

COMPREHENSIVE FISHERIES AGREEMENT

BETWEEN: Her Majesty the Queen in Right of Canada as represented
by the Minister of Fisheries and Oceans

AND: Carrier Sekani Tribal Council for and on behalf of the First
Nations which it represents

Signed on: July 2, 2004

Duration: April 1, 2004 to March 31, 2008

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COMPREHENSIVE FISHERIES AGREEMENT

This Comprehensive Fisheries Agreement made

BETWEEN: Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND: Carrier Sekani Tribal Council for and on behalf of the First Nations which it represents (hereinafter called the "Aboriginal Organization")

OF THE SECOND PART

WHEREAS existing Aboriginal and treaty rights are recognized and affirmed in section 35 of the *Constitution Act, 1982*;

AND WHEREAS the Parties are both interested in the conservation, protection and management of fisheries resources in the area described in Schedule A hereto, hereinafter called the "Area";

AND WHEREAS in entering into this Agreement, the Parties are not seeking to determine the existence, nature or scope of Aboriginal or treaty rights but rather are seeking to provide for the orderly management of the fisheries and the involvement of the Aboriginal Organization in the management, protection and enhancement of fisheries resources and fish habitat in the Area;

AND WHEREAS the Parties confirm their commitment to a relationship based upon mutual respect and understanding;

NOW THEREFORE the Parties agree as follows:

Purpose

1. The purpose of this Agreement is to provide for the orderly management of the fisheries and the involvement of the Aboriginal Organization in the management, protection and enhancement of fisheries resources and fish habitat in the Area.

Definition

2. In this Agreement:

'Aboriginal Affairs Advisor' means a DFO manager having responsibilities that are focused on Aboriginal issues;

'Aboriginal Fisheries Catch Monitor' means a person appointed by a First Nation as an Aboriginal Fisheries Catch Monitor;

'AFS' means the Aboriginal Fisheries Strategy administered by DFO;

'Agreement' means this Agreement, including the Schedules and Appendices attached to it;

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'Allowable Costs' means costs described in Appendix 1 to Schedule F-1 and approved by DFO that are incurred by and are paid or payable by the Aboriginal Organization during the Fiscal Year in carrying out the Project, but does not include any Goods and Services Tax (GST) or Harmonized Sales Tax (HST) paid in relation to those costs for which the Aboriginal Organization may claim reimbursement or exemption;

'Balance' means the total amount received by the Aboriginal Organization from DFO under this Agreement, less the total amount paid or payable by the Aboriginal Organization towards Allowable Costs at the relevant date;

'C&P' means the Conservation and Protection sector of DFO;

'Capital Acquisition' is a tangible asset that is purchased, constructed, developed or otherwise acquired by the Aboriginal Organization with AFS funding, at a price of FIVE HUNDRED DOLLARS (\$500.00) or more before taxes, having a useful life extending beyond one Fiscal Year and is intended to be used for the purpose of carrying out projects agreed to by the Parties;

'Communal Licence' means any communal fishing licence referred to in Schedule B-1;

'Contribution' means the amount referred to in subsection 1(a) of Schedule F-1;

'Final Report' means a report provided by the Aboriginal Organization in accordance with subsection 4(c) of Schedule F-1;

'First Nation' means one of the First Nations;

'First Nations' means the following bands:

- (a) Wet'suwet'en First Nation;
- (b) Burns Lake Indian Band;
- (c) Nak'azdli Indian Band;
- (d) Stelat'en First Nation; and
- (e) Takla Lake First Nation ;

'Fiscal Year' means the twelve-month period beginning with April 1 of a year and ending with March 31 of the next year;

'Fishery Enforcement Officer' means a person designated as a fishery officer or fishery guardian under section 5 of the *Fisheries Act*, R.S.C. 1985, c. F-14 and may include a fishery officer, Aboriginal fisheries officer, RCMP officer, conservation officer and an Aboriginal Fisheries Guardian;

'FSC Fishery' means the food, social and ceremonial fishery described in Schedule B-1;

'Interim Report' means a report provided by the Aboriginal Organization in accordance with subsections 4(a) and 4(b) of Schedule F-1;

'Minister' means the Minister of Fisheries and Oceans;

'month' means a calendar month or part of a calendar month;

'Parties' means Carrier Sekani Tribal Council and DFO;

'Project' means the activities conducted by the Aboriginal Organization as described in Schedule G-1;

'RDG' means the Regional Director General of DFO; and

'Schedule' means a Schedule to this Agreement and any attached Appendices.

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Interpretation

- 3(a) This Agreement:
- (i) does not, and is not intended to, define or extinguish any Aboriginal or treaty rights and is not evidence of the nature or extent of any Aboriginal or treaty rights;
 - (ii) is made without prejudice to the positions taken by either Party with respect to Aboriginal or treaty rights;
 - (iii) is not a land claims agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982*; and
 - (iv) does not affect any Aboriginal or treaty rights of any other Aboriginal group.
- 3(b) The subject matter of this Agreement may become the subject of treaty negotiations between the federal Crown and the Aboriginal Organization and that should this occur, the value of any benefit that has been obtained by the Aboriginal Organization through this Agreement may be considered in those negotiations and, if the Aboriginal Organization agrees, may be listed in the resulting treaty as partial fulfillment of the federal Crown's responsibilities under the treaty.

Schedules

- 4(a) The following Schedules form part of this Agreement:

Schedule A	Area (Where the Fishery and Project Take Place)
Schedule B-1	Food, Social and Ceremonial Fishery
Schedule C-1	Commercial Fisheries Access
Schedule D-1	Joint Technical Fisheries Committee
Schedule E-1	Aboriginal Fisheries Guardians
Schedule F-1	Financial Assistance
Schedule G-1	Project Summary

- 4(b) Where an additional schedule is added to this Agreement, the additional schedule will bear the same letter as the schedule to which it relates and will be numbered in chronological order (For example, "Schedule B-2"). A reference to Schedule B, C, D, E, F or G means Schedule B-1, C-1, D-1, E-1, F-1 or G-1 and any schedules that have been added in this Agreement and bear the same letter.

Cooperative Management, Allocation Transfer Program, and Funding

- 5(a) The Parties agree to comply with the provisions of this Agreement, including provisions pertaining to financial assistance described in Schedule F-1, and will work together in good faith to implement this Agreement and to share information pertinent to the management of the fisheries.
- 5(b) The Parties agree to participate in the development of a Fraser River Watershed management process designed to coordinate fisheries related activities of the Parties in order to provide for a coordinated approach to the management of fisheries and to the conservation, protection and enhancement of fish and fish habitat within the Watershed.
- 5(c) In accordance with section 40 of the *Financial Administration Act*, R.S.C. 1985, c. F-11, payment under this Agreement is subject to there being an appropriation for the Fiscal Year in which any commitment under this Agreement would come due for payment.
- 5(d) Subject to subsections 5(c), and 5(e) to 5(h), DFO will, in each of the Fiscal Years 2005-2006, 2006-2007 and 2007-2008, provide assistance in the amount of Four Hundred and

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Forty Thousand, Sixty-four DOLLARS (\$440,064.00) to the Aboriginal Organization to help finance the Project.

