

CA-83

Contribution Agreement

CA93-83

This Agreement made the 22nd day of June, 1993 (hereinafter called the "date of this Agreement")

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 Bands it represents (hereinafter called the "Recipient")

OF THE SECOND PART

WHEREAS DFO and the Recipient entered into a Subagreement #1 on June 22nd, 1993 which sets out certain activities which DFO and the Recipient wish to see carried out;

AND WHEREAS the Recipient has requested financial assistance from DFO towards the costs associated with carrying out the Project defined in paragraph 1.1(d) of this Agreement;

AND WHEREAS DFO agrees to contribute financial assistance to the Recipient to be used in accordance with this Agreement towards costs associated with carrying out the Project.

NOW THEREFORE the Parties agree as follows:

Definitions

1.1 In this Agreement:

- (a) "Agreement" means this agreement and the attached Schedules "A", "B" and "C";
- (b) "Contribution" means the amount referred to in subsection 2.1 of this Agreement;
- (c) "Allowable Costs" means any reasonable and proper costs and expenses approved by DFO, paid or payable by the Recipient in relation to the Project between April 1, 1993 and the completion of the Project inclusive and identified in Schedule "C" hereto, but does not include any Goods and Services Tax (GST) paid in relation to such costs and expenses for which the Recipient may claim reimbursement or exemption;
- (d) "Project" means the activities set out in the Subagreement #1 as further defined by the specific projects jointly developed by the Recipient and DFO pursuant to subsection 9.1 of the Subagreement #1 and described in Schedule "A" hereto as may be described in more detail in accordance with subsection 3.14;

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- (e) "Role" means all of the responsibilities and obligations of the Recipient as set out in this Agreement including but not limited to those described in Schedule "B" hereto;
- (f) "Detailed Report" means a detailed report on activities undertaken to further the Project and on results obtained towards the furtherance of the Project itemized with respect to each of the activities identified in Schedule "A" of this Agreement;
- (g) "Statement of Expenses" means:
 - (i) a report setting out the total amount paid or payable by the Recipient for Allowable Costs with respect to each of the activities identified in Schedule "A" of this Agreement; and
 - (ii) a report on Allowable Costs itemized in accordance with Schedule "C" of this Agreement;
- (h) "Balance" means an amount equal to the total amount received by the Recipient from DFO pursuant to this Agreement less the total amount paid or payable by the Recipient towards Allowable Costs at the relevant date;
- (i) "Interim Report" means a report consisting of:
 - (i) a Detailed Report;
 - (ii) a Statement of Expenses;
 - (iii) a statement of the Balance; and
 - (iv) a cash flow projection setting out Allowable Costs projected to be incurred during each month remaining until the projected completion of the project, with subtotals for each month;
- (j) "Final Report" means a report as of the date of the said report consisting of:
 - (i) a Detailed Report covering the period from April 1, 1993 until completion of the project;
 - (ii) a Statement of Expenses including all Allowable Costs paid or payable in furtherance of the Project;
 - (iii) a statement of the Balance; and
 - (iv) a summary of benefits related to this Agreement in a format to be provided by DFO;
- (k) "Supplementary Report" means a report that consists of:
 - (i) a Detailed Report, a Statement of Expenses and a statement of the Balance, all as of the date of the Supplementary Report; and
 - (ii) a revised cash flow projection for the period between the date of the Supplementary Report and the next Interim Report or the Final Report, whichever is applicable;
- (l) "month" means a calendar month, including any part calendar month;

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(m) "Bands" means the following ten Indian Bands:

- (i) Broman Lake Indian Band; ✓
- (ii) Burns Lake Indian Band; ✓
- (iii) Nak'azdli Indian Band; ✓
- (iv) Stellaquo Indian Band; ✓
- (v) Stoney Creek Indian Band; ✓
- (vi) Takla Lake Indian Band; ✓
- (vii) Cheslatta Indian Band; ✓
- (viii) Tl'azt'en Nation Indian Band; ✓
- (ix) Tsy Keh Dene Indian Band; and,
- (x) Nadley Whut'en Indian Band. ✓

1.2 The Project shall be deemed to be completed:

- (a) when the Recipient has incurred Allowable Costs in an amount equal to or exceeding the Contribution;
- (b) when the activities described in Schedule "A" of this Agreement are completed;
- (c) on termination of this Agreement; or
- (d) on March 31, 1994;

whichever first occurs.

