

Collaborative Management Agreement for Provincial Parks

This agreement is dated for reference this ___ day of _____, 2009.

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,**
as represented by the Minister of Environment

(hereinafter "British Columbia" or "Party")

AND

DOIG RIVER FIRST NATION,
as represented by Chief of the Doig River First Nation,
PROPHET RIVER FIRST NATION,
as represented by the Chief of the Prophet River First Nation,
WEST MOBERLY FIRST NATIONS,
as represented by the Chief of West Moberly First Nations

(hereinafter collectively the "Treaty 8 First Nations" and
individually each a "Treaty 8 First Nation")

each a "Party" and collectively the "Parties"

PREAMBLE

Whereas The *Constitution Act, 1982*, section 35(1) states, "The existing aboriginal and treaty rights of the aboriginal peoples of Canada are hereby recognized and affirmed";

Whereas British Columbia and four Treaty 8 First Nations entered into an Economic Benefits Agreement dated February 27, 2008;

Whereas The Parties acknowledge that British Columbia and First Nations representatives are engaged in discussions to develop a "New Relationship" between the Province and First Nations and that the discussions may result in new arrangements and enhanced relationships between the Province and First Nations in British Columbia;

Whereas The Parties acknowledge that this CMA reflects the nature of an emerging new relationship between British Columbia and Treaty 8 First Nations;

Whereas This CMA sets out a collaborative relationship between the Treaty 8 First Nations and British Columbia with respect to planning, management and use of natural and cultural resources in the Provincial Parks listed in Appendix A; and

Whereas The Parties wish to provide for a process by which Halfway, Sauteau or Fort Nelson, as the case may be, becomes a party to this CMA.

THEREFORE the Parties agree as follows.

1.0 Definitions

1.1 In this CMA and the preamble hereto:

"Amended Economic Benefits Agreement, 2009" means the economic benefits agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations;

"Board" means the Treaty 8-British Columbia Parks Management Board established and appointed in accordance with section 6, which consists of the four representatives appointed under section 6.3;

"CMA" means this agreement for the collaborative management of the Provincial Parks;

"Collaborative Management" means the process as set out in this CMA whereby the Treaty 8 First Nations and British Columbia agree to engage in a Spirit of Shared Decision Making, with the goal of seeking an outcome that accommodates rather than compromises their respective interests;

"Completed Agreement" means an agreement regarding revenue sharing or resource management entered into between British Columbia and each Treaty 8 First Nation, which British Columbia and the Treaty 8 First Nations agree to designate as a "Completed Agreement";

"EBA" means the Economic Benefits Agreement entered into by British Columbia and four Treaty 8 First Nations, dated for reference February 27, 2008, as amended;

"Fort Nelson" means Fort Nelson First Nation;

"Government to Government Protocol Agreement" means the protocol agreement between British Columbia and the Doig River, Prophet River and West Moberly First Nations;

"Halfway" means Halfway River First Nation;

"Level of Priority" means, as set out in Appendix D, any of the four (4) levels of priority under the heading 'Board Priorities 1- 4' which may be established for each

type of decision or activity in each Provincial Park by the Board, in accordance with section 6.9;

“Minister” means the Minister of Her Majesty the Queen in Right of British Columbia having responsibility, from time to time, for the exercise of powers of decision set out in the *Park Act*, RSBC, c.344, and includes a designate of the Minister;

“Opt-in Effective Date” means the effective date on which Halfway, Saulneau or Fort Nelson, as the case may be, becomes a party to this CMA, which date will be specified in an amendment agreement, as more particularly described in section 12;

“Park Planning Documents” means any of the following documents prepared by Ministry of Environment staff:

- a. management plans (“MP”); and
- b. any other park planning documents that may be developed in the future by Ministry of Environment staff;

“Provincial Park” means one or more of the parks, protected areas and ecological reserves listed in Appendix A, as amended from time to time;

“Saulneau” means Sauleau First Nations;

“Spirit of Shared Decision Making” means a process whereby the Treaty 8 First Nations and British Columbia, without changing their rights and responsibilities, agree to engage collaboratively on a specific set of issues, within a specific timeframe, with the goal of seeking an outcome that accommodates rather than compromises their respective interests;

“Treaty 8 First Nations” means, for the purposes of this Agreement, Doig River First Nation, Prophet River First Nation and West Moberly First Nations, and **“Treaty 8 First Nation”** means any one of these Parties; and

“Treaty 8-Northeast Managers Committee” means the Treaty 8-Northeast Managers Committee established pursuant to the Government to Government Protocol Agreement between the Parties.

