

# CANADA-SASKATCHEWAN AGREEMENT ON SPECIES AT RISK

## BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment responsible for the Department of the Environment (Environment Canada) and the Parks Canada Agency and the Minister of Fisheries and Oceans responsible for the Department of Fisheries and Oceans (Fisheries and Oceans Canada) (hereinafter referred to as "Canada")

## AND

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF SASKATCHEWAN**, as represented by the Minister of Saskatchewan Environment responsible for Saskatchewan Environment (hereinafter referred to as "Saskatchewan")

(hereinafter the "Parties")

**WHEREAS** Saskatchewan has a rich and highly diverse natural environment that includes a significant number of plant and animal species that are at risk;

**WHEREAS** Canada and Saskatchewan are both signatories to the *Accord for the Protection of Species at Risk* (Appendix A);

**WHEREAS** Canada and Saskatchewan believe that activities and programs relating to species at risk can be undertaken in a coordinated and cooperative manner;

**WHEREAS** Canada and Saskatchewan are committed to working together, and with other jurisdictions, levels of government and partners to prevent species from becoming at risk and to protect and recover species that have been identified as being at risk; and

**WHEREAS** Canada and Saskatchewan recognize the role of aboriginal peoples of Canada in the conservation of wildlife in this country.

## THE PARTIES AGREE AS FOLLOWS:

### 1.0 DEFINITIONS

"Agreement" and "this Agreement" means this agreement and includes all annexes and any amendments.

"Competent Minister" as the same meaning as that set out in section 2 of the *Species at Risk Act* (S.C. 2002, c. 29).

"SARA" means the *Species at Risk Act* (S.C. 2002, c. 29).

"*Saskatchewan Wildlife Act*" means the *Wildlife Act* (S.S. 1998, c. W-13.12).

### 2.0 PRINCIPLES

The Parties agree that the following principles will guide the interpretation and implementation of this Agreement in a manner that is consistent with federal and provincial legal requirements:

**2.1** Inter-jurisdictional collaboration characterized by respect for the roles and responsibilities of each of the Parties will feature in all elements of species at risk protection and recovery;

**2.2** Species at risk protection and recovery in Saskatchewan will, to the extent possible, be designed and delivered in a manner tailored to address the ecological, social and economic circumstances of the province;

**2.3** Planning and actions to prevent species from becoming at risk, and to protect and recover species that have been identified as being at risk will be informed by the best available information on the biological status of a species, including scientific knowledge, community knowledge and aboriginal traditional knowledge;

**2.4** Decisions regarding the recovery of species at risk will be informed by the principles of sustainable development;

**2.5** The development and implementation of recovery measures will take into account the socio-economic interests of communities, to the extent possible, and the traditional knowledge of aboriginal people;

**2.6** If there are threats of serious or irreversible damage to a wildlife species, cost-effective measures to prevent the reduction or loss of the species should not be postponed for a lack of full scientific certainty;

**2.7** Ecosystem, landscape and multi-species approaches will be used when appropriate for the protection and recovery of species at risk;

**2.8** Stewardship by land and water owners and users is fundamental to preventing species from becoming at risk and in protecting and recovering species that are at risk;

**2.9** Cooperative, voluntary measures are the first approach to securing the protection and recovery of species at risk;

**2.10** Canada and Saskatchewan are committed to consulting with those who may be directly affected by protection and recovery of species at risk; and

**2.11** Canada and Saskatchewan recognize the roles and responsibilities of the Committee on the Status of Endangered Wildlife in Canada as a source of independent advice on the status of species at risk.

### **3.0 INTERPRETATION**

**3.1** The Minister of Saskatchewan Environment enters into this Agreement with Canada under authority of section 50 of the *Saskatchewan Wildlife Act*.

**3.2** The Minister of the Environment responsible for Environment Canada and the Parks Canada Agency, and the Minister of Fisheries and Oceans responsible for the Department of Fisheries and Oceans, being competent ministers under the SARA enter into this Agreement with the Province of Saskatchewan under section 10 of that Act.

**3.3** Neither Canada nor Saskatchewan relinquish any jurisdiction, right, power, privilege, prerogative or immunity by virtue of this Agreement.

**3.4** This Agreement does not create any new legal powers or duties nor does it alter the powers and duties established by the SARA, the *Saskatchewan Wildlife Act*, or any other federal or provincial legislation.

