

## INFORMATION NOTE

**DATE:** March 29, 2022

**PREPARED FOR:** Honourable George Heyman, Minister of Environment and Climate Change Strategy

**ISSUE:** Opportunities for the forest sector to contribute to CleanBC Roadmap policies while exploring new economic growth opportunities

### KEY FACTS:

- The CleanBC Roadmap comprises many forest bioeconomy policies, programs, and investments. The Roadmap would create new economic opportunities in the forest sector while also delivering on climate targets.
- CleanBC Roadmap promises to reduce emissions from forestry (e.g., minimizing slash pile burning).
- The Roadmap looks to establish the forest bioeconomy as a key piece of the circular economy for B.C.'s future – which will be further fleshed out in the Circular Economy Strategy in 2022.
- The Forest Bioeconomy is also part of a growing market for negative emissions technologies (e.g., forest offset projects) and will be important in meeting future legislated emissions targets.
- Forest management emissions (e.g., slash pile burning, wildfires) are not counted against the provincial emissions reduction targets but are reported in the provincial inventory for transparency. However, B.C. forest offset projects that meet requirements for verification or validation are debited from B.C.'s provincial inventory – totaling 1.4Mt CO<sub>2</sub>e in 2019.
- Under the CleanBC Roadmap, B.C. can position itself to take advantage of the biochemicals and advanced biomaterials economy that is projected to increase from \$27.9B USD in 2019 to \$533B in 2030. Greater than 50 percent of biomaterials comes from wood biomass, and B.C. softwood fibres provide inherent competitive advantages (strong, light, flexible, compressible).

### BACKGROUND:

The bioeconomy is one of the nine pathways in the CleanBC Roadmap. It includes the following activities:

- Investing in silviculture activities including planting, fertilization, and management of forest health to increase carbon sequestration.
- Minimizing slash pile burning to reduce emissions.
- Modernizing the *Forest and Range Practices Act* to include practices and policies that support climate change and carbon management – initially through forest landscape planning, through improving forest practices to reduce emissions and capture carbon.

- Developing a bioproducts strategy and implementing the Mass Timber Action Plan, which allows the province to move from high volume to high value and look at embodying carbon in long lived wood products and using fiber that would have otherwise been burned in slash piles.
- The bioproducts strategy will provide new employment opportunities with additional economic benefits from the planting and fertilization of forest
- The Forest Carbon Offsets Protocol (FCOP) will further capitalize on similar types of work by crediting activities that are beyond what is required by regulation and incentivize forest carbon sequestration.
- FCOP lays out rules for the development of forest carbon offset projects in B.C. under the Provincial program and will be finalized and published Spring 2022.
- The management of forests in B.C., including activities that reduce the possibilities of catastrophic fires, plays a key role in managing B.C.'s carbon footprint.

s.12; s.16; s.17

## DISCUSSION

Environment and Forests have much to work together on in implementing policies, programs, and investments noted in the Roadmap. The bioeconomy strategy will provide new employment opportunities through the development of marketable products (e.g., value-added wood products, alternative clean energy fuels, etc.) and the planting, fertilization and FCOP have multiple economic benefits by creating new jobs and encouraging the growth of a credit trading marketplace.

Areas of collaboration between Forests and the Climate Action Secretariat (CAS) for the Roadmap include:

- slash pile management (committed in 2017 and not yet delivered), including improved measurements of methane emissions;
- adaptation measures (e.g., forest fire mitigation and nature-based solutions);
- offsets from forest management projects (e.g., implementation of forest offset protocol 2.0);
- greenhouse gas inventory accounting practices (e.g., incorporating forest management practices into the provincial inventory totals and accountability report);
- reductions in industrial emissions from the forest sector;
- indigenous engagement, particularly in areas of overlapping policy mandates between climate and Forests; and

- just transition for forest workers (there are expected to be fewer total jobs, with the remaining jobs requiring more specialized skills).

## **NEXT STEPS**

Forests and Climate Action staff continue to work together across the above programs and priorities. Coordination of all policies in the Roadmap and of work across Ministries is a CAS priority.