2.0 Purpose

2.1 This CMA sets out a meaningful consultation process which, if followed in good faith by the Parties in accordance with this CMA:

- a. is consistent with the honour of the Crown;
- b. provides for the Crown to address the interests and concerns of the Treaty 8 First Nations in good faith and where appropriate, accommodate Treaty 8 First

Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*; and

- c. furthers the objective of reconciliation between Treaty 8 First Nations and British Columbia.

2.2 This CMA is a Completed Agreement further to paragraph 3.2(b) of the EBA and the Amended Economic Benefits Agreement, 2009.

3.0 Scope

3.1 This CMA applies to the Provincial Parks listed in Appendix A.

3.2 This CMA is not intended to:

- a. be a treaty or a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*;
- b. create, amend, define, abrogate or derogate from the nature and scope of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
- c. create, amend, define, affirm, recognize, abrogate or derogate from any other First Nation's existing rights recognized and affirmed under section 35(1) of the *Constitution Act, 1982*;
- d. limit the positions any Party may take in any legal or administrative proceedings; or
- e. constitute any admission of fact or liability.

3.3 British Columbia and the Treaty 8 First Nations acknowledge that they have differing positions regarding:

- a. the location of the western boundary of the geographic area of Treaty No. 8 and that nothing in this CMA is an admission of fact or liability by British Columbia or the Treaty 8 First Nations or an admission of the position of the other; and
- b. the interpretation of Treaty 8 and the interpretation of section 35(1) of the *Constitution Act, 1982*, and that nothing in this CMA is to be construed as an acceptance of or admission by British Columbia or the Treaty 8 First Nations of the position of the other.

3.4 For clarity, nothing in this CMA affects British Columbia's ability to respond to any exceptional or emergency circumstances.

4.0 Objectives

- 4.1 The objectives of this CMA are to provide for the planning, management and operation of the Provincial Parks in a manner that:
- a. promotes and enables the participation of Treaty 8 First Nations;
 - b. promotes communication, collaboration and improves the sharing of information between the Parties;
 - c. protects ecological attributes, heritage resources, and natural resources and respects cultural, recreational and historical values, including the written and oral history and cultural traditions of each of the Treaty 8 First Nations;
 - d. is consistent with Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*;
 - e. acknowledges the authority of Treaty 8 First Nations in the interpretation of Treaty 8 First Nations' place names, history and culture;
 - f. conserves the natural resources of the Provincial Parks for their intrinsic and scientific values, recreation, tourism and compatible economic opportunities;
 - g. integrates traditional ecological knowledge of the Treaty 8 First Nations into planning and management of the Provincial Parks; and
 - h. respects existing tenures in accordance with the case law interpreting section 35(1) of the *Constitution Act, 1982* and this CMA.

5.0 Consultation & Collaborative Management

- 5.1 This CMA describes a framework and process which, if followed, will meet any obligations of the Crown:
- a. to consult with the Treaty 8 First Nations with respect to Provincial Parks; and
 - b. to engage in Collaborative Management under this CMA.
- 5.2 Through the consultation processes set out in this CMA, British Columbia will address the interests of the Treaty 8 First Nations in good faith.

6.0 Treaty 8-British Columbia Parks Management Board

- 6.1 The Parties will establish a Treaty 8-British Columbia Parks Management Board whose primary function will be to guide, through recommendations to the Parties, the planning and management of the Provincial Parks with respect to the protection, conservation and management of natural and cultural resources while respecting Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.

- 6.2 Appendices B, C and D of this CMA illustrate the relationships established and processes to be implemented by the Parties and the Board under this CMA.
- 6.3 British Columbia and the Treaty 8 First Nations each will appoint to the Board two representatives with sufficient authority to represent their respective interests, for a total of four Board members.
- 6.4 The Parties agree that the Board will guide planning and management in a manner that is consistent with this CMA.
- 6.5 The Board may:
- a. establish rules and procedures for its internal operations;
 - b. meet as frequently as priorities and tasks require and as resources permit;
 - c. invite other governments to participate in the collaborative processes established under this CMA; and
 - d. for the purpose of obtaining a variety of perspectives and access to diverse sources of information, invite non-governmental stakeholders to participate in the Board, in an advisory capacity.
- 6.6 The Board's tasks will include, but will not be limited to:
- a. completing a matrix in the form set out in Appendix D of this CMA, to identify the priority recommended by the Board for each type of decision or activity listed in the Appendix for each of the Provincial Parks;
 - b. making recommendations regarding priorities for decisions or activities in Provincial Parks;
 - c. guiding and reviewing management planning processes and the preparation of Park Planning Documents for individual Provincial Parks;
 - d. providing information regarding the scope, nature and extent of potential infringements of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, that may result from park management planning, operational and permitting decisions or other activities identified in Appendix D and recommending mitigation measures, ranging from avoidance to accommodation, as appropriate;
 - e. ensuring appropriate consultation processes are designed and implemented for individual Treaty 8 First Nations in the planning, management and operation of individual Provincial Parks;
 - f. establishing priorities for conducting any inventories or scientific studies in Provincial Parks on topics such as fish and wildlife, and cultural values;

