

Huu-ay-aht First Nations

Briefing note to Executive Council

September 27, 2013

Title – LoE between Maa-nulth First Nations and Ministry of Environment, Conservation Officers Service (COS)

Type of Decision – Approval

Submitted by: Tom Happynook

Background:

This Letter of Expectations is intended to define and promote a positive and cooperative working relationship between the Huu-ay-aht First Nations, the Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations, the Toquaht Nation, the Uchucklesaht Tribe, the Yuułu?ił?atł First Nation (the “Maa-nulth First Nations”) and the Ministry of Environment

Issue:

- promote collaboration and communication between the Parties regarding public safety, compliance and enforcement according to both Maa-nulth First Nations laws, policies, customs, traditions, and cultural and spiritual uses and provincial laws and common law,
- promote and enable the participation of the Maa-nulth First Nations in addressing human-wildlife conflicts and compliance with laws to protect the environment, public health & safety and fish and aquatic plants, wildlife and migratory birds resources and other natural resources, and
- improve sharing of information between the Parties.

Recommendation

1. HFN Executive Council to sign the LoE between Maa-nulth First Nations and Ministry of Environment, Conservation Officers Service (COS)
2. Amend document accordingly
3. Do nothing

September 26, 2013

Motion:

BE IT RESOLVED that Executive Council:

1. approves the Letter of Expectation between Maa-nulth First Nations and Maa-nulth First Nations and Ministry of Environment, Conservation Officers Service (COS) as presented;
and
2. directs Chief Councillor, Jeff Cook to sign the Letter of Expectation on behalf of Huu-ay-aht First Nations.

Follow up:

Chief Councillor, Jeff Cook to sign Letter of Expectation

Decision:

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Huu-ay-aht First Nations
Administrative Office
PO Box 70
Bamfield, BC V0R 1B0

Ka:’yu:’k’t’h’/Che:k’tles7et’h’
First Nations
General Delivery
Kyuquot, BC V0P 1J0

Toquaht Nation
PO Box 759
1971 Peninsula Road
Ucluelet, BC V0R 3A0

Uchucklesaht Tribe
PO Box 1118
Port Alberni, BC V9Y 7L9

Yuulu?il?ath First Nation
(also known as the
Ucluelet First Nation)
PO Box 699
Ucluelet, BC V0R 3A0

Ministry of Environment
West Coast Region
Conservation Officer Service
2080-A Labieux Rd
Nanaimo, BC, V9T 6J9

**LETTER OF EXPECTATIONS BETWEEN MAA-NULTH FIRST NATIONS AND MINISTRY OF ENVIRONMENT,
CONSERVATION OFFICERS SERVICE (“COS”)**

Objectives of this Letter of Expectations

This Letter of Expectations is intended to define and promote a positive and cooperative working relationship between the Huu-ay-aht First Nations, the Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations, the Toquaht Nation, the Uchucklesaht Tribe, the Yuulu?il?ath First Nation (the “Maa-nulth First Nations”) and the Ministry of Environment (individually, a “Party” and collectively, the “Parties”).

The objectives of this Letter of Expectations are to

- a) promote collaboration and communication between the Parties regarding public safety, compliance and enforcement according to both Maa-nulth First Nations laws, policies, customs, traditions, and cultural and spiritual uses and provincial laws and common law,
- b) promote and enable the participation of the Maa-nulth First Nations in addressing human-wildlife conflicts and compliance with laws to protect the environment, public health & safety and fish and aquatic plants, wildlife and migratory birds resources and other natural resources, and
- c) improve sharing of information between the Parties.

Other than as expressly indicated in this Letter of Expectations, this Letter of Expectations does not create, recognize, define, deny, limit or amend any of the rights or responsibilities of the Parties or any other aboriginal group.

Except as provided in this Letter of Expectations, this Letter of Expectations will not limit any position either Party may take in present or future negotiations or any legal proceedings.

