

**EMERGENCY MANAGEMENT SERVICES
MEMORANDUM OF UNDERSTANDING (the “MOU”)**

This MOU is dated for reference the ____ day of ____, 2019

Between

**UNION OF BRITISH COLUMBIA INDIAN CHIEFS (UBCIC)
BRITISH COLUMBIA ASSEMBLY OF FIRST NATIONS (BCAFN)
FIRST NATIONS SUMMIT (FNS)**

Collectively referred to as the “FIRST NATIONS LEADERSHIP COUNCIL” (FNLC)

And

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (“CANADA”)

As represented by
THE MINISTER OF INDIGENOUS SERVICES (ISC)

And

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA (“THE PROVINCE”)**

As represented by
MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL (PSSG) and
MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS
AND RURAL DEVELOPMENT (FLNRORD)

Collectively referred to as “the Parties”

WHEREAS

- A.** The First Nations Leadership Council (FNLC) is a collaborative, working relationship among the political executives of the First Nations Summit, the Union of BC Indian Chiefs and the BC Assembly of First Nations. The FNLC mandate includes working together to improve the socio-economic conditions of First Nations in British Columbia, and to advance recognition and reconciliation of pre-existing Aboriginal Title and Rights, and Treaty Rights, with the assertion of Crown sovereignty. The FNLC is not an Aboriginal Title and Rights or Treaty Rights holder and cannot engage in processes to establish and provide free, prior and informed consent on behalf of individual First Nations.
- B.** On Nov 13, 2009, the FNLC and the First Nations Emergency Services Society of BC (FNESS) entered into a Declaration and Protocol Agreement of recognition, support, cooperation and coordination. In support of the FNLC mandate, FNESS works collaboratively to improve conditions for First Nations. FNESS is incorporated under the BC Societies Act and is governed by First Nations Directors. FNESS has a mandate to support First Nations in developing and sustaining safer and healthier communities through delivery of programs and services focused upon Emergency Management, Forest Fuel Management, and (structural) Fire Services.
- C.** Indigenous Services Canada (ISC) works collaboratively to support high-quality services and improve quality of life for Indigenous peoples, with emphasis on five priority areas: health; education; children and families; infrastructure; and economic prosperity. ISC's Emergency Management Assistance Program (EMAP) is the federal authority that provides funding and reimbursement of eligible expenditures related to all-hazards emergencies (i.e., floods, wildfires, earthquakes, tsunamis, etc.) that threaten the health, safety or assets of First Nations on-reserve. The department also works to facilitate the path to self-determination in all sectors.
- D.** Emergency Management British Columbia (EMBC) is the lead coordinating agency on behalf of the provincial government for all emergency management activities in British Columbia. EMBC provides executive coordination, strategic planning, multi-agency facilitation and strives to develop effective working relationships in an increasingly complex emergency management environment. EMBC works with local authorities, First Nations, local and federal governments, industry, non-government organizations and volunteers to support the emergency management phases of mitigation, preparedness, response and recovery. EMBC also engages provincial, national and international partners to enhance the collective emergency capabilities of the Province.