- g. making recommendations to the Minister, with respect to adding or deleting areas from a Provincial Park or creating a new park to be added to the list of Provincial Parks;
 - h. identifying and developing compatible economic opportunities associated with Provincial Parks;
 - i. identifying and developing opportunities for education and training of Treaty 8 First Nations' members to qualify them for employment or other participation in the management of Provincial Parks including but not limited to planning and operations activities (such as education and park rangers);
 - j. providing input on operations and permitting issues; and
 - k. other tasks jointly agreed upon by the Board members.
- 6.7 If, in the course of carrying out its tasks, the Board concludes that there is an issue arising from a provincial policy, statute or regulation affecting the planning and management of Provincial Parks, the Board may make recommendations to the Minister for changes to that policy, statute or regulation.
- 6.8 The Board may meet with the Treaty 8-Northeast Managers Committee in order to:
- a. report progress;
 - b. improve communications and information exchange between the Board and provincial agencies and Treaty 8 First Nations; and,
 - c. seek coordination on matters pertaining to areas outside a Provincial Park, but which may affect that park.
- 6.9 The Parties agree that if the Minister is informed by the Board that a decision or activity has been identified by the Board as a:
- a. 1st or 2nd Level of Priority, Ministry of Environment staff will consult with respect to a decision or activity that may adversely affect Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* and, as appropriate, accommodate those rights;
 - b. 3rd Level of Priority, Ministry of Environment staff will provide written notice to the Board and provincial Board members will discuss the proposed decision or activity at a subsequent Board meeting; and
 - c. 4th Level of Priority, Ministry of Environment staff will provide written notice only to the Board but, upon the request of the Board, will discuss the proposed decision or activity at a subsequent Board meeting.

- 6.10 Notwithstanding paragraphs 6.9b and 6.9c, if the Minister or Ministry of Environment staff becomes aware of a potential infringement of any Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*, with respect to the planning, management or operation of the Provincial Parks, the Minister or Ministry of Environment staff will refer the matter to the Board for consideration and recommendation prior to a decision or action being taken.
- 6.11 Prior to the Board making a recommendation regarding a decision or action identified in Appendix D, the Parties will provide the Board, for the Board's consideration, all relevant, substantive information, such as studies, data or third party stakeholder submissions that a Party has access to, subject to any statutory or other legal obligation of confidentiality or protection of privacy.
- 6.12 Notwithstanding paragraph 6.11, a Treaty 8 First Nation may choose not to provide information in a timely way or at all to the Board or to the Treaty 8 First Nations' representatives on the Board, but if the Treaty 8 First Nation so chooses, that Treaty 8 First Nation may not subsequently assert that a recommendation made by the Board or a decision made by the Minister did not, in the absence of that information, properly give consideration to that Treaty 8 First Nation's rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982*.
- 6.13 The representatives of the Treaty 8 First Nations on the Board will notify and facilitate the presentation of information to each affected Treaty 8 First Nation, to ensure that in relation to a decision or activity in a Provincial Park that each affected Treaty 8 First Nation has reasonable notice of the matter to be decided, including the information sufficient to understand, assess and meaningfully respond to the proposed decision or activity.
- 6.14 The Board will make best efforts to make timely recommendations.
- 6.15 If the Board requires more time to gather additional information to conclude a recommendation prior to the Minister making a decision, the Board will notify the Minister and request a specific period of time to gather the additional information and the Minister will, subject to his or her statutory or legal duties and discretion, provide a reasonable period of time for the Board to gather the additional information.
- 6.16 If, subsequent to the Board making a recommendation and before the Minister makes the decision, the Minister receives additional information relevant to the decision, the Minister will share the additional information with the Board, subject to any statutory or other legal obligation of confidentiality or protection of privacy, and will provide the Board with an opportunity to comment on the additional information, prior to making the decision.

7.0 Dispute Resolution

- 7.1 In undertaking its tasks and implementing this CMA, the Board will make best efforts to reach consensus in its operations and recommendations.

