

**AGREEMENT
FOR THE CONSERVATION AND RECOVERY OF THE WOODLAND
CARIBOU IN ALBERTA**

This Agreement for the conservation and recovery of the southern mountain and boreal caribou (“Agreement”) is made in duplicate as of ____ **(Date)** ____, pursuant to Section 11 of the SPECIES AT RISK ACT (CANADA) and Sections 10 and 11 of the GOVERNMENT ORGANIZATION ACT (ALBERTA).

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,

as represented by the Minister of the Environment
who is responsible for the Department of the Environment (“Canada” or
“Environment and Climate Change Canada” “ECCC”)

And

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
ALBERTA,**

as represented by the Minister of Environment and Parks (“Alberta” “AB”)

(hereinafter the “Parties”)

PREAMBLE

WHEREAS the Woodland Caribou (*Rangifer tarandus caribou*; southern mountain caribou and boreal caribou) have been listed as threatened under the *Species at Risk Act* (Canada) and as threatened under the *Wildlife Act* (Alberta) RSA 2000, c W-10;

AND WHEREAS Alberta and Canada recognize their respective and shared accountability to conserve and recover all Woodland Caribou populations in Alberta;

AND WHEREAS Alberta and Canada wish to cooperate in the identification of conservation and recovery measures and recognize their shared responsibility of delivering conservation and recovery measures to support protection and recovery of Woodland Caribou;

AND WHEREAS Alberta has primary legislative responsibility for, among other things, wildlife management, including species at risk, and decisions respecting natural resources and provincial Crown and private lands, in the province of Alberta and has the responsibility to lead on conservation and recovery measures for Woodland Caribou in the province;

AND WHEREAS Canada has limited legislative responsibility for wildlife species located on federal lands, and wildlife species listed on Schedule 1 of the *Species at Risk Act*, which includes provisions to address recovery, as well as the protection of listed wildlife species including the individuals, their residences and critical habitat on non-federal land in certain circumstances;

AND WHEREAS conservation measures for the Jasper/Banff local population unit and the portion of the A La Peche local population unit that occurs within Jasper National Park are described in the multi-species action plans for Banff and Jasper national parks, and critical habitat located within Banff, Jasper and Wood Buffalo national parks is protected under subsection 58(1) of the *Species at Risk Act*;

AND WHEREAS this Agreement does not pertain to federal lands;

AND WHEREAS the Parties recognize a role for Indigenous peoples in the conservation of wildlife in Alberta including the conservation and recovery of Woodland Caribou;

AND WHEREAS the Parties recognize that Indigenous peoples' perspectives will be relevant to inform implementation of this Agreement including with respect to their constitutionally protected Aboriginal and treaty rights;

AND WHEREAS section 11 of the *Species at Risk Act* provides the competent ministers with the authority to enter into conservation agreements with any other government in Canada, organization or person to benefit a species at risk or enhance its survival in the wild, such agreements must provide for the taking of conservation measures and any other measures consistent with the purposes of the *Species at Risk Act*;

AND WHEREAS sections 10 and 11 of the *Government Organization Act*, RSA 2000, c G-10 provides that Alberta may enter into an intergovernmental agreement.

AND WHEREAS the Parties recognize that Woodland Caribou conservation and recovery will require long-term resourcing and commitment on behalf of both Parties to be successful;

AND WHEREAS the Parties are both signatories to the *Accord for the Protection of Species at Risk* (1996);

NOW THEREFORE, the Parties commit to the following:

1 DEFINITIONS

“Indigenous peoples” includes “Aboriginal peoples of Canada” within the meaning of section 35 of the *Constitution Act*, 1982.

“Range plans” refers to plans that outline how range-specific land and/or resource activities will be managed over space and time to ensure that critical caribou habitat is maintained in adequate quantities to ensure sustainability of Woodland Caribou herds in Alberta.

“Recovery Strategies” means the federal Amended Recovery Strategy for the Woodland Caribou (*Rangifer tarandus caribou*), Boreal Population, in

Canada (2019) and the federal Recovery Strategy for the Woodland Caribou (*Rangifer tarandus caribou*) Southern Mountain Population in Canada (2014).

“Woodland Caribou” means the southern mountain and boreal populations of Woodland Caribou (*Rangifer tarandus caribou*) in Alberta.

“Undisturbed Habitat” refers to the definition as stated in the 2012 Federal Recovery strategy until such a time that local range habitat condition can be assessed and redefined based off locally collected and compiled data.

