrangements” and “partnership agreements” do not refer to legally binding relationships.

8. RECOVERY MEASURES FOR SOUTHERN MOUNTAIN CARIBOU

8.1 The Parties acknowledge that:

- Recovery will require a landscape-level approach over many years, and adaptive management will be required to ensure that measures undertaken through this Agreement are monitored and, as necessary, improved and adapted to incorporate new information or changed circumstances;
- Determining the appropriate mix of recovery measures is a multifaceted and complex undertaking that requires individual and collective analysis of biological, jurisdictional, social, economic, natural resource related tenures, and the rights and interests of First Nations;
- Caribou recovery will require measures that integrate considerations for caribou recovery (for example habitat restoration or protection) into land use and resource development decision-making;
- Additional planning and analysis will be required to ensure full consideration of existing tenure rights (and any limits on those tenure rights) to achieve necessary habitat protection in a timely and cost-effective manner over time;
- Caribou recovery requires additional on-the-ground measures both immediately and over the long term to protect and restore habitat, increase caribou recruitment, manage caribou mortality, and restore the ability of First Nations peoples to harvest caribou according to a traditional seasonal round;
- Recovery measures that address immediate threats to the recovery of caribou may include proposals for management of other species that may not be acceptable to all interested parties;
- The direct management of other animal species in order to support caribou recovery will be examined carefully in the context of aboriginal and Treaty rights, and will be considered in collaboration with directly affected First Nations;
- Some factors that directly influence caribou recovery are outside the control of the Parties, including the effects of climate change, fire, or other naturally occurring events;
- Additional scientific studies will help inform measures required to achieve caribou recovery including detailed spatial identification; however, the Parties agree that immediate action must be taken now, while best available information continues to develop;
- The 2017 Canada-British Columbia Southern Mountain Caribou (Central Group) Protection Study (the “joint protection study”) revealed a wide range of provincial land use and resource development decision-making processes that have the potential to affect caribou and caribou habitat;
- The joint protection study also identified circumstances where resource development decision makers may be limited in their ability to consider the protection of caribou and caribou habitat; and
- Some improvements in protection of caribou and their habitat can be addressed through changes in current decision-making considerations while others may require legislative or regulatory change, which is subject to provincial regulatory processes and timeframes (including engagement and consultation).

8.2 The Parties agree to a long-term goal to achieve self-sustaining populations across each LPU of the Central Group, consistent with the outcomes for SMC set out in the Recovery Strategy. The Parties acknowledge the following targets will guide the application and evaluation of recovery measures in the Central Group over the short, medium, and long term; these targets will be reviewed, and possibly revised following planning processes and partnership arrangements with directly-affected First Nations;

8.2.1 Short term (five years): the target is to change the trajectory of SMC in the Central Group from declining populations to growing populations in each LPU, and then to maintain a positive population trajectory.

8.2.2 Medium term (20 years or sooner): the minimum target is 100 animals in the Quintette and Narraway LPUs, and 200 in the Pine LPU to create an initial opportunity for harvest by First Nations.

8.2.3 Long term (50 years or sooner): the population target is a minimum of 800 caribou. At the LPU level, the long-term objective would equate to self-sustaining population levels that would allow for a harvest by First Nations. The planning process and partnership arrangements(s) under this Agreement will examine scenarios to achieve the federal recovery target of 1000 caribou over the long term.

8.2.4 These short, medium and long term targets rely on continued progress on habitat protection and restoration, and presume minimal impact on caribou recovery from unknown or unanticipated factors such as climate change, the continued ability to manage predators over the short and medium term, and some ability to manage primary prey for those predators. If those assumptions prove to be invalid, then these targets will not be attainable. The Parties have the greatest degree of confidence in the ability to meet the short term target.