- 5(e) DFO will not provide the assistance referred to in subsection 5(d) for a Fiscal Year until after DFO and the Aboriginal Organization agree upon the portion of the assistance that will consist of money and the nature and value of the other forms of assistance to be provided in the Fiscal Year, and the Project to which the assistance will be applied.
- 5(f) The costs on which the funds referred to in subsection 5(d) must be incurred in the Fiscal Year that the associated financial assistance is provided.
- 5(g) Where the Parties agree, any amount of money that DFO provides under this Agreement, to help finance the Project activities, will decrease if economic opportunities under the Allocation Transfer Program are provided.
- 5(h) The Aboriginal Organization will, before any Communal Commercial Licences are issued to it under the Allocation Transfer Program, provide DFO with a business plan.

Debts Owing the Crown

- 6. The Aboriginal Organization must declare if any amounts are owing to the federal government under any legislation or other contribution agreements. Such amounts owing to the government may be set off against payments due under this Agreement.

Confidentiality

- 7. Subject to subsection 13(b), DFO will respect the confidentiality of any information provided to, or shared with, DFO in confidence.

Technical Standards

- 8. Any activities carried out by or on behalf of the Aboriginal Organization and any members of the Aboriginal Organization under this Agreement will be carried out in accordance with standards established jointly by the Parties.

No Employee Relationship, Agency Relationship or Assignment

- 9(a) Nothing in this Agreement, nor any acts of the Aboriginal Organization or a First Nation or of DFO, will constitute or be deemed to constitute DFO as the employer of any member of the Aboriginal Organization or a First Nation carrying out activities as described in this Agreement.
- 9(b) Nothing in this Agreement, nor any acts of the Aboriginal Organization or a First Nation or of DFO, will constitute or be deemed to constitute the Aboriginal Organization or a First Nation as an agent of DFO or DFO as an agent of the Aboriginal Organization or a First Nation.
- 9(c) Neither Party will at any time hold itself out as acting as an agent of the other Party.
- 9(d) The Aboriginal Organization will not assign this Agreement or any part of it.

Conflict of Interest

- 10(a) No member of the House of Commons will be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

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- 10(b) No individual for whom the post-employment provisions of the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions. The Aboriginal Organization will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

Lobbyists Registration

11. The Aboriginal Organization will ensure that any person lobbying on its behalf is registered under the *Lobbyists Registration Act*, R.S.C. 1985, c. 44 (4th supp.).

Indemnification and Insurance

- 12(a) The Aboriginal Organization will indemnify and save harmless Her Majesty the Queen in Right of Canada, and Her Ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Aboriginal Organization or any of the First Nations, its officers, members, employees, agents, contractors, or anyone for whom the Aboriginal Organization or any one of the First Nations is responsible in law or any or all of them, in carrying out this Agreement or any part of it.
- 12(b) DFO acknowledges that it is liable for the actions of DFO employees and servants in accordance with the *Crown Liability and Proceeding Act*, R.S.C. 1985, c. C-50.
- 12(c) The Aboriginal Organization will purchase, provide and maintain insurance, including third-party liability insurance, suitable to its own requirements and to the activities carried out by it, the First Nations and the members of the First Nations under this Agreement.

Acts and Regulations

- 13(a) Where the Project, or any part of it, requires an environmental assessment under the *Canadian Environmental Assessment Act*, S.C. 1992, c.37, DFO will fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Agreement. Should the Project, or any part of it, change after the environmental assessment is completed, the Aboriginal Organization will immediately provide DFO with a detailed description of the changed Project. If this changed Project description meets with DFO's approval and the changed Project requires an environmental assessment under the *Canadian Environmental Assessment Act*, DFO will fulfil its responsibilities under the *Canadian Environmental Assessment Act* before any advances, reimbursements or payments can be made under this Agreement.
- 13(b) Any information to be provided by or to DFO or shared by or with DFO under this Agreement will be subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and the *Privacy Act*, R.S.C. 1985, c. P-21.
- 13(c) Where the Aboriginal Organization carries out activities under this Agreement, the Aboriginal Organization will comply with the *Fisheries Act* and regulations and will ensure that any authorizations required under subsection 35(2) of the *Fisheries Act*, and any other authorizations required by law, are obtained prior to the commencement of any activities. The Aboriginal Organization will also ensure that the activities are conducted in accordance with those authorizations.
- 13(d) Nothing in this Agreement affects any applicable federal or provincial requirement with respect to the conservation and protection of fish and fish habitat or to the processing of fish.

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- 13(e) Nothing in this Agreement affects any applicable federal requirement under the *Species at Risk Act*, S.C. 2002, c.29.

Amendment

14. The Parties may amend this Agreement but such amendment will have no force or effect unless made in writing and signed by both Parties.

Effect, Duration and Termination

- 15(a) This Agreement sets out the entire agreement and understanding between the Parties.
- 15(b) This Agreement will replace all other understandings and agreements between the Parties with respect to the matters addressed by this Agreement.
- 15(c) The obligations of the Aboriginal Organization under subsection 12(a) will survive the termination of this Agreement. For greater certainty, this provision does not extend any applicable limitation periods in federal legislation.
- 15(d) This Agreement will come into force on execution by both Parties and, subject to subsections 15(e) to 15(g), will terminate on March 31, 2008 or on the date this Agreement is replaced by a treaty, whichever is the earlier.
- 15(e) This Agreement, or a Schedule to this Agreement, may be terminated by either Party on six (6) months notice in writing to that effect given to the other Party.
- 15(f) Notwithstanding subsection 15(e), this Agreement, or a Schedule to it, may be terminated for non-compliance with this Agreement, or the Schedule immediately on notice in writing to that effect given to the other Party.
- 15(g) A First Nation may advise DFO that the Aboriginal Organization no longer acts for and on behalf of the First Nation by sending a notice in writing to that effect to DFO. Where DFO receives such a notice, DFO will meet with the Aboriginal Organization and the First Nation giving notice. After the meeting, the Parties may amend this Agreement or, notwithstanding subsection 15(e), DFO may terminate this Agreement immediately on notice in writing to that effect to the Aboriginal Organization.

Issue Resolution

- 16(a) If any issue arises under this Agreement that is not readily resolved by the Parties, the immediate supervisor of the representative from the Party raising the issue will provide a written description of the issue to the immediate supervisor of the representative of the other Party. The supervisors will attempt, in a timely manner, to resolve the issue.
- 16(b) If the issue remains unresolved, DFO's local area Resource Manager, Assistant Resource Manager or other staff member responsible for implementation of this Agreement, will be provided with the written description of the issue and will meet with the Parties' field representatives to attempt to resolve the issue.
- 16(c) If the issue remains unresolved the Parties will arrange a meeting with the Joint Technical Fisheries Committee and the local Aboriginal Affairs Advisor for the area to attempt to resolve the issue.
- 16(d) If the issue remains unresolved, the local Aboriginal Affairs Advisor will discuss the matter with the responsible DFO managers and the DFO staff directly involved, and will arrange to meet with senior representative of the Aboriginal Organization to attempt to resolve the issue.

