

# ***Thompson-Shuswap Salmon Collaborative:***

## **Conservation & Restoration of Salmon Ecosystems in the Thompson-Shuswap Watershed**

### **Terms of Reference**

**May 31, 2024**

### **Prepared by:**

**Secwépemc Fisheries Commission**

**Fisheries and Oceans Canada**

**BC Ministry of Water, Land and Resource Stewardship**



**Fisheries and Oceans  
Canada  
Pêches et Océans  
Canada**



## 1.0 Context

The Thompson-Shuswap watershed, located in south-central BC, is home to many anadromous salmonid populations that have been identified as endangered or threatened. Salmon populations have been declining for many years. The area is highly developed and experiences chronic low flows and high water temperatures during critical migration, spawning, and juvenile-rearing periods. Recently, the watershed has been significantly impacted by extreme fire, drought, and flooding events which have resulted in significant and concerning impacts on salmon ecosystems.

Numerous salmonid habitat restoration projects have been undertaken by various agencies to try to address these concerns. Although the works are conducted with good intentions, the restoration has proceeded with little coordination or coordinated oversight, and an inability to address the root causes of habitat degradation; this has resulted in inefficiencies, duplication, and no end target or goal with which to measure success. Furthermore, salmon restoration has been or is still proceeding at broader or province-wide scales, often with little or no linkage to local actions or plans.

Conserving and recovering anadromous salmonid populations is of critical importance to the Secwépemc Nation due to their connections to salmon for cultural, spiritual, and livelihood purposes since time immemorial. Given their intrinsic connection to salmon, Secwépemc peoples assert that the severe declines in salmon numbers have adversely affected the Aboriginal rights, title, and interests of the Secwépemc.

As such, the Secwépemc Fisheries Commission (SFC), Fisheries and Oceans Canada (DFO), and BC Ministry of Water, Land and Resource Stewardship (WLRS) (collectively, the “**Parties**”) are coming together as the Thompson-Shuswap Salmon Collaborative (TSSC) to facilitate communication and strategic coordination between the parties on matters that relate to conservation and restoration of salmon ecosystems in the Thompson-Shuswap. The TSSC aims to be an ongoing and evolving action-oriented team working on priority projects to benefit anadromous salmonids in the Thompson-Shuswap region. The TSSC is not a political group nor do its actions function as consultation.

## 2.0 Objective

The objective of the Collaborative is to facilitate communication and coordination between the parties on matters that relate to the conservation and restoration of salmon ecosystems in the Thompson-Shuswap watershed. In this context, the objective of conservation is to protect salmon ecosystems from degradation.

### 2.1 In-Scope

In-scope actions to meet the objective of the Collaborative could include:

- Identify the priorities for conservation and restoration;
- Explore and understand the tools (i.e., policy, programs, regulations, human resources, and expertise) that each Party and others have available to implement conservation and restoration priorities;

- Coordinate and facilitate the implementation, where possible, of actions to address conservation and restoration priorities;
- Build relationships, improve communications and identify key decision makers and technical experts between the Parties, and understand each Party's structure, representation, mandate, and decision-making processes;
- Identify and collect baseline data and/or conduct monitoring of priority ecosystems or restoration works;
- Develop a process that may be shared and/or implemented in other watersheds; and,
- Continue to support existing conservation and restoration efforts taking place in the Thompson-Shuswap Watershed in a coordinated manner.

## 2.2 Out-of-Scope

Certain actions to address salmonid conservation and restoration priorities may be outside the scope of the TSSC. The intention is to act locally within the Thompson-Shuswap watershed and avoid straying from the mandates of the parties (see sections 4 and 9), while working collaboratively and toward consensus among the parties.

Recommending actions related to the following topics is outside of the scope of the TSSC:

- Fisheries management (i.e., harvest rules);
- Enhancement (i.e., fish hatchery production and objectives);
- Habitat threats outside of the Thompson-Shuswap region (e.g., marine, estuary, Lower Fraser River); and,
- BC Provincial land and resource management plans.

Not all out-of-scope actions can be identified in this TOR; additional actions may be identified as encountered, and the Parties will come to a mutual consensus on those items they deem out of scope.

## 3.0 Expected Outcomes

There are several outcomes expected from the TSSC. The outcomes will be summarized in a document referred to as the *Thompson-Shuswap Integrated Salmon Ecosystem Plan* ('the Plan'). All three Parties of the Collaborative will co-develop the Plan. DFO will develop the preliminary drafts for review by all Parties. Any recommendations included in the Plan will be agreed upon by consensus among all Parties.

The structure of the Plan has yet to be finalized, but will likely include:

- An Indigenous guiding statement from SFC;
- Overview and background of the TSSC;
- Description of the planning and prioritization methodologies used;
- Overview of the Thompson-Shuswap region;

- Information on anadromous salmonid populations and their habitats;
- Reasoning for determination of priority watersheds for conservation and restoration;
- Profiles of priority watersheds by major sub-areas;
- Summary of consensus priorities and actions grouped by type; and,
- Advice and recommendations for implementation, evaluation, and monitoring of actions.