8.3 In the development of the recovery measures referred to in section 8.4 below and set out in Appendix B to this Agreement, the Parties will be guided by the best available information, including information derived from the following sources:

8.3.1 British Columbia’s caribou-related plans and work to date to deliver habitat protection, habitat restoration, and non-habitat recovery measures through existing higher level plans;

8.3.2 Federal recovery documents, including the 2014 Recovery Strategy; and

8.3.3 Planning documents developed by First Nations.

8.4 To achieve the above targets, the Parties will implement range restoration plans in addition to the other measures described below and set out in Appendix B over the term of this Agreement (all actions in the tables are draft and still need to be confirmed):

- Table A - Habitat management through protection, including a process to review protection in non-high elevation habitat and targets of at least 90% undisturbed habitat² in high elevation range (summer and winter);
- Table B - Habitat management through range restoration;
- Table C - Population monitoring;
- Table D - Mortality and population management through predator management efforts, specifically for wolf removal;
- Table E - Mortality and population management through captive rearing and maternity penning efforts, specifically to support the continued operation of the Klinse-Za maternity pen, and an additional pen if certain population parameters are met;
- Table F - Access management efforts, including recreation management; tools will include a range of options, including closures in critical areas; and
- Table G - Capacity building with First Nations, specifically in employment and job-skills training to participate in implementation activities tied to this Agreement's recovery measures.

8.5 The recovery measures set out in Appendix B cover the first two years of this Agreement beginning from its Effective Date. The results of the work completed within the first two years are expected to materially affect what is to occur in the remaining three years of the Agreement. In addition, the Parties are committed to collaborating with directly affected First Nations and to engage with stakeholders on recovery measures. Given this, recovery measures for years three to five will be developed in sequence according to the following timeframe and process:

- Each Party will nominate a Representative to review, discuss and coordinate approval for the recovery measures for each of the time periods 5,6,7,8, 9 and 10, and to amend Appendix B accordingly;
- Within two years of the Effective Date of this Agreement, the Representatives will review, discuss and approve recovery measures for Periods 5, 6, 7 and 8 (i.e. years 3 and 4 from Effective Date); and
- Within three years of the Effective Date of this Agreement, the Representatives will review, discuss and approve recovery measures for periods 9 and 10 (i.e. year 5 from Effective Date).

8.6 In addition to committing to caribou recovery measures set out in Appendix B to this Agreement, British Columbia is prepared to:

- 8.6.1 Identify and reserve additional untenured high elevation caribou range, winter and summer, from future tenuring;
- 8.6.2 Create a restoration fund specific to supporting caribou recovery;
- 8.6.3 Ensure incremental increases in habitat for caribou through time via a range of measures including restoration, incremental habitat protection and habitat offsetting; and
- 8.6.4 Improve its overall legislative framework for species at risk within the term of this Agreement.

9. GOVERNANCE

- 9.1 The Canada–British Columbia Species At Risk Steering Committee³ (SARSC) will establish a sub-committee to provide overall strategic direction with respect to the implementation of this Agreement and to ensure that communication, cooperation and collaboration between the Parties are clear, timely and effective.
- 9.2 The sub-committee may have representation from, or seek the views of, directly affected First Nations or Indigenous groups.

10. INFORMATION SHARING

- 10.1 Each Party agrees, subject to any applicable data sharing agreements and legislative provisions that would prevent them from doing so, to provide the other Party access at no charge to available data and information relevant to the implementation of this Agreement. This includes:
 - Information on the status, conservation, and recovery of SMC Central Group, including habitat protection, restoration and other recovery measures; and
 - Information pertaining to draft or proposed critical habitat in the area covered by this Agreement.
- 10.2 Some data and information may require confidentiality, or may have been obtained with an understanding of confidentiality, in order to protect species at risk from exploitation or harm. Data and information so identified by a Party, or a collaborator in programs and activities related to this Agreement, will be held confidential by the Parties to the extent permitted by their respective legislation and related policies, procedures, and agreements.

11. FINANCIAL ARRANGEMENTS AND SUPPORT

- 11.1 Recognizing the significant financial investments required to support SMC Central Group recovery, the Parties will work together to identify needs, priorities and funding opportunities to implement measures to achieve the recovery outcomes identified in this Agreement.

