

FRASER WATERSHED AGREEMENT

This Agreement made

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

AND: Each of the First Nations listed in Schedule "A" (hereinafter called the "First Nations").

1.0 Preamble

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

And whereas the First Nations have signed a Memorandum of Understanding (MOU) which outlines the principles which will guide the First Nations in this Watershed Agreement and to which they are committed.

And whereas the Parties agree to support a Fraser Watershed management approach which will coordinate fisheries related activities of the Parties within the Fraser Watershed.

And whereas the Parties are all interested in the conservation, protection and management of fisheries and fish resources originating within the area outlined on the sketch attached as Schedule "B" (hereinafter called the "Area").

And whereas nothing in this Agreement is intended to, or shall be interpreted to, affect any aboriginal or treaty rights of any other aboriginal group.

2.0 Definitions

In this Agreement,

"Agreement" means this agreement and the attached Schedules "A" and "B";

"Parties" means the First Nations and DFO;

"Bilateral Agreements" means separate agreements between DFO and individual First Nations;

"Fish Production" means all aspects affecting reproduction and growth of fish including spawning numbers and the quality and quantity of, and access to, spawning and rearing habitats and migration corridors;

"Steering Committee" means the Steering Committee referred to in subsection 4.1;

"First Nation" means one of the First Nations;

"Aboriginal Fisheries Officers" means the Aboriginal Fisheries Officers referred to in subsection 7.18;

"Allocations" means shares of fish stocks originating within the Area and identified in Bilateral Agreements;

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"Designation Card" means a card issued by individual First Nations to individuals who fish under a Communal Licence;

"Monitor" means a person designated by a First Nation for the purposes of observing and recording fisheries catch and effort data;

"Landing Site" means a location where fish are landed, counted and identified for species by Monitors;

"Communal Licence" means a communal licence issued pursuant to the Fisheries Act and regulations made thereunder, as amended from time to time;

"Fisheries Management" means habitat protection, enhancement efforts and artificial production techniques, conservation, allocation, enforcement and harvest management;

"RDO" means the Director General, Pacific Region of the Department of Fisheries and Oceans acting in accordance with the Fisheries Act.

### 3.0 Purpose

3.1 The purpose of this Agreement is to provide for a coordinated approach to the conservation, protection and enhancement of fisheries, fish and fish habitats of the Area, including fish health and quality and Allocations.

3.2 This Agreement is not intended to be, and shall not be interpreted to be, a treaty within the meaning of section 35 of the Constitution Act, 1982 and is made without prejudice to the positions taken by either Party with respect to aboriginal or treaty rights or the settlement of comprehensive claims.

### 4.0 Process

4.1 The Parties will establish three committees, namely a Steering Committee, a Technical Committee, and a Monitoring and Enforcement Committee.

4.2 The Steering Committee will:

- (a) work towards developing a procedure to facilitate decision making;
- (b) coordinate the implementation of this Agreement;
- (c) respond to recommendations from the Technical Committee and the Monitoring and Enforcement Committee;
- (d) meet pre-season, in-season, as and when needed;
- (e) provide a forum to exchange information regarding the progress and outcome of Bilateral Agreements;
- (f) review consensus recommendations of the Technical Committee and the Monitoring and Enforcement Committee and reports on issues on which the Committees cannot reach consensus and make consensus recommendations to the RDO;
- (g) develop and carry out a process for reviewing and evaluating this Agreement and any activities carried out pursuant to this Agreement and for reporting to the Parties on the process, reviews and evaluations;

- (h) carry out and coordinate any other responsibilities and activities agreed to by the parties; and
- (i) provide reports to the RDG, including majority and minority opinions, on any issue on which the Committee cannot reach consensus for resolution of the issue by the RDG.

4.3 The Steering Committee will consist of no more than ten members appointed by the First Nations and up to three members appointed by DFO.

#### 5.0 Process and Committees

5.1 The Technical Committee will:

- (a) meet as required to recommend a fishing plan with respect to harvesting by First Nations for the Area;
- (b) review in-season information and recommend amendments to the fishing plans;
- (c) provide reports and recommendations to DFO and the Steering Committee including majority and minority positions on any issue referred to it by the Parties;
- (d) recommend Area production plans; and
- (e) recommend stock and habitat assessment and monitoring plans.

5.2 To ensure adequate coverage of the Area, the Technical Committee will consist of no more than ten members appointed by the First Nations and up to three members appointed by DFO.

5.3 The Technical Committee may be organized into Technical Subcommittees which will meet regularly.

5.4 The Parties agree to share, on a timely basis, relevant information with the Technical Committee.

5.5 The Technical Committee will undertake such other duties and responsibilities as DFO and the Steering Committee may agree.