1.3 This Agreement shall be deemed to have expired

- (a) upon receipt by DFO of the Final Report and receipt by the Recipient of the payment referred to in subsection 3.7, if any; or
- (b) on April 1, 1994,

whichever first occurs.

Contribution and Purpose

2.1 Subject to the terms of this Agreement, DFO will contribute to the Recipient, as administrator of the funds, a contribution of funds in an amount not to exceed a maximum of SIX HUNDRED THOUSAND DOLLARS (\$600,000) to be used exclusively towards the payment of Allowable Costs.

2.2 The Recipient shall ensure that the Contribution, including interest earned thereon, is used exclusively for the payment of Allowable Costs.

Payments and Disbursements

3.1 The Recipient will provide to DFO a cash flow projection setting out Allowable Costs projected to be incurred during the term of this Agreement with subtotals for each month.

3.2 Following entry into force of the Agreement and receipt by DFO from the Recipient of:

- (a) a Detailed Report, and

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(b) a Statement of Expenses

covering the period from April 1, 1993 to the date of the last day of the month preceeding the month of the date of this Agreement, DFO shall reimburse the Recipient for Allowable Costs paid by the Recipient during that period.

3.3 (a) Subject to subsection 3.5 of this Agreement, following receipt by DFO from the Recipient of the cash flow projection referred to in subsection 3.1, a detailed description of the Project if required by DFO pursuant to subsection 3.14 of this Agreement and the statement of Balance if required by DFO pursuant to subsection 3.14 of this Agreement, DFO shall pay to the Recipient, at the beginning of each month of the term of this Agreement beginning with the month of the date of this Agreement, an amount not exceeding the projected Allowable Costs to be incurred during the respective month as set out in the most recent cash flow projection for that month.

(b) Notwithstanding anything in this Agreement, DFO will, following receipt of an Interim Report required pursuant to subsection 3.4 of this Agreement or a statement of Balance required pursuant to subsection 3.13 of this Agreement, deduct from a payment or payments to be made by DFO to the Recipient pursuant to paragraph 3.3(a) or subsection 3.7 of this Agreement any Balance greater than zero as of the last day of the previous month as reported in the said Interim Report or statement of Balance.

3.4 Within fifteen (15) days following the last day of each consecutive three (3) month period of this Agreement commencing with the month of this Agreement, unless during such period the Project is completed, the Recipient shall provide DFO with an Interim Report for that three (3) month period as of the last day of that three (3) month period.

3.5 If the Recipient fails to provide any document or information referred to in subsection 4.1 of this Agreement or the audited statement referred to in subsection 4.2 of this Agreement or description of the Project referred to in subsection 3.14 of this Agreement in a form acceptable to DFO, DFO may, in its discretion, withhold any payment to be made by DFO to the Recipient pursuant to this Agreement pending receipt by DFO from the Recipient of the relevent document or information in a form acceptable to DFO.

3.6 Within fifteen (15) days following the completion of the Project, the Recipient shall provide DFO with a Final Report.

3.7 Following receipt of the Final Report, DFO shall pay to the Recipient a final payment, if any, equal to the amount by which Allowable Costs paid or payable by the Recipient exceed all previous payments made by DFO pursuant to this Agreement.

3.8 Notwithstanding anything in this Agreement, the Recipient may, at any time prior to submission of the Final Report, submit a Supplementary Report.

3.9 Following receipt of a Supplementary Report, DFO may, at its discretion, increase the amount to be paid during the period covered by the revised cash flow projections contained in the Supplementary Report by:

(a) adjusting the amounts of any payments due during such period; or

(b) paying to the Recipient an additional payment;

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provided that the total amount paid during such period does not exceed the difference between the Allowable Costs projected to be incurred over such period and the Balance as reported in the Supplementary Report.