### **4.0 PURPOSE**

**4.1** The purpose of this Agreement is to create an administrative framework, within which the Parties can cooperatively exercise their respective powers and duties to ensure a coordinated and focused approach to the delivery of species at risk protection and recovery through legislation, policies, and operational procedures in Saskatchewan. It does so by:

- Setting out the respective roles and responsibilities of the Parties with respect to species at risk protection and recovery in Saskatchewan;
- Establishing the coordinating mechanisms needed to consult on key decisions, establish joint priorities, share information and design coordinated programs of work; and
- Providing opportunities to jointly develop species at risk policies where appropriate.

## **5.0 CANADA - SASKATCHEWAN SPECIES AT RISK STEERING COMMITTEE**

**5.1** A Canada - Saskatchewan Species at Risk Steering Committee ("Steering Committee") is hereby established with the following membership:

For Canada -

- Regional Director General, Environment Canada, Prairie and Northern Region
- Director General, Parks Canada Agency, Western and Northern Canada
- Regional Director, Fisheries and Oceans Canada, Central and Arctic Region

For Saskatchewan -

- Deputy Minister, Saskatchewan Environment
- Deputy Minister, Saskatchewan Agriculture and Food
- President, Saskatchewan Watershed Authority

**5.2** The Steering Committee will be chaired by the Regional Director General, Environment Canada and the Deputy Minister, Saskatchewan Environment on an alternating basis and will, to the extent necessary, establish its own rules and procedures.

**5.3** The Steering Committee will meet at least annually to provide overall strategic direction to the Coordinating Committee established in section 6, and to ensure that communication, cooperation, and collaboration between the Parties with respect to species at risk issues and needs in Saskatchewan are clear, timely and effective.

## **6.0 CANADA – SASKATCHEWAN SPECIES AT RISK COORDINATING COMMITTEE**

**6.1** A Canada - Saskatchewan Species at Risk Coordinating Committee ("SARCC") is hereby established with the following membership:

For Canada -

- Environment Canada, Prairie and Northern Region
- Parks Canada Agency
- Fisheries and Oceans Canada, Central and Arctic Region

For Saskatchewan -

- Saskatchewan Environment
- Saskatchewan Agriculture and Food
- Saskatchewan Watershed Authority

**6.2** The SARCC will be chaired by the representatives of Environment Canada and Saskatchewan on an alternating basis and will, to the extent necessary, establish its own rules and procedures.

**6.3** The SARCC will meet at least twice per year to:

- Coordinate federal and provincial species at risk planning, protection and recovery initiatives including priorities for joint actions;
- Share information with respect to legislation, regulations, policies or operational guidelines either in place or under development that could directly or indirectly affect species at risk planning, protection and recovery in Saskatchewan;
- Coordinate recovery processes and procedures to meet the requirements of federal and provincial legislation;
- Review and comment upon species recovery strategies and action plans prior to forwarding for approval, consistent with timelines set out in federal or provincial legislation, to ensure each Party is aware of each other's interests;
- Serve as the Saskatchewan Implementation Board for the Habitat Stewardship Program. In the context of this role, the SARCC may invite additional participants to serve on the SARCC; and
- With the approval of the Steering Committee, establish working groups or advisory committees including a stakeholder advisory committee.

## **7.0 ABORIGINAL ENGAGEMENT**

**7.1** Recovery strategies, action plans, and management plans will, to the extent possible, be developed in cooperation with every aboriginal organization that will be affected by the strategy, action plan, or management plan.

## **8.0 LISTING PROCESSES**

**8.1** The Parties will provide their best available information to the Committee on the Status of Endangered Wildlife in Canada and to the Scientific and Stakeholder Advisory Committees that support the listing of species under the *Saskatchewan Wildlife Act*.

**8.2** For wildlife species listed under the SARA:

**8.2.1** The Minister of the Environment will provide an opportunity for Saskatchewan to review and comment on the response statement referred to in subsection 25(3) of the SARA prior to posting the response statement on the SARA public registry;

**8.2.2** Prior to making a recommendation to Governor in Council with respect to the listing of a species, the Minister of the Environment will consult with Saskatchewan on the implications of that decision. The Minister of the Environment will inform Saskatchewan of the listing decision and the rationale for that decision in a manner consistent with federal legal requirements; and

**8.2.3** Prior to making a recommendation to the Governor in Council with respect to an emergency listing of a species found in Saskatchewan, the Minister of the Environment will consult with Saskatchewan on the implications of that decision. The Minister of the Environment will inform Saskatchewan of the listing decision and the rationale for that decision in a manner consistent with federal legal requirements.

