



**COLLABORATIVE EMERGENCY MANAGEMENT AGREEMENT**

Dated for reference February 19, 2018

("Agreement")

**BETWEEN**

**The TSILHQOT'IN NATION as represented by the Tsilhqot'in National  
Government**

("Tsilhqot'in Nation")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the  
Minister of Indigenous Services**

("Canada")

**AND**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA  
as represented by the Minister of Indigenous Relations and Reconciliation**

("the Province")

(Collectively, the "Parties")

**BACKGROUND:**

- A. In the summer of 2017, the Tsilhqot'in communities were at the heart of the largest wildfires in the history of British Columbia. As a result of climate change and other factors, wildfires pose a constant and increasingly significant risk for Tsilhqot'in communities and the Chilcotin region.
- B. Each of the Parties holds significant responsibilities in respect of emergency management for Tsilhqot'in communities. British Columbia enters this Agreement with the support of the Ministry of Forests, Lands and Natural Resource Operations and Rural Development and the Ministry of Public Safety & Solicitor General.

- C. The 2017 Tsilhqot'in wildfire experience highlights the strengths, expertise and opportunities within Indigenous communities—as well as issues that the Parties wish to collectively address to ensure seamless and effective emergency management, including wildfire response, across governments (federal, provincial and Indigenous).
- D. In a spirit of collaboration, the Parties wish to draw on the Tsilhqot'in experience as a critical opportunity to support the role and capacity of the Tsilhqot'in Nation and Tsilhqot'in communities as true partners and leaders in emergency management.
- E. The above work is being done within the context of a broader provincial commitment to learn from 2017's unprecedented wildfire and spring flooding and to improve emergency management. For this purpose, the Province has launched an independent strategic review of all aspects of the provincial response and is engaging with British Columbians to develop recommendations. The work done with the Tsilhqot'in Nation and communities is intended to inform work with other Indigenous governments and communities, and the broader commitment to improve overall emergency management in the Province.

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

**Purposes of the Agreement**

1. The Parties share the common goals of:
  - a. improving risk assessment and emergency preparedness, response, recovery and mitigation activities related to natural hazards (“Emergency Management”) and making best efforts to develop recommendations to take advantage of learnings from the experience in the Tsilhqot'in communities.
  - b. enhancing the role and capacity of Tsilhqot'in peoples in Emergency Management;
  - c. building trust and relationships;
  - d. delivering emergency services in a way that is efficient and effective for all Parties and all British Columbians;
  - e. supporting the Tsilhqot'in Nation and Tsilhqot'in communities as true partners in Emergency Management, including wildfire mitigation, preparedness, response and recovery activities (“Wildfire Management”);

- f. coordinating the Parties' respective decision-making, interests, values, roles and responsibilities into an integrated and effective Emergency Management regime; and,
  - g. establishing a nation-to-nation framework for Emergency Management and Wildfire Management based on recognition and respect.
2. The Parties will work together, through a collaborative tripartite process, to:
- a. document the experience of the Tsilhqot'in Nation in the 2017 wildfires;
  - b. identify and address potential strategic operational and jurisdictional gaps, issues and opportunities for improvement;
  - c. ensure available emergency services are comparable to those provided to similar communities and other residents in British Columbia and are delivered in an efficient and effective manner;
  - d. develop and support the implementation of recommendations to enhance the role and capacity of Tsilhqot'in peoples in Emergency Management, including a review of infrastructure, operational requirements and other capacity needs for effective Emergency Management in the Tsilhqot'in Communities;
  - e. identify and support the implementation of policies and protocols to allow seamless and effective Emergency Management across all levels of governmental authorities (federal, provincial, regional, municipal and Indigenous);
  - f. identify recommendations to streamline and simplify processes for reimbursement of response and recovery costs;
  - g. build on the strengths and expertise of the Tsilhqot'in Nation to improve Emergency Management, and support the creation of a new model of excellence in Emergency Management and Wildfire Management, that can serve to inform other Indigenous communities, British Columbia and Canada;
  - h. jointly work to explore, and develop as feasible, the Tsilhqot'in proposal for a regional emergency centre, training facility and evacuation centre (collectively, "Emergency Centre"), as set out in section 7, below; and,

- i. address other issues in Emergency Management as may be identified by the Parties.

(collectively, the "Purposes").

### **Steering Committee**

3. The Parties will establish a Steering Committee, comprised of senior officials, with the mandate to work collaboratively to advance the Purposes of the Agreement.
4. The Steering Committee will issue a report, or series of reports, utilizing the expertise and experience of all Parties to make immediate and longer-term recommendations to advance the Purposes of the Agreement.
5. The Parties will work together in good faith to review and implement recommendations, as agreed to by the Parties, in a timely manner.