- 3.10 Notwithstanding anything in this Agreement, the maximum aggregate amount which may be paid to the Recipient pursuant to subsections 3.2, 3.3 and 3.9 of this Agreement shall not exceed FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000).
- 3.11 Notwithstanding anything in this Agreement, the maximum aggregate amount which may be paid to the Recipient pursuant to subsections 3.2, 3.3, 3.7 and 3.9 of this Agreement shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).
- 3.12 Notwithstanding anything in this Agreement, no payments will be made by DFO to the Recipient following receipt by DFO of the Final Report except the final payment referred to in subsection 3.7 of this Agreement, if any.
- 3.13 DFO may, in its discretion, require the Recipient to provide a statement of Balance at any time.
- 3.14 DFO may, in its discretion, require the Recipient to provide to DFO a detailed description of the Project which is consistent with the description set out in Schedule "A" and is in a form acceptable to DFO which detailed description will serve to define the Project to be undertaken by the Recipient and the Recipient's obligations in carrying out the Project in more detail than is set out in Schedule "A".

Reports

- 4.1 The Recipient will furnish to DFO the Detailed Reports, the Statements of Expenses, the Statement of Balance, the cash flow projections, the Final Report, the Interim Reports and the Supplementary Reports in a form acceptable to DFO.
- 4.2 The Recipient, at its own expense, shall 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 205 of the Company Act of British Columbia.

Books and Records

- 5.1 The Recipient shall,
 - (a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;
 - (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph 5.1(a) of this Agreement together with reports and any other documents related to the Project for a period of two years following termination of this Agreement;

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- (c) on demand, provide to DFO any of the documentation mentioned in paragraph 5.1(b) of Agreement for examination and audit by any person that DFO may from time to time designate; and
- (d) at all reasonable times permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine such books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 5.1(b) of this Agreement as it deems fit and shall provide all necessary assistance for such audits and examinations.

Duration and Termination

- 6.1 Upon execution of this Agreement by both Parties, this Agreement shall commence as of April 1, 1993 and, subject to subsection 6.2 of this Agreement, shall continue in effect until it expires in accordance with subsection 1.3.
- 6.2 Either Party may terminate this Agreement by giving thirty (30) days notice in writing to that effect to the other Party.
- 6.3 Within fifteen (15) days following the completion of the Project, the Recipient shall repay to DFO any amount of the Contribution not disbursed for Allowable Costs.
- 6.4 The Recipient shall refund to DFO, forthwith upon written request by DFO, any monies advanced to the Recipient for which unsatisfactory evidence has been furnished by the Recipient that the monies have been expended in accordance with this Agreement.
- 6.5 Any amount that the Recipient is under an obligation to refund under subsection 6.3 or 6.4 of this Agreement shall be a debt owing to Her Majesty the Queen in Right of Canada.

Notices and Addresses and Representatives

- 7.1 Subject to subsection 7.2 of this Agreement, in this Agreement where any notice, request, direction, claim for payment, payment, information or other communication is required to be given, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to the Party as follows:

To DFO:

Native Affairs
Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention: M. Lefebvre
Director
Native Affairs

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

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To Recipient:

**Carrier Sekani Tribal Council
1460-6th Avenue
Prince George, British Columbia
V2L 3N2**

**Attention: Chief Justa Monk
Tribal Chief**

**Telephone: (604) 562-6279
Facsimile: (604) 562-8206**

7.2 In this Agreement where any claims for payment, payment, payment information or other communication or report related to payment is required to be given by the Recipient to DFO, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

To DFO:

**Department of Fisheries and Oceans
555 West Hastings Street
3rd Floor
Vancouver, British Columbia
V6B 5G3**

**Attention: Paul Kariya
Telephone: (604) 666-7885
Facsimile: (604) 666-2336**

7.3 Such notices, requests, directions, claims for payment, payments, reports, information or other communications shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by telecopier or courier or delivered in person.

7.4 A Party may change its representative or its address by giving a notice of change to the other Party in accordance with subsection 7.1 of this Agreement.

General

8.1 The Recipient shall carry out the Project in accordance with this Agreement and the Subagreement #1 entered into by DFO and the the Recipient on June 11, 1993.

8.2 The Recipient shall not assign or subcontract this Agreement or any part thereof.

8.3 No Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

8.4 No former Public Office Holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive any direct benefit from this Agreement.