5.6 The Technical Committee and Technical Subcommittees shall consult with the First Nations.

5.7 The Monitoring and Enforcement Committee will:

- (a) provide the Steering Committee with a consensus recommendation on a coordinated monitoring and enforcement plan with respect to fishing and related activities within the Area by the First Nations, which monitoring and enforcement plan will include details with respect to landing sites, inspection, data collection, quality control, monitoring, daily enforcement activities and mechanisms for reporting and the Steering Committee;
- (b) provide the Steering Committee with a consensus recommendation on a coordinated enforcement protocol with respect to enforcement activities by First Nations and DFO, which protocol will include, when necessary, the issues identified in subsection 7.17;

- (c) review the performance of the Aboriginal Fisheries Officers;
  - (d) coordinate joint patrols by the Aboriginal Fisheries Officers and DFO fishery guardians and fishery officers within the Area.
  - (e) review and coordinate joint field activities of the Parties carried out pursuant to this Agreement or that of First Nations pursuant to Bilateral Agreements with respect to monitoring and with respect to enforcement within the Area;
  - (f) identify training requirements and training options related to the implementation of this Agreement and subagreements to this Agreement;
  - (g) refer to the Steering Committee any matters upon which it is unable to reach a consensus and provide any related information and materials to the Steering Committee to assist it in attempting to resolve the matters;
  - (h) provide reports and information to the Steering Committee on its request;
  - (i) assist in the development of an accredited Enforcement Training Program.
- 5.8 The Monitoring and Enforcement Committee will consist of no more than ten members appointed by the First Nations and up to three members appointed by DFO.
- 5.9 The Monitoring and Enforcement Committee will consult with First Nations.
- 5.10 The Monitoring and Enforcement Committee may be organized into Monitoring and Enforcement Subcommittees which will meet regularly.
- 5.11 Where issues of coordination arise, they will be referred to the Monitoring and Enforcement Committee.
- 6.0 Implementation of fishery management measures
- 6.1 Consensus recommendations of the Steering Committee will be implemented by DFO and the First Nations in a cooperative manner, subject to the final decision making authority of the Minister of Fisheries and Oceans. Where no consensus has been reached, the decision of the RDG will be final and similarly implemented by DFO and the First Nations in a cooperative manner.
- 6.2 The RDG may, through public notice, vary the waters in which, or the dates and times on which, fishing may occur from those recommended by the Steering Committee, after consulting with the Steering Committee. Where it is necessary, for conservation of a stock, the RDG may make such variations before consulting with the Steering Committee, but the RDG must consult with the Steering Committee at the first available opportunity.
- 7.0 Minimum Provisions of Bilateral Agreements
- 7.1 The negotiations of terms and conditions of Bilateral Agreements shall deal with and resolve at least the matters set out in this section.
- 7.2 For the purpose of this section, "Parties" mean the Parties to Bilateral Agreements.

- 7.3 Bilateral Agreements will define the geographic areas in which individual First Nations will exercise their roles in fisheries management so as to provide for effective management of aboriginal fisheries throughout the Area.
- 7.4 Each First Nation agrees to enter into a Bilateral Agreement with DFO which will, amongst other things, set out Allocations.
- 7.5 The Bilateral Agreements will discuss the roles and responsibilities of the Parties in stock assessment programs in the Area.
- 7.6 The individual First Nations agree to provisions for limiting fishing effort including restrictions on gear type and for standardized gear marking.
- 7.7 All fishing by the individual First Nations will be conducted pursuant to a Communal Licence.
- 7.8 The individual First Nations will issue a Designation Card to those persons who fish under Communal Licences.
- 7.9 Where the sale of fish is authorized, DFO and the First Nations will agree to controls to be placed on the buyers.
- 7.10 DFO and the First Nations agree to design catch monitoring programs for fish caught pursuant to Bilateral Agreements.
- 7.11 Bilateral Agreements will provide for comprehensive catch monitoring and DFO and the First Nations will negotiate the implementation of a comprehensive catch monitoring program in the Bilateral Agreements.
- 7.12 The First Nations will provide reports of the numbers and species of fish caught under the Bilateral Agreements to DFO and the Steering Committee daily.
- 7.13 Where the sale of fish is authorized, all fish will be delivered to an agreed upon landing site(s) and must be taken directly to the landing site(s) for inspection and counting during the fishery or immediately after closing time for the fishery.
- 7.14 The First Nations will have monitors present during fishery openings and remain at the landing site until all fish are landed. DFO may verify the monitoring processes including on-site inspection.
- 7.15 DFO, the First Nations and the Steering Committee will share relevant information related to catch monitoring.
- 7.16 The Bilateral Agreements will provide for an Enforcement Protocol.
- 7.17 This Enforcement Protocol will address:
  - (a) fishing without a Communal Licence;
  - (b) fishing without a Designation Card;
  - (c) fishing during closed times or in a closed area;
  - (d) use of unauthorized gear;
  - (e) improper and inadequately marked gear;