Nothing in this Letter of Expectations affects the ability of British Columbia to respond to any exceptional or emergency circumstances.

Nothing in this Letter of Expectations fetters the independence or discretion of Provincial Enforcement Officials of the Ministry of Environment (“Conservation Officers”) or Conservation Officers Services (“COS”) under provincial law.

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Nothing in this Letter of Expectations fetters the independence or discretion of an enforcement officer under the applicable law of a Maa-nulth First Nation.

Enforcement Advisory Committee

Under the Maa-nulth First Nations Resource Sector Enforcement Framework Agreement, dated March 21, 2013 (the “Enforcement Framework Agreement”), each Maa-nulth First Nation is required to establish an Enforcement Advisory Committee (“EAC”) that represents the Maa-nulth First Nations in matters related to the Enforcement Framework Agreement. The Maa-nulth First Nations have decided to establish a joint EAC which will be comprised of one or more representatives from each Nation, to carry out this purpose. The Maa-nulth First Nations will develop terms of reference regarding the appointment of members to and the operation of the EAC.

Maa-nulth First Nations Laws to enforce

Under the terms of the Enforcement Framework Agreement and this Letter of Expectations, the COS and Conservation Officers agree to enforce the Maa-nulth First Nations Laws listed below. The Parties acknowledge that the Maa-nulth First Nations have signed a similar letter of expectation with the Ministry of Forest, Lands and Natural Resource Operations (“FLNRO”) and that each of the COS and FLNRO will take the lead on enforcing each Maa-nulth First Nation Law as indicated below.

Huu-ay-aht First Nations laws to be enforced by Conservation Officers:

HFNA 2011	Land Act (except s.50(1))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.50(2)(c) relative to wildlife and migratory birds and s.50(2)(g) relative to garbage, soil or other material.
HFNA 2011	Resource Harvesting Act (except s.8(c) and 26(3))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.15(4), s.22(2), s.25(3), s.25(4)(a) and (b) relative to plants and botanical forest products and s.11(1) and 11(2).

Ka:’yu:’k’t’h’/Che:k’tles7et’h’ First Nations laws to be enforced by Conservation Officers:

KCFNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
KCFNS 12/2011	Land Act (except s.4.23(a) and 6.5(h))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.

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KCFNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).
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Toquaht Nation laws to be enforced by Conservation Officers:

TNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
TNS 12/2011	Land Act (except s.4.23(a) and 6.5(g))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
TNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

Uchucklesaht Tribe laws to be enforced by Conservation Officers:

UTS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
UTS 12/2011	Land Act (except s.4.23(a) and 6.5(g))	FLNRO lead enforcement for all offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
UTS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

Yuulu?il?ath First Nation laws to be enforced by Conservation Officers:

YFNS 15/2011	Environmental Protection Act	COS lead enforcement for all offences.
YFNS 12/2011	Land Act (except s.4.23(a) and	FLNRO lead enforcement for all

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	6.5(g))	offences, except COS will be lead enforcement for s.10.2(a)(iii) relative to fish and wildlife and s.10.2(a)(viii) relative to glass, metal, garbage, soil or other material.
YFNS 14/2011	Resources Harvesting Act (except s.2.9(c); s.4.3(b) and (c))	COS lead enforcement for all offences, except FLNRO will be lead enforcement for s.2.4, s.2.8(d), s.2.11. s.8.1(a), (b) and (c) relative to plants and botanical forest products and s.3.4 and s.4.2(d).