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- 8.5 The Recipient will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The Recipient will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 8.6 This Agreement sets forth the entire agreement and understanding between the Parties.
- 8.7 No amendment to this Agreement shall have any force or effect unless made in writing and signed by both Parties.
- 8.8 Nothing contained in this Agreement nor any acts of the Recipient or DFO shall constitute or be deemed to constitute either of the said Parties as agent or agents of the other for any purpose.
- 8.9 Neither Party shall at any time hold itself out as acting as an agent of the other in any dealings with third parties.
- 8.10 The Recipient shall 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 Recipient, its officers, members, employees, agents, contractors or anyone for whom the Recipient is responsible in law or any or all of them, in carrying out this Agreement or the Project or any part thereof.
- 8.11 DFO and the Recipient shall consult from time to time at the request of each other on all matters arising out of this Agreement and shall co-operate to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 8.12 In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.
- 8.13 It is understood and agreed that this Agreement is not intended to be, and shall not be interpreted to be, a promise or commitment by DFO to contribute any additional funds to the Recipient with respect to the Project or any part thereof.
- 8.14 Subsections 4.1, 5.1, 6.3, 6.4, 6.5 and 8.10 of this Agreement survive expiration of this Agreement.

Ratification

- 9.1 Signature of the Carrier Sekani Tribal Council constitutes ratification of this Agreement by the Bands it represents.

Warranty

- 10.1 The Recipient warrants that the representatives who execute this Agreement on behalf of the Recipient have authority to bind the members of all the Bands.

11.1 Aboriginal Rights

The Parties agree that this Agreement addresses fisheries management issues and shall not serve to define or to limit aboriginal rights.

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The Parties also acknowledge that, in any future treaty negotiations between the Federal Crown and any of the Bands, and without prejudice to those negotiations, benefits which may flow pursuant to this Agreement or any subagreement contemplated by this Agreement could be considered in such negotiations.

IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers duly authorized in that behalf.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Assistant Deputy Minister Policy and Program Planning

M. Flumian

M. Flumian, Assistant Deputy Minister, Policy and Program Planning, Department of Fisheries and Oceans

[Signature]

Witness

Carrier Sekani Tribal Council by its duly authorized representative(s)

[Signature]
Chief Justa Monk, Tribal Chief
Carrier Sekani Tribal Council

[Signature]

Witness

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SCHEDULE "A"

Description of the Project

1. The Project consists of activities approved by DFO related to the Recipient carrying out the activities set out in the Subagreement #1 signed by DFO and the Carrier Sekani Tribal Council on the 22nd of June, 1993 and the following list of specific projects jointly developed by the Recipient and DFO pursuant to subsection 9.1 of the Subagreement #1.

LIST OF ACTIVITIES AND ESTIMATED COSTS

TOTALS: CARRIER SEKANI TRIBAL COUNCIL	\$
Biological/technical support	45,000.
Equipment for biological technical support (computer, vehicle)	30,000.
Watershed conference (October 1993 - one year only)	157,000.
Watershed Agreement - committee attendance costs	20,000.
Contingency to supplement wages for more experienced NFFT	3,000.
Subtotals forwarded from tables for each of the ten bands	296,800.
Administration and wage benefits	43,200.
TOTAL	600,000.

SUBTOTAL: NADLEH WHUTEN BAND	\$
Native fisheries training	8,000.
Native Fisheries technical trainee/catch monitor	7,200.
Technical trainee vehicle mileage & boat fuel cost	2,500
TOTAL	17,700.

SUBTOTAL: STELLAQUO BAND	\$
Native fisheries training	8,000.
Native fisheries Technical Trainee/catch monitor	7,200.
Technical Trainee vehicle/milage & boat fuel	2,500.
Stelako and Endako Rivers - adult chinook and sockeye salmon escapement enumeration	28,500.
TOTAL	46,200.

SUBTOTAL: STONEY CREEK	\$
Native fisheries training	8,000.
Native Technical Trainee/ catch monitoring	7,200.
Technical Trainee vehicle mileage & fuel	2,500.
	17,700.

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SUBTOTAL: NAK'AZDLI BAND		\$
Native fisheries training		8,000.
Native Fisheries Technical Trainee/salmon catch monitoring		7,200.
Technical Trainee vehicle mileage & boat fuel		2,500.
Fish condition/tissue sampling (120 sockeye -1993)		100.
Water Temperature monitoring east end Stuart Lake - (1993)		4,500.
Stuart R. chinook enumeration (helicopter)		1,000.
TOTAL		23,900.