2 GOAL AND PURPOSE

The overarching goal of this Agreement is to articulate the actions the Parties will take over the next five years to support the management and recovery of local Woodland Caribou populations to self-sustaining status in the long term, in line with the population and distribution objectives and critical habitat outcomes outlined in the federal Recovery Strategies and aligned with A Woodland Caribou Policy for Alberta.

The purpose of this Agreement is to set out effective conservation and recovery measures that will be taken by the Parties to support conservation and recovery of Woodland Caribou local populations in Alberta and at the same time ensure the sustainability of affected communities and natural resource sectors. These measures include: landscape and operational planning; habitat management; mortality and population management; and population and habitat monitoring.

3 PRINCIPLES

3.1 The following principles will guide interpretation and implementation of this Agreement.

3.2 Collaboration

3.2.1 The Parties will work together to develop a common understanding of measures needed to achieve Woodland Caribou conservation and recovery and will cooperate in the delivery of these conservation and recovery measures in a manner that minimizes

duplication, is efficient, and respects jurisdictional roles and responsibilities.

3.2.2. Provide for collaboration and partnership with organizations and persons (e.g. industry, recreational, municipal, and Indigenous stakeholders) that have a vested interest (Indigenous, economic, legal) in the outcome of Woodland Caribou recovery;

3.2.3 The Parties intend to collaborate with the Parks Canada Agency and the Department of National Defence, and other federal land managers as required, on planning and implementation of conservation and recovery measures for local Woodland Caribou populations that are located wholly or in part on federal lands in Alberta. This could include the development of additional agreements under section 11 of the *Species at Risk Act*, for Woodland Caribou conservation and recovery.

3.2.4 The Parties intend to collaborate with the other provincial and territorial governments as required, on planning and implementation of conservation and recovery measures for local Woodland Caribou populations that are located in part on other provincial and territorial lands. This could include the development of additional agreements under section 11 of the *Species at Risk Act*, for Woodland Caribou conservation and recovery.

3.3 Results focus

3.3.1 The Parties will implement effective conservation and recovery measures to achieve positive trends in all Woodland Caribou local populations and to maintain naturally self-sustaining local populations, while at the same time recognizing, in the short and medium timeframes, the need for both habitat and non-habitat management strategies and practices to stabilize current populations as well as the maintenance of long term forest health and biodiversity.

3.3.2 The Parties acknowledge that the scale and magnitude of caribou recovery across Alberta's landscapes will affect the viability of dozens of Alberta rural communities. Socio-economic considerations will be formally assessed and integrated, at the local level, into the recovery strategies and that the viability of these communities will be maintained as an outcome of the caribou recovery process.

3.3.3 The Parties acknowledge that the recovery effort and resourcing will vary by range/herd based on a number of factors and that each range/herd will be managed uniquely with the goal of self-sustaining status.

3.3.4 The Parties recognize that the Boreal Forest of Alberta is a vast living complex ecosystem in which Woodland Caribou are but one of the many biota to be sustained. The Parties further acknowledge managing a landscape of this size and complexity requires more than a single species focus. The Parties agree that a broader more sophisticated framework should be used to guide future forest conditions that not only support self-sustaining Woodland Caribou herds but all native biota.

3.3.5 The Parties acknowledge caribou habitat changes over time and space, quality and quantity and that these concepts will inform unique range specific outcomes.

3.3.6 The Parties acknowledge the Boreal forest of Alberta has been and will continue to be a healthy, working forest that sustains Woodland Caribou and allows Alberta's natural resource sectors to operate.

3.4 Use of best available information

3.4.1 The Parties will make use of the best available knowledge, including traditional land use knowledge, and scientific information.

3.5 Adaptive management

3.5.1 The Parties recognize that efficacy of the federal recovery strategy and associated assumptions are untested and unproven and will require a nimble and robust empirically based monitoring program that evaluates actions and adjusts strategies as necessary for success.

3.6 Transparency

3.6.1 Subject to Section 10 of this Agreement, the Parties will make information related to progress on implementation of conservation and recovery measures covered by this Agreement publicly available.

4 INTERPRETATION

4.1 The preamble hereof and any Appendices hereto form an integral part of this Agreement.

4.2 This Agreement does not create any new legal powers or duties on the part of the Parties nor does it alter the powers and duties established by the *Species at Risk Act*, the *Wildlife Act* or any other federal legislation or legislation in Alberta.