The Parties agree as follows:

SUBJECT MATTER	DETAILS
TERM OF THIS LETTER	<p>This Letter of Expectations covers a period of five years, beginning July 1, 2013 and ending March 31, 2018.</p> <p>The Parties will review this Letter of Expectations on or about the second and fourth anniversary of its signing. The review that takes place on or about the fourth anniversary will include a discussion of the renewal of this Letter of Expectations.</p>
CULTURAL AWARENESS & SENSITIVITY	<p>It is the goal of the Parties that the Ministry of Environment fulfils its role and responsibility to ensure that Conservation Officers are culturally compatible, sensitive, adaptable and respectful to the culture and traditions of the Maa-nulth First Nations. In order to meet this goal, the expectations of the Parties are that the following will be undertaken.</p> <p><u>Orientation & training for Conservation Officers</u></p> <p>Curriculum: The curriculum for the Maa-nulth First Nations COS orientation & training session will be developed by the EAC in collaboration with British Columbia.</p> <p>Timing: The first orientation & training will take place within one year of the commencement of this Letter of Expectation and may be repeated by agreement of the Parties.</p> <p>Format: There will be a classroom and a field component to the orientation & training, with at least the field component including the participation of guardians of the Maa-nulth First Nations.</p> <p>Required participation: Each Conservation Officer who is or will be enforcing Maa-nulth First Nation laws will be required to participate in one orientation & training session, and thereafter as agreed to by the Parties.</p> <p>Topics: The topics of the COS orientation and training session will include the following:</p>

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SUBJECT MATTER	DETAILS
	<ol style="list-style-type: none"> 1. background regarding the Treaty; 2. uniqueness of each Maa-nulth First Nation – history, culture, community needs; 3. mandate of Conservation Officers under Maa-nulth First Nations laws, BC laws and any other governing laws; 4. communications and consultation protocols with the Maa-nulth First Nations. <p><u>Orientation & training for Maa-nulth First Nations government representatives</u></p> <p>An annual orientation will be made available to government representatives of the Maa-nulth First Nations addressing duties and powers of Conservation Officers under Maa-nulth First Nations laws, BC laws and any other governing laws.</p> <p>Training for Maa-nulth First Nation citizens</p> <p>Where and when opportunities arise to provide a mentoring, training or relationship building and develop the enforcement capacity of the Maa-nulth First Nations, COS will accommodate those opportunities in compliance and enforcement activities.</p>
COMPLAINT PROCESS	<p>A written complaint against a Conservation Officer that is not resolved informally must be pursued through the Conservation Officer Service public complaint procedure. The EAC, a Maa-nulth First Nation, or an individual may file a written complaint. The EAC may file a written complaint on behalf of a Maa-nulth citizen.</p> <p>A representative of the EAC will be “consulted ” as defined in the final agreement with any written complaint against a Conservation Officer enforcing Maa-nulth law.</p> <p>To the extent authorized by the Conservation Officer Service public complaint procedure or collective agreement provisions an EAC representative will be consulted with regard to the investigation findings and resolution of the written complaint. If upon completion the complaint is not resolved to the satisfaction of the complainant, EAC or Maa-nulth First Nation, the complainant, EAC or Maa-nulth First Nation may pursue the process established by one or more Maa-nulth First Nations.</p> <p>A complaint regarding a Maa-nulth First Nation’s law must be pursued in accordance with the process established by that Maa-nulth First Nation for challenging the validity of laws.</p>
MEETINGS	<p>The EAC and representatives from the Ministry of Environment will meet quarterly (January, April, July/August, October), unless the Parties determine that more frequent meetings are necessary. Some meetings may be held jointly with the EAC and representatives from both the Ministry of Environment and the Ministry of Forests, Lands and Natural Resource Operations.</p> <p>Members of COS will attend meetings on a bi-annual basis, or as requested, to</p>