**8.3** For wildlife species listed under the *Saskatchewan Wildlife Act*:

**8.3.1** Prior to any modifications to provincial listings of species at risk, Saskatchewan will consult with Canada on any modifications to the list of species at risk under the *Saskatchewan Wildlife Act* and the implications of those modifications. Saskatchewan will advise Canada on any modifications and the rationale for that decision.

## **9.0 EMERGENCY ORDERS**

**9.1** Prior to a Governor in Council decision on emergency orders under section 80 of the SARA, the federal Competent Minister will consult with Saskatchewan on the implications of that decision. The federal Competent Minister will inform Saskatchewan of any decision on emergency orders and the rationale for that decision in a manner consistent with federal legal requirements.

## **10.0 ENVIRONMENTAL ASSESSMENT**

**10.1** It is the intent of the Parties to ensure that potential impacts on species at risk are addressed through federal and/or provincial environmental assessment processes in a manner that is timely, structured and informed by the best available science.

**10.2** The Parties will exchange available information or knowledge regarding a listed wildlife species and its critical habitat in order to complete environmental assessments of projects subject to the federal and/or provincial environmental assessment processes.

## **11.0 RECOVERY PLANNING**

**11.1** The Parties will endeavour to develop recovery strategies and action plans that meet timelines and other requirements set in federal and provincial legislation. In doing so, the Parties will continue to apply a two stage approach to recovery planning. The first stage, the preparation of a recovery strategy, will include the determination of whether recovery of the listed wildlife species is technically and biologically feasible. If recovery is deemed to be feasible, the recovery strategy will include the recovery goal, objectives and strategies for achieving the objectives. The second stage, the preparation of action plan(s), will identify and prioritize detailed measures to achieve recovery and will include an evaluation of the socio-economic costs of the action plan and the benefits to be derived from its implementation.

**11.2** The Parties agree to collaborate on identifying the most appropriate approach to implement identified actions for the recovery of listed species and target ecosystems or landscapes with particular emphasis on existing mechanisms, such as Strategic Environmental Studies, Land Use Planning, Watershed Planning and Forest Management Agreements.

**11.3** To the extent possible, the Parties agree to cooperate in the development and implementation of ecosystem initiatives that apply a systems approach to recovery planning in Saskatchewan.

**11.4** If Canada is leading a recovery planning process, Canada will invite Saskatchewan to participate. If Saskatchewan is leading a recovery planning process, Saskatchewan will invite Canada to participate.

**11.5** The Parties may develop training for practitioners within government jurisdictions and stakeholder organizations to facilitate the preparation of recovery strategies and action plans.

**11.6** The Parties will ensure the evaluation of socio-economic costs and benefits are an integral part of the development of action plans. While the focus in action plans will remain on protection and recovery of the subject species at risk, their residences and habitat, the Parties will work with stakeholders and other jurisdictions and levels of government to identify ways to minimize socio-economic impacts while identifying economic opportunities and benefits.

**11.7** Where a recovery strategy or action plan addressing an aquatic species, migratory bird or their habitat on land other than federal land identifies a need for action to prevent the reduction or loss of that species, Saskatchewan will be provided with an opportunity to take such action, subject to federal approval of the proposed plan of action.

**11.8** To the extent possible, the Parties will attempt to address issues relating to the protection of species at risk, their residences, and critical habitat through cooperation and consultation prior to the Minister of the Environment making recommendations concerning the application of 34(3) and 61(4) of the SARA.

**11.9** To the extent possible, the Parties agree to cooperate during the recovery planning process to identify critical habitat of endangered or threatened species, or of extirpated species if a recovery strategy has recommended the reintroduction of the species into the wild in Canada, and to establish population and habitat objectives which will assist the recovery and survival of the species.

**11.10** The Parties will consult, where appropriate, with other jurisdictions and stakeholders not party to this agreement, and other departments and agencies within their respective governments to determine the most efficient and effective approach to recovery plan implementation.

## **12.0 STEWARDSHIP**

**12.1** The Parties agree to coordinate species at risk recovery and stewardship activities with priorities developed for species at risk prevention, protection and recovery by:

- providing advice to the Steering Committee on setting priorities for stewardship activities for species at risk in Saskatchewan;
- exchanging information on stewardship programs, funding and agreements; and
- setting priorities for research and data collection necessary to design, implement and evaluate stewardship activities.

**12.2** The Parties agree that, to the extent possible, stewardship activities will be encouraged in order to provide for the protection of species at risk, residences and critical habitat.