### **Building Tsilhqot'in Capacity**

6. As a priority, the Parties will jointly identify and work to resource the urgent capacity needs of the Tsilhqot'in communities for effective Emergency Management and Wildfire Management in the 2018-2019 fiscal year, prior to April 1, 2018.
7. As a potential component of a new 'model of excellence' for a partnership approach in Emergency Management the Parties will (a) assess the feasibility of the Tsilhqot'in proposal for a regional Emergency Centre and assess whether the proposal supports the common goals of this Agreement, and (b) work to further develop and implement the elements of the proposed regional Emergency Centre identified as feasible and consistent with the common goals of this Agreement.

### **Term**

8. This Agreement is effective on the date that it is fully executed by all Parties and remains in effect for three years from that date, unless extended by agreement of the Parties in writing.
9. This Agreement may be terminated by any Party with six (6) months written notice.

### **Funding**

10. The Parties recognize that adequate funding is essential to the success of the Agreement and will determine the funds necessary to support Tsilhqot'in participation and achieve those actions agreed to through this Agreement.

## General Clauses

11. Nothing in this Agreement will be construed as:
  - a. an admission of any fact or liability in relation to activities or decisions of any Party that occurred prior to this Agreement;
  - b. an acknowledgment of any obligation to provide any particular financial, economic or other funding unless or until agreed to by the Parties.
12. This Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the Tsilhqot'in Nation or to the positions that any Party may advance in any proceeding.
13. This Agreement does not fetter or limit, and shall not be deemed to fetter or limit, the decision-making authority of any Party or their authorized representatives.
14. The Parties agree that this Agreement will be implemented in a manner consistent with the established rights of other First Nations under section 35 of the *Constitution Act 1982*, as well as the Province and Canada's ongoing duty to consult with First Nations and seek to accommodate potential adverse impacts on asserted Aboriginal rights and title claims, as appropriate, in accordance with the common law and the provisions of applicable First Nations' Treaties and engagement agreements.
15. Any payment under this Agreement is subject to appropriations approved by the appropriate authority, and payments may be terminated or reduced in the event that funds are not available in the fiscal year in which payment is to be made.
16. This Agreement may be executed in counterparts and by facsimile by the Parties.

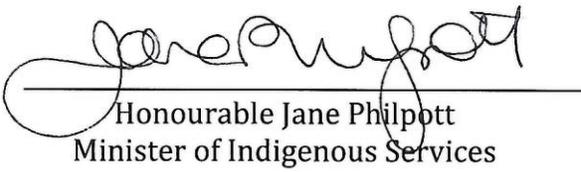
Representing the Tsilhqot'in National Government

  
\_\_\_\_\_  
Chief Joe Alphonse, Tl'etinqox  
Tribal Chair, TNG

Feb 15, 2018

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Date

Representing the Government of Canada

  
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Honourable Jane Philpott  
Minister of Indigenous Services

Feb 15, 2018.

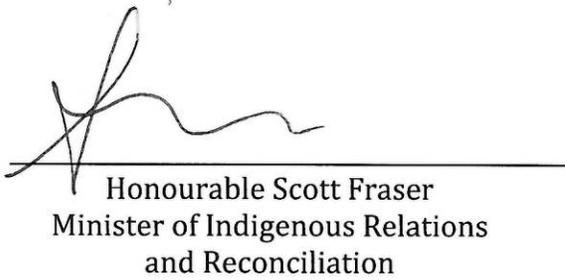
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Representing British Columbia

  
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Honourable Mike Farnworth  
Minister of Public Safety and Solicitor General

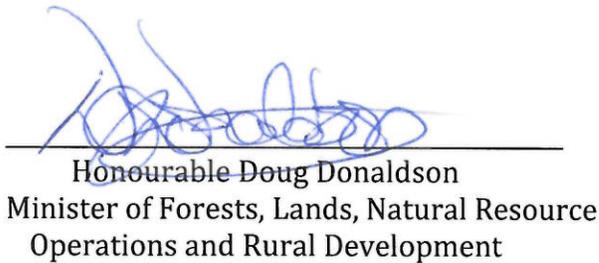
19/02/2018

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Date

  
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Honourable Scott Fraser  
Minister of Indigenous Relations  
and Reconciliation

Feb. 19, 2018

\_\_\_\_\_  
Date

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

Feb. 19/18

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Date