



COLLABORATIVE EMERGENCY MANAGEMENT AGREEMENT

Dated for reference February 19, 2022

(“Agreement”)

BETWEEN

**The T̂SILHQOT’IN NATION as represented by the T̂silhqot’in National
Government**

(“T̂silhqot’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 Public Safety and Solicitor General and the**

**Minister of Forests, Lands, Natural Resource Operations and Rural
Development**

(“the Province”)

(Collectively, the “Parties”)

PREAMBLE:

- A. The Parties entered into the Collaborative Emergency Management Agreement (CEMA), dated February 19, 2018, which was extended by agreement on February 18, 2021.
- B. The Parties wish to enter into a multi-year agreement to renew and advance the Parties’ collaborative work under the CEMA.
- C. The Parties have made progress that informs overall emergency management work with Indigenous Nations in British Columbia. The Parties have developed a governance structure (Schedule A) and committed to advance shared goals.

BACKGROUND:

- A. In the summer of 2017, the T̓silhqot̓'in communities were at the heart of the largest wildfires in the history of British Columbia at that time. As a result of climate change and other factors, wildfires pose a constant and increasingly significant risk for T̓silhqot̓'in communities and the Chilcotin region that is already at risk of flooding, landslides and other natural disasters.
- B. In 2020, the COVID-19 pandemic threatened the communities and presented challenges in emergency management.
- C. Each of the Parties holds significant responsibilities in respect of emergency management for T̓silhqot̓'in communities. British Columbia enters this Agreement with the support of the Ministry of Indigenous Relations and Reconciliation. Additional parties will be invited to participate when and where necessary.
- D. The 2017 T̓silhqot̓'in wildfire experiences and 2020 COVID-19 experiences highlighted the strengths, expertise, and opportunities within T̓silhqot̓'in 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 T̓silhqot̓'in).
- E. The Parties have made progress that informs overall emergency management work with Indigenous Nations in British Columbia. The Parties have drawn from the experiences of the T̓silhqot̓'in in emergency management through the Calls to Action from the jointly released *Nagwedižk'an Gwaneš Gangu Ch'inidžed Ganexwilagh - Fires Awakened Us Report* (April 24, 2019) and *Dada Nentsen Gha Yatastig: T̓silhqot̓'in in the Time of COVID* (March 18, 2021).
- F. In a spirit of collaboration, the Parties wish to draw on the T̓silhqot̓'in experience as a critical opportunity to support the role and capacity of the T̓silhqot̓'in Nation and T̓silhqot̓'in communities as true partners and leaders in emergency management.
- G. The above work is being done within the context of a broader provincial commitment to learn from unprecedented recurring wildfires and spring flooding and to improve emergency management. The work done with the T̓silhqot̓'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 T̓silhqot’in communities;
 - b. enhancing the role and capacity of T̓silhqot’in citizens in Emergency Management;
 - c. building trust and relationships in the spirit of the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), which recognizes the “the urgent need to respect and promote the inherent rights of indigenous peoples which derive from their political, economic and social structures and from their cultures, spiritual traditions, histories and philosophies, especially their rights to their lands, territories and resources”, noting that the provincial *Declaration on the Rights of Indigenous Peoples Act* and the federal *United Nations Declaration on the Rights of Indigenous Peoples Act* commit the federal and provincial governments to implementing UNDRIP;
 - d. delivering emergency services in a way that is culturally safe, efficient and effective for all Parties and all British Columbians;
 - e. supporting the T̓silhqot’in Nation and T̓silhqot’in communities as true partners in Emergency Management, including all-hazard mitigation, preparedness, response and recovery activities;
 - f. coordinating the Parties’ respective decision-making, interests, values, roles and responsibilities into an integrated and effective Emergency Management regime; and,
 - g. establishing a government-to-government 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. identify and address potential strategic operational and jurisdictional gaps, issues and opportunities for improvement;

- b. ensure available emergency services are at a high standard for T̓silhqot̓in and other residents in the region, and are delivered in an efficient and effective manner;
 - c. co-develop and collaboratively implement strategies to enhance the role and capacity of T̓silhqot̓in peoples in Emergency Management, including a review of infrastructure, operational requirements and other capacity needs for effective Emergency Management in the T̓silhqot̓in communities;
 - d. identify and support the implementation of policies and protocols and legislation to allow seamless and effective Emergency Management across all levels of governmental authorities (federal, provincial, regional, municipal and Indigenous);
 - e. continue to seek collaborative approaches to enhancing T̓silhqot̓in emergency services to a high standard and ensuring that they are delivered in an efficient and effective manner;
 - f. jointly identify recommendations to further streamline and simplify processes for response and recovery efforts, including processes for reimbursement of costs, and processes for working collectively to find resources to address unmet needs;
 - g. build on the strengths and expertise of the T̓silhqot̓in Nation to improve Emergency Management, and support the creation of a new model of excellence in Indigenous 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 T̓silhqot̓in proposal for a regional emergency centre, training facility and evacuation centres 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 continue the Steering Committee established by the CEMA dated February 19, 2018, with the mandate to work collaboratively to advance the Purposes of the Agreement set out in sections 1 and 2.