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- 16(e) If the issue remains unresolved, the Parties will refer the matter, with written details, to the RDG for review. Representatives of the Aboriginal Organization will have an opportunity to meet directly with the RDG to discuss the issue if they wish. On completion of the review, the RDG will notify the Aboriginal Organization in writing of the RDG's decision and the reasons for the decision.
- 16(f) At any point prior to referring the issue to the RDG, the Parties may agree to seek the services of a mediator or facilitator to assist in resolving the issue. Costs for the mediator or facilitator will be shared equally by the Parties.
- 16(g) After the fishing season, the Parties will review any issues dealt with through this issue resolution process and document any recommendations for resolving similar issues in a more effective way. The Joint Technical Fisheries Committee may be used to assist in this final step.

Notices and Representatives

- 17(a) Email, and other forms of delivery noted below, may be used to communicate, except as otherwise provided in this Agreement. Where any notice, request, information or other communication is required under this Agreement that must be signed to be legally binding (including documentation required to manage fisheries), such documentation will be in writing and delivered personally, by courier, regular mail or facsimile and will be addressed to the Party at the address or number set out below:

To DFO:

Department of Fisheries and Oceans
 Stn #13 - 194
 200 Kent Street
 Ottawa, Ontario
 K1A 0E6

Attention: Director General
 Aboriginal Policy and Governance Branch

Telephone: (613)991-0181
 Facsimile: (613)993-7651

To the Aboriginal Organization:

Carrier Sekani Tribal Council
 2ND Floor, 1460 6th Avenue
 Prince George, B.C.
 V2L 3N2

Attention: Harry Pierre, Tribal Chief

Telephone: (250)562-6279
 Facsimile: (250)562-8206

- 17(b) A notice, request, direction, information or other communication will be deemed to have been received the following business day if sent by courier, e-mail, facsimile or delivered in person, or five days after the posting if sent by regular mail.
- 17(c) A Party may change its representative, address or telephone or facsimile number by giving written notice of the change to the other Party.

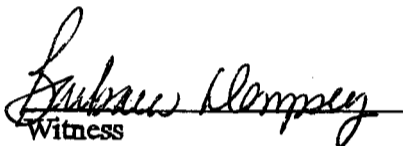
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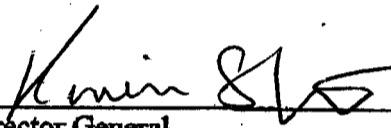
Ratification

- 18(a) The Aboriginal Organization warrants that the representative who execute this Agreement on behalf of the Aboriginal Organization has authority to bind the members of the Aboriginal Organization and the members of the First Nations.
- 18(b) The representative who executes this Agreement on behalf of DFO has authority to enter into this Agreement on behalf of, and to bind, DFO.
- 18(c) Execution of this Agreement by the representative referred to in subsection 18(a) constitutes ratification of this Agreement by the Aboriginal Organization and the First Nations.
- 18(d) The Aboriginal Organization will inform the members of the First Nations of the contents of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized on their behalf this 2 day of July, 2004.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Director General, Aboriginal Policy and Governance Branch


Witness



Director General
Aboriginal Policy and Governance Branch
Department of Fisheries and Oceans