The structure of the Plan may evolve and change as it is developed, and as more information becomes available.

#### **4.0 Parties, Mandates, and Membership**

The Parties and their relevant mandates are as follows:

- 4.1 SFC is a department of the Shuswap Nation Tribal Council providing administrative, technical, and policy support to Secwépemc Chiefs and community members on fisheries matters. SFC has the mandate to lead and engage in salmonid conservation and restoration initiatives within the homeland of the Secwépemc people.
- 4.2 DFO is the federal government's lead agency for safeguarding Canadian waters and managing Canada's fisheries, oceans, and freshwater resources. DFO's Fish and Fish Habitat Protection Program (FFHPP) helps restore, conserve, and protect fisheries and aquatic ecosystems for future generations. FFHPP's Integrated Planning for Salmon Ecosystems (IPSE) Program is an initiative under DFO's Pacific Salmon Strategy Initiative (PSSI) which undertakes planning for salmon and steelhead freshwater ecosystems at a sub-regional scale in partnership with Indigenous groups and the Province of BC, and through collaboration with others who are working for the benefit of Pacific salmon and their habitats.
- 4.3 BC has lead responsibility for the stewardship and management of natural resources, including lands, waters, provincial fisheries, and wildlife. WLRS holds a mandate for the protection and restoration of wild salmon and freshwater fish. WLRS is also responsible for integrated land and natural resource management, including objective setting for land and marine environments, effectively managing cumulative effects, and advancing reconciliation with Indigenous peoples.

Membership:

- The Parties will appoint their members at their discretion.
- Parties are encouraged to appoint experienced representatives (minimum of 2 members from each of the Parties for each committee or technical team). Members should be chosen based on their technical expertise and experience and should be committed and available to attend scheduled meetings.
- Membership by the Parties will be evaluated on an annual basis and updated, as needed. Should a member not be able to attend a meeting they can appoint a

replacement at their discretion. If a member can no longer be available to attend meetings, a suitable replacement should be found immediately.

- Other agencies or organizations may be invited to participate in a meeting on a case-by-case basis if all the Parties agree (informally via email or phone call).
- Invitation of other agencies or organizations to be a permanent member of the Collaborative would need to be a formal decision at a Steering Committee meeting.

## **5.0 Geographic Area**

The Geographic Area (shown in **Appendix 1**) comprises all areas of the Thompson River watershed upstream of Ashcroft with a focus on current and potential anadromous salmonid habitats in all mainstem and tributary areas. The remainder of the Thompson River watershed downstream of this point will not be included in the Geographic Area.

## **6.0 Operating Principles**

- *Action Oriented* - The Collaborative will focus on identifying and prioritizing practical, realistic actions. The Collaborative may encourage the implementation of these actions, either through one of the Parties and their programs or staff or through accessing external funding and collaboration.
- *Collaboration, Cooperation and Respect* - The Collaborative will work together and with others collaboratively, cooperatively, and respectfully to share information and knowledge.
- *Transparency* - The Collaborative will operate in an open and transparent manner.
- *Confidentiality* - The Collaborative will keep internal deliberations confidential.

## **7.0 Structure**

### **7.1 Steering Committee**

A Steering Committee (SC) will be established by the Parties to lead the work of the Collaborative.

7.1.1 Roles & Responsibilities may include the following:

- Provides insight, advice, and guidance for the Collaborative;
- Reviews and approves materials prepared on behalf of the Collaborative prior to dissemination;
- Establishes and directs the tasks and timelines for Technical Working Groups;
- Facilitates effective and respectful relationship-building between the Parties;
- Identifies opportunities and shares information between the Parties (e.g., funding opportunities, research findings, etc.);
- Provides linkages with other relevant collaborations, partners and/or initiatives;

- Oversees the completion and implementation of an Integrated Salmon Ecosystem Plan;
- Facilitates internal communications between the Collaborative and the individual Parties;
- Facilitates internal meetings with the Technical Working Groups to plan and prepare workplans;
- Develop an external communication strategy;
- Develop a multi-year work plan with initial priorities;
- The SC may mutually appoint a Chair or Coordinator role for the duration of the Terms of Reference;
- The SC may establish advisory panels or similar structures to support the work of the TSSC. Advisory panels may comprise external subject matter experts from third parties.

#### 7.1.2 Process:

- Meetings will occur monthly or as required;
- Meetings will largely be conducted virtually. Where possible, opportunities will be sought for organizing at least one in-person meeting per year and members are encouraged to attend;
- Depending on available funding, SFC will provide a secretariat function (i.e., meeting logistics, minutes, reporting, information management, etc.) or hire a facilitator to support these functions. Summary minutes (i.e., key decisions and action items) will be recorded from all meetings and provided to the Parties for their records. An action item tracking process will be put in place;
- A quorum for meetings will be one representative present from each of the Parties. If a quorum is not present, then the meeting will be cancelled and potentially rescheduled.

## 7.2 Technical Working Groups

Technical Working Groups (TWGs) will be established by the Steering Committee to provide support for the work of the Collaborative. The following TWGs will be established; additional TWGs may be established as needed:

- Geospatial,
- Hydrology,
- Salmon Ecology and Restoration.