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	<p>discuss compliance verification activities, human-wildlife conflicts, and investigation and enforcement actions.</p> <p>Meetings may occur by tele-conference or through other means, but at least the January meeting each year must be a face-to-face meeting.</p> <p>The EAC and BC will alternate chairing the meetings on an annual basis each calendar year, with BC acting as chair for the first year.</p>
<p>AGENDA FOR MEETINGS</p>	<p>Meetings between the Ministry of Environment and the EAC will include the following agenda items, unless otherwise agreed by the Parties:</p> <p><u>General meetings:</u></p> <ol style="list-style-type: none"> 1. Reporting on levels of service 2. Reporting on compliance 3. Health and safety issues 4. Orientation needs 5. Risk ranking and priority setting – enforcement priorities and objectives 6. Business planning adjustments 7. Maa-nulth First Nations and BC legislative matters (updates, gaps, conflicts, issues) 8. Issues management 9. Training and capacity opportunities 10. Complaints received and under investigation 11. Other matters requested by Parties <p><u>January meeting:</u></p> <p>In addition to the above, the agenda for the January meeting will include:</p> <ol style="list-style-type: none"> 12. Review of annual evaluation and projections for current fiscal year 13. Forecast budget for upcoming fiscal year 14. Annual work-plan
<p>ENFORCEMENT OBJECTIVES & PRIORITIES</p>	<p>With respect to the enforcement of Maa-nulth laws, and the working relationship between the Parties, the Ministry of Environment and the Maa-nulth First Nations have the following objectives:</p> <ol style="list-style-type: none"> 1. Public awareness of Maa-nulth First Nations laws; 2. Voluntary compliance with Maa-nulth First Nations laws; 3. Collaborative enforcement of Maa-nulth First Nations and BC laws; and 4. Building capacity and providing opportunities for Maa-nulth First Nations self-government.

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	<p>The Parties agree that enforcement of Maa-nulth First Nations laws will be carried out in a manner that generally addresses the following priority activities:</p> <ol style="list-style-type: none"> 1. Human health and safety; 2. Environmental impacts, based on risk; 3. Economic impacts; and 4. Cultural and heritage resource impacts. <p>Specific enforcement priorities may be adjusted, focused and elaborated on as necessary at the quarterly meetings of the Parties.</p>			
ENFORCEMENT APPROACH	<p>The COS will consider the Maa-nulth First Nations interests in determining approaches to resolve non-compliance, both at the individual and community level. The Parties agree to work together to utilize Restorative Justice when deemed appropriate, or other programs developed for this process.</p>			
HUMAN-WILDLIFE CONFLICTS	<p>The Parties agree to work together to implement pro-active measures to minimize potential conflicts with wildlife in the Maa-nulth First Nations communities in order to protect the safety of both humans and of wildlife. Measures may include, but not be limited to, education and awareness activities, developing bear hazard assessments and management plans, installation of wildlife resistant waste containers and/or other waste management systems.</p> <p>The Parties agree that the COS may issue Dangerous Wildlife Protection Orders (known as “DWPO”s) to Maa-nulth First Nations citizens to address public safety when the Parties are in agreement on a case by case basis that the use of the DWPO is appropriate.</p> <p>The COS agrees to continue to respond to human-wildlife conflicts where public safety is at risk, and/or significant property damage has occurred.</p> <p>The COS agrees to meet annually with the Maa-nulth First Nations to jointly identify potential release sites within the traditional territories of the Maa-nulth First Nations for bears and cougars that are deemed not to be a risk to public safety and are appropriate for translocation.</p> <p>The Maa-nulth First Nations agrees to utilize the COS Call Center (1-877-952-7277) to request COS response to address human-wildlife conflicts.</p>			
LEVEL OF SERVICE	<p>The Parties have agreed that Conservation Officers will carry out the following compliance activities to be provided in accordance with the level and quality of service as described below.</p> <table border="1" data-bbox="505 1732 1490 1879"> <tr> <td data-bbox="505 1732 824 1879">Investigations</td> <td data-bbox="824 1732 1490 1879">The COS will discuss with the EAC the nature of any investigation prior to initiating an investigation or enforcement action against a citizen of the Maa-nulth First Nations participating in the harvest of fish &</td> </tr> </table>		Investigations	The COS will discuss with the EAC the nature of any investigation prior to initiating an investigation or enforcement action against a citizen of the Maa-nulth First Nations participating in the harvest of fish &
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		<p>aquatic plants, wildlife and migratory birds or other natural resources, or activities that may be contrary to environmental protection regulations except where prior discussion would prevent the successful collection of evidence or jeopardize the safety of investigating officers. The discussion will be consistent with the requirements of the <i>Freedom and Information and Privacy Protection Act</i>.</p> <p>Where an investigation or enforcement action is taken without prior discussion with representatives of the EAC, the COS will discuss the nature of the investigation with a designated representative of the EAC immediately after conducting the investigation or taking an enforcement action.</p>
	Compliance Verification activities	<p>The parties agree to meet on an annual basis to identify compliance issues regarding the protection of the environment, human health and safety, as it relates to environmental protection laws and fish and aquatic plants, wildlife and migratory birds.</p> <p>Scheduled patrols and inspections to address identified risks</p> <p>Patrols and inspections will be conducted on both land and water</p> <p>The frequency of Conservation Officer patrols and inspections will be at an appropriate level in context with the Enforcement Objectives and Priorities section of this LOE and other COS priority workload.</p>
	Additional levels of service	<p>The following additional levels of service may only be authorized by the EAC and with agreement of the COS:</p> <ul style="list-style-type: none"> • unscheduled patrols; • electronic monitoring and surveillance; • geo-spatial information and data sharing including technology support, reporting, inspection planning and site specific compliance history data collection; • special investigations; • targeted operations; • prosecution support; and • community engagement.
INTERNAL COMMUNICATIONS AND	General	The Parties will communicate regularly regarding compliance verification activities, human-wildlife