Carrier Sekani Tribal Council by its duly authorized representative


Witness

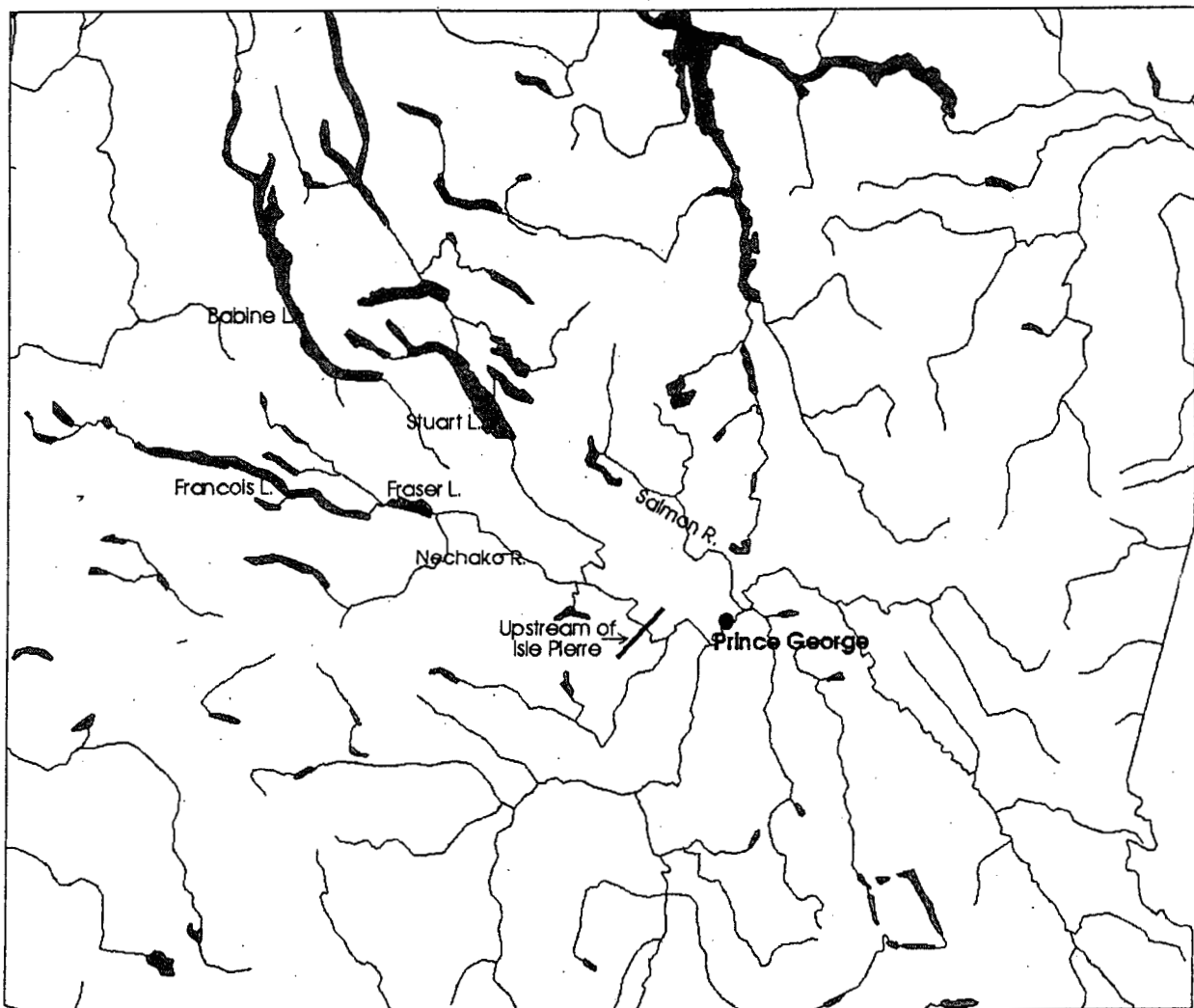


Harry Pierre, Tribal Chief



SCHEDULE A

Area



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SCHEDULE B-1

Food, Social and Ceremonial Fishery

Species and Quantity

- 1(a) DFO and the Aboriginal Organization will meet to jointly develop a harvest plan for salmon for 2004 to describe the species and maximum quantities. If by June 1, 2004, the Parties have not reached agreement on the harvest plan, DFO will issue a Communal Licence to the Aboriginal Organization based on any provisions agreed to as set out in section 2 below.
- 1(b) Any quantity of each species of salmon set out in a Communal Licence associated with this Agreement includes any fish of that species taken as by-catch where fishing is directed against salmon or against any other species of fish

Fishing Plan

- 2(a) DFO agrees to manage the various fisheries, based on the principle of Aboriginal fisheries having highest priority of access after conservation, with the goal of providing the Aboriginal Organization with a reasonable opportunity to catch fish in accordance with this Schedule and the Communal Licence.
- 2(b) The Parties agree that the quantity of fish set out in Communal Licences, issued to the Aboriginal Organization, on behalf of the First Nations it represents may be fished in accordance with the following plan:
- (i) Location:
- (A) persons designated to fish by the Stellat'en First Nation may fish on the west end of Fraser Lake;
 - (B) persons designated to fish by Nak'azdli Band Council may fish on the east end of Stuart Lake;
 - (C) persons designated by the Takla Lake First Nation may fish on Takla Lake; and
 - (D) other area(s) that may be identified at a later date and agreed to by the Parties;
- (ii) Dates and Times:
June 01, 2004 to December 30, 2004;
- (iii) Fishing Gear set at the location(s) and in the manner specified:
- (A) Gillnets may be used in all locations described in paragraph 2(b)(i). Gillnets may not exceed sixty (60) feet (18.29 M) in length in any river and one hundred (100) feet (30.49 M) in length in any lake where fishing is authorized by the Communal Licence. Fishing with gill nets is not permitted in any tributary stream.
 - (B) A harvest of sockeye salmon from the Stellako counting fence is permitted under a stock harvest management plan agreed to between DFO and the Stellat'en First Nation;

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- (iv) Number of Fishing Gear/Type per designated person:
One gillnet only is permitted per designated person fishing;
- (v) Maximum number of Fishing Gear/Type at any one time:
One gillnet only is permitted to be used at any one time by a designated person;
- (vi) Gear Marking:
All nets must be marked with a float attached to one end thereof, bearing the name of the person fishing and the designation card number;
- (vii) Catch Monitoring, Record Keeping and Reporting:
After determining with DFO the specific catch and effort data and format, the Aboriginal Organization will report the data by e-mail to the appropriate DFO personnel on Monday of each week during the fishing period or as agreed to by the Parties.

- 2(c) The RDG may, by order, vary the waters in which, or the dates and times on which, a designated person may fish.
- 2(d) DFO may, for the purposes of conservation and protection of fish, amend the conditions of the Communal Licence.
- 2(e) No variations or amendments described in subsections 2(c) and 2(d) will be implemented unless DFO has first consulted with the Aboriginal Organization, except where circumstances require immediate action, in which case DFO will meet with the Aboriginal Organization at the first available opportunity, to discuss the reasons for the action taken.
- 2(f) Where DFO and the Aboriginal Organization have entered into a consultation protocol, the Parties agree to follow the procedures outlined in the protocol.
- 2(g) The Parties have developed a monitoring and enforcement protocol, attached as Appendix 1 to assist them in conducting monitoring and enforcement activities pursuant to this Agreement.

Disposition of Fish

- 3(a) The Aboriginal Organization agrees that the fish referred to in subsection 1(a) are for food, social and ceremonial purposes and may not be sold, traded or bartered.
- 3(b) For greater certainty, subsection 3(a) does not preclude the traditional exchange or distribution of fish or fish products within and between Aboriginal communities.

Licensing

- 4(a) For management purposes, DFO will issue to the Aboriginal Organization a Communal Licence to catch the species and quantity of salmon that will reflect the provisions outlined in this Schedule. The Communal Licence may be issued as one or more licences relating to a particular species, area or period of time.
- 4(b) During the term of this Agreement, the Aboriginal Organization agrees to manage fishing by the First Nations and their members to fishing as set out in this Schedule and the rest of this Agreement. In the event that the Aboriginal Organization identifies an increase in the food, social and ceremonial needs of the First Nations and their members, during the fishing season, the Parties will review the quantities specified in the Communal Licence

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issued to the Aboriginal Organization and, if agreed by the Parties, DFO will amend the Communal Licence. The quantities of salmon reflected in the Communal Licence are subject to consultation each year, at which time the needs of the First Nations and their members and conservation requirements will be reviewed by the Parties.

- 4(c) Notwithstanding subsection 4(b), nothing in this Schedule or the Communal Licence will prevent the First Nations and their members from fishing under the authority of any other licence issued under the *Fisheries Act* and regulations.

Designation to Fish

- 5(a) The Aboriginal Organization has designated all members of the First Nations to fish in the FSC Fishery. If the Stellat'en First Nation, Nak'azdli Band Council or Takla Lake First Nation chooses to designate additional persons to fish, it will issue such persons a designation document. Each document will be personal and non-transferable and will bear a unique number and the name of the person designated.
- 5(b) No person other than a designated person may participate in the FSC Fishery.

Withdrawal of Designation and Amendments

- 6 The Aboriginal Organization, or member First Nation, may withdraw or amend the designation of a person who was designated to fish in the FSC Fishery and will notify DFO in writing that the person is no longer designated, or how the person's designation has been amended. Once the notification in writing is provided to DFO, the persons named are not designated to fish in the FSC Fishery or the person's designation is amended as indicated in the notification.

Management Responsibility of the Aboriginal Organization

- 7(a) A person participating in the FSC Fishery will carry documentation establishing membership in one of the First Nations, or a valid designation document issued to them and allowing them to participate in the fsc fishery, at all times while engaging in fishing or any other activity referred to in this Schedule, including the harvesting, transporting and landing of fish, and will present the documentation to a Fishery Enforcement Officer upon request.
- 7(b) The Aboriginal Organization or member First Nation will notify each person designated to participate in the FSC Fishery of the provisions of this Schedule, the conditions of the Communal Licence and any amendments to the Communal Licence, including the provision that, although the traditional exchange or distribution of fish or fish products within and between Aboriginal communities is not precluded, the fish harvested are not for sale, trade or barter.
- 7(c) The Aboriginal Organization will provide a copy of this Agreement, the Communal Licence and any amendments to the Communal Licence to any fisheries management or enforcement staff it has.