- 7.2 To achieve consensus on disputed matters regarding a recommendation in relation to a Provincial Park decision or activity as identified in Appendix D, the Board may employ voluntary dispute resolution measures, that may include mediation conducted in good faith in an informal and non-adversarial manner.
- 7.3 If a dispute arises in relation to a particular Provincial Park, the Board members are encouraged to visit the site to discuss alternatives and options.
- 7.4 Where the Minister disagrees with a consensus written recommendation of the Board, or with any dissenting recommendations from one or more Board member(s), other than a recommendation under section 6.6.g and 6.7, the Minister will:
- a. write to the Board and to any dissenting Board member(s);
 - b. include reasons for the Minister's disagreement;
 - c. offer the Board and any dissenting Board member an opportunity to submit any further written recommendations to the Minister within a period of 30 days from the date of the letter referred to in section 7.4(a);
 - d. refrain from making any final decision relating to the subject of the recommendation until the 30 day response period has expired; and
 - e. write to the Board and the dissenting Board member with the Minister's final decision and rationale for that decision.
- 7.5 For greater certainty, if the Treaty 8 First Nations' representatives on the Board have indicated in their written recommendation to the Minister that a specific Treaty 8 First Nation right recognized and affirmed by section 35(1) of the *Constitution Act, 1982* is, or will be, adversely affected by a decision of the Minister, the Minister will provide written reasons to the Treaty 8 First Nations' representatives on the Board indicating the manner in which that specific right has, as appropriate, been accommodated, in accordance with the case law interpreting section 35(1) of the *Constitution Act, 1982*.
- 8.0 Park Planning Documents**
- 8.1 Future Park Planning Documents may address, but are not limited to, the following elements:
- a. a park description;
 - b. a management vision;
 - c. a zoning plan;
 - d. management strategies; and

e. monitoring strategies.

9.0 Other First Nations

9.1 The Board may invite other First Nations to participate in making recommendations regarding the management of Provincial Parks within an area to which those other First Nations assert an interest.

9.2 It is recognized that British Columbia must fulfil, potentially through separate consultations, any constitutional obligations it may have to consult with other First Nations who are not party to this CMA, and consensus may not always be possible in the development of Board recommendations.

9.3 It is also recognized that British Columbia has a constitutional obligation to recognize and affirm the Treaty 8 First Nations' rights, in accordance with the terms of Treaty 8 and the case law interpreting section 35(1) of the *Constitution Act, 1982*, when consulting with other First Nations.

10.0 Costs and Project Funding

10.1 Each Party will be responsible for its own costs to participate in the Board and the processes contemplated under this CMA.

10.2 The Board will work cooperatively to acquire funds for projects as may be necessary from time to time.

11.0 Amendment

11.1 The Parties will review this CMA, and negotiate and attempt to reach agreement on any proposed amendments, at the request of either the Treaty 8 First Nations or British Columbia but not more frequently than annually.

11.2 If any new provincial initiative applicable to British Columbia's provincial parks results in opportunities for the Parties to enhance or otherwise improve the role of the Treaty 8 First Nations in Provincial Park management, British Columbia will offer to amend this CMA, to include those opportunities.

11.3 Any amendments to this CMA will require the written consent of the Parties and will take effect once all Parties have signed the amendment.

11.4 Nothing in this CMA will obligate British Columbia to establish a provincial park, protected area, or ecological reserve or to maintain the designation or boundary of any Provincial Park.

11.5 If the location of the western boundary of the geographic area of Treaty No. 8 within British Columbia is agreed upon amongst British Columbia and the Treaty 8 First Nations or is fully and finally determined by a court of competent jurisdiction, in a judgment binding on British Columbia and one or more of the Treaty 8 First Nations

then the list of Provincial Parks in Appendix A will be amended in a manner consistent with the boundary so determined.

- 11.6 This Agreement is between British Columbia and the Treaty 8 First Nations. Any other government may be added to this CMA with the written agreement of British Columbia, the Treaty 8 First Nations and that other government.