- E.** The British Columbia Wildfire Service (BCWS) is mandated to provide leadership and expertise in wildfire prevention, mitigation and response services for the provincial government. The overall vision of the BCWS is a sustainable, healthier and more resilient British Columbia. To meet this mandate, the BCWS will provide for the safety of its workers and the public; deliver effective, innovative and cost-efficient wildfire management services; provide emergency response support and services, and work to establish and maintain strong and collaborative relationships with our partners and clients.
- F.** The *2015-2030 Sendai Framework for Disaster Risk Reduction* states that natural disasters are exacerbated by climate change and are increasing in frequency and intensity. The Sendai Framework also outlines a set of practical recommendations to build a culture of safety and resilience at all levels of government and across society. It calls for a people-centred, preventive approach to disaster risk through multi-hazard and multi-sectoral practices that are inclusive and accessible. Through programming and education, the Sendai Framework supports empowerment through non-discriminatory participation, paying special attention to historically marginalized peoples who are often disproportionately affected by disasters.
- G.** The “Outcome document of the high-level plenary meeting of the General Assembly known as the World Conference on Indigenous Peoples” was reached in September 2014. Paragraph 36 of the Outcome Document provides that, “We confirm that indigenous peoples’ knowledge and strategies to sustain their environment should be respected and taken into account when we develop national and international approaches to climate change mitigation and adaptation.” Further, the December 2015 Paris Agreement acknowledges that climate change is a common concern of humankind and states that “the Parties should, when taking action to address climate change, respect, promote and consider their respective obligations on human rights, the right to health, the rights of indigenous peoples, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development [...]”.
- H.** As part of a commitment to true, lasting reconciliation with First Nations in British Columbia the parties will work collaboratively to identify and support ways to implement the United Nations Declaration on the Rights of Indigenous Peoples (The UN Declaration) as it relates to emergency management, including:
- Article 18: Indigenous peoples have the right to participate in decision-making in matters which would affect their rights, through representatives chosen by themselves in accordance with their own procedures, as well as to maintain and develop their own indigenous decision making institutions;

Article 19: States shall consult and cooperate in good faith with the indigenous peoples concerned through their own representative institutions in order to obtain their free, prior and informed consent before adopting and implementing legislative or administrative measures that may affect them.

- I. On July 14, 2017 the Government of Canada released ten Principles aimed at a renewed “nation-to-nation, government-to-government” relationship with Indigenous Peoples based on recognition of rights, respect, co-operation and partnership as the foundation for transformative change. Further, Prime Minister Justin Trudeau gave a speech in the House of Commons on February 14, 2018, setting out the foundation for a new fundamental and transformative change in the relationship with Indigenous peoples grounded in the recognition and implementation of inherent Aboriginal Title and Rights.
- J. On May 22, 2018 the Province released its *Draft Principles that Guide the Province of British Columbia’s Relationship with Indigenous Peoples* directed at renewing the Crown-Indigenous relationship and ending the denial of Indigenous rights. The accompanying BC Government press release identified that the draft provincial principles have been shared with all 27,000 provincial public service employees to guide their conduct and work going forward.
- K. The Parties recognize that the honour of the Crown guides the conduct of the Crown in all of its dealings with Indigenous peoples.
- L. The Parties recognize that delivery of their respective mandates regarding emergency management, and the implementation of policies regarding emergency management structures, involve collaboration with First Nations and other partners at all levels. Further, the Parties also recognize that in seeking to implement mandates, statutes, policies and operational approaches there must be flexibility and respect for First Nations knowledge, laws, values and approaches, and a demonstrable pathway to the inclusion of First Nations within emergency management.
- M. The Parties seek to establish a formal relationship to engage in regular dialogue on emergency management issues of mutual interest and concern, and to work constructively together.

THEREFORE, the Parties have reached the following understanding:

1.0 Purpose

1.1 The purpose of this MOU is to establish a process whereby the parties can work collectively to advance meaningful recognition and enhanced capacity of First Nations within all pillars of emergency management (i.e., preparedness, mitigation, response and recovery).

2.0 Goals and Objectives

2.1 The parties to this MOU share the common goals of supporting a relationship based on recognition of:

- First Nations' existence in British Columbia and the continued existence of inherent Aboriginal Title and Rights in British Columbia, as recognized and affirmed by s. 35(1) of the *Constitution Act, 1982*;
- First Nations' historic use, occupation, ownership and governance of lands which now constitute British Columbia;
- the inherent nature of Aboriginal Title and Rights, which are tied to First Nations' homelands, territories, waters, resources, and Indigenous laws, and that Aboriginal Title includes an inescapable economic component and encompasses the right to choose to what uses Aboriginal Title land can be put.
- Canada's evolving system of cooperative federalism and distinct orders of government, consistent with section 35 of the *Constitution Act, 1982*, the UN Declaration and with reference to the TRC Calls to Action and other pivotal sources of guidance, and which includes the recognition and implementation of Aboriginal, treaty and Indigenous human rights and the recognition of the inherent jurisdiction and legal orders of Indigenous nations.
- the inherent right of self-determination held by First Nations peoples, and that by virtue of that right, First Nations peoples freely determine their own political status and freedom to pursue their own economic, social, and cultural development, in accordance with Article 3 of the UN Declaration;
- the inherent right of self-government held by First Nations peoples in matters relating to their internal and local affairs, in accordance with Indigenous laws and section 35 of the *Constitution Act, 1982*, as well as ways and means for financing their autonomous functions, in accordance with Article 4 of the UN Declaration;
- strong First Nation Governments and self-determination through: the exercise of their Aboriginal Title, including its inescapable economic component; exercising

