

# **Outfitter Quota Negotiation Procedures**

## **Negotiation Procedures for Renewable Resources Councils, Yukon Outfitters & the Yukon Government**

### **1. Statement of Intent**

This document was developed to ensure that Renewable Resources Councils, Outfitters and the Yukon Government have a standardized framework that will assist in the arrangement and conduct of outfitter quota negotiations. These procedures will create certainty for the outfitting industry by providing a timeline of events for the establishment of outfitter quotas and quota terms. These procedures also foster open communication between Outfitters, Renewable Resources Councils, the Yukon Government and the Yukon public.

### **2. Binding Procedures**

Renewable Resources Councils, Yukon Outfitters, and the Yukon Government shall abide by the *Outfitter Quota Negotiation Procedures*, the provisions of the *Outfitter Quota Guidelines*, the pertinent provisions of the *Wildlife Act* and the *Umbrella Final Agreement*.

### **3. Authority of the Procedures**

The Negotiation Procedures as set out in this document are a guide to the conduct and process that will be used when negotiating Yukon Outfitter quota allocations.

### **4. Preparation for Negotiations**

- a) Renewable Resources Councils, Yukon Outfitters and the Yukon Government shall initiate negotiation of outfitter quota allocations and quota terms during the second last year of the present quota term.
- b) The following are the procedures for preparations leading up to the negotiation:
  - (i) Yukon Government will remind the Renewable Resources Councils of their obligations to initiate a negotiation and the timelines associated with the negotiation by May 1<sup>st</sup> of the second last quota year;
  - (ii) before negotiations are initiated, the Renewable Resources Council shall provide written notification (the *"Initial Notification"*) to the

Outfitter by registered mail;

- (iii) the Renewable Resources Council shall send out the Initial Notification by June 1st of the 2<sup>nd</sup> last quota year and propose a date for quota negotiations; and
- (iv) in the absence of a Renewable Resources Council, the Yukon Government shall provide the “Initial Notification” to the Outfitter.

d) The Initial Notification shall include:

- (i) a statement advising the affected parties that a quota negotiation is required; and
- (ii) a projected timeline of events from the negotiation preparations to the end of the negotiation.

## **5. The Negotiation Date**

- a) The Renewable Resources Council shall contact the Outfitter and Yukon Government no later than June 1st of the second last quota year to establish the earliest possible negotiation date. This contact shall occur by registered letter and a follow-up phone call. Contact shall be confirmed by response from the Outfitter within ten (10) business days of receipt of notification.
- b) The Yukon Government shall establish the meeting date in the absence of consensus amongst the parties, providing reasonable opportunities for all parties to be present.
- c) The Renewable Resources Council shall provide written notice of the negotiation date (the “Negotiation Date Notice”) to the representatives of the Renewable Resources Council, the Outfitter and the Yukon Government at least thirty (30) calendar days prior to the negotiation. The Negotiation Date Notice shall be sent by registered mail and include:
  - (i) a statement advising the Renewable Resources Council(s), the Outfitter and the Yukon Government of the date, time and location of the negotiation;
  - (ii) a copy of the “Outfitter Quota Negotiation Procedures”;
  - (iii) a copy of the “Guidelines to Establish Outfitter Quotas”; and
  - (iv) a copy of the “Conflict of Interest and Confidentiality Agreement” (*Appendix A*).

## 6. Location of Negotiations

Reasonable efforts will be made by the parties to conduct the negotiation in the community of the Renewable Resources Council for the Traditional Territory that is most greatly affected by the hunting activities of the Outfitter, unless otherwise agreed by the parties."

## 7. Attendees at Negotiations

To create an environment of equitable representation in the negotiations, the Outfitter, the Yukon Government and the designated Renewable Resources Council members shall be present at the negotiation for its full duration as follows:

- a) Where an Outfitter's concession is within one traditional territory:
  - (i) for the Outfitter, up to two people including the Outfitter;
  - (ii) for the Yukon government, up to two people; and
  - (iii) for the Renewable Resources Council, two representatives from that Council.
  
- b) Where an outfitter's concession overlaps two or more traditional territories:
 

by October 1<sup>st</sup> of the second last quota year, the affected Renewable Resources Councils will identify amongst themselves a representative group to participate in the negotiations process and the means by which the Renewable Resources Councils shall consult with one another and their respective representatives. This representative group shall not exceed one person per Renewable Resources Council and will operate on a consensus basis.
  
- c) In the event that the Renewable Resources Council(s) does not discharge its responsibilities, the Minister may delegate its responsibilities to the Yukon Fish and Wildlife Management Board, as outlined in section 16.6.16 of the *Umbrella Final Agreement*.
  