12.0 Halfway, Saulneau or Fort Nelson Becoming Parties

- 12.1 The Treaty 8 First Nations and British Columbia agree to grant to Halfway, Saulneau and Fort Nelson the option to become parties to this CMA provided that, if they wish to become a party to this Agreement, they must have obtained authority to enter into this Agreement in the manner contemplated by section 15.1, and have signed the amending agreement referred to in section 12.2, on or before April 30, 2010.
- 12.2 In the event that Halfway, Saulneau and/or Fort Nelson become a party to this CMA, the Parties will prepare an amending agreement by which Halfway, Saulneau, and/or Fort Nelson, as the case may be, become a party to this CMA as of the Opt-in Effective Date specified in the amending agreement.
- 12.3 The Parties will execute such documents as are reasonably necessary in order to give effect to an amendment to this CMA incorporating Halfway, Saulneau and/or Fort Nelson, as the case may be, as a party hereto, including the amendment agreement referred to in section 12.2.
- 12.4 If Halfway, Saulneau and/or Fort Nelson, as the case may be, become a party to this CMA, the term "Treaty 8 First Nation" as used throughout this CMA will, as of the Opt-in Effective Date, include that First Nation.
- 12.5 Execution of an amending agreement by Halfway, Saulneau and/or Fort Nelson, as contemplated in section 12.2 above, means that First Nation has become a party to this Completed Agreement, as contemplated in the Amended Economic Benefits Agreement, 2009.

13.0 Termination

- 13.1 This CMA will terminate March 31, 2022, unless terminated earlier in accordance with section 13.2.
- 13.2 The Treaty 8 First Nations or British Columbia may terminate this CMA prior to March 31, 2022 by giving the other Parties 30 days' written notice of the intent to terminate the CMA and the reasons for terminating the CMA.
- 13.3 A Treaty 8 First Nation may withdraw from this CMA by giving each remaining Treaty 8 First Nation and British Columbia 30 days' written notice of the intent to withdraw from the CMA and the reasons for withdrawing from the CMA.

13.4 The withdrawal of a Treaty 8 First Nation from this CMA does not terminate this CMA as between the remaining Treaty 8 First Nations and British Columbia.

14.0 Notice

14.1 Where in this CMA any notice or other communication is required to be given by British Columbia or the Treaty 8 First Nations, it will be made in writing. It will be effectively given:

- a. by delivery to the respective address set out below, on the date of delivery; or
- b. by pre-paid registered mail to the respective address set out below, on the date the registered mail is delivered; or
- c. by facsimile, to the respective facsimile number set out below, on the date the facsimile is sent; and
- d. the address and facsimile of British Columbia and the Treaty 8 First Nations are set out below.

Treaty 8 First Nations:

c/o Treaty 8 Tribal Association
10233 – 100th Avenue
Fort St. John, BC
V1J 1Y8
Fax: (250)785-2021

British Columbia:

Attn: Regional Manager,
Environmental Stewardship, Peace
Region
Ministry of Environment
400-10003 -110 Avenue
Fort St. John, BC
V1J 6M7
Fax: (250)787-3490

15.0 Representation and Warranties

15.1 Each Treaty 8 First Nation represents and warrants that:

- a. its Chief or duly assigned Councillor, has the authority to sign this CMA, as evidenced by resolutions of the Band Council; and
- b. the Treaty 8 First Nation has the authority and legal capacity to enter into this CMA and to carry out its provisions on behalf of the Treaty 8 First Nation and any individual member or groups of members of the respective Treaty 8 First Nation.

- 15.2 The Minister responsible for parks is authorized to sign this CMA on behalf of British Columbia.
- 16.0 General**
- 16.1 Nothing in this CMA requires or will be interpreted to require British Columbia or its representatives to act in a manner inconsistent with, or that limits their statutory discretion in the exercise of their jurisdiction, as set out in federal or provincial legislation.
- 16.2 The processes provided for under this CMA are intended to respect Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* in a manner consistent with the Constitution of Canada and the provisions of this CMA.
- 16.3 In this CMA, unless the context otherwise requires:
- a. words in the singular include the plural and words in the plural include the singular; and
 - b. references to this CMA include the Appendices A through D attached to this CMA.
- 16.4 In this CMA any reference to a statute includes all regulations made under that statute and any amendments or replacement thereof.
- 16.5 For clarity and further to section 3.3(a) of this CMA, this CMA is not intended to in any way prejudice, limit or detract from the ability or right of the Treaty 8 First Nations to litigate or otherwise advocate any claims of Treaty 8 First Nations' rights recognized and affirmed by section 35(1) of the *Constitution Act, 1982* with respect to provincial parks not listed in Appendix A.

17.0 Signing / Effective Date

17.1 This CMA may be executed in counterparts and /or by facsimile by the Parties.

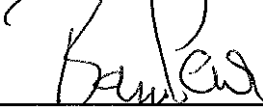
17.2 This CMA comes into effect following ratification and upon signature by British Columbia and all three of the Chiefs of the Treaty 8 First Nations who are party to it.