their jurisdiction through their own governance and decision-making structures; and, negotiations, legislative and policy change recognizing and supporting the exercise of their Aboriginal Title and Rights and, therefore, reconciliation.

- that meaningful engagement with Indigenous peoples aims to secure their free, prior and informed consent before Crown actions occur that may impact their rights, including their lands, territories and resources, and recognizes the right of First Nations people to participate in decision-making in matters which affect their rights, through their own representative institutions;
- that Canada and the Province have a legal duty to consult with Indigenous peoples prior to making decisions or taking actions which may adversely impact the rights of Indigenous peoples, including their lands, territories and resources;
- that First Nations' spiritual, social and cultural practices are associated with the land, environment and natural resources and share the vision of healthy, resilient communities for current and future generations; and
- that First Nations have been observing and collecting information about their local hazard profiles for generations.

2.2 The Parties share the common goal of incorporating First Nations' traditional, evolving and invaluable knowledge into the practice, policy development and decision-making around emergency management.

2.3 The Parties share the common goal of improving the overall emergency management capability for the benefit of all British Columbians, including First Nation individuals, families and communities.

2.4 The Parties share the common goal of supporting First Nation communities to respond, adapt to, and mitigate the effects of climate change in order to reduce the impact of emergency events.

3.0 Activities and Responsibilities

3.1 The Parties intend to accomplish the above goals by supporting the co-ordination and continuous dialogue amongst governments, First Nations and other relevant bodies.

3.2 This MOU presents an opportunity to formally recognize and strengthen the existing mechanisms of dialogue. The Parties intend to, and where possible will:

- exchange experiences, strategic advice and best practices for relationship building with First Nations;

- discuss emerging concerns, considerations, policy and process issues and coordinate joint responses, where appropriate; and
- recognize and support other existing mechanisms for co-operation, including the FNESS.

Political-level Engagement

- 3.3 The Parties acknowledge that discussions may occur at the political level during the term of this MOU, as may be requested.
- 3.4 For greater clarity, the Parties intend that the participants in political-level meetings described in 3.3 will be the First Nations Leadership Council, the Minister of Indigenous Services Canada, the Minister of Forests, Lands and Natural Resource Operations and Rural Development, and the Minister of Public Safety and Solicitor General.

Senior Official-level Engagement

- 3.5 The Parties acknowledge that senior-level meetings between the Assistant Deputy Minister of EMBC, the Associate Deputy Minister of BCWS, the Assistant Deputy Minister of Ministry of Indigenous Relations and Reconciliation (MIRR), the ISC Regional Director General, FNLC representatives and the Executive Director of FNESS may be appropriate during the term of this MOU. The Parties intend to meet at least twice annually; however, frequency may be revised upon first review of the MOU. The meetings are scheduled to:
- identify priority issues to inform an annual work-plan that will be developed within 60 days of the conclusion of this MOU;
 - determine and direct action items to be jointly undertaken in an effort to advance the annual work-plan; and
 - discuss any other issues related to the implementation of this MOU.

Technical-level Engagement

- 3.6 The Parties, when appropriate, will establish working group(s), comprised of representatives of each of the Parties and, as appropriate, First Nations, service organizations and other provincial and/or federal departments and partners, such as Environment and Climate Change Canada, to discuss emerging concerns, considerations, policy and process issues and to undertake and complete items as agreed and to make recommendations to the Parties.