Costs

8. The Aboriginal Organization is responsible for all costs associated with fishing and monitoring activities referred to in this Schedule.

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Other Species

9. Nothing in this Schedule precludes the Parties from entering into negotiations on harvesting fish species other than those referred to in this Schedule.

Coming into Force

10. This Schedule will come into force as of April 1, 2004 and, subject to section 15 of the Agreement, will terminate on March 31, 2005.

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Appendix 1 to Schedule B-1

Monitoring and Enforcement Protocol

Purpose

- 1(a) In accordance with Schedule B-1, this Appendix will be used to assist the Parties in conducting monitoring and enforcement activities, but does not, and is not intended to, restrict the powers of C&P personnel
- 1(b) In accordance with conservation and management objectives of this Agreement, fish seized that are alive and unharmed will be returned to the water unless required for evidence.

Coordination of Monitoring and Enforcement Activities

- 2(a) C&P personnel and representatives of the Aboriginal Organization will work cooperatively in implementing this Appendix.
- 2(b) The monitoring and enforcement activities of the Aboriginal Organization will be coordinated with the activities of DFO fishery officers by C&P.
- 2(c) C&P personnel and the representatives of the Aboriginal Organization will conduct the following activities:
- (i) communicate regularly to discuss monitoring and enforcement issues; and
 - (ii) share relevant information concerning the occurrence of violations under the *Fisheries Act* and regulations in the Area.

Consultation

- 3(a) C&P personnel will attempt to consult with the representatives of the Aboriginal Organization before taking any enforcement action relating to fishing pursuant to this Agreement, except where prior consultation would compromise the effectiveness of an enforcement action. Where prior consultation would compromise the effectiveness of the enforcement action, DFO will consult with the representatives of the Aboriginal Organization as soon as possible after taking enforcement action.
- 3(b) The following will be the designated representatives of the Aboriginal Organization for the purposes of consultation under this Appendix:

<u>Name</u>	<u>Phone Number</u>
Carrier Sekani Tribal Council	Marcel Shepert/Margo French (250) 562-6279
Wet'suwet'en First Nation	Chief Maureen Luggi (250) 698-7309
Burns Lake Indian Band	Chief Robert Charlie (250) 692-7717
Nak'azdli Indian Band	Chief Leonard Thomas (250) 996-7171
Stellat'en First Nation	Chief Patrick Michell (250) 699-8747
Takla Lake First Nation	Chief Janet West (250) 564-3704

- 3(c) The following will be the designated representatives of the DFO for the purposes of consultation under this Appendix:

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<u>Name</u>	<u>Phone Number</u>
Richard Elson, Fishery Officer	(250) 561-5510
Phil Taylor, Fishery Officer	(250) 561-5531

Breach of Licence

4. Where there is a breach of the conditions of the Communal Licence and the Aboriginal Organization has taken or intends to take action against the individual(s) with respect to the breach, DFO will take into account the Aboriginal Organization's actions in determining what action DFO will take.

Seizure of Fish and Fishing Gear

5. DFO will carry out the disposition of any seized fish or fishing gear in accordance with the *Fisheries Act*. Any proceeds realized from such disposition will be paid to the Receiver General for Canada.

Documentation

6. Incident reports, violation reports and any enforcement actions taken during seizure of fish and fishing gear will be properly documented in accordance with DFO policy and procedure.

Appearance Notices

7. Appearance notices will be issued in accordance with this Appendix and DFO's *National Procedural Guidelines for Enforcement of Aboriginal Fishing for Food, Social and Ceremonial Purposes*.

Duties of Aboriginal Fisheries Catch Monitors

8. The following are the duties of Aboriginal Fisheries Catch Monitors:
 - (a) Counting designated persons;
 - (b) Verifying designated persons;
 - (c) Inspecting catch at fishing sites and conducting interviews with fishers to obtain catch information;
 - (d) Communicating with and informing designated persons of changes in fishing plans, and conditions of the Communal Licence and First Nations' requirements;
 - (e) Maintaining a log with the tally by species of salmon landed;
 - (f) Collecting biological samples as required; and
 - (g) Other duties as agreed to by the First Nations and DFO.

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(30)

Enforcement Guidelines

9 The Parties agree that DFO fishery officers and DFO fishery guardians may respond to the following circumstances by the procedure set out below:

(a) Fishing for salmon where no Communal Licence has been issued:

Procedure: Nets may be removed and live fish released. Nets and caught fish may be seized and Appearance Notices issued.

(b) Fishing without a designation document:

Procedure: Attempts should first be made to determine if a designation document has been issued by the Aboriginal Organization to the individual. Depending on circumstances, the individual(s) may be warned and advised to obtain and carry a designation document or carry this document if previously issued and issued. Nets may be removed from the water. Nets and caught fish may be seized. Charges may be recommended.

On the first instance where a fisher who is not designated is fishing with a spouse (including a common-law spouse) who is designated, the non-designated fisher may be warned and advised to obtain a designation document.

No action will be taken against a person who does not have a designation document and is not fishing, but is in the company of a designated document who is fishing.

(c) Fishing during closed times or in a closed area:

Procedure: Nets and caught fish may be seized. Charges may be recommended.

If nets are being set less than one-half hour before an opening, warnings may be given in the first instance.

If nets are still set immediately after closing time, discretion may be used and either a warning may be issued or charges may be recommended.

(d) Use of gear not authorized by the Communal Licence:

Procedure: If the unauthorized gear is unmarked or unidentifiable, the nets and caught fish may be seized. Charges may be recommended.

If the unauthorized gear is marked or the designated fisher otherwise identifiable, nets and caught fish may be seized. Charges may be recommended.

(e) Improper or inadequately marked gear:

Procedure: Nets may be seized. Live fish will be released. Dead fish may be seized.

(f) Failure to comply with terms and conditions of designation/authorization card or Communal Licences:

Procedure: Designated fishers may be warned on the first instance. Nets and caught fish may be seized. Charges may be recommended.

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(g) Misreporting or failure to report catch:

Procedure: Caught fish may be seized. Charges may be recommended.

(h) Unauthorized sale of fish:

Procedure: Equipment and caught fish may be seized. Charges may be recommended.

(i) Fishing with more than one net:

Procedure: Nets and caught fish may be seized. Charges may be recommended.

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SCHEDULE D-1**Joint Technical Fisheries Committee**

1. To help fulfill the purpose of this Agreement, and to carry out activities under this Agreement, the Joint Technical Fisheries Committee will provide recommendations to the Parties on biological, technical and project-planning issues, including specific harvesting plans for the FSC Fishery.

Committee Membership

- 2(a) The Committee will consist of:
 - (i) three (3) members appointed by the Aboriginal Organization; and
 - (ii) three (3) members appointed by DFO.
- 2(b) On invitation by the Parties, representatives from provincial ministries may participate in Committee meetings.
- 2(c) The Committee may establish its own rules of procedure.
- 2(d) The members of the Committee will work cooperatively with the goal reaching unanimous decisions.
- 2(e) The Committee will establish its own meeting schedule, but will meet not less than two (2) times per year and on the request of either Party.
- 2(f) Each Party will be responsible for all costs associated with the participation of its appointees on the Committee.