**12.3** The Parties recognize that existing programs such as Canada's "Habitat Stewardship Program" provide important tools to achieve species at risk protection and recovery objectives and will work to maximize the benefits to be achieved through their implementation.

**12.4** The Parties agree that the SARCC will serve as the Saskatchewan Implementation Board for the Province of Saskatchewan under the federal Habitat Stewardship Program. Saskatchewan will bring proposals for provincially funded stewardship activities to SARCC to seek opportunities for coordination and collaboration with Canada.

## **13.0 AGREEMENTS, PERMITS AND OTHER INSTRUMENTS**

**13.1** The Parties agree to share information and may collaborate on the entering into and on the issuance, making or preparation of the following agreements, permits and other instruments that authorize a person to engage in an activity affecting a listed wildlife species, any part of its critical habitat or the residences of its individuals in Saskatchewan:

- agreements or permits that are entered into or issued under section 73 of the SARA, and agreements, permits, licences, orders or other similar documents that are entered into, issued or made under another Act of Parliament and that have the same effect as agreements or permits under section 73 of the SARA;

- agreements or permits that are issued under the *Saskatchewan Wildlife Act* and that have the same effect as agreements or permits under section 73 of the SARA; and
- recovery strategies, action plans or management plans that permit activities under subsection 83(4) of the SARA.

**13.2** The Parties may agree to future collaborative development of operational guidelines for the entering into agreements and the issuance of permits and other instruments referred to above.

## **14.0 ENFORCEMENT**

**14.1** The Parties agree to coordinate enforcement activities related to their respective species at risk laws wherever appropriate.

**14.2** Each Party recognizes that the cross designation of officers for enforcement of their respective species at risk legislation to the other Party may assist in the protection of species at risk and their habitats.

**14.3** As part of the implementation of this Agreement, the Parties will further examine the merits of such arrangements and may enter into a subsidiary agreement on enforcement.

## **15.0 COMMUNICATIONS AND OUTREACH**

**15.1** The Parties agree to cooperate on communication products and commit to keeping each other informed on all aspects of their respective programs concerning species at risk.

**15.2** The Parties agree to recognize each other's contributions for jointly developed material and programs related to species at risk.

**15.3** The Parties agree to invite each other to participate in consultation processes relating to species at risk programming in the province of Saskatchewan.

**15.4** The Parties agree to use mechanisms defined within their respective legislation to report regularly on achievement of their species at risk program objectives.

## **16.0 DATA AND INFORMATION SHARING**

**16.1** The Parties agree, as appropriate and subject to any data sharing agreements and their respective legislation, to share and provide the other Party access to available data and information at no charge during the assessment, listing, recovery planning and recovery implementation activities under this Agreement.

**16.2** Some data and information may require confidentiality or have been obtained with an understanding of confidentiality in order to protect species at risk from exploitation or harm. Data and information so identified by a Party to this Agreement, or a partner in programs and activities related to this Agreement, will be held confidential by the Parties to the extent allowed by their respective legislation and within their respective access to information policies, procedures, and agreements.



**16.3** The Parties recognize the role of the Saskatchewan Conservation Data Centre as the common source of data on species and species at risk in Saskatchewan, and agree to support this organization with data and resources in a manner consistent with agreements between federal/provincial/territorial governments and NatureServe Canada.

## **17.0 DISPUTE RESOLUTION**

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:

**17.1** The SARCC will be the first point of resolution for disputes arising from species at risk activities and programming contemplated in this Agreement;

**17.2** Disputes which cannot be resolved by the SARCC will be referred to the Steering Committee for resolution; and

**17.3** Disputes which cannot be resolved by the Steering Committee will be referred to the Deputy Minister of Saskatchewan Environment, and the Deputy Minister of Fisheries and Oceans, and/or the Deputy Minister of the Environment and/or the Chief Executive Officer of the Parks Canada Agency for resolution.

## **18.0 FUNDING**

**18.1** Any financial obligations of Canada related to this Agreement or its implementation are subject to the express condition that there will be an appropriation by the Parliament of Canada for the funds necessary for the fiscal year in which they are applied.

**18.2** Any financial obligations of Saskatchewan related to this Agreement or its implementation are subject to the express condition that there will be an appropriation by the Legislative Assembly of Saskatchewan for the funds necessary for the fiscal year in which they are applied.

**18.3** As part of the implementation of this Agreement, the Parties may consider alternative funding agreements or arrangements.