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## INFORMATION NOTE

**DATE:** March 8, 2022

**PREPARED FOR:** Honourable George Heyman, Minister of Environment & Climate Change Strategy

**ISSUE:** Signing of an MOU for the Indigenous Guardian Shared Compliance and Enforcement Pilot Project

### KEY FACTS:

- BC Parks and the KITASOO/XAI'XAIS and NUXALK Nations (the Parties) have agreed to a pilot project, whereby BC Parks seeks to appoint Indigenous Guardians from within the KITASOO/XAI'XAIS and NUXALK Nations' existing Guardian programs with Park Ranger authorities under the *Park Act*.
- Indigenous Guardians involved in the pilot project will not be employed by government; they will continue to act on the mandates of their Nations' Stewardship offices while at the same time exercising provincial legislative authorities under the guidance of BC Parks staff.
- The Indigenous Guardians appointed with Park Ranger powers and authorities will conduct compliance and enforcement activities only within the parks and protected areas in their traditional territories.
- There are no regulatory or legislative amendments necessary for the appointments to occur.
- This is the first such appointment in Canada.

### BACKGROUND:

- In December 2019, it was verbally communicated to the Nuxalk and KITASOO XAI'XAIS Nations that approval had been given for BC Parks staff to begin exploratory discussions for the development of a shared compliance and enforcement program (the "Guardian Pilot").
- Since that time, BC Parks staff and representatives from Nuxalk Nation, KITASOO XAI'XAIS Nation, and the Coastal Stewardship Network have been collaborating on the development of an MOU that will set the framework to continue to work together on the development of the supporting documents necessary to successfully implement the Guardian Pilot project.
- The Guardian Pilot project is largely a response to several years of requests from Indigenous Guardian programs seeking legislative authority to enhance their compliance and enforcement capabilities.
- The draft MOU has been reviewed and approved for signatures by MAG.

## **DISCUSSION:**

A collaboratively drafted MOU outlining the relationship between Kitasoo Xai'xais, Nuxalk Nation and BC Parks for the development of a shared compliance and enforcement program, also known as the Guardian Pilot project, has been approved by MAG and is ready for signature by the Parties.

The MOU is not legally binding and does not commit government to any specific outcome or to any financial obligations. It is also not at the level of a s.7 DRIPA agreement as there is no transfer of decision-making authority or joint decision-making with respect to parks management. The MOU is a relational document outlining the principles that will guide the Parties as they work together on the continued development of the Guardian Pilot project. Signature and implementation of the MOU are necessary for this work to continue as it sets out the framework for this ongoing collaborative process.

Finalization and official signing of the MOU is hugely symbolic to both Nations and they have requested that sign-off be at the Elected and Hereditary Chief/Minister level. They have also requested that signing take place as soon as feasible. MAG has advised BC Parks staff that given the nature of the document they are comfortable with Minister sign off and that they do not see any risk of proceeding without having all the supporting documents (ie, policies, procedures, etc.) finalized.

A separate, legally binding agreement that sets out the formal requirements for the delegation of legislative authorities, including educational and training requirements, liability and indemnity considerations, dispute resolution, and standards of conduct that must be agreed and adhered to throughout the course of the pilot is currently being developed. It is expected that signoff of this agreement will be at the ED/operational level.

Additional work to get the internal BC Parks policies and procedures in place to support an eventual shared compliance and enforcement program is also currently underway, and current versions have already received reviews from MAG, Risk Management Branch and the BC Parks Policy Steering Committee with no significant concerns identified in the approach.

Given the importance of this project to their communities (and to BCP), the Nations have also brought up the idea of making a joint public announcement after the MOU has been signed to showcase this project as a form of reconciliation in action. If signing of the MOU proceeds, BC Parks staff agree that this is something that should be considered, as it is an opportunity to demonstrate not only positive progress on collaborative approaches to protected areas management and Guardian programs in particular, but also of government's support for Indigenous self-determination and autonomy.

Consideration would also need to be given as to the appropriate venue and level of ceremony for signing; whether virtual, in-person, with Guardians and staff present, or other circumstances.