4. The Steering Committee will continue to brief and report to senior officials to make immediate and longer-term recommendations to advance the Purposes of the Agreement set out in sections 1 and 2.
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 T̓silhqot̓in Capacity

6. As a priority, the Parties will jointly identify and seek to secure resources for the capacity needs of the T̓silhqot̓in communities for effective Emergency Management and Wildfire Management.
7. The Parties support the proposed T̓silhqot̓in-led regional emergency centre as a potential component of a new 'model of excellence' for a partnership approach in Emergency Management. The T̓silhqot̓in Nation, Canada and the Province will (a) expeditiously explore and seek to advance options to fund the next stage of feasibility assessment and design for the proposed emergency centre; and (b) work to further develop and implement the elements of the proposed regional emergency centre identified by the Parties as feasible and consistent with the common goals of this Agreement.

Term

8. Upon execution by all Parties, this Agreement is effective as of February 19, 2022 and remains in effect for five 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.

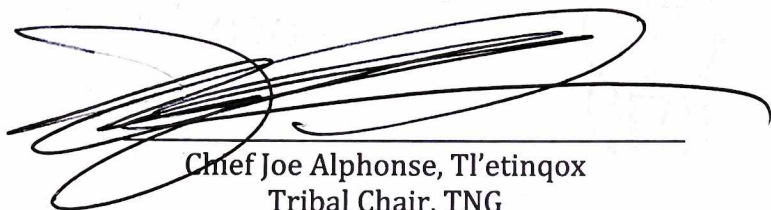
Funding

10. The Parties recognize that adequate funding is essential to the success of the Agreement. The Parties will determine the funding necessary to support the T̓silhqot̓in Nation to achieve those actions set out in sections 1 through 5 of this Agreement in a collaborative manner, and will endeavour to reach agreement, by February 19, 2023, on funding from Canada and the Province to support this Agreement over its five year term.
11. Canada will continue to provide funding to T̓silhqot̓in Nation for eligible project activities under the Emergency Management Assistance Program (EMAP) terms and conditions, at no less than \$250,000 annually for the term of this Agreement.

General Clauses

12. 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.
13. This Agreement is without prejudice to the Aboriginal rights and Aboriginal title of the T̓silhqot'in Nation or to the positions that any Party may advance in any proceeding.
14. 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.
15. The Parties agree that this Agreement will be implemented in a manner consistent with the established rights of other First Nations under section 35 of the *Constitution Act 1982*, as well as the Province 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.
16. Any payment contemplated under or for the Purposes of this Agreement is subject to appropriations approved by the appropriate authority, and payments may be terminated or reduced in the event that funds are not available in the fiscal year in which payment is to be made.
17. This Agreement may be executed in counterparts and by electronic transmission by the Parties.
18. The Parties adopt the same definition of "Wildfire Management" set out in the CEMA dated February 18, 2018.

Representing the T̓silhqot̓'in National Government



Chief Joe Alphonse, Tl'etinqox
Tribal Chair, TNG

March 30, 2022

Date

Representing the Government of Canada



Honourable Patty Hajdu
Minister of Indigenous Services

May 17, 2022

Date

Representing British Columbia



Honourable Mike Farnworth
Minister of Public Safety and Solicitor General

March 28, 2022

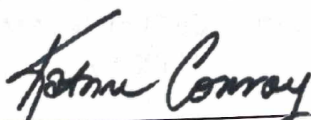
Date



Honourable Murray Rankin
Minister of Indigenous Relations
and Reconciliation

March 31, 2022

Date



Honourable Katrine Conroy
Minister of Forests, Lands, Natural Resource
Operations and Rural Development

April 01, 2022

Date

Schedule A

Collaborative Emergency Management Agreement

Governance Structure



Collaborative Emergency Management Agreement Governance Structure

Senior Level Engagement

Elected Officials: Tsilhqot'in Chiefs, Minister of Indigenous Services Canada, Minister of Public Safety and Solicitor General, Minister of Forests, Lands and Natural Resource Operations, Minister of Indigenous Relations

Senior Officials: Regional Director General for Indigenous Services Canada, Assistant Deputy Ministers for Emergency Management BC, BC Wildfire Service and Ministry of Indigenous Relations and Reconciliation

Steering Committee

Representatives of the Tsilhqot'in National Government, Indigenous Services Canada, Emergency Management BC, BC Wildfire Service, Ministry of Indigenous Relations and Reconciliation

Secretariat Support

**Governance
Committee**

**Finance
Committee**

**Infrastructure
Committee**

**Training
Committee**

**Communication
Committee**

**Ad Hoc
Committees**

Operational Working Group

Representatives of the Tsilhqot'in National Government, member First Nations, Emergency Management BC NEA Region, Cariboo Fire Centre with engagement from other response partners (e.g., Cariboo Regional District, First Nations Health Authority)