SCHEDULE F-1

Financial Assistance

Financial Contribution

- 1(a) DFO will contribute to the Aboriginal Organization FOUR HUNDRED AND FORTY THOUSAND, SIXTY-FOUR DOLLARS (\$440,064.00) during the Fiscal Year 2004-2005 to be used exclusively for paying Allowable Costs. Any interest earned by the Aboriginal Organization on the Contribution or any part of it will also be used exclusively for paying Allowable Costs.
- 1(b) The Aboriginal Organization declares that the Contribution, provided under this Agreement, is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source for the Fiscal Year. (If subsection 1(b) does not apply, the Aboriginal Organization must provide details and amounts of additional assistance in subsection 1(c) or Appendix 1 to Schedule G-1).
- 1(c) The Aboriginal Organization declares that it has or will be receiving assistance for the Project from the following sources or as detailed in Appendix 1 to Schedule G-1:
- \$ _____ from other federal departments _____
- \$ _____ from the government of the province of _____
- \$ _____ from _____ (regional or municipal government)
- \$ _____ from _____ (Crown corporation)
- \$ _____ from _____ (private sector organisation)
- 1(d) The Aboriginal Organization agrees to inform DFO promptly in writing of any additional financial assistance received, after the date on which this Agreement is signed, for the Project other than that referred to in subsection 1(a) and/or 1(c).
- 1(e) DFO shall have the right to reduce the Contribution by the amount of any additional assistance referred to in this section that is to be received by the Aboriginal Organization, or to require repayment of an amount equal to the amount of such assistance if the contribution has already been paid. Upon receipt of notice to repay under this section, the Aboriginal Organization agrees to repay the amount as a debt due to DFO.

Payments

- 2(a) (i) Following receipt by DFO from the Aboriginal Organization of a cash-flow projection showing Allowable Costs, DFO shall pay to the Aboriginal Organization, at the beginning of the first three-month period and monthly thereafter, an amount not exceeding the projected Allowable Costs to be incurred during the respective three-month period and monthly thereafter as set out in the cash-flow projection.
- (ii) Following receipt of an Interim Report, that is approved by DFO, and where the statement of Balance indicates that the total of the payments paid to the Aboriginal Organization exceed the Allowable Costs paid or payable by the Aboriginal Organization during the period covered by the statement of Balance (the 'positive balance'), DFO shall deduct the 'positive balance' from any payment or payments to be made by DFO.
- 2(b) Following receipt and approval by DFO of the Final Report, DFO will pay to the Aboriginal Organization a final payment equal to the amount by which Allowable Costs paid or payable by the Aboriginal Organization exceed all previous payments made by DFO under this Schedule.

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- 2(c) Notwithstanding anything in this Schedule, the maximum aggregate amount which may be paid to the Aboriginal Organization under subsection 2(a) will not exceed FOUR HUNDRED AND EIGHTEEN THOUSAND, SIXTY DOLLARS AND EIGHTY CENTS (\$418,060.80)
- 2(d) Notwithstanding anything in this Schedule, the maximum aggregate amount which may be paid to the Aboriginal Organization under subsections 2(a) and 2(b) will not exceed FOUR HUNDRED AND FORTY THOUSAND, SIXTY-FOUR DOLLARS (\$440,064.00)
- 2(e) Notwithstanding anything in this Schedule, no payments will be made by DFO to the Aboriginal Organization following review by DFO of the Final Report except the final payment referred to in subsection 2(b).
- 2(f) (i) If the Aboriginal Organization fails to comply with any provisions of this Schedule, DFO may, in its discretion, withhold any payment to be made by DFO to the Aboriginal Organization under this Schedule until such time as the Aboriginal Organization complies.
- (ii) All payments made under this Schedule are subject to DFO approving the Aboriginal Organization's projected costs and actual expenditures as set out in the cash-flow projection showing Allowable Costs, Interim and Final Reports.
- (iii) Where the Aboriginal Organization provides an Interim or Final Report, but the Report does not, in DFO's opinion, contain the information required, DFO may, in its discretion, withhold payment pending receipt of the information required.
- 2(g) DFO may, at its discretion, require the Aboriginal Organization to provide DFO a description of the Project in more detail than is set out in Schedule G-1 and in a format acceptable to DFO.

Financial Management

- 3(a) The Aboriginal Organization will ensure that the funds received, including interest earned on the funds, are used exclusively for paying Allowable Costs.
- 3(b) The Aboriginal Organization will provide to DFO, as soon as possible after the coming into force of this Schedule, a cash-flow projection showing Allowable Costs to be paid during the Fiscal Year.
- 3(c) If the total funding level is changed, a revised cash-flow projection is required showing the Allowable Costs the Aboriginal Organization expects to incur during the remainder of the Fiscal Year.
- 3(d) The Aboriginal Organization will maintain an inventory of Capital Acquisitions. Capital Acquisitions will remain listed on the inventory until :
- (i) DFO authorizes the disposition of the item;
- (ii) replacement is required due to wear;
- (iii) the Capital Acquisition is no longer of use to carry out projects associated with the AFS; or
- (iv) no further agreements between DFO and the Aboriginal Organization under the AFS are anticipated.
- 3(e) The Aboriginal Organization agrees that, at the end of the Project period, or upon termination of this Agreement, if earlier, Capital Acquisitions will be:

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- (i) maintained and stored if a subsequent agreement between DFO and the Aboriginal Organization under the AFS is anticipated; or
- (ii) disposed of in a manner agreed to by the Parties.

Financial Reporting Requirements

Interim Report

- 4(a) Within 15 days following June 30, September 30 and December 31 of the Fiscal Year, the Aboriginal Organization will provide DFO with an Interim Report for the three month period that ended on June 30, September 30 and December 31 of the Fiscal Year.
- 4(b) The Aboriginal Organization will submit to DFO for each period of time set out in subsection 4(a), an Interim Report in a format provided by DFO containing:
 - (i) a narrative report on the progress of the Aboriginal Organization in carrying out each of the activities in the Project during that period;
 - (ii) a report on Allowable Costs paid or payable from April 1 to the end of the reporting period, itemized in relation to each of the activities in the Project;
 - (iii) a report on Allowable Costs paid or payable from April 1 to the end of the reporting period, itemized in relation to each type of Allowable Costs; and
 - (iv) a statement of Balance from April 1 to the last day in the reporting period.