- d) Where there is no Renewable Resources Council, local committees should be established on the following basis:
  - (i) no more than one (1) representative selected by each directly affected First Nation;
  - (ii) no more than one (1) representative residing within the affected traditional territory(ies) selected by the Yukon Government;
  - (iii) the local committee shall not exceed four (4) people in total; and

- (iv) the local committee shall abide by the procedures outlined in this document to the extent possible.
- e) In the event that no local committee can be established within the prescribed timelines, negotiations will be conducted between the Outfitter and the Yukon Government.
- f) The Renewable Resources Council(s) will select a Chair.
- g) Additional people may attend in a support capacity where their role is fundamental to the success of the meeting, for example, record-taking or translation services. These support people shall not be active participants in the negotiation and shall sign the confidentiality agreement. Any additional people may attend with the consent of all parties established no less than 3 days prior to the meeting.

## **8. Status of Negotiations**

Negotiations shall be held in private unless the Outfitter and the Renewable Resources Council(s) and the Yukon Government unanimously agree to open the negotiation meeting to the public no less than three (3) days prior to the meeting.

## **9. Adjournment (*Cancellation*)**

- a) Any party may make a request to the other two parties for an adjournment of a scheduled negotiation no less than ten (10) days prior to the negotiation date.
- b) The other two parties will assess the request for adjournment and determine if an adjournment is necessary or reasonable.
- c) The decision-making parties shall notify the party requesting the adjournment of their decision.
- d) If an adjournment is granted, all parties shall have ten (10) days from the original negotiation date to confirm a new negotiation date.
- e) All three parties can agree to postpone a meeting outside of the above clauses under exceptional circumstances.

## **10. Information Submitted before the Negotiation.**

- a) The required information will be presented in writing and will be provided to each negotiating party in the format listed in sections 10 (c), (d) and (e).
- b) The following are the procedures for the submission of required information:

- i) Renewable Resources Council(s), the Outfitter and the Yukon Government shall provide their written information thirty (30) days prior to the negotiation date. This information shall be treated as confidential by all parties;
  - ii) the content and length of the written submissions are at the discretion of the parties. All written submissions must be typewritten or in legible handwriting; and
  - iii) if a party has no concerns or issues to be raised, they shall state this in writing.
- c) The Renewable Resources Council(s) shall provide the following information to the other parties:
  - (i) First Nations wildlife harvest: estimated and/or reported;
  - (ii) any concerns and interests that the Renewable Resources Council(s) may have regarding the Outfitter's previous quota and/or quota term;
  - (iii) any population information the Renewable Resources Council(s) may have based on local knowledge or on community-based-on-the-ground surveys; and
  - (iv) any concerns and interests that may have been raised by the community or First Nations regarding the Outfitter's quota and/or quota term in relation to renewable resources management.
- d) The Outfitter shall provide the following information to the other parties:
  - (i) a proposal for a quota;
  - (ii) any concerns and interests that the outfitter may have with regards to his/her previous or future quota term(s);
  - (iii) Outfitter estimates of wildlife populations and population trends in the concession; and
  - (iv) any other relevant concerns and interests.
- e) The Government shall provide the following information to the other parties:
  - (i) any concerns and interests the government may have in regards to the conservation and sustainable use of wildlife and/or habitat based on the following criteria:

- wildlife productivity, abundance and distribution
  - habitat quality
  - changes in wildlife populations
  - harvesting and utilization of the harvest
  - other uses of wildlife
- (ii) any other issues or concerns that have been brought to the attention of the Yukon Government;
  - (iii) resident and non-resident harvest numbers for the previous and current quota term; and
  - (iv) the best available population information and estimates for wildlife in the concession.

## 11. Information Provided at the Negotiation

The Outfitter's harvest management plan shall be presented during the negotiation meeting. In the event that negotiations are not concluded, any written copies of the harvest management plan shall be returned to the Outfitter prior to the meeting being adjourned.

## 12. Conduct of a Negotiation

The following are the procedures of conduct during negotiations;

- (i) the Renewable Resources Council(s) shall determine at least ten (10) days prior to the negotiation the Chair who shall preside over the negotiation in order to maintain the order and smooth conduct of the negotiation and good decorum. The Chair of the meeting presides over the meeting and does not participate as a negotiator;
- (ii) before a negotiation begins all participating individuals shall read and sign the *Conflict of Interest and Confidentiality Agreement (Appendix A)*. Negotiation proceedings will remain confidential. In the event of a breach of the *Conflict of Interest and Confidentiality Agreement*, the parties shall meet to discuss the breach and possible remedies;
- (iii) *Conflict of Interest and Confidentiality Agreements* that have been signed shall be kept on file with the Government of the Yukon until

there is a quota agreement signed by all parties as defined by Section 14; and

- (iv) upon the conclusion of an oral representation, the other parties shall have an opportunity to ask questions and request clarifications.