² The Recovery Strategy currently states “minimal” disturbance in high elevation areas, but does not articulate a process for defining “minimal” disturbance. In the absence of clear policy / process, BC has been working toward a target of 90% undisturbed habitat based on the provincial experts knowledge and understanding of caribou and their habitat.

³ Established by the draft Canada – British Columbia Agreement on Species at Risk (2017).

11.2 The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities and budgetary constraints.

12. MONITORING AND REPORTING

12.1 The Parties agree to develop and implement a cooperative and hierarchical monitoring and assessment framework to inform both an adaptive management approach and facilitate measurement of progress against the reporting requirements under sections [63](#) and [126c](#) of SARA.

12.2 The Parties will prepare and issue, every six months, a public report on implementation of the activities undertaken as part of this Agreement.

These reports will address, in general terms:

- Progress against commitments made by the Parties under this Agreement;
- Steps taken to protect the critical habitat of SMC Central Group that is not yet protected;
- Progress towards achieving identified milestones;
- Population and habitat monitoring results;
- The effectiveness of recovery measures outlined in section 8.4 and Appendix B of this Agreement;
- Research findings; and
- Unforeseen circumstances or stochastic events (e.g. fire, forest health issues) that might impact recovery measures.

12.3 The Representatives of the Parties identified in section will review the measures and commitments under this Agreement two years from the Effective Date. In this review, the Representatives will examine:

- The deliverables to date;
- The proposed deliverables for the next three years; and
- The state of resolution of information gaps or disagreements listed in section 5.2 of this Agreement.

12.4 Based on the review outlined in section 12.3, the Parties will evaluate the actions and propose any additional commitments which may be required to increase the likelihood of achieving the recovery targets and goals described in this Agreement or otherwise expedite the recovery of caribou within the Central Group.

12.5 Prior to the end of year five of this Agreement, a report on outputs and deliverables in relation to recovery outcomes to date will be produced by the Parties and used to inform discussions on renewal of this Agreement.

13. AGREEMENT DURATION, TERMINATION AND RENEWAL

13.1 This Agreement takes effect on the date of the last signature affixed to this Agreement (“Effective Date”). It will remain in force for a term of five years, unless terminated earlier by one of the Parties or the Parties mutually agree to terminate it.

13.2 Either Party may terminate this Agreement 90 days after consulting with and providing written notice to the other Party. Each Party acknowledges that failure to implement commitments it has made in this Agreement may be grounds for the other Party to invoke this section.

13.3 The Parties may renew this Agreement or any part of it, and its duration may be extended with the mutual written consent of the Parties prior to the expiration of this Agreement.

13.4 The Parties may enter into parallel agreements relating to this Agreement, including agreements with directly affected First Nations or organizations. Any such agreement will, unless otherwise agreed to in writing, expire on the date of expiry of the present Agreement.

14. AMENDMENT

14.1 This Agreement may be amended from time to time with the written mutual consent of Representatives of the Parties.

14.2 In particular, Appendix B to this Agreement may be amended in writing from time to time, as required, and automatically incorporated to this Agreement, as amended, by the mutual written consent of the Representatives identified pursuant to subsection 16.4 of this Agreement.

15. DISPUTE RESOLUTION

15.1 In the event of a dispute between the Parties arising out of this Agreement, the Parties will use the following procedure to resolve the dispute:

- The Canada/BC Species at Risk Steering Committee will be the first point of resolution for disputes arising from SMC activities and programming contemplated in this Agreement; and
- Disputes which cannot be resolved by the Steering Committee will be referred to the Deputy Minister of Environment, Ministry of Environment and Climate Change Strategy (British Columbia), the Deputy Minister of

Forests, Lands, Natural Resource Operations and Rural Development (British Columbia), and the Deputy Minister of Environment and Climate Change Canada.