## **19.0 AGREEMENT AMENDMENT, REVIEW, RENEWAL, AND TERMINATION**

**19.1** This Agreement may be amended with the mutual consent of the Parties.

**19.2** The Parties will review the effectiveness of this Agreement five years from the date of its execution.

**19.3** This Agreement will terminate 10 years after the date of its execution unless otherwise renewed with the consent of the Parties.

**19.4** Either Party may terminate this Agreement 90 days after consulting with and providing written notice to the other Party. Saskatchewan will provide written notice to the Minister of the Environment, responsible for Environment Canada and the Parks Canada Agency, and to the Minister of Fisheries and Oceans responsible for the Department of Fisheries and Oceans if it is the intention of Saskatchewan to terminate the Agreement. Canada will provide written notice to the Minister of Saskatchewan Environment if it is the intention of Canada to terminate this Agreement.

**20.0 SIGNATURES**

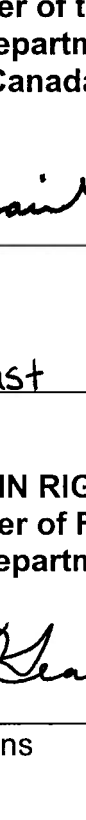
IN WITNESS OF WHICH the Minister of the Environment responsible for Environment Canada and the Parks Canada Agency, and the Minister of Fisheries and Oceans responsible for the Department of Fisheries and Oceans have hereunto set their hand and seal on behalf of Canada, and the Minister of Saskatchewan Environment has hereunto set his hand and seal on behalf of Saskatchewan.

**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 (Environment Canada) and Parks Canada Agency**

Signature:   
Minister of the Environment

Signed this 21 day of August, 2007

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,  
as represented by the Minister of Fisheries and Oceans  
who is responsible for the Department of Fisheries and Oceans**

Signature:   
Minister of Fisheries and Oceans

Signed this OCT 3 day of 2007, 2007

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
SASKATCHEWAN, as represented by the Minister of Saskatchewan  
Environment who is responsible for Saskatchewan Environment**

Signature:   
Minister of Saskatchewan Environment

Signed this 15<sup>th</sup> day of October, 2007

## APPENDIX A

### **1.1 ACCORD FOR THE PROTECTION OF SPECIES AT RISK**

Federal, provincial and territorial ministers responsible for wildlife commit to a national approach for the protection of species at risk. The goal is to prevent species in Canada from becoming extinct as a consequence of human activity.

We recognize that:

- i) species do not recognize jurisdictional boundaries and cooperation is crucial to the conservation and protection of species at risk;
- ii) the conservation of species at risk is a key component of the Canadian Biodiversity Strategy, which aims to conserve biological diversity in Canada;
- iii) governments have a leadership role in providing sound information and appropriate measures for the conservation and protection of species at risk, and the effective involvement of all Canadians is essential;
- iv) species conservation initiatives will be met through complementary federal and provincial/territorial legislation, regulations, policies, and programs;
- v) stewardship activities contributing to the conservation of species should be supported as an integral element in preventing species from becoming at risk; and
- vi) lack of full scientific certainty must not be used as a reason to delay measures to avoid or minimize threats to species at risk.

We agree to:

- i) participate in the Canadian Endangered Species Conservation Council in order to coordinate our activities and resolve issues for the protection of species at risk in Canada;
- ii) recognize the Committee on the Status of Endangered Wildlife in Canada as a source of independent advice on the status of species at risk nationally; and,
- iii) establish complementary legislation and programs that provide for effective protection of species at risk throughout Canada, and that will:
  - a. address all native wild species;
  - b. provide an independent process for assessing the status of species at risk;
  - c. legally designate species as threatened or endangered;
  - d. provide immediate legal protection for threatened or endangered species;
  - e. provide protection for the habitat of threatened or endangered species;
  - f. provide for the development of recovery plans within one year for endangered species and two years for threatened species that address the identified threats to the species and its habitat;
  - g. ensure multi-jurisdictional cooperation for the protection of species that cross borders through the development and implementation of recovery plans;
  - h. consider the needs of species at risk as part of environmental assessment processes;
  - i. implement recovery plans in a timely fashion;

- j. monitor, assess and report regularly on the status of all wild species;
- k. emphasize preventive measures to keep species from becoming at risk;
- l. improve awareness of the needs of species at risk;
- m. encourage citizens to participate in conservation and protection actions;
- n. recognize, foster and support effective and long term stewardship by resource users and managers, landowners, and other citizens; and
- o. provide for effective enforcement.

iv) refer any disputes that may arise under this Accord to the Canadian Endangered Species Conservation Council for resolution.