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INFORMATION SHARING		conflicts and investigation and enforcement actions.
	Information Maa-nulth First Nations will share with the Ministry of Environment	Other than information that a Maa-nulth First Nation may not share in accordance with privacy or other applicable laws, the Maa-nulth First Nations will share all information reasonably necessary for effective enforcement.
	Confidentiality and use of shared information between the Parties	The Parties will maintain the confidentiality of shared information unless otherwise agreed in writing. Information will only be used for the purpose for which it was shared.
	Personal information and the <i>Freedom of Information and Privacy Protection Act</i> (BC) and equivalent Maa-nulth First Nations laws	The Parties agree that the COS will be guided by the provisions of the <i>Freedom of Information and Privacy Protection Act</i> (BC) and equivalent Maa-nulth First Nations laws when entering into discussions related to non-compliance and investigations as it relates to the release of personal information.
	Public Safety	The Parties agree that the safety of all individuals is paramount. The Parties agree to notify each other immediately when they become aware of an activity that would put the safety of any individuals at risk in relation to the harvest of fish and aquatic plants, wildlife and migratory birds or other natural resources.
	Contact list	The Parties agree to maintain a current contact list outlining contact information for communications and operational activities. The contact list is considered a "living document" and revisions to the contact list are not considered amendments to this Letter of Expectations.
REPORTING & PUBLIC COMMUNICATIONS	Protocol for joint information sharing with the media and the public	The Parties agree that any public statements or public dissemination of information regarding the enforcement of Maa-nulth First Nation laws under the Enforcement Framework Agreement and this Letter of Expectations will be made jointly by the Parties and will be coordinated through the EAC and the Ministry of Environment, unless otherwise agreed in writing.
	Timing, content and cost of Ministry of	The Ministry of Environment will provide quarterly reports to the EAC containing data on all compliance activities within the Maa-nulth First Nations areas, and