SIGNED this 8th day of December,
2009
in the presence of:




Witness

**HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, as represented
by the Minister of Environment**



Honourable Barry Penner

SIGNED this 7 day of December,
2009
in the presence of:



Witness

**DOIG RIVER FIRST NATION,
as represented by the Chief**



Chief Norman Davis

SIGNED this 7 day of December,
2009
in the presence of:



Witness

**PROPHET RIVER FIRST NATION,
as represented by the Chief**



Chief Lynette Tsúkoza

SIGNED this 7 day of December,
2009
in the presence of:



Witness

**WEST MOBERLY FIRST NATIONS,
as represented by the Chief**



Chief Roland Willson

APPENDIX A

Provincial Parks

LIARD AREA	NORTH PEACE AREA	SOUTH PEACE AREA
Denetiah/Dall River/Dune Za Keyih	Beatton	Bearhole Park and PA
Ekwan Lake PA	Beatton Doig PA (Proposed)	Bocock Peak park
Fort Nelson River ER	Buckinghorse River Way Park	East Pine
Grayling Hotsprings ER	Butler Ridge PA	Gwillim Lk. Park
Hay River PA	Cecil Lake	Hole in the Wall Park
Horneline Creek Park	Charlie Lake	Kakwa Park *
Jackpine Remnant PA	Chinchaga (Proposed)	Kiskatinaw Park
Klua Lakes PA	Clayhurst	Klin se za PA
Kotcho Lake & Village	Goguka	Moberly Lake
Liard PA	Graham Laurier Park	Monkman
Liard River Hotsprings	Milligan Hills Park	One Island Lake
Maxhamish Park and PA	Northern Rocky Mountain Park	Peace River/Boudreau PA (Proposed)
Muncho Lake	Pink Mountain Park	Peace River Corridor Park
Parker Lake ER	Redfern Keily Park	Pine Lemory Park
Portage Brule ER/PA	Sikanni Chief Canyon PA	Pine River Break Park
Prophet R Hotsprings Park	Sikanni Chief River	Rolla Canyon ER
Scatter River Old Growth Park	Sikanni Chief Falls PA Partial	Sukunka Falls
Stone Mountain	Sikanni Old Growth Park	Swan Lake
Toad R Hotsprings Park		Wapiti Park
Thinatea PA (N and S)		

Notes:

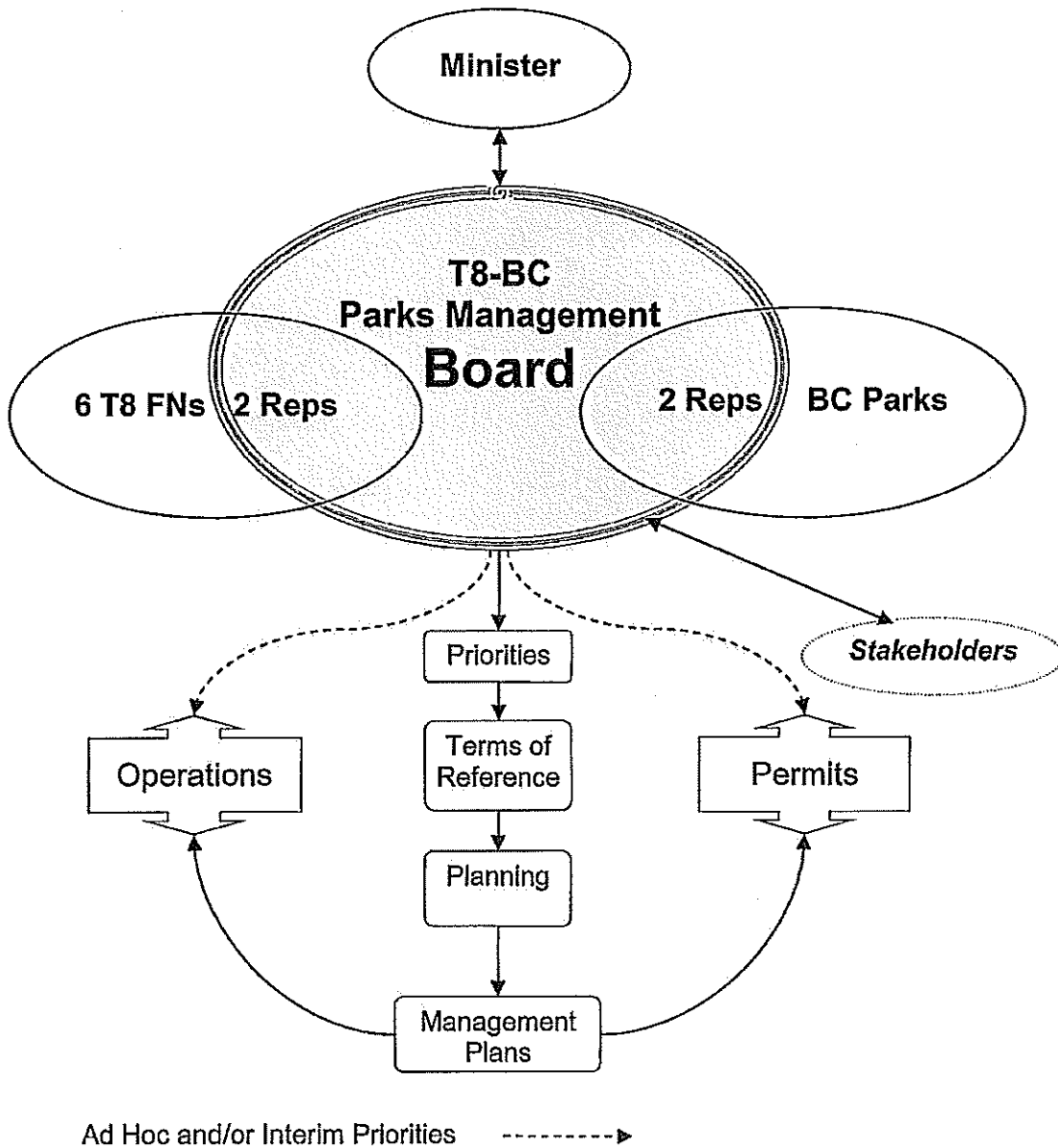
* = managed as part of Omineca Region

PA = Protected Area (established under the *Environment and Land Use Act*)

ER = Ecological Reserve (established under *Ecological Reserves Act*)

APPENDIX B

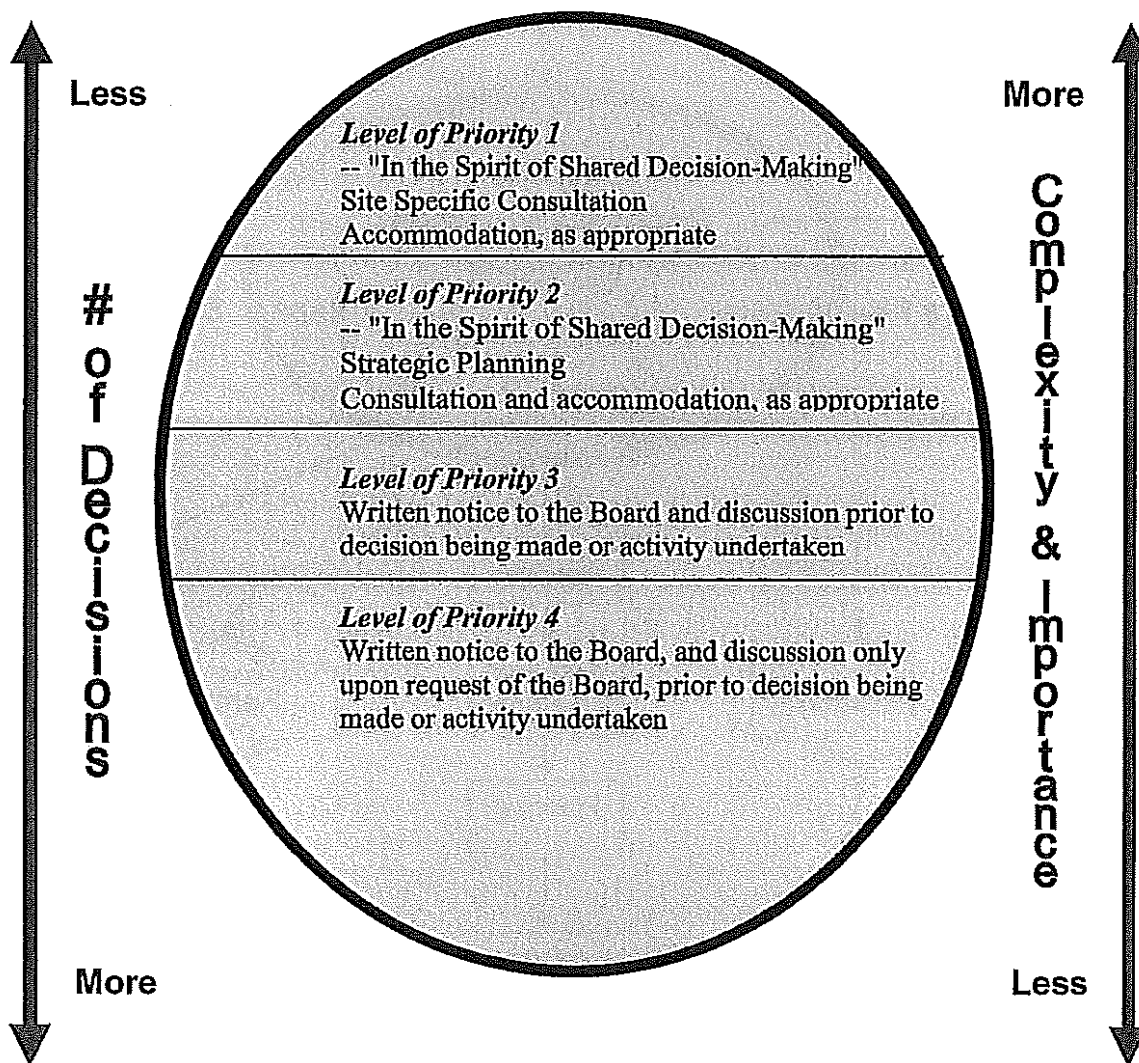
Schematic for Treaty 8 - BC Collaborative Management Agreement for Provincial Parks