16. DESIGNATION FOR IMPLEMENTATION OF THIS AGREEMENT

- 16.1 The administration and day-to-day implementation of this Agreement will be carried out on behalf of the federal party by the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada.
- 16.2 The administration of this Agreement will be carried out on behalf of the lead British Columbia party by the Assistant Deputy Minister of Environmental Sustainability and Strategic Policy, Ministry of Environment and Climate Change Strategy.
- 16.3 The day-to-day implementation of this Agreement will be carried out on behalf of the lead British Columbia party by the Assistant Deputy Minister, North Area, of the Regional Operations Division, Ministry of Forests, Lands, Natural Resource Operations and Rural Development.
- 16.4 For the purposes of this Agreement, the Representatives from each jurisdiction are:
- British Columbia – for the purposes of section 14.1: the Assistant Deputy Minister of Environmental Sustainability and Strategic Policy, Ministry of Environment and Climate Change Strategy; and the Assistant Deputy Minister, North Area, of the Regional Operations Division, Ministry of Forests, Lands, Natural Resource Operations and Rural Development;
 - British Columbia – for the purposes of sections 8.5, 14.2: the Assistant Deputy Minister, North Area, of the Regional Operations Division, Ministry of Forests, Lands, Natural Resource Operations and Rural Development; and
 - Canada – the Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada.

17. COUNTERPARTS

- 17.1 This Agreement may be signed in several counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement. The Parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts shall be treated as originally executed instruments. Each Party undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following execution of this Agreement.

18. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement.

On behalf of Her Majesty the Queen in Right of Canada, as represented by the Assistant Deputy Minister, Canadian Wildlife Service.

Sue Milburn-Hopwood
Assistant Deputy Minister of the Canadian Wildlife Service, Ministry of the Environment and Climate Change

Signed this _____ day of _____, 2017.

On behalf of Her Majesty the Queen in right of the Province British Columbia, as represented by the Assistant Deputy Minister of Environmental Sustainability and Strategic Policy Division.

Jennifer McGuire
Assistant Deputy Minister of Environmental Sustainability and Strategic Policy Division
Ministry of Environment and Climate Change Strategy

Signed this _____ day of _____, 2017.

On behalf of Her Majesty the Queen in right of the Province British Columbia, as represented by Assistant Deputy Minister, North Area, of the Regional Operations Division.

Kevin Kriese
Assistant Deputy Minister, North Area, of the Regional Operations Division
Ministry of Forests, Lands, Natural Resource Operations and Rural Development

Signed this _____ day of _____, 2017

Map identifying Location of SMC Central Group

To be provided

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APPENDIX B

Central Group Recovery Measures Table

TABLE A – HABITAT MANAGEMENT - Protection

	Contribution to Population and Distribution Objectives	Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
A1	Protect 90%* of identified high elevation winter and summer habitat	A1. Determine the feasibility of establishing cooperative, voluntary mechanisms for permit and tenure deferrals in areas of high-value caribou habitat that protects the rights of tenure-holders.	1.0 Interim report on the opportunities and tools for voluntary mechanisms for permit and tenure deferrals.	2.0 Final report based on the current regulatory framework, including options for legal mechanisms, feasibility, processes, and pilot trial plans.	3.0 As appropriate, develop and implement a pilot trial to test results of the final report. 3.1 Develop recommendations for a process to implement voluntary tenure deferrals, as appropriate.	4.0 Report on progress of recommendations for implementation as highlighted in Period 3
A2	Protect 90%* of identified high elevation winter and summer habitat	A2. Complete opportunity analysis of strategic tenure aggregation, modification or use for future caribou habitat needs in the three LPUs, for all Crown land activities	1.0 Update on progress to meeting deliverable at 360 days	2.0 Develop a risk-mitigated tenure opportunities report to secure future habitat for caribou use	3.0 Update on progress to meeting deliverable at 720 days	4.0 Report on the potential application of the tenure opportunities report highlighted in Period 2
A3	Protect 90%* of identified high elevation winter and summer habitat	A3. Complete range plans for the Central Group	1.0 Complete phase one of range plans for all three LPUs	2.0 Develop a stakeholder and Indigenous engagement plan including roles and responsibilities of the Parties' participation 2.1 Initiate phase two of range plans with development of a prioritized habitat protection plan for high elevation in all three LPUs	3.0 Update on progress to meeting deliverable at 720 days	4.0 Report on progress to completing phase 2 of range plans, with detailed engagement records from First Nations and stakeholders
A4	Protect 90%* of identified high elevation winter and summer habitat	A4. Initiate revision of the PNCP as part of the province-wide caribou recovery efforts	1.0 Conduct spatial analysis of current high elevation summer habitat and existing protections, to identify possible protection gaps	2.0 Update on progress to meeting deliverable at 540 days	3.0 Spatial delineation of additional protections (as identified in Period 1) for high elevation habitat across the three LPUs is completed within one year of this progress reporting period	4.0 Update on progress of work following commitment in Period 3