4.3 Neither Party relinquishes or acquires any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.

4.4 Where access to property under the administration and control of third parties is necessary to carry out conservation measures, the Parties recognize the need for access to be obtained through agreements with, or approvals from the owners, occupiers or custodians of those properties. However, the Parties acknowledge that despite their efforts to obtain access from third parties for the purposes of carrying out conservation measures, obtaining access from third parties may not be possible and delivery of conservation measures may be delayed or prevented.

4.5 For greater certainty, nothing in this Agreement should be interpreted as limiting the right of any person to engage in activities referred to in section 83 of the *Species at Risk Act*, subject to any applicable conditions prescribed in that section.

5 COLLABORATE AND COOPERATE ON RECOVERY STRATEGIES, ACTION PLANS, AND RANGE PLANS

5.1 The Parties will cooperate in the development, amendment and implementation of recovery strategies, action plans, management plans, range plans and similar documents related to the recovery of Woodland Caribou. This cooperation will include:

5.1.1 Keeping the other Party informed of the timing of the preparation of recovery strategies, action plans, range plans, and other recovery, planning and implementation documents related to the recovery of Woodland Caribou;

5.1.2 Seeking to cooperate on timing of document preparation to coordinate processes and seek efficiencies;

5.1.3 Sharing information for the preparation of plans; and

5.1.4 When planning and implementing conservation measures for Woodland Caribou, continue to look for associated benefits and to evaluate and minimize any potential adverse impacts to other species and to take those into consideration.

6 INDIGENOUS PEOPLES ENGAGEMENT

6.1 The Parties commit to engage with Indigenous peoples for the conservation and recovery of Woodland Caribou; each Party in accordance with its established policies and practices.

6.2 With respect to this Agreement, the Parties will:

6.2.1 Engage Indigenous peoples to share information on progress and future measures related to implementation; and

6.2.2 Consider opportunities for collaboration with Indigenous peoples on implementation of conservation and recovery measures.

6.3 The Parties commit to consider relevant knowledge that Indigenous peoples share with the Parties, in Woodland Caribou assessment, protection, conservation and recovery efforts.

7 STAKEHOLDER ENGAGEMENT

7.1 The Parties commit to engaging with key stakeholders for the conservation and recovery of Woodland Caribou.

7.2 With respect to this Agreement, the Parties will:

7.2.1 Engage key and affected stakeholders to develop and share information on progress and future measures related to implementation; and

7.2.2 Consider opportunities for collaboration with key stakeholders on implementation of conservation and recovery measures.

8 CONSERVATION AND RECOVERY MEASURES FOR WOODLAND CARIBOU

8.1 The Parties acknowledge that:

8.1.1 Using all practical, feasible and effective management options to stabilize Alberta's Woodland Caribou herds is the immediate priority;

8.1.2 Recovery will require a landscape-level approach over many years, and adaptive management will be required to ensure that conservation measures undertaken through this agreement are monitored and effective and, as necessary, improved and adapted to incorporate new information or changed circumstances;

8.1.3 Determining the appropriate mix of conservation measures is a multifaceted and complex undertaking that requires individual and collective analysis of biological, jurisdictional, social, economic, natural resource related tenures, and the rights and interests of First Nations and Métis communities;

8.1.4 Some significant factors that directly influence Woodland Caribou recovery are outside the control of the Parties, including the effects of climate change, fire, forest insect and disease events or other naturally occurring events;

8.1.5 Achieving the goal and purpose of this agreement will require measures that integrate Woodland Caribou conservation and recovery requirements into Sustainable Forest Management and resource management decisions;

8.1.6 Caribou management and recovery will require measures, both immediately and over the long term, to protect, conserve and restore habitat, and increase Woodland Caribou recruitment and survival; and

8.1.7 Some improvements in protection of Woodland Caribou and their critical habitat can be addressed through changes in current decision-making processes, while others may require legislative or regulatory change.

8.2 The Parties commit to achieve naturally self-sustaining local Woodland Caribou populations in Alberta, consistent with the population and distribution objectives set out in the Recovery Strategies. The Parties acknowledge the following targets will guide the application and evaluation of conservation and recovery measures over the short, medium, and long term;

8.2.1 Short term (five years): the target is to deliver management actions to maintain or achieve stable or positive growth for Little Smoky, A La Peche, Redrock/Prairie Creek, Cold Lake, East Side of the Athabasca River, Narraway, Yates, and Richardson Woodland Caribou local populations.

8.2.2 Medium term (10 years or sooner): the target is to deliver management actions to achieve stable or positive local population growth for the remainder of the Woodland Caribou local populations.

8.2.3 Long term (50 years or more): the target is to achieve naturally self-sustaining status for all Woodland Caribou local populations in Alberta.