APPENDIX C

Treaty 8 - BC Parks Management

*Spectrum of Consultation T8-BC Parks
Management Board Involvement*



APPENDIX D

BC Parks Planning and Management Activities Board Priorities Matrix

Board Priorities 1-4 on a Spectrum of Consultation:

- Level of Priority 1** Park Site Specific Consultation
- Level of Priority 2** Strategic Planning
- Level of Priority 3** Written Notification to the Board and Discussion
- Level of Priority 4** Written Notification to the Board and discussion only upon request of the Board

Nature of Decision/Action	Park	<i>ELUA</i> Protected Area	Ecological Reserve
PARK PLANNING			
Park Planning			
Management Plan – MP			
Management Plan – MDS			
Management Plan – PSZP			
Other Park Planning Documents			
Boundary Changes			
Designating new parks or protected areas			
Amending park boundaries			
Acquisition of new private property for protection			
Designation new private property for protection			
Operational Planning			
Fire management planning (initial attack or let burn area)			
Ecosystem restoration planning (fires, fuel reduction)			
Forest health planning			

Nature of Decision/Action	Park	ELUA Protected Area	Ecological Reserve
PERMITS			
Park Use Permits			
Commercial Recreation, one year or longer (minor, low impact, non-motorized, multiple trips)			
Commercial Recreation, one year or less (minor, low impact, non-motorized, single or multiple trips)			
Film production			
Commercial Services, general (food vending, equipment rentals, transportation)			
Commercial Recreation, motorized (major/high impact, heli-skiing, boat tours)			
Minor Ski Areas (compact, small, minimal use of mechanized lifts)			
Major Resorts (alpine ski facilities)			
Communication Sites (e.g. repeater sites)			
Roadways (public)			
Roadways(industrial/private)			
Rights-of-way (utilities, less than 25 km)			
Rights of way (utilities, more than 25 km)			
Agriculture or grazing (recreational guiding)			
Residential (institutional use of private or Crown owned facilities, cottages or huts)			
Non-profits organizations (use of private or Crown owned structures)			
Private moorage (docks, wharves)			
Aquaculture (shellfish, finfish)			
Quarrying (rock or aggregate removal)			
Log handling (storage, sorts)			
Alternative power projects (water or wind)			
Energy and mining			
Wildlife Act (trapping, angle guiding, G/O)			

Nature of Decision/Action	Park	<i>ELUA</i> Protected Area	Ecological Reserve
OPERATIONS			
Operations			
Facility maintenance (fixing roads, structures, fences, water systems, campgrounds)			
New facility development/construction (roads, structures, fences, water systems, campgrounds)			
Vegetation management (invasive species, pheromone baiting, restoration, safety, fall and burn, danger trees)			
Access management (seasonal opening and closing trails for vegetation management or minimizing wildlife/human conflicts)			
Inventory, Research and Monitoring			
Fish and wildlife counts (creel surveys, annual counts, surveys)			
Recreational impact monitoring			
Scientific research (dendochronology, baseline monitoring, species research)			
Extension			
Signage			
Brochures, interpretive information			
Celebrations (i.e. Parks Day or special events)			
Interpretive materials			
Volunteer opportunities (Eco Reserve wardens, hosts)			