* 90% protection target references minimum target for high elevation habitat protection over the next 50 years. The remaining 10% allows for incremental and modest high elevation use for activities that may not be compatible with caribou recovery

	Contribution to Population and Distribution Objectives	Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
			1.1 Report out on protection gaps and make recommendations for reducing the gap over the term of this Agreement			
A5	Protect non-high elevation habitat ¹	A5. Identify and instill necessary non-high elevation habitat protections for high-use winter range	1.0 Spatially delineate the different habitat types for each of the three LPUs 1.1 Conduct gap analysis of additional habitat necessary in non-high elevation habitat for each of the three LPUs	2.0 Update on progress to meeting deliverable at 540 days	3.0 Deliver a spatially delineated plan for additional possible protections that supports phase two of BC's range planning.	4.0 Update on next steps following the plan produced in Period 3
A6	Protect non-high elevation habitat	A6. Complete opportunity analysis of strategic tenure aggregation, modification or use for future caribou habitat needs in the three LPUs, for all Crown land activities	1.0 Update on progress to meeting deliverable at 360 days	2.0 Develop a risk-mitigated tenure opportunities report to secure future habitat for caribou use	3.0 Update on progress to meeting deliverable at 720 days	4.0 Report out on the potential application of the tenure opportunities report highlighted in Period 2
A7	Protect non-high elevation habitat	A7. Complete range plans for the Central Group	1.0 Complete phase one of range plans for all three LPUs	2.0 Develop a stakeholder and First Nations engagement plan including roles and responsibilities of the Parties' participation 2.1 Initiate phase two of range plans with development of a prioritized habitat protection plan for non-high elevation in all three LPUs	3.0 Update on progress to meeting deliverable at 720 days	4.0 Report on progress to completing phase 2 of range plans, with detailed engagement records from First Nations and stakeholders
A8	Protect high elevation and non-high elevation habitat	A8. Ensure best available information is presented in one location for recovery planning	1.0 Initiate a science update for the herds included within the three LPUs	2.0 Update on progress to meeting deliverable at 540 days	3.0 Complete and publish the science update 3.1 Incorporate new information into range planning as part of adaptive management approach	4.0 Develop monitoring cycle for revisions to science updates going forward, in coordination with provincial recovery planning process

¹ For the purposes of the commitments outlined in Appendix B, "non-high elevation habitat" means habitat, outside of the alpine environment, used by caribou equal to or greater than 80% of the time as demonstrated by telemetry records.

	Contribution to Population and Distribution Objectives	Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
A9	Protect high elevation and non-high elevation habitat	A9. Evaluate potential risk of habitat protection incursions which may be authorized by Statutory Decision Makers (SDMs)	1.0 Conduct an analysis of all potential SDM decisions which may authorize incursions within the Quintette LPU	2.0 Develop additional guidance for SDMs on possible incursions they can authorize and how to mitigate resulting impacts to caribou recovery	3.0 Update on progress to meeting deliverable at 720 days	4.0 Develop a monitoring cycle for tracking future incursions and reporting relative impact to habitat value resulting from incursions