- 3.7 The working group(s) will meet as directed by the Parties, or as needed, to carry out work as directed and report back to political-level representatives as required on progress of work.
- 3.8 EMBC, BCWS, MIRR, ISC and the FNESS intend to work collaboratively to:
- identify FNESS's capacity and determine their appropriate on-going emergency management role in supporting on-reserve First Nations communities in British Columbia;
 - support FNESS in working with First Nations communities to assess First Nations' technical and resource capacity, training needs;
 - identify relevant tools to better assist First Nation service providers and communities in building capacity (i.e. guidelines, templates, etc.); and
 - identify issues and recommendations to share for consideration of the working group(s) and the political representatives as appropriate.

Province-wide Forum

- 3.9 In furtherance of this MOU and with the commitment to information sharing and capacity development, the Parties intend to work together to deliver a province-wide technical and educational forum focused on validating the annual work plan and understanding:
- First Nations values, Indigenous laws and approaches to emergency management response;
 - provincial and federal emergency management and response;
 - disaster reduction;
 - the role of local officials, including the RCMP; and
 - other related issues.

Funding

- 3.10 The Parties recognize that First Nations require resources, infrastructure and enhanced capacity in order to advance the practice of emergency management in a manner that supports and reinforces their own governance, institutions and decision-making authority.
- 3.11 ISC and the Province commit to working collaboratively to identify resources for First Nations, their institutions and their representative organizations to be full partners in emergency management in accordance with 3.10.

- 3.12 The Parties also recognize that resources are needed for the FNLC and FNESS to fully participate in the work of this MOU consistent with the mandates provided by First Nations in British Columbia, and will prepare a mutually agreeable budget proposal based on the annual work plan
- 3.13 The Parties recognize that any federal or provincial funding that may be identified in accordance with this section is subject to necessary approvals and the appropriation of funds by the Parliament of Canada or the Legislature of British Columbia.

4.0 General Provisions

- 4.1 The Parties agree that this MOU:
- does not and is not intended to displace, any legal duty that the Crown may have to directly engage with First Nations;
 - does not and is not intended to create, amend, define, establish or extinguish any Aboriginal or Treaty Rights;
 - does not interfere with any decision making authority or jurisdiction over emergency management and response of any Party;
 - does not limit or affect any Party's mandate; and
 - does not and is not intended to be legally binding or to create legally enforceable rights or obligations between the Parties.

5.0 Term and Review

- 5.1 This MOU shall take effect from the date that it is signed by the Parties and continue until it is terminated in writing by any Party with 60 days written notice, or by mutual agreement of all the Parties.
- 5.2 This MOU, the Annual Workplan and the activities associated with this MOU will be reviewed annually by the Parties to determine whether the purpose of the MOU is being advanced.
- 5.3 The first review of the MOU will take place by the Parties meeting within 60 days of the first anniversary of the signing.
- 5.4 The Parties may agree in writing to amend this MOU.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED
THIS MEMORANDUM OF UNDERSTANDING THIS ____ DAY OF ____, 2019,
IN THE PROVINCE OF BRITISH COLUMBIA

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

ELECTRONIC COPY

Hon. Seamus O'Regan

ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,
as represented by the Minister of Public Safety and Solicitor General

ELECTRONIC COPY

Hon. Mike Farnworth

and

as represented by the Minister of Forests, Lands,
Natural Resource Operations and Rural Development

ELECTRONIC COPY

Hon. Doug Donaldson

SIGNED ON BEHALF OF THE BC ASSEMBLY OF FIRST NATIONS,
as represented by the Regional Chief

ELECTRONIC COPY

Regional Chief Terry Teegee

SIGNED ON BEHALF OF THE FIRST NATIONS SUMMIT,
as represented by the Task Group Members

ELECTRONIC COPY

Cheryl Casimer

ELECTRONIC COPY

Grand Chief Edward John

ELECTRONIC COPY

Robert Phillips

ON BEHALF OF THE UNION OF BC INDIAN CHIEFS,
as represented by the Executive

ELECTRONIC COPY

Grand Chief Stewart Phillip

ELECTRONIC COPY

Kukpi7 Judy Wilson