SUBTOTAL: TL'AZTEN NATION		\$
Native fisheries training		8,000.
Native Technical Trainee/salmon catch monitoring-Tachie/Grand Rapids Tremblair L.		7,200.
Technical Trainee vehicle mileage & boat fuel		2,500.
Adult salmon escapement enumeration		28,000.
Bedload movement study Middle R. (2nd year of 2 year study).		38,800.
Spawning gravel sampling (Middle R. fish/forestry research)		4,000.
Fish condition/tissue sampling -Tachie (120 sockeye 1993)		100.
Water Temperature monitoring Tachie River - (1993)		4,500.
TOTAL		92,800.

SUBTOTAL: TAKLA LAKE BAND		\$
Native fisheries training		8,000.
Native salmon catch monitoring- Takla Lake		1,000.
Native Fisheries Technical Trainee - Sustat River		7,200.
Technical Trainee vehicle mileage		2,000.
Driftwood fence - 2 people to assist DFO research staff		12,000.
TOTAL		30,200.

SUBTOTALS: BROMAN LAKE BAND		\$
Native fisheries training		8,000.
Native Fisheries technical trainee		7,200.
Technical Trainee vehicle mileage		2,000.
TOTAL		17,200.

SUBTOTAL: CHESLATA LAKE BAND		\$
Native fisheries training		8,000.
Native Fisheries technical trainee		7,200.
Technical Trainee vehicle mileage		2,000.
TOTAL		17,200.

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SUBTOTAL: TSAY KEH DENE BAND	\$
Native fisheries training	8,000.
Native Fisheries technical trainee	7,200
Technical Trainee vehicle mileage	2,000.
TOTAL	17,200.

SUBTOTAL: BURNS LAKE BAND	\$
Native fisheries training	8,000.
Native Fisheries technical trainee	7,200.
Technical Trainee vehicle mileage	2,000.
TOTAL	17,200.

NOTE: The above noted activities are those scheduled for this Agreement. In addition to these activities several others are listed below which will be taken into consideration in finalizing the multi-year Framework Agreement. Many of these activities at the present time are not costed and depending on detailed activity costs for 1993/94 some of these activities may be incorporated into the Agreement.

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TABLE OF POTENTIAL ACTIVITIES & COSTS - CSTC 1993/94

CARRIER SEKANI TRIBAL COUNCIL SUGGESTED LIST/COSTS	♦	COMMENTS
Training (classroom and field training)		8tx10 bands = \$80,000 NFTT prime candidates
Fisheries Commission		
Natural Resource Library (central library with CSTC with smaller local libraries established with each band.		
Biological/technical support	45,000.	
Equipment for biological technical support (computer, vehicle)	30,000.	Vehicle & computer purchase & op. cost
Watershed conference (October 1993 - one year only)	157,000.	
Watershed Agreement - committee attendance costs	20,000.	
Contingency to supplement wages for more experienced NFTT	8,000.	
Subtotal forwarded from table for each of the ten bands	286,800.	
Overhead = 20% of wages (includes admin & wage benefits)	43,200.	
TOTAL	600,000.	

NADLEH WHUTEN BAND - SUGGESTED PROJECT LIST/COSTS	♦	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native Fisheries technical trainee/catch monitor	7,200.	\$10/hrx40x18 wks.
Technical trainee vehicle mileage & boat fuel cost	2,500.	boat patrols with DFO
Documentation of traditional methods of conservation and management, including fisheries needs and catches.		NFTT could do
Documentation of existing and/or planned resource development issues affecting fish habitat(s).		NFTT participation
Bank stabilization, Naudley River		
Documentation of Band Fisheries Needs		
Ormond Creek chinook/sockeye enhancement assessment including water storage/flow control opportunities on Ormond Lake		
Water quality assessment - Fraser Lake		
Fish quality assessment (1994?).		
Water Temperature monitoring east end of Fraser Lake (1994?)		
TOTAL	17,700.	