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	Environment reports	<p>will identify matters of note or concern.</p> <p>When enforcement objective and priorities set at the quarterly meetings have not been met, the Ministry of Environment must communicate with the EAC to explain why.</p> <p>No additional cost are payable by the Maa-nulth First Nations for any report contemplated in this Letter of Expectation provided such reports are available in the normal course of COS reporting.</p>
	Maa-nulth Annual report	<p>The Parties will collaborate in providing an annual report regarding enforcement of Maa-nulth First Nations laws. The goal of the Parties is to produce a joint report that will be released under the name of both Parties. The report will be developed as follows:</p> <ol style="list-style-type: none"> 1. BC will provide enforcement data to the EAC; 2. The EAC will oversee the drafting of a report that includes an analysis of the enforcement data provided by BC; 3. The EAC will provide the draft report to BC so that BC has an opportunity to review and comment on the report; 4. The EAC will take into account BC's comments and may make amendments to the report; 5. If the Parties agree on the content of the report, the report may be released jointly by the Parties; 6. If the Parties do not agree on the content of the report, the EAC may release a final report under its name only to the Maa-nulth First Nations governments.
COSTS	<p>The Parties agree that a Maa-nulth First Nation will pay British Columbia for the costs of enforcement of that Maa-nulth First Nation's laws in accordance with the following.</p> <p>1. No cost activity</p> <p>If an enforcement activity is substantially within the COS mandate and is not a short term pro-rated cost activity, as described below, a Maa-nulth First Nation will not be required to pay British Columbia for the cost of the activity.</p> <p>2. Short term pro-rated cost activity</p> <p>If an enforcement activity is substantially within the COS mandate, but</p> <p>(a) additional service is requested by a Maa-nulth First Nation [e.g. increase in land and water Resources Harvesting Act compliance verification</p>	

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	<p>patrols],</p> <p>(b) service delivery is not normally performed by COS [e.g. Responding to Maa-nulth First Nations public complaints], or</p> <p>(c) while the activity is in keeping with the objectives of the Letter of Expectations, it is of a lower COS priority [e.g. monitoring access closure areas]</p> <p>and the enforcement activity is carried by a Conservation Officer under this Letter of Expectations or at the request of a Maa-nulth First Nation, a Maa-nulth First Nation will pay prorated costs based on actual time committed to Maa-nulth divided by total time and at the rates shown below under short term actual cost activity.</p> <p>3. <u>Short term actual cost activity</u></p> <p>If an enforcement activity is substantially outside the COS mandate, but is carried out by a Conservation Officer under this Letter of Expectations or at the request of a Maa-nulth First Nation [e.g. a Maa-nulth First Nation request to investigate an alleged non-compliance], the Maa-nulth will pay:</p> <table border="1" data-bbox="516 898 1479 1392"> <tr> <td>Salary / OT & Benefits</td> <td>Use actual Salary (OT and Benefits) costs</td> </tr> <tr> <td>Provincial average fuel + maintenance</td> <td>\$0.96/km</td> </tr> <tr> <td>Meal costs</td> <td>Government per diem rates</td> </tr> <tr> <td>Accommodations</td> <td>Actual costs at government rate</td> </tr> <tr> <td>Specialized training material costs</td> <td>as applicable</td> </tr> <tr> <td>Total</td> <td>Sum of all above costs</td> </tr> </table> <p><u>In respect of the above, actual costs may be pro-rated for periods agreed upon by the Parties. Actual costs will be adjusted annually and any such adjustment will not be considered an amendment to this Letter of Expectations.</u></p> <p>The Cost Recovery Template Form is attached to this Letter of Expectations as Schedule 1.</p>	Salary / OT & Benefits	Use actual Salary (OT and Benefits) costs	Provincial average fuel + maintenance	\$0.96/km	Meal costs	Government per diem rates	Accommodations	Actual costs at government rate	Specialized training material costs	as applicable	Total	Sum of all above costs
Salary / OT & Benefits	Use actual Salary (OT and Benefits) costs												
Provincial average fuel + maintenance	\$0.96/km												
Meal costs	Government per diem rates												
Accommodations	Actual costs at government rate												
Specialized training material costs	as applicable												
Total	Sum of all above costs												
BILLING PERIOD	British Columbia will submit to the Maa-nulth First Nations within 30 days of the end of a quarter cost recovery invoices for the costs associated with this Letter of Expectations at the rates in the attached cost recovery schedules on a quarterly basis during each fiscal year. The Maa-nulth First Nations will pay British Columbia within 30 days of receiving the invoice.												
ADDRESS FOR NOTICES TO	Regarding notices and communications, the EAC does not exist as an entity separate from the Maa-nulth First Nations that it represents. A notice must be												