## **Attachments:**

**Appendix 1:** Final Draft MOU (post MAG review)

**Appendix 2:** BC Parks' Indigenous Guardian Pilot: An Overview

**Appendix 3:** Indigenous Partners in the Pilot

**Deputy Minister***Kevin Jardine**(250) 387-5429***Alternate contact for content:***Jim Standen**BC Parks and Conservation Officer**(250) 387-1288***Prepared by:***Steven Hodgson & Christine Crockford**BC Parks**(250) 982-2701 ext 8 & (778) 698-5450*

**Memorandum Of Understanding**

**BETWEEN**

**KITASOO/XAI'XAIS NATION**

**AND**

**NUXALK NATION**

(Each a "Nation" and collectively the "Nations")

**AND**

**THE PROVINCE OF BRITISH COLUMBIA**

(The "Province")

as represented by the Ministry of Environment and Climate Change Strategy

("BC Parks")

(Each a "Party" and collectively the "Parties")

**Date here**

**Respecting**

**A Shared Compliance and Enforcement Pilot Program**

**In Support of**

**Continued Advancement of Existing Indigenous Guardian Initiatives and Programs**

Whereas:

- A. Both the Nuxalk and Kitasoo/Xai'xais Nations have a long-standing Indigenous Guardian Watchmen Program and maintain that they have been monitoring and managing their ancestral territories for thousands of years, upholding ancestral and contemporary Indigenous laws that have been handed down over many generations.
- B. Guardian Watchmen (Guardians) act solely on the mandates of their Stewardship offices, under the guidance and delegated authorities of their Nations' governing leadership.
- C. The Nations and BC Parks collaboratively manage all the Parks and Protected Areas within each Nations' ancestral territories, including compliance monitoring. The Nations and BC Parks wish to strengthen collaboration by providing Guardians with certain compliance and enforcement authorities under provincial legislation.
- D. The collaborative management by the Nations and BC Parks of all the Parks and Protected Areas within the Nations' ancestral territories, including Guardians participation in compliance monitoring, aligns with the Draft Principles that Guide the Province of British Columbia's Relationship with Indigenous Peoples and UNDRIP. It is a method for moving forward with engaging with Indigenous communities when creating new policies and programs, reviewing services to make sure they are delivered in culturally intelligent ways, and renewing relationships in ways that help further Indigenous communities' right to self-determination.
- E. The Nations and BC Parks wish to establish a collaborative framework for the development of a shared compliance and enforcement program, with the shared vision that select Guardians from the Nations will receive Park Ranger powers and authorities under the *Park Act* and *Ecological Reserve Act*, and to advance the ability of the Guardians to carry out compliance and enforcement activities within parks, conservancies and protected areas within their ancestral territories.
- F. Having shared compliance and enforcement authorities and responsibilities with Guardians in all the parks, conservancies and protected areas within the Nations' ancestral territories also furthers reconciliation by supporting Indigenous rights and responsibilities in protecting and conserving ecosystems, developing and maintaining sustainable economies, continuing the profound connections between land, water and Indigenous culture and considered as a further step in meaningful collaboration.

*The Parties' intentions pursuant to this memorandum of understanding are as follows:*



## 1. Definitions

In this Memorandum of Understanding (MOU), including the recitals, the following definitions apply:

**“Consensus”** means that, although Parties may not support every aspect or decision, they have reached an agreement that satisfies their primary interests and addresses their significant concerns to the extent that all can support it.

**“Indigenous Guardian” or “Guardian”** means a person employed as a Guardian or Guardian Watchmen by the Nuxalk Nation or Kitasoo/Xai'xais Nation for the purpose of monitoring and upholding the ancestral laws and protocols of their Nation.

**“Park Act”** means the *Park Act* [RSBC 1996] CHAPTER 344.

**“Parks and Protected Areas”** means all provincial Parks, Conservancies, Recreation Areas and Ecological Reserves established or continued under the *Park Act*, the *Ecological Reserve Act*, or the *Protected Areas of British Columbia Act*, and protected areas established under provisions of the *Environment and Land Use Act*.