### **13. Truth and Accuracy**

Any person providing information or making representations during a negotiation shall do so truthfully and accurately.

### **14. Conclusion of Negotiations**

A negotiation for a species of wildlife shall be concluded once the Outfitter, the Renewable Resources Council(s) and the Yukon Government unanimously agree and sign-off the quota allocation and quota term for that species.

### **15. Outcomes of the Negotiation**

- a) Once a negotiation has been concluded and all parties have agreed to a quota allocation and term, the results of those negotiations (“the Outfitter Quota Agreement”) shall be, wherever possible, written-up and signed by the parties attending the meeting. Otherwise, the Outfitter Quota Agreement shall be signed by all parties and returned to the Yukon Government within ten (10) business days.
- b) The Outfitter Quota Agreement and the terms of that agreement shall be confidential until such time as the Outfitter Quota Agreement has been signed by all parties.
- c) For greater certainty, the Outfitter Quota Agreement shall not include voluntary undertakings agreed to by the Outfitter.
- d) When a public request for information associated with an Outfitter’s quota or quota term is received by the Yukon Government or the Renewable Resource Council(s), the Outfitter shall be notified of the request.
- e) The Outfitter Quota Agreement shall be made available to the public by the Yukon Government and only upon request.
- f) If an agreement cannot be concluded between the Renewable Resources Council(s), the Outfitter and the Yukon Government within ninety (90) days of the commencement of negotiations (“the negotiation date”), the Outfitter may initiate an appeal to the Outfitter Quota Appeal Committee. When the parties agree that

negotiations have broken down, the Outfitter need not wait for the 90 day period to expire before initiating an appeal. With mutual agreement of all the parties, a record of decisions from the negotiation or correspondence from the parties shall suffice as indication that the negotiations cannot reach agreement.

## **16. Conflict of Interest**

- a) Renewable Resources Council members and the Yukon Government officials involved with a negotiation shall state any interests of a personal or professional nature that may be considered a conflict of interest for the purposes of the negotiation of outfitter quotas and quota terms.
- b) If a conflict of interest is apparent, the individual(s) in question shall abstain from the negotiation process.
- c) All parties and others privy to information circulated as provided for in section 10.0 shall read and sign the "*Conflict of Interest & Confidentiality Agreement*" before they can participate in an Outfitter quota negotiation.

## **17. Records of Negotiations**

- a) An audio recording shall be kept of all negotiations. The negotiations shall be recorded and the record kept by the Yukon Government.
- b) A record of decisions shall be prepared by the Renewable Resources Council. In the absence of a Renewable Resources Council, the Yukon Government shall prepare the record of decisions.
- c) A record of decisions shall be circulated within ten (10) business days of the meeting.
- d) Once the negotiations have concluded and a final agreement has been reached the Government shall provide the Outfitter and the Renewable Resources Council(s) with the following:
  - (i) a copy of the Outfitter Quota Agreement;
  - (ii) a record of decisions; and
  - (iii) an audio recording (if requested).

## Appendix A

**Outfitter Quota Negotiation****Conflict of Interest & Confidentiality Agreement**

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**PLEASE READ CAREFULLY AND SIGN IN THE SPACES PROVIDED.****Conflict of Interest**

The Yukon Government and Renewable Resources Council(s) participants in the negotiation shall be required to demonstrate that they are not in a position of conflict of interest with regard to the quota negotiation. In this regard, they shall specify any involvement with the Outfitter participating in the proceeding. If these persons have done any work for the Outfitter or personally benefited from a relationship with the Outfitter within the previous three (3) years, when and in what capacity should be specified. Persons in a position of conflict of interest may be disqualified from participation in the negotiation, unless otherwise agreed by the Outfitter.

For example, a person would declare a conflict of interest and remove themselves from a negotiation process if they are employed by the Outfitter or enjoy a financial benefit from their relationship with the Outfitter.

**Confidentiality**

The information and documentation in a negotiation is considered confidential. As a participant in a negotiation you cannot disclose any information to anyone until the information and/or documentation has been deemed public information.