8.3 The Parties agree to a long-term goal to achieve and maintain levels of undisturbed habitat that reflect critical habitat identification for each caribou range in Alberta, consistent with the objectives for Woodland Caribou set out in the Recovery Strategy. The Parties acknowledge the following targets will guide the application and evaluation of conservation and recovery measures over the immediate, short, medium and long term.

8.3.1 Immediate term (four years or sooner) the target is to:

8.3.1.1 Finalize and implement strategic resource development plans for current and future activities for all Woodland Caribou ranges consistent with Woodland Caribou critical habitat outcomes;

8.3.1.2 Initiate Woodland Caribou critical habitat restoration in the Little Smoky, A La Peche, Bitscho, Yates, Chingchaga, Cold Lake, Narraway and Redrock/Prairie Creek Woodland Caribou local population ranges; and

8.3.1.3 Complete and implement range planning for all Woodland Caribou local populations, including Redrock/Prairie Creek, Narraway, Cold Lake, and Bistcho in 2020-21; Chinchaga, East Side of the Athabasca, Little Smoky, A La Peche, Nipisi, and Slave in

2021-22; and Yates, Caribou Mountains, Red Earth, Richardson, West Side of the Athabasca in 2022-23.

8.3.2 Short to medium term (5 to 20 years) the target is to deliver management actions that demonstrate progress to increasing critical habitat in all of Alberta's Woodland Caribou local population ranges.

8.3.3 Long term (50 years or more) the target is to conserve and develop adequate critical habitat, including undisturbed habitat and biophysical attributes, to enable the full recovery of naturally self-sustaining status for all Woodland Caribou local populations in Alberta.

8.4 To achieve the above commitments the Parties will implement the conservation and recovery measures described in the Tables listed below (see Appendix B):

8.4.1 Table A – Landscape planning;

8.4.2 Table B – Habitat conservation and management;

8.4.3 Table C – Mortality and population management;

8.4.4 Table D – Population and habitat monitoring.

9 GOVERNANCE

9.1 The Representatives of the Parties (as referred to in section 16.1 of this Agreement) will establish a committee composed of delegates referred to in Sections 16.2 and 16.3. This committee will:

9.2 Provide overall direction with respect to the implementation of this Agreement;

9.3 Ensure strategic alignment between delivery of provisions outlined in this Agreement and the Recovery Strategies; and

9.4 Ensure that communication, cooperation and collaboration between the Parties are clear, timely and effective.

10 INFORMATION SHARING AND RESEARCH

10.1 The Parties agree, subject to applicable data sharing agreements, or legislative provisions that would prevent them from doing so, to provide the other Party access at no charge to available data and information relevant to the implementation of this Agreement. This includes:

10.1.1 Information on the status, conservation, and recovery of Woodland Caribou local populations and their habitats.

10.1.2 Communication, at least annually of changes in local population size or trend or habitat condition.

10.1.3 Immediate communication on the implications of stochastic events as they occur.

10.2 Some data and information may require confidentiality, or may have been obtained with an understanding of confidentiality, for reasons including but not limited to ensuring safe and effective implementation of conservation and recovery measures. Data and information so identified by a Party, or a collaborator in programs and activities related to this Agreement, will be held confidential by the Parties to the extent permitted by their respective legislation and related policies, procedures, and agreements.

10.3 Each Party may identify research or monitoring needs to increase knowledge that will enhance Woodland Caribou conservation, management or recovery in Alberta.

10.4 The Parties will collaborate to evaluate internally and externally generated research or monitoring proposals to ensure they contribute meaningfully to Woodland Caribou conservation, management and recovery.

11 FINANCIAL ARRANGEMENTS AND SUPPORT

11.1 Recognizing the significant financial investments required to support Woodland Caribou conservation and recovery, the Parties will work together on an annual basis to identify needs, priorities and funding opportunities to implement conservation and recovery measures to achieve the recovery outcomes identified in this Agreement.

11.2 The Parties recognize that implementation of this Agreement is subject to their respective appropriations, priorities and budgetary constraints.

12 MONITORING AND REPORTING

12.1 Representatives of the Parties or their delegates (identified in section 16) agree to convene at least annually to develop and/or review work plans and financial investments for the coming year, and review and document the progress of conservation and recovery measures (set out in Appendix B) and commitments under this Agreement in an annual report. In this review, the Representatives will examine the conservation and recovery measures, including progress on implementation, and the proposed conservation and recovery measures for the next year.