### 7.2.1 Roles & Responsibilities:

- Completes tasks as established and directed by the SC;
- Finalizes a draft TWG Terms of Reference for review and acceptance by the SC;
- Provide recommendations to the SC about the technical discipline of the TWG;
- Co-ordinates annual work plan or task list for the delivery of work that informs the Integrated Salmon Ecosystem Plan;
- The TWG Chair will facilitate their TWG meetings;
- The TWG Chair will assign the workload between the Parties of the TWG and identify a lead for each action item, with associated timelines, based on capacity and resources;
- The TWG Chair (or delegate(s)) will provide regular progress reports through the provision of summaries, briefings, reports and presentations upon request from the SC.

### 7.2.2 Membership:

- SC members will select TWG members from each of their respective Parties;
- The SC will select a Chair for each of the TWGs;
- Parties are encouraged to appoint action-oriented members with the relevant technical expertise (at least 2 members from each party as required and relevant);
- Participation from Secwépemc communities will be sought wherever possible and coordinated and administered by SFC.

### 7.2.3 Process:

- Each TWG will finalize a Terms of Reference and annual work plan/task list for review and acceptance by the SC;
- Meetings will occur at least quarterly or as required;
- In addition to participating at a technical level, DFO-IPSE will also provide a secretariat function, including supporting TWG chairs with agenda development, meeting minutes, reporting, and information management. DFO will be responsible for recording summary minutes (i.e., key decisions and tracking action items) from all meetings and providing them to the Parties for their records;
- A quorum for meetings will be one representative present from each of the Parties;
- The Parties may invite additional expertise from time to time as needed and as agreed upon with the SC.

## **8.0 Communication and Transparency**

The Collaborative will share recommendations, deliverables, and documents with other organizations involved in salmonid conservation and restoration actions. This may be done by email, by posting material on a website of one of the Parties, by creating a new website, or by other means as agreed to by the SC. A specific communications strategy may be developed by the Collaborative as needed.

## **9.0 General Provisions**

9.1 Decision-making will be by consensus, with the option to note dissenting views. Consensus decision-making is a process based on understanding multiple perspectives, for moving from individual positions to common interests. Consensus may not necessarily be unanimous agreement with all elements by all Parties, but simply the absence of objection. If a decision cannot be reached, the issue may be tabled until the following meeting, and it may be accompanied by actions to explore further options, do further analysis, or engage other perspectives. The Parties are committed to resolving any disputes that may arise amongst themselves.

9.2 The Collaborative is not legally binding and will not in any way:

- a) limit, restrict, constrain, or affect the Parties' participation in other discussions, negotiations, actions, or settlements;
- b) limit positions the Parties may take in any proceedings, discussions, or negotiations between the Parties, except as expressly contemplated in this Agreement;
- c) affect any jurisdiction, right, power, privilege, prerogative or immunity of any Party;
- d) alter the powers and duties established by any federal, provincial or Secwepemc Nation legislation or interfere with or fetter the exercise of the authority of any Party; or
- e) affirm, recognize, abrogate, or derogate from any asserted or established Aboriginal title and rights of the Secwepemc Nation.

9.3 The Collaborative will not be construed as fulfilling or altering any Crown duty to consult, or Secwépemc Nation consent for, any provincial or federal decision or action concerning salmonid conservation and restoration planning.

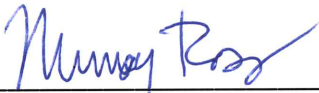
9.4 The Collaborative will respect the independent and separate roles and processes of the Secwépemc Nation and the provincial and federal governments concerning anadromous salmonid conservation and restoration activities.



- 9.5 The Collaborative will be in effect until March 31, 2026, from when the terms of reference are signed. The term of the Collaborative may be extended with the full agreement of all the Parties, in writing.
- 9.6 The Parties will review the terms of reference for the Collaborative prior to extension and make amendments, as necessary. Any amendments must be with the full agreement of all the Parties and in writing to be effective.
- 9.7 Any one Party may withdraw from the Collaborative by providing notice in writing to the other Parties. Such notice will become effective 90 days after delivery to all other Parties, to allow the Party providing notice time to try to resolve any issue or concern with the other Parties.


**10.0 Signatures of the Parties**

By signing below the Parties commit to participating in the Thompson-Shuswap Salmon Collaborative.

  
\_\_\_\_\_  
Murray Ross, Director

June 10, 2024  
Date

**Secwépemc Fisheries Commission (SFC)**

  
\_\_\_\_\_  
Alston Bonamis, Director – Fish and Fish Habitat Protection Program

June 6, 2024  
Date

**Fisheries and Oceans Canada (DFO)**

  
\_\_\_\_\_  
Lora Nield, Director of Aquatic Habitat

2024-06-05  
Date

**BC Ministry of Water, Land and Natural Resource Stewardship (WLRS)**

**Appendix 1: Map of the Thompson-Shuswap Salmon Collaborative Geographic Area**