Final Report

- 4(c) Within one hundred and twenty (120) days following:
 - (i) the Aboriginal Organization incurring Allowable Costs in an amount equal to or exceeding the maximum amount of the Contribution;
 - (ii) completion of the Project;
 - (iii) termination of this Schedule or the Agreement;
 - (iv) the end of the Fiscal Year referred to in subsection 1(a); or
 - (v) abandonment of the Project by the Aboriginal Organization,
 whichever first occurs, the Aboriginal Organization will provide DFO with a Final Report, in a format provided by DFO, containing:
 - (vi) a narrative report on each of the activities in the Project;
 - (vii) a report on Allowable Costs paid or payable, itemized in relation to each of the activities in the Project;
 - (viii) a report on Allowable Costs paid or payable, itemized in relation to each type of Allowable Cost;
 - (ix) a statement of Balance;
 - (x) a summary of results; and
 - (xi) an audited statement, if required, as set out in paragraph 4(d)(iv).

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Books, Records and Audit

4(d) The Aboriginal Organization will:

- (i) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with accounting principles generally accepted in Canada;
- (ii) preserve the documentation mentioned in (i), together with any other documents related to the Project, for a period of two (2) years following termination of this Schedule;
- (iii) on request, provide to DFO any of the documentation mentioned in (i) for audit, copying or extracting by any person that DFO may designate and the Aboriginal Organization will provide all necessary assistance for such activities;
- (iv) provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by:
 - (A) a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants, or the Certified General Accountants' Association of British Columbia; or
 - (B) a person who is certified by the Auditor Certification Board established by section 181 of the *Company Act* of British Columbia.

Surplus and Overpayments

- 5(a) (i) Within fifteen (15) days following the completion of the Project, termination of this Schedule or the Agreement, or abandonment of the Project by the Aboriginal Organization, whichever first occurs, the Aboriginal Organization will repay to DFO any amount of the Contribution not used to pay Allowable Costs.
 - (ii) The Aboriginal Organization will refund to DFO, forthwith upon written request by DFO, any funds advanced to the Aboriginal Organization for which unsatisfactory evidence has been furnished by the Aboriginal Organization that the funds have been spent in accordance with this Schedule.
 - (iii) Any amount that the Aboriginal Organization is under an obligation to refund under (i) and (ii) will be a debt owing to Her Majesty the Queen in Right of Canada.
- 5(b) The obligations of the Aboriginal Organization under subsections 4(d) and 5(a) will survive the termination of this Schedule and the Agreement.

Communication

6. Where any claim for payment, communication or report is required to be given by the Aboriginal Organization to DFO under this Schedule, it will be delivered personally, by courier, e-mail, regular mail, or by facsimile transmission and, unless a notice to the contrary is given, will be addressed to DFO as follows:

Department of Fisheries and Oceans
 Suite 1230 - 401 Burrard Street
 Vancouver, British Columbia
 V6C 3S4

Attention: Manager, Aboriginal Fisheries

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Telephone: (604)666-8385
Facsimile: (604)666-2336

Coming into Force

7. This Schedule will come into force as of April 1, 2004 and , subject to section 15 of the Agreement, will terminate on March 31, 2005.

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Appendix 1 to Schedule F-1

Description of Allowable Costs

Allowable Costs will consist of the following types of expenditures:

- (a) administrative costs comprised of:
 - (i) labour costs;
 - (ii) overhead (office rent, lease, and associated insurance);
 - (iii) office utilities (light, heat, basic/local telephone service);
 - (iv) office supplies and materials costs (e.g., stationery, printing and copying charges);
 - (v) costs incurred in carrying out an audit associated with this Agreement;

- (b) operational costs comprised of:
 - (i) labour costs;
 - (ii) professional fees, consultants' fees and other services other than litigation costs;
 - (iii) insurance expenses related to activities under this Agreement;
 - (iv) travel expenses (meals, transportation, accommodation);
 - (v) costs incurred in acquiring and maintaining other facilities (e.g., storage and mobile accommodation);
 - (vi) clothing (uniforms, safety related clothing);
 - (vii) supplies and materials;
 - (viii) equipment purchases;
 - (ix) equipment lease and rental;
 - (x) repair and maintenance of equipment (when used for AFS activities, but does not include Allocation Transfer Program acquisitions);
 - (xi) meeting expenses (e.g., hall rent, meeting supplies);
 - (xii) GST or HST paid that are not eligible for reimbursement or exemption;

- (c) training costs for short term safety and field related training:
 - (i) tuition fees;
 - (ii) course materials;
 - (iii) travel expenses associated with allowable training.

SCHEDULE G-1

Project Summary

The Project consists of activities carried out by the Aboriginal Organization and approved by DFO related to the following:

<u>DESCRIPTION OF ACTIVITY</u>	<u>ESTIMATED EXPENDITURE</u>
1. Negotiation of Fisheries Agreements	
2. Communications	
(a) There are no projects under heading (a)	
(b) Fisheries Related Meetings and Consultations	<u>\$91,230.00</u>
(i) Fisheries Related Meetings and Consultation	\$45,590
<p>These meetings are related to fisheries and are for the purpose of planning, providing information and consultations. These will include: watershed meetings, meetings with other Aboriginal organizations, community meetings and meetings with representatives of DFO.</p>	
(ii) Community Fisheries Liaisons	\$45,640
<p>In an effort to improve internal communications, the Aboriginal Organization will hire one person from each member First Nation to work four days per month for 12 months. These individuals will be key contacts to assist with following up on fisheries issues, reviewing fisheries correspondence sent to the band office and communicating with Chief and Council, community members and the Aboriginal Organization's Community Liaison Technician.</p>	
3. Management of Aboriginal Fishing	
(a) There are no projects under headings (a), (b), (d), (e), and (f)	
(c) Catch Monitoring and Reporting	<u>\$12,150.00</u>
<p>Catch monitoring will occur for the Aboriginal Organization's salmon fisheries in the following areas:</p> <p>Stellako River/West end of Fraser Lake; Stuart Lake near Fort St. James; and Takla Lake:</p> <p>A meeting will be held with DFO's fisheries management staff and the Aboriginal Organization's fisheries staff, prior to commencement of fishing activities, for the purpose of agreeing on the specific catch data that will be recorded and the reporting procedures. Catch figures will be submitted by e-mail to the appropriate DFO technical staff, in a format agreed to by DFO, on Monday of each week during the fishing season.</p>	

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- (d) There are on projects under (d), (e) and (f)

4. Habitat and Enhancement

(a) Habitat Protection and Monitoring \$18,140.00.

(i) Endako Water Gauge \$11,070

A cooperative arrangement is set up with Water Survey of Canada whereby a flow monitor gauging station, complete with temperature recorder, will be operated throughout the year. The gauging station site is located at the outlet of Burns Lake. Data collected will assist in the management of chinook populations in the river.

(ii) Water Temperature Monitoring Program \$7,070

An ongoing water temperature monitoring program is being developed and implemented with DFO and the Aboriginal Organization technical staff. Project work includes data logger installation and monitoring, and the reporting of data collected. The information will be used to build a data base of water temperature history.