12.2 The annual report will be prepared by committee referred to in section 9.1 and presented to the Representatives referred to in section 16.1.

12.3 A comprehensive report, summarizing the status of conservation and recovery measures over multiple years, will be prepared in years when Canada is preparing the report referred to in section 46 of the *Species at Risk Act*.

12.4 The annual and comprehensive reports will be used to inform reporting requirements under sections 46 and 63 and paragraph 126(c) of the *Species at Risk Act*.

12.5 These reports will address:

12.5.1 Progress towards achieving commitments made by the Parties under this Agreement;

12.5.2 Progress towards achieving agreed upon annual actions;

12.5.3 Population and habitat monitoring results;

12.5.4 The effectiveness of conservation and recovery measures outlined in Appendix B of this Agreement in relation to provisions listed in the Recovery Strategies; and

12.5.5 Unforeseen circumstances or stochastic events that might impact conservation and recovery measures.

12.6 Based on the review outlined in section 12.1, the Parties will evaluate the conservation and recovery measures listed in this Agreement, and propose any additional commitments which may be required to increase the likelihood of achieving the conservation and recovery of Woodland Caribou in Alberta.

12.7 The comprehensive report will be used to inform discussions on renewal of this Agreement.

13 AGREEMENT DURATION, TERMINATION AND RENEWAL

13.1 This Agreement takes effect on the date of the last signature affixed to this Agreement (“Effective Date”). It will remain in force for a term of five years, unless terminated earlier by one of the Parties or the Parties agree to terminate it.

13.2 Either Party may terminate this Agreement for any reason, 90 days after consulting with and providing written notice to the other Party.

13.3 The Parties may renew this Agreement or any part of it, and its term may be extended with the written consent of the Parties prior to the expiration of this Agreement.

14 AMENDMENT

14.1 This Agreement may be amended from time to time with the written consent of the Parties.

14.2 In particular, Appendix B to this Agreement may be amended in writing from time to time, as required, and automatically incorporated to this Agreement, as amended, by the written consent of the Parties.

14.3 In case of amendments to either or both of the Recovery Strategies, the Parties will consider whether amendments to this Agreement are warranted.

15 DISPUTE RESOLUTION

15.1 In the event of a dispute between the Parties arising out of this Agreement, the Parties will use the following procedure to resolve the dispute:

15.1.1 The committee referred to in section 9.1 will be the first point of resolution for disputes arising from Woodland Caribou activities and programming contemplated in this Agreement; and

15.1.2 Disputes which cannot be resolved by the committee referred to in section 9.1 will be referred to the Representatives identified pursuant to section 16.1 of this Agreement for final resolution.

16 DESIGNATION FOR IMPLEMENTATION OF THIS AGREEMENT

16.1 For the purposes of this Agreement, the Representatives of the Parties are:

16.1.1 Alberta – the Assistant Deputy Minister, Policy and Planning Division; Environment and Parks

16.1.2 Canada – the Associate Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada

16.2 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Canada by delegates of the Associate Assistant Deputy Minister of the Canadian Wildlife Service, Environment and Climate Change Canada.

16.3 The administration and day-to-day implementation of this Agreement will be carried out on behalf of Alberta by delegates of the Assistant Deputy Minister of Environment and Parks and the Assistant Deputy Minister of Agriculture and Forestry.

16.4 Where this Agreement requires notice be provided or received, or consent be given, the Representative of each Party identified in section 16.1 may provide or receive notice or give the consent required.

17 COUNTERPARTS

17.1 This Agreement may be signed in several counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement. The parties agree

that executed counterparts may be transmitted electronically and that such counterparts shall be treated as originally executed instruments. Each Party undertakes to provide the others with a copy of the original Agreement bearing actual original signatures within a reasonable period of time following execution of this Agreement.

18 SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement. On behalf of Her Majesty the Queen in Right of Canada, as represented by the Associate Assistant Deputy Minister, Canadian Wildlife Service.

Niall O'Dea
Associate Assistant Deputy Minister Canadian Wildlife Service
Environment and Climate Change Canada

Signed this _____ day of _____, 20__.

On behalf of Her Majesty the Queen in right of the Province Alberta, as represented by the Assistant Deputy Minister of Policy and Planning, Alberta Environment and Parks.

Ronda Goulden
Assistant Deputy Minister of Policy and Planning Division
Environment and Parks

Signed this _____ day of _____, 2019.

Approved pursuant to the *Government Organization Act*

Intergovernmental Relations, Executive Council

Signed this _____ day of _____, 2019.