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TABLE OF POTENTIAL ACTIVITIES & COSTS - CSTC 1993/94

STELLAQUO BAND - SUGGESTED PROJECT LIST/COST	\$	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native fisheries Technical Trainee/catch monitor	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle/milage & boat fuel	2,500.	boat patrols with DFO
Stellako and Endako Rivers - adult chinook and sockeye salmon escapement enumeration	28,500.	
Enhancement opportunity assessment including: - Nithi River flow improvement - Stellako R. Spawning Channel - Stellako River flow control (outlet of Francols Lake) - Endako River chinook enhancement		
Documentation of traditional methods of conservation and management, including fisheries needs and catches		NFTT could do
Documentation of existing and/or planned resource development issues affecting fish habitat(s).		NFTT participation
Fish quality assessment - tissue sampling (1994?)		
Water temperature monitoring west end of Fraser L. (1994?)		
Assessment of fish carrying capacity - Fraser Lake (update existing information).		
TOTAL	48,200.	

STONEY CREEK - SUGGESTED PROJECT LIST/COST	\$	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native Technical Trainee/ catch monitoring	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle milage & fuel	2,500.	boat patrols with DFO
Temperature monitoring - Nechako R.		
Flow monitoring Stoney Creek		
Documentation of traditional methods of conservation and management, including fisheries needs and catches.		NFTT could do
Stoney Creek fish and fish habitat inventory.		
Documentation of existing and/or planned resource development issues affecting fish habitat(s).		NFTT participation
	17,700.	

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TABLE OF POTENTIAL PROJECTS & COSTS - CSTC 1993/94

NAK'AZDLI BAND - SUGGESTED PROJECT LIST/COST	\$	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native Fisheries Technical Trainee/salmon catch monitoring	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle mileage & boat fuel	2,500.	boat patrols with DFO
Documentation of traditional methods of conservation and management, including fisheries needs and catches.		NFTT could do this
Documentation of existing and/or planned resource development issues affecting fish habitat(s).		NFTT participation
Fish condition/tissue sampling (120 sockeye -1993)	100.	
Water Temperature monitoring east end Stuart Lake - (1993)	4,500.	
Assess sockeye enhancement opportunities on Stuart L. using existing chinook hatchery at Fort St. James.		
Stuart R. chinook enumeration (helicopter)	1,000.	
Continue operation of existing hatchery under the CEDP program		\$77,000.
TOTAL	23,300.	

TL'AZT'EN NATION - SUGGESTED PROJECT LIST	\$	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native Technical Trainee/salmon catch monitoring-Tachie/Grand Rapids Trembleur L.	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle mileage & boat fuel	2,500.	boat patrols with DFO
Adult salmon escapement enumeration	28,000.	
Bedload movement study Middle R. (2nd year of 2 year study).	38,600.	Prj.Sc. A.Gottesfeld
Spawning gravel sampling (Middle R. fish/forestry research)	4,000	
Documentation of traditional methods of conservation and management, including fisheries needs and catches.		
Documentation of existing and/or planned resource development issues affecting fish habitat(s).		
Fish condition/tissue sampling -Tachie (120 sockeye 1993)	100.	
Water Temperature monitoring Tachie River - (1993)	4,500.	
Spring downstream fry monitoring (selected Middle R. streams)		
Water quality assessment - Pinchi Cr. and impacts on fish resulting from water contamination in Pinchi Lake (perhaps this should be associated with Nak'azdli?)		
Nanicut Creek fish habitat inventory and enhancement assessment.		
TOTAL	92,900.	

TABLE OF POTENTIAL PROJECTS & COSTS - CSTC 1993/94

TAKLA LAKE BAND - SUGGESTED PROJECT LIST/COST	\$	COMMENTS
Native fisheries training	8,000.	
Native salmon catch monitoring- Takla Lake	1,000.	
Native Fisheries Technical Trainee - Sustat River	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle mileage	2,000.	
Documentation of traditional methods of conservation and management, including fisheries needs and catches		NFTT could do
Documentation of existing and/or planned resource development issues affecting fish habitat(s)		NFTT participation


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Driftwood forice - 2 people to assist DFO research staff	12,000.	
Assessment of hatchery feasibility and other enhancement projects		
Participation in Middle River/Takla Lake adult sockeye salmon enumeration program.		
TOTAL	30,200.	