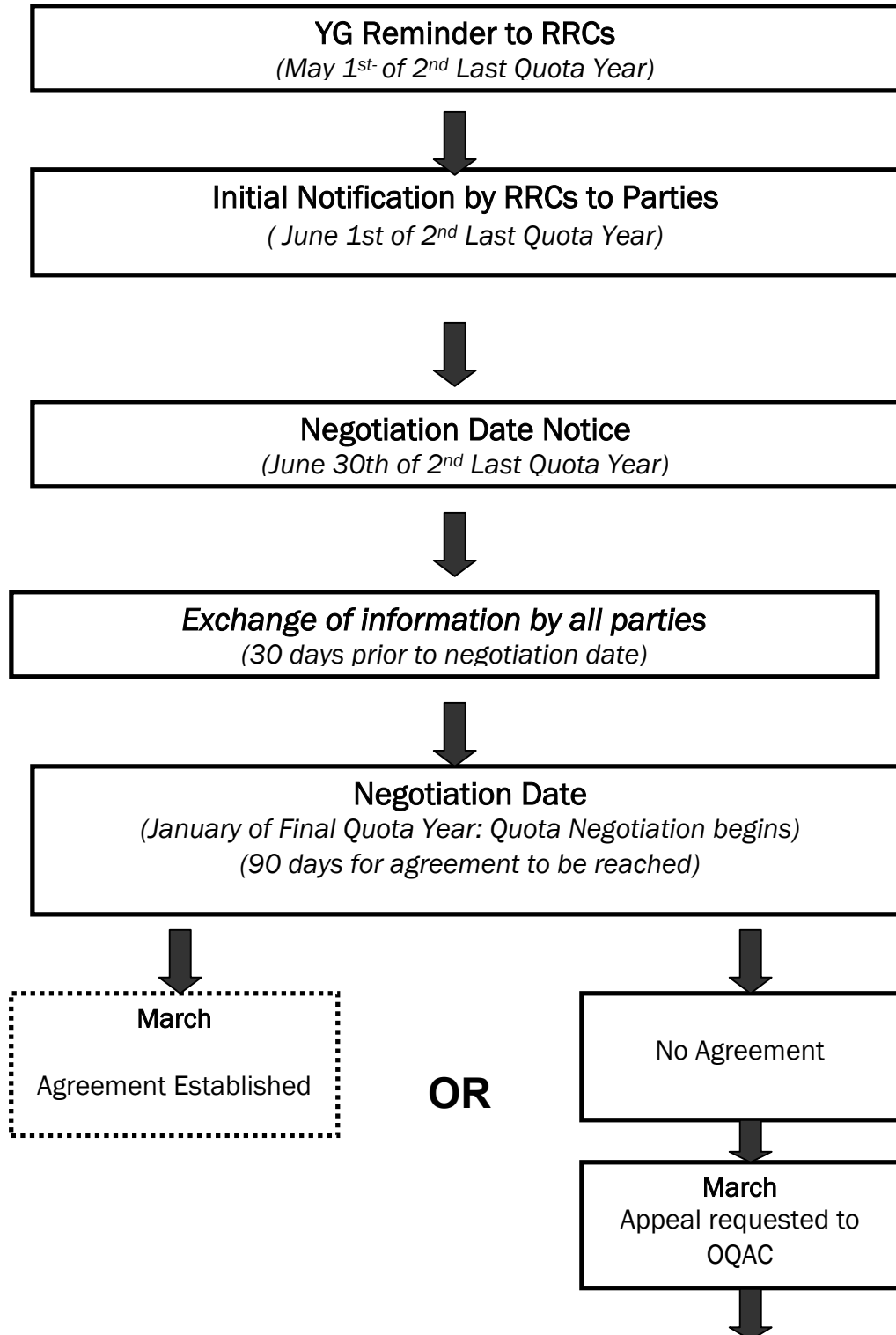
For example, you cannot disclose any information to anyone about the conduct of a negotiation, the discussions that took place, the results of the negotiation or the issues that were discussed during a negotiation.

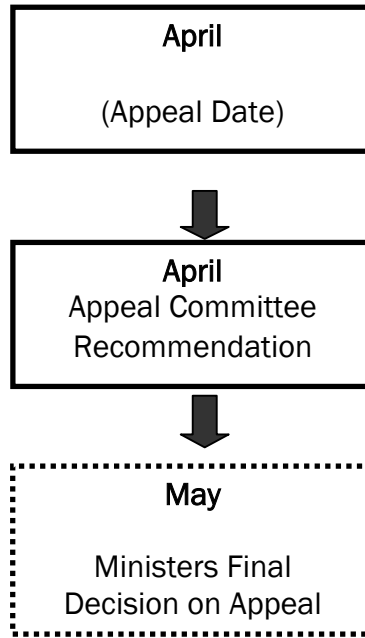
I, THE UNDERSIGNED, promise that I will faithfully and honestly fulfill my obligations with respect to the present quota negotiation process

\_\_\_\_\_. I will not divulge any information and/or materials related to this matter to any unauthorized persons. I will treat all documentation with the utmost confidentiality. I also declare that I am not associated with any of the affected parties in this matter through a business, employment or personal relationship (immediate family) in a manner that would influence or appear to influence the fairness of the negotiation.

**Name:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_

## Appendix B

**Outfitter Quota Negotiation Timeline**



## Appendix C

**Outfitter Quota Appeal Process Timeline**