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MAA-NULTH FIRST NATIONS	<p>addressed to each Maa-nulth First Nation that it is directed to, but may form one communication.</p> <p>Huu-ay-aht First Nations Administrative Office PO Box 70 Bamfield, BC V0R 1B0</p> <p>Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations General Delivery Kyuquot, BC V0P 1J0</p> <p>Toquaht Nation PO Box 759 1971 Peninsula Road Ucluelet, BC V0R 3A0</p> <p>Uchucklesaht Tribe PO Box 1118 Port Alberni, BC V9Y 7L9</p> <p>Yuulu?il?ath First Nation PO Box 699 Ucluelet, BC V0R 3A0</p>
ADDRESS FOR NOTICES TO MINISTRY OF ENVIRONMENT	<p>Ministry of Environment West Coast Region Conservation Officer Service 2080-A Labieux Rd Nanaimo, BC, V9T 6J9</p>
AMENDMENT	<p>Any amendment of the Letter of Expectations must be in writing and takes effect as agreed to by the Parties.</p>
DISPUTE RESOLUTION	<p>The Parties will make their best efforts to achieve consensus, and may use mediation or other forms of alternative dispute resolution at their discretion where they think it may help to reach a solution.</p> <p>Where possible, disputes will be resolved at the operational (field) level. Any disputes that cannot be resolved at the field level will be jointly referred to the Inspector, West Coast Region, Conservation Officer Service, and a designated member of the EAC.</p> <p>If a dispute is not resolved through the processes described above, any Party may require that a dispute arising from the operation of this Letter of Expectations be resolved in the manner as set out in section 5.08 of the Enforcement Framework Agreement.</p>

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Signed on behalf of the Huu-ay-aht First Nations
by:

Signed on Behalf of the Ministry of
Environment by:

Name:
Title:
Date:
Signed on behalf of the
Ka:’yu:’k’t’h’/Che:k’les7et’h’ First Nations by:

Name:
Title:
Date:

Name:
Title:
Date:

Signed on behalf of Toquaht Nation by:

Name:
Title:
Date:

Signed on behalf of Uchucklesaht Tribe by:

Name:
Title:
Date:

Signed on behalf of Yuułu?il?ath First Nation by:

Name:
Title:
Date:

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SCHEDULE 1

◆ Cost Recovery Template Form ◆



CostRecoveryMaa-N
ult_COS.xltm

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MFNS & MOE – LETTER OF EXPECTATIONS RE ENFORCEMENT



Cost Recovery Template between Maa-nulth First Nations and COS

Enforcement Advisory Committee		File Number:	Date: (yy/mm/dd):							
Meal break(s) not taken:										
HOURS WORKED		Regular				Overtime				
Classification & Name		#	Reg Rate	# of Hrs	Total Wage	Hrs @ 1.5	\$Amt	Hrs @ 2	\$ Amt	
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-24	1	\$35.78		\$0.00		\$0.00		\$0.00	\$0.00
	ML-5	1	\$44.95		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
	N-21	1	\$32.68		\$0.00		\$0.00		\$0.00	\$0.00
					TOTAL					\$0.00
Total					\$0.00		\$0.00		\$0.00	\$0.00
Meals:		B	L	D	Total Meals:					\$0.00
Vehicles: Type & Description					Unit#	Rate	KM			
Fleet Vehicle - CEIU						\$0.96		\$0.00		
Fleet Vehicle - Field Officers						\$0.96		\$0.00		
Other (ATV, etc.)						\$0.78		\$0.00		
Vessel						\$0.78		\$0.00		
Miscellaneous Purchase: Description					Supplier					
Accommodation										
					Total				\$0.00	
Accomplishments: Production/Difficulties (Supervisor)										\$0.00
					Running Total					
Supervisor Signature: _____					 BRITISH COLUMBIA					