**“Park Ranger”** means a person appointed by the minister, pursuant to Section 4(2) of the *Park Act*.

## 2. Purpose

This MOU is intended to establish a framework in relation to the development and implementation of a shared compliance and enforcement program within provincial Parks and Protected Areas; specifically, a program where Guardians, within parks, conservancies and protected areas within their ancestral territories, will have the ability to undertake the same compliance and enforcement activities as a Park Ranger employed BC Parks, but who will remain employed by their Nation (the “Pilot Program”).

## 3. Key interests and outcomes

The Parties agree to work together to explore the following key interests with the goal of:

- a. Establishing a Pilot Program that will enable Guardians to assume Park Ranger authorities (Appendix 1), equivalent to that of a Park Ranger employed by BC Parks, supporting the continued advancement of existing Guardian initiatives and programs;
- b. A formal agreement which satisfies the Parties that all required policies, procedures, standards, and indemnification requirements are in place and will be adhered too during the Pilot Program;
- c. Strengthening government to government relationships;
- d. Building trust and operational relationships through shared compliance and enforcement responsibilities;

- e. Developing new responsibilities, authorities and collaborations that will serve to advance the mutual goals and responsibilities for protection and stewardship of protected areas in the Nation's territories;
- f. Refining existing, or establishing new, policies, procedures, practices, plans and programs that will support the implementation of a shared compliance and enforcement program; and,
- g. Exploring the future application of the *Declaration on the Rights of Indigenous Peoples Act* (DRIPA) in the context of a shared compliance and enforcement program.

#### **4. Management and Governance**

As soon as practicable after signing this MOU, the Parties will establish a technical working group comprised of representatives from BC Parks, Nuxalk Nation and Kitasoo/Xai'xais Nation. Within one month following the signing of this MOU, the working group will develop a mutually agreed to terms of reference to support the implementation of the Pilot Program by establishing:

- a Roles and responsibilities, decision-making, and meeting procedures, and any technical teams to support the implementation of the MOU; and
- b Identifying priority actions, outcomes and deliverables, milestones, and monitoring and reporting procedures;

The Parties acknowledge that none of the above items create binding commitments and that proceeding to implement outcomes from the identified working group activities may first require approval under the respective decision-making processes of the Parties.

#### **5. Guiding Principles**

This Pilot Program will be guided by the following principles:

- a Commitment to advancing reconciliation between the Nations and British Columbia;
- b Recognition of the need to build long-term, sustainable and collaborative arrangements;
- c Where possible, incorporation and consideration for traditional knowledge, and Nation laws, policies and customs;
- d All work, outcomes and recommendations to the Nations' and Provincial decision makers will be done by Consensus;
- e Willingness to be innovative and progressive;
- f Focus efforts to achieve early successes;
- g Develop practical and meaningful outcomes;
- h Where possible, connect with and build upon existing initiatives to enhance efficiency and effectiveness; and
- i Sustain the wellbeing of the lands and waters in the territories of the Nations.

## **6. Communication**

The Parties agree to follow a communication plan that will be developed by the working group and that will ensure timely and consistent communication between the Parties.

## **7. Monitoring and Reporting**

The Pilot Program established under this MOU is a first in the Province, and it is critical that it be monitored and tracked for both its successes and challenges. Monitoring and reporting procedures will be developed by the working group.

## **8. Resourcing**

BC Parks will attempt to secure funding to implement this MOU. Any funds that come available can be used to:

- a support training, or travel and accommodation as required for Guardians to attend training;
- b develop supporting policies and procedures;
- c offset one-time costs incurred by Guardians to implement this MOU; and
- d support Nation participation in discussions and meetings related to this MOU.

Guardians' wages and all other operational costs are to be the responsibility of their respective Nations.

## **9. Dispute Resolution**

If a dispute arises:

- a relating to the interpretation or intent of this MOU, the working group will meet as soon as practicable and will attempt to resolve the dispute; or
- b relating to the work undertaken by the working group, senior representatives from BC Parks and the Nations will meet as soon as practicable and attempt to resolve the dispute.

A reference to senior representatives or the working group pursuant to clauses 9. a. and 9. b will include detailed reports from each Nation and BC Parks setting out a full description of the dispute, together with their respective concerns and proposed specific actions that could be taken to address the dispute.

If agreed to by the working group or senior representatives from BC Parks and the Nations, an independent chair will be used at the meetings referred to in clauses 9.a and 9.b, respectively, to provide independent facilitation or mediation in resolving the dispute.