TABLE B – HABITAT MANAGEMENT – Range Restoration

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
B1	Protect 90%* of identified high elevation winter and summer habitat And Protect non-high elevation habitat	B1. Complete range restoration planning for Quintette LPU, and initiate treatment	1.0 Update on progress to meeting deliverable at 360 days 1.1 Complete phase 1 planning for Quintette LPU range restoration plan, with First Nations and stakeholders engagement initiated.	2.0 Complete phase 2 planning for the Quintette LPU range restoration plan, with First Nations and stakeholders engagement initiated 2.1 Confirm restoration tool box developed for boreal caribou has application for SMC in Central Group, or an alternate approach, applicable for all three LPUs 2.2 Develop performance measures for functional and ecological restoration applicable to all three LPUs	3.0 Update on progress to meeting deliverable at 720 days 3.1 One years' worth of restoration (at minimum) will have occurred with a minimum of 100 hectares treated (or equivalent in kilometers deactivated)	4.0 Quintette LPU range restoration plan for action will be publically available with prioritization illustrated for which areas restoration (both functional and ecological) will be focused 4.1 Two years' worth of restoration (at minimum) will have occurred within a minimum of 200 cumulative hectares treated (or equivalent in kilometers deactivated)
B2	Protect 90%* of identified high elevation winter and summer habitat And Protect non-high	B2. Complete range restoration planning for Narraway LPU, and initiate treatment	1.0 Update on progress to meeting deliverable at 360 days	2.0 Complete phase 1 planning for the Narraway LPU range restoration plan, with First Nations and stakeholders engagement initiated.	3.0 Update on progress to meeting deliverable at 720 days	4.0 Complete phase 2 planning for Narraway LPU range restoration plan, with First Nations and stakeholders engagement initiated

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
	elevation habitat					<p>4.1 One years' worth of restoration (at minimum) will have occurred with a minimum of 100 hectares treated (or equivalent in kilometers deactivated), will be completed within one year of this progress reporting period</p> <p>4.2 Narraway LPU range restoration plan for action will be publically available with prioritization illustrated for which areas restoration (both functional and ecological) will be focused</p>
B3	<p>Protect 90%* of identified high elevation winter and summer habitat</p> <p>And</p> <p>Protect non-high elevation habitat</p>	B3. Complete range restoration planning for Pine LPU, and initiate treatment	1.0 Complete phase 1 planning for Pine LPU range restoration plan, with First Nations and stakeholders engagement initiated.	2.0 Sowing request submitted for seedlings to implement the following year restoration	<p>3.0 One years' worth of restoration (at minimum) will have occurred with a minimum of 100 hectares treated (or equivalent in kilometers deactivated), will be completed within one year of this progress reporting period</p> <p>Update on progress to meeting deliverable at 720 days</p>	<p>4.0 Complete phase 2 planning for Pine LPU range restoration plan. with First Nations and stakeholders engagement initiated</p> <p>4.1 Two years' worth of restoration (at minimum) will have occurred with a minimum of 200 cumulative hectares treated (or equivalent in kilometers deactivated), will be completed within one year of this progress reporting period</p> <p>4.2 Pine LPU range restoration plan for action will be publically available with prioritization illustrated for which areas</p>

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
						restoration (both functional and ecological) will be focused

TABLE C – POPULATION MONITORING

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
C1	Demonstrate increasing population trajectory toward overall population target	C1. Develop robust baseline inventory information for all herds	<p>1.0 Baseline inventory information for the three LPUs will be gathered and published publically</p> <p>1.1 Develop a range monitoring protocol that establishes the frequency, intensity and type of monitoring needed to assess progress toward population and distribution objectives, as part of provincial integrated decision-making framework</p> <p>1.2 Approach Alberta to identify opportunities for coordinated monitoring activities and data sharing, and share plan with Canada as a best practice for consideration</p> <p>1.3 Complete phase one of range plans for the Central Group</p> <p>1.4 Complete herd monitoring for at least one herd; other herds possible but dependent on provincial prioritization plan</p>	2.0 Initiate annual public reporting of monitoring results, including range population information for the Central Group	<p>3.0 Update on progress to meeting deliverable at 720 days</p> <p>3.1 Complete herd monitoring for at least one herd; other herds possible but dependent on provincial prioritization plan</p>	4.0 Public reporting of monitoring results, including herd population information for the Central Group