BROMAN LAKE BAND - SUGGESTED PROJECT LIST/COST	\$	COMMENTS
Native fisheries training	8,000.	
Native Fisheries technical trainee	7,200.	work in other band areas
Technical Trainee vehicle mileage	2,000.	
Nadina Spawning Channel operations (Check for conflicts with other Nations)		SEP tot 100k?
Documentation of traditional methods of conservation and management, including fisheries needs and catches.		
Documentation of existing and/or planned resource development issues affecting fish habitat.		
Francois Lake study of relationship between sockeye salmon fry/amolt and resident species		
TOTAL	17,200.	

TABLE OF POTENTIAL PROJECTS & COSTS - CSTC 1993/94

CHESLATTA LAKE BAND - SUGGESTED PROJECTS/COST	\$	COMMENTS
Native fisheries training	8,000.	NFTT 1st priority
Native Fisheries technical trainee	7,200.	\$10/hrx40x18 wks.
Technical Trainee vehicle mileage	2,000.	
Documentation of traditional methods of conservation and management, including fisheries needs and catches		NFTT could do this
Documentation of existing and/or planned resource development issues affecting fish habitat.		NFTT-participation
Chehalts Lake log debris clean up		\$15k. separate funding
Temperature monitoring Nechako R. (near Stuart R. confluence)		
TOTAL	17,200.	

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Native fisheries training	8,000.	
Native Fisheries technical trainee	7,200	No salmon in bands area -work in other band areas
Technical Trainee vehicle mileage	2,000.	
Documentation of traditional methods of conservation and management, including fisheries needs and catches		NFTT could do this
Documentation of existing and/or planned resource development issues affecting fish habitat.		Provincial funding required
TOTAL	17,200.	

TABLE OF POTENTIAL PROJECTS & COSTS - CSTC 1993/94

BURNS LAKE BAND - SUGGESTED PROJECTS/COST	\$	COMMENTS
Native fisheries training	8,000.	
Native Fisheries technical trainee	7,200	No salmon in bands area -work in other band areas
Technical Trainee vehicle mileage	2,000.	
Documentation of traditional methods of conservation and management, including fisheries needs and catches		NFTT could do this
Documentation of existing and/or planned resource development issues affecting fish habitat.		Skeena watershed funding
TOTAL	17,200.	

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SCHEDULE "B"

Role of the Recipient

1. In addition to all other responsibilities and obligations of the Recipient as set out in this Agreement, the Recipient covenants and agrees to:

- (a) act as recipient and administrator of the contribution;
- (b) redistribute the funds as appropriate to bands represented by the Recipient and referred to in paragraph (f) herein for the purpose of carrying out the Project;
- (c) carry out all of its obligations and to comply with all of the terms and conditions set out in the Agreement;
- (d) facilitate all community consultations and negotiations;
- (e) coordinate input from community consultations and negotiations; and
- (f) liaise with DFO with respect to the Project on behalf of the following bands which the Recipient represents:

- (i) Broman Lake Indian Band;
- (ii) Burns Lake Indian Band;
- (iii) Nak'azdli Indian Band;
- (iv) Stellaquo Indian Band;
- (v) Stoney Creek Indian Band;
- (vi) Takla Lake Indian Band;
- (vii) Cheslatta Indian Band;
- (viii) T'ast'en Nation Indian Band;
- (ix) Tsay Keh Dene Indian Band; and,
- (x) Nadley Whut'en Indian Band.

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SCHEDULE "C"

Description of Allowable Costs

1. Allowable Costs associated with the execution of the Project and eligible for reimbursement shall include costs and expenses related to the following:
- (a) travel, accomodation and related expenses;
 - (b) consultant fees;
 - (c) meeting expenses;
 - (d) reasonable and properly itemized administrative costs, labour and overhead;
 - (e) fees for professional and other services;
 - (f) printing and copying charges;
 - (g) the costs of purchasing stock assessment materials, equipment, and supplies;
 - (h) boat rental and fuel expenses;
 - (i) costs of supplies and materials needed to carry out the Project;
 - (j) vehicle rental and related transportation costs;
 - (k) costs of training approved by DFO; and
 - (l) other reasonable and proper costs incurred and paid in relation to the Project.

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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 Bands it represents
("Recipient")

Contribution Agreement

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