## **10. Notices**

Any notices or communications required or permitted to be given pursuant to this MOU must be in writing and must be delivered to, or sent by prepaid courier or confirmed email, addressed as follows:

a To BC Parks:

Ministry of Environment and Climate Change Strategy  
1650 Airport Road  
Hagensborg B.C. V0T 1H0

b To the Nuxalk Nation:

Nuxalk Nation Administration  
539 Highway 20  
Bella Coola B.C. V0T 1C0

c To the Kitasoo Xai/Xais Nation

Kitasoo/Xai'xais Stewardship Authority  
37 B Raven Road  
Klemtu B.C. V0T 1L0

or such other address as either Party may notify the others in accordance with this section, and if so delivered will be deemed to have been given when delivered, or at the time of confirmation of electronic transmission, and if mailed will be deemed to have been given on the seventh business day after the date of mailing.

## **11. Term and Termination**

This MOU will take effect upon signing by the Parties and will remain in effect until March 15, 2023, the end of Pilot Program. Extension of this MOU is possible by agreement of all Parties.

Either BC Parks, or the Nations, may terminate this MOU by providing the other Parties 30 days advance written notice and stating the reasons for the termination. Prior to any written notice of intent to terminate participation under this MOU, the Parties will make reasonable efforts to engage in the dispute resolution mechanisms in Section 9.

A Nation who seeks to withdraw, will advise the remaining Parties of any withdrawal by providing 30 days advance written notice stating the reasons for the withdrawal. Upon receipt of such notice, the MOU is automatically amended to remove that Nation from the MOU and the remaining Parties will discuss the implications of that withdrawal, and the continued implementation of this MOU.

## **12. Amendment**

This MOU may be amended in writing from time to time, upon written agreement of all the Parties.

### **13. Interpretation**

The Parties agree:

- a This MOU does not constitute a treaty or land claim agreement within the meaning of section 25 and section 35 of the *Constitution Act, 1982*;
- b This MOU does not establish, define, limit, amend, abrogate or derogate from any asserted or established Aboriginal rights, including title, recognized and affirmed by section 35 of the *Constitution Act, 1982*; further processes are required to determine the nature, scope and geographic extent of the Nation's asserted or established Aboriginal rights and title in the Nation's ancestral territory.
- c This MOU does not change or affect the position that a Nation or the Province has, or may have, regarding its jurisdiction, responsibilities and decision-making authority of any Party nor is it to be interpreted in a manner that would affect or unlawfully interfere with that decision-making authority.
- d The Parties agree that this MOU, is not intended to be, and will not be interpreted or construed as, a legally enforceable MOU and does not affect the legal rights or obligations of any Party.

*In support of their intention to proceed with this MOU, the Parties have signed on the dates set out below.*

**On behalf of the Kitasoo/Xai'xais Nation**

\_\_\_\_\_  
authorized representative of the Kitasoo/Xai'xais Nation

[name]\_\_\_\_\_

[title]\_\_\_\_\_

[date]\_\_\_\_\_

\_\_\_\_\_  
authorized representative of the Kitasoo/Xai'xais Nation

[name]\_\_\_\_\_

[title]\_\_\_\_\_

[date]\_\_\_\_\_

**On behalf of the Nuxalk Nation**

\_\_\_\_\_  
authorized representative of the Nuxalk Nation

[name]\_\_\_\_\_

[title]\_\_\_\_\_

[date]\_\_\_\_\_

\_\_\_\_\_  
authorized representative of the Nuxalk Nation

[name]\_\_\_\_\_

[title]\_\_\_\_\_

[date]\_\_\_\_\_

**On behalf of the Province of British Columbia**

\_\_\_\_\_  
authorized representative of BC Parks and the Ministry of Environment and Climate Change  
Strategy