TABLE D – MORTALITY AND POPULATION MANAGEMENT – Predator Management

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
D1	Demonstrate increasing population trajectory toward overall population target	D1. Employ a comprehensive predator management program	<p>1.0 Publish a report on recent experience with predator management approaches and their implications for caribou recovery</p> <p>1.1 Develop a three-year predator management plan for the Central Group with clear funding support</p> <p>1.2 Continue a predator management program for wolves and evaluate success annually.</p>	2.0 Deploy 30 monitoring collars on wolves and 30 collars on caribou to track behavior and inform program	<p>3.0 Publish information from first season of extended monitoring program with collars</p> <p>3.1 Continue a predator management program for wolves and evaluate success annually.</p>	4.0 Publish a report on results of increased investment in predator management in terms of predator harvest rates, capacity created with Aboriginal trappers, and changes to calf survival across the Central Group

TABLE E – MORTALITY AND POPULATION MANAGEMENT – Captive Rearing

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
E1	Demonstrate increasing population trajectory toward overall population target	E1. Continue maternity pen operation within the Central Group	<p>1.0 Invest in continued operation of Klinse-Za maternal pen</p> <p>1.1 Apply maternity pen deployment decision making framework for consideration of a maternity pen for the Narraway and Quintette LPUs</p>	2.0 Publish a report on calf recruitment and survival based on influence from maternity pen, including return-on-investment	3.0 Invest in continued operation of Klinse-Za maternal pen	4.0 Publish a report on calf recruitment and survival based on influence from maternity pen, including return-on-investment

TABLE F – RECREATIONAL ACTIVITIES

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
F1	Demonstrate increasing population trajectory toward overall population target	F1. Reduce winter recreational and tourism activity in known high use caribou winter habitat areas important for wintering habitat	1.0 Conduct a spatial analysis of known winter recreation and tourism areas in all three LPUs	2.0 Develop draft access management plan for high elevation winter range in the Quintette LPU 2.1 Develop draft access management plan for high elevation winter range in the Pine LPU	3.0 Report out on progress in instituting management plans for Quintette and Pine LPUs 3.1 Develop public awareness campaign for planned access management areas	4.0 Develop draft access management plan for high elevation winter range in the Narraway LPU 4.1 Enact access management plan for the Quintette LPU 4.2 Develop monitoring, compliance and enforcement plans for enacted management areas

TABLE G – FIRST NATIONS CAPACITY BUILDING

	Contribution to Population and Distribution Objectives	Action Objective over term of Agreement	Deliverables			
			Period 1 = 180 days from Agreement signing	Period 2 = 360 days from Agreement signing	Period 3 = 540 days from Agreement signing	Period 4 = 720 days from Agreement signing
G1	Demonstrate increasing population trajectory toward overall population target	G1. Increase First Nations capacity to support implementation activities**	<p>1.0 Support two individuals to complete provincial trappers training program</p> <p>1.1 Support one individual to lead lichen harvest to support Klinse-za maternal pen</p>	<p>2.0 Support training for two-person team to complete functional restoration training through tree manipulation</p> <p>2.1 Support training for four individuals in tree planting for restoration</p> <p>2.2 Support training for four individuals for vegetation management</p>	<p>3.0 Support two individuals to complete provincial trappers training program</p> <p>3.1 Support one individual to lead lichen harvest to support Klinse-za maternal pen</p>	<p>4.0 Develop operational trial with First Nation-run native plant nursery to grow non-desirable ungulate forage for restoration activities</p> <p>4.1 Support training for two-person team to complete functional restoration training through tree manipulation</p> <p>4.2 Support training for four individuals in tree planting for restoration</p> <p>4.3 Support training for four individuals for vegetation management</p> <p>4.4 Report out on progress and impact of initial capacity development efforts. Include recommendations for future federal and provincial funding for recovery measure capacity development opportunities</p>

**actions subject to implementation interest of Treaty 8 First Nations peoples