(c) Restoration and Improvement of Fish Habitat \$14,190.00

(i) Nithi River Management \$14,190

Summer low flows in Nithi River resulted in severe fish passage problems for sockeye salmon and resident trout and char. AFS funds contributed to a partnership program with the provincial Habitat Conservation Trust Fund. This resulted in the construction of a flow control at the outlet of Borel Lake (headwaters of Nithi River). A water gauge will be maintained and operated by the Aboriginal Organization. The operation of the water gauge will be associated with a flow control program that will be developed with technical expertise from DFO and provincial authorities. As well, ongoing monitoring and assessment of fish passage will be carried out on a regular basis. Beaver dams which are impassible to fish (sockeye) will be removed. This will allow better access to and higher utilization of spawning habitat. This project also benefits other fish species which use the system.

5. Science

(a) Monitoring of Spawning Escapements \$142,760.00

(i) Early Stuart Adult Sockeye Enumeration \$78,510

The Aboriginal Organization and DFO will operate jointly the Early Stuart Adult Enumeration Program. The Aboriginal Organization has proposed two camp sites: Dust Creek camp, and Bulkley House. A fence will be operated at Dust Creek. Walks will be carried out on the tributaries to Dust and other tributaries to the NW Arm of Takla Lake, where a count of live spawners is undertaken. At Bulkley House staff will routinely

walk the Driftwood River and 6 other tributary streams to Takla Lake.

Bio sampling is carried out for spawning success, sex ratio and age structure. This information is collected by DFO Stock Assessment Division (StAD) and assists with determining population numbers and forecasting of future runs.

(ii) Stellako River Adult Spawner Enumeration \$54,340

DFO stock assessment staff and the Aboriginal Organization fisheries employees will work cooperatively to enumerate sockeye salmon spawners returning to the Stellako River. DFO staff will provide on-site supervision. A fence is constructed on the lower river and every fish is counted through. Fish are also enumerated by visual counts and floats. Bio sampling, Mark/Recapture and dead pitches are carried out. This project has a very high degree of accuracy and provided valuable data. Data provided to DFO StAD for compilation.

(iii) Endako Chinook Enumeration \$9,910

The Aboriginal Organization will carry out the enumeration of chinook salmon adults in the Endako River. This information will be compared to earlier count data in an effort to update chinook information in the system.

(b) Stock Definition, Enumeration and Assessment Surveys \$61,890.00

(i) Nadina Spawning Channel Downstream Fry Monitoring \$10,845

One Aboriginal Organization fisheries technical trainee will work with DFO supervisory staff to gain experience at monitoring and documenting Nadina River fry during their spring migration out of the Nadina spawning channel.

(ii) Stellako River Downstream Fry \$51,045

The Aboriginal Organization will monitor downstream sockeye salmon fry migrations from the Stellako River. The Aboriginal Organization will work with StAD staff to ensure that data is properly collected and accurately documented. An IPT (incline plane trap) is installed. Catch samples are marked with dye and released upstream in a Mark/Recapture to test trap efficiency. This information is tied with the Adult fence program and provides accuracy to out migration estimates, run health, egg to fry survival and return run estimates.

(c) Determination of Stock Productivity and Safe Harvesting Levels \$16,760.00

(i) Nechako Sockeye Lakes Monitoring Planning Program \$16,760

Focus on Francois, Fraser, Takla and Trembleur Lakes (Nadina, Stellako, Early and Late Stuart sockeye stocks). Collection and review of relevant literature and meetings with StAD and DFO Science personnel. Assembly of a report outlining prioritized sampling needs, and the preferred methodologies and locations and related logistical

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considerations for the development of a long-term program to annually monitor lake-related components of Nechako sockeye production, life history, growth and health/survival, as well as the conditions of nursery lakes themselves. Initiative will be expected to include annual limnological sampling program, annual collection of smolts from various lakes to develop annual information on growth patterns and size distribution, and eventually comprehensive out-migrant collection programs to gather information on estimated smolt out-put and lake productivity. Planning exercise in 2004-05 is expected to include the development of a comprehensive plan with optional study designs outlining aspects of methodologies and logistics to allow for implementation as resources become available.

(d) Scientific Research on Fish Habitat and Impacts of Development on Fish and Fish Habitat \$30,880

(i) Stuart Sturgeon Project \$30,880

The Aboriginal Organization will be partnering with the Ministry of Water, Land, and Air Protection, to try and gain a better understanding of the relationship between Nechako white sturgeon and Stuart River white sturgeon, if any. The majority of the work will be tagging mature sturgeon on the Stuart River and monitoring them throughout the fall and winter months using radio telemetry equipment. The Aboriginal Organization fisheries staff receive training in radio tag application and the use of telemetry equipment. This work is of real significance given the fact that flow control changes into the Nechako River that may benefit sturgeon will likely have consequences for migrating Stuart sockeye. The program has been endorsed by the Nechako River White Sturgeon Recovery Team, of which DFO is a significant participant.

(e) Traditional Ecological Knowledge \$35,825.00

(i) Nechako Coho Investigation \$35,825

Collection of known historical and present day anecdotal and scientific information relating to Nechako coho, preparation of a study design and methodology and preliminary implementation of same for the purposes of assessing coho presence and distribution in the Nechako watershed.

Collection of Traditional Ecological Knowledge (TEK) and Western Ecological Knowledge (WEK) relating to knowledge of coho presence and distribution within the Nechako watershed. TEK collection will include the interview of First Nation individuals within their communities and long-term non-Aboriginal residents of the area with respect to historical and present day coho presence and distribution within the Nechako watershed. WEK collection will include surveys of applicable DFO and provincial personnel, forestry employees, fisheries consultants, angling/hunting guides and enthusiasts, NGOs and UNBC fisheries researchers. Resulting information will be summarized. Information resulting will be utilized to develop a study design and methodology for the purposes of assessing coho presence and distribution within

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the Nechako basin. Preliminary implementation of the study is intended to take place this season.

6. Training

(a) No projects under (a) and (b)

(c) **Conduct Training of Employees Working on AFS Projects** **\$16,239.00**

Health and Safety Training **\$16,239**

Courses required for occupational health and safety reasons will be provided to staff that require them to carry out their field duties. Courses include Level 1 First Aid, Transporter course, Swift Water Rescue, Bear Aware, etc.

TOTAL

\$440,064.00

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Appendix 1 to Schedule G-1

Partnership Funding and Non-Monetary Assistance

Part A: Total of Amounts Funded					
Funding Source	Project Names & Amount Contributed by Each Partner				
	1:	2:	3:	4:	5:
DFO - G&C (AFS)					
DFO - O&M					
DIAND					
HRDC					
Provincial					
Regional/Municipal					
Crown Corp.					
Aboriginal Org.					
NGO					
Other					
Total Project \$					
Part B: Clarifying Comments on Partnership Arrangements					

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BETWEEN:

Her Majesty the Queen in Right of Canada as
represented by the Minister of Fisheries and
Oceans (DFO)

AND:

Carrier Sekani Tribal Council for and on behalf of
the First Nations which it represents (Aboriginal
Organization)

COMPREHENSIVE FISHERIES AGREEMENT

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