[name]\_\_\_\_\_

[title]\_\_\_\_\_

[date]\_\_\_\_\_

## Appendix 1. Shared Park Ranger Powers and Authorities Under this MOU

<b>Park Ranger Powers &amp; Authorities</b>	
Park Rangers are appointed by Minister by virtue of:	<ul style="list-style-type: none"> <li>• Park Act Definition of Park Ranger</li> <li>• Sec. 4(2) Park Act</li> </ul>
Park Ranger are Peace Officers by virtue of:	<ul style="list-style-type: none"> <li>• Sec. 22 Park, Conservancy &amp; Recreation Area Regulation</li> <li>• Sec. 2 Canadian Criminal Code</li> <li>• Sec. 29 Interpretation Act, RSBC</li> </ul>
Park Rangers are Enforcement Officers by virtue of:	<ul style="list-style-type: none"> <li>• Sec. 132 Offence Act, Schedule 1, Items 7A&amp;B of the Violation Ticket Administration and Fines Regulation</li> </ul>
Park Ranger are Wildlife Officers by virtue of:	<ul style="list-style-type: none"> <li>• Sec. 1(1) Wildlife Act Definitions ...A Park Ranger appointed under the Park Act.</li> </ul>
<b>Park Act</b> <b>Park, Conservancy &amp; Recreation Area Regulation</b> <b>Division 9 – Park Rangers Responsibilities</b> <b>Section 56</b>	
(a) regulations under the Ecological Reserve Act;	
(b) sections 12 and 13 or the Environmental Management Act;	
(c) section 9 of the Firearm Act;	
(d) Liquor Control and Licensing Act;	
(d.1) Cannabis Control and Licensing Act;	
(e) Motor Vehicle Act and regulations under that Act;	
(f) Off-Road Vehicle Act and regulations under that Act;	
(g) sections 2, 4, 5 and 6 of the Trespass Act.	
<b>Canada Shipping Act, 2001</b>	
Part 10 of the Act (Pleasure Craft)	
Vessel Operation Restriction Regulations	



## Appendix 2: BC Parks' Indigenous Guardian Pilot: An Overview

The framework being developed for the Indigenous Guardian Pilot project (the Pilot) is an innovative approach to shared compliance and enforcement; a jurisdictional review has indicated that empowering individuals not employed by government with legislative compliance and enforcement (C&E) powers in the natural resource sector has not been utilized before, even outside of Canada.

The decision to not create an employer-employee relationship in the Pilot was made in response to repeated calls from Indigenous communities across the province for greater autonomy over their traditional territories. BC Parks staff worked extensively with both MAG and PSA Labor Relations Branch to ensure that the framework developed would not create, or lead to the perception, that the Guardians are contractors for the provincial government.

The Indigenous Guardians appointed with Park Ranger powers and authorities under the *Park Act* will conduct C&E activities only within the parks and protected areas in their traditional territories. By focusing only on instilling C&E authorities within protected area boundaries, BC Parks will be able to advance this initiative relatively quickly as it does not require inter-ministry co-ordination, resources or approvals. Nor does it require any legislative changes. Additionally, this acknowledges BC Parks is just one of many potential partners for Indigenous Guardians on the land base, and leaves space for other NRS partners to support Guardian programs on initiatives that fit within their own legislative and policy scheme when they have the capacity to do so.

Safeguards are being designed to ensure that provincial obligations are still met with regards to public safety, adherence to C&E protocols, protection of personal information, and personal conduct of the individual Guardians. Steps include:

1. Indigenous Guardians appointed with Park Ranger powers and authorities will be required to meet the same standards of education, training and enhanced security screening as that established for Park Rangers employed by BC Parks. This includes:
  - a. completion of Parks BCIT Law and its Administration;
  - b. attendance at annual Park Ranger Training; and,
  - c. successful completion of the Enhanced Security Screening check.
    - i. BC Parks staff will initiate a security screening process through the Personnel Security Screening Office, similar to the Public Service Security Screening policy for Park Rangers. The security reports will be provided directly to the Executive Director of Regional Operations for review, where they will then forward the response to the Stewardship Director of each Nation.
    - ii. The names of the individuals who meet the security standards, and all other necessary requirements, will be provided to the Regional Director of the Thompson-Cariboo Region to issue appointment letters and identification cards to the successful individual Guardians.
    - iii. Individual Guardians will receive an appointment letter that transfers the Park Ranger Authorities and binds the individual to their Nation's employment standards of conduct, compliance and enforcement policies and procedures, and collaboratively developed uniform policy.
2. A legally binding agreement is currently being drafted with the assistance of MAG and the Risk Management Branch to outline the requirements necessary for the delegation of legislative authorities to occur. The technical working group established through the MOU will be responsible to review and approve all required policy and procedural documents required under the formal agreement, which will include both:
  - a) agreed upon processes for:

- establishing educational and training standards;
- liability and indemnity requirements for the province, Nations, and individual Guardians;
- dispute resolution;
- the mechanism for the transfer of authorities;
- a rescission of the Park Ranger appointment; and
- b) an obligation on the partner Nations to develop or adopt:
  - employment standards of conduct;
  - compliance and enforcement policy and procedures; and
  - a uniform policy.

The agreement must be adhered to throughout the duration of the Pilot and will be finalized prior to any delegation of authorities taking place.

3. Internal BC Parks Policies and Procedures are being developed to support staff in the implementation of the Pilot as well as any future shared compliance and enforcement programs that BC Parks and Nations may enter into once the Pilot has been completed.

s.16; s.17

The Pilot will create additional pressures on BC Parks and other government agencies to implement similar programs across the province as other developing Indigenous Guardian programs seek opportunities to advance their capabilities. Replication of the Pilot, even on a small scale, will require a dedicated, sustainable funding source and additional staffing resources.

BC Parks is not able to provide similar opportunities to other Guardian programs until the Pilot has been completed and we have been able to analyze the result to:

- a) Understand how mentorship and training can be replicated across the province with other Indigenous Guardian groups; and
- b) Identify potential barriers to broader implementation across the province in other protected areas and/or with other Indigenous Guardian groups.

Internal and external communications are under development for communicating about the Pilot itself and what it means for other Nations.

## Appendix 3: Indigenous Partners in the Pilot: Kitasoo Xai'xais and Nuxalk Nation

The Nuxalk and Kitasoo/Xai'xais Nations have been selected as partners in the Pilot based on each of them having:

- i. a strong working relationship with BC Parks;
- ii. a well-established Guardian program with a focus on compliance and enforcement activities;
- iii. a signed Collaborative Management Agreement with BC Parks; and
- iv. a sustainable funding model for their existing Guardian programs.

### 1) Kitasoo Xai'xais

The Kitasoo Xai'xais (KXX) work closely with BC Parks, both Northern Region and Thompson-Cariboo Region, under an existing Collaborative Management Agreement. The KXX have two Indigenous Guardian programs: one conducts monitoring initiatives across the larger traditional territory with the other focusing directly on implementing the Laiq (Mussel River) Special Management Area operational plan, which is collaboratively developed between KXX and BC Parks.

The Mussel Guardian program has been in operation since 2012 and employs two people for three to four months per year, with an annual average operating cost of \$45,000, which is solely funded by the KXX Nation. Mussel Guardians are based out of the Guardian cabin in Mussel Inlet, within the Fiordland Conservancy, and engage with all visitors and commercial operators who enter the protected area during the peak bear viewing season – mid August to mid October. The goal of the Mussel Guardians is to provide education and compliance monitoring with current operational direction.

### 2) Nuxalk Nation:

The Nuxalk Nation have a signed Collaborative Management Agreement, have worked closely with BC Parks for over 10 years, are members of the Coastal Guardian/Watchmen Network, and have demonstrated a sustainable and professional Indigenous led Guardian program since 2008. They have resources and training standards and safety policies and procedures in place that would be comparable/complimentary to that of BC Parks, and reside in the same community of BC Parks field office.

### Collaboration with BCP:

The Central Coast and Bella Coola Areas BC Parks staff have a longstanding relationship with the both the Nuxalk and KXX Guardian programs and have provided consistent training and mentoring around compliance monitoring, safe vessel operations, and officer safety since 2008. BC Parks staff have and are collaborating with Nuxalk and KXX Guardian programs on facility development and maintenance programs, visitor safety programs within Tweedsmuir Park and Fiordland Conservancy, and various conservancy area monitoring programs. The Guardians are a critical component for implementing operational strategies around wildlife viewing and monitoring remote protected areas.