- (f) failure to comply with terms and conditions of Designation Cards or Communal Licences;
  - (g) misreporting or failure to report catch;
  - (h) unauthorized sale;
  - (i) in-season patrols;
  - (j) monitoring of landing sites and staging areas where fish are handled;
  - (k) monitoring of fish handling and transport facilities and processing plants;
  - (l) monitoring roads;
  - (m) such other matters as the Parties may agree; and
  - (n) mechanisms for reporting enforcement activities and actions.
- 7.18 The Parties may enter into agreements that make provision for Aboriginal Fisheries Officers. The exact title given these officers will be a matter for the Bilateral Agreement.
- 7.19 The Parties will discuss a comprehensive training program for Aboriginal Fisheries Officers which will qualify them to receive full authority to enforce all provisions of the Fisheries Act and regulations which apply to the areas and fisheries set out in Bilateral Agreements.
- 7.20 The Parties will discuss a training program for monitors and enforcement officers to ensure a thorough understanding of the importance of catch data and the effective collection of these data.
- 7.21 The Aboriginal Fisheries Officers will be granted enforcement powers in accordance with the capabilities they have achieved through their training.
- 7.22 Aboriginal Fisheries Officers must meet the security clearance and reliability checks established by each Party.
- 7.23 The First Nations will issue to the Aboriginal Fisheries Officers in their employ the appropriate equipment for operations, communications and personal safety.
- 7.24 Aboriginal Fisheries Officers and Monitors will not fish in areas where they have enforcement or monitoring duties.
- 8.0 Duration and Termination
- 8.1 This Agreement will take effect upon execution by DFO and the First Nations and, subject to subsection 8.2 will continue in effect until March 31, 1999.
- 8.2 This Agreement may be terminated by either DFO or any First Nation upon six (6) months notice in writing to that effect given to the other Party. Termination by a First Nation will be effective for that First Nation only.
- 9.0 Notice and Representatives
- 9.1 Where any notice, request, information or other communications required to be given pursuant to this Agreement to DFO, it shall be in writing and delivered

personally, by courier to registered mail or telecopier, and unless notice to the contrary is given, shall be addressed to the DFO at the address or number set out below:

Policy and Program Planning  
Department of Fisheries & Oceans  
200 Kent Street  
15th Floor  
Ottawa, Ontario  
K1A 0E6

Attention: M. Flumian  
Assistant Deputy Minister  
Policy and Program Planning

Telephone: (613) 993-1808

Facsimile: (613) 993-2194

- 9.2 Where any notice, request, information or other communication required to be given pursuant to this Agreement to a First Nation, it shall be in writing and delivered personally, by courier to registered mail or telecopier, and unless notice to the contrary is given, shall be addressed to the First Nation at the address or number set out in Schedule "A" for the First Nation.
- 9.3 Such notices, requests, direction, 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 courier, telecopier or delivered in person.
- 9.4 First Nations' representatives on the Steering Committee will provide adequate notice of all meetings of the Committees to the First Nation signatories.
- 9.5 A Party may change its representative or its address by notifying the other Party of such change in accordance with subsections 9.1 and 9.2.
- 10.0 Ratification
- 10.1 Each First Nation will ensure that its members are familiar with and understand the contents of this Agreement.
- 10.2 The First Nations warrant that the representatives who execute this Agreement on their behalf have authority to bind all their members.
- 10.3 Execution of this Agreement by DFO and the representatives referred to in subsection 10.2 shall constitute ratification.
- 11.0 Evaluation
- 11.1 DFO and the Steering Committee will develop and carry out a process for reviewing and evaluating this Agreement, and any activities carried out pursuant to this Agreement.
- 11.2 The process referred to in subsection 11.1 will include reporting to DFO and the Steering Committee.
- 11.3 Any work or other activities carried out by any of the First Nations and any of

their members pursuant to the terms of Bilateral Agreements shall be carried out to the satisfaction of DFO and in accordance with standards, including but not limited to scientific standards and quality standards, established jointly by DFO and the Steering Committee.

11.4 DFO may request an evaluation of the work and any other activities carried out by any of the First Nations and by any of their members, under this Agreement and DFO will take, after consultation with the First Nations or the relevant First Nation, whatever action that it deems appropriate based on the results of any such evaluation.

11.5 Where appropriate, Bilateral Agreements made pursuant to this Agreement will contain details with respect to the nature and effect of evaluations to be carried out pursuant to subsection 11.4.

## 12.0 General

12.1 Subject to the final decision making authority of the Minister of Fisheries and Oceans, DFO and the First Nations will work cooperatively to implement this Agreement.

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

12.3 Nothing contained in this Agreement nor any acts of any of the First Nations or of DFO shall constitute or be deemed to constitute any First Nation as an agent of DFO or DFO as an agent of any First Nation.

12.4 Any information to be provided or shared by DFO pursuant to this Agreement shall 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, as amended from time to time.

12.5 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.

12.6 No amendment to this Agreement nor waiver of any of the terms and conditions shall have any force or effect unless made in writing and signed by both Parties.

## 13.0 Committee Structures

13.1 In this section "Committees" means the Steering Committee, Technical Committee, and the Monitoring and Enforcement Committee collectively and "Committee" means each of the Steering Committee, the Technical Committee, and the Monitoring and Enforcement Committee separately.

13.2 A quorum of a Committee will consist of 50 per cent of the members appointed by the First Nations and one member appointed by DFO.

13.3 Where a member of a Committee is unable to attend a meeting of the Committee, the member may designate another person to attend the meeting in his or her place.

13.4 Technical support staff of DFO and the First Nations may attend meetings of the Committees.

13.5 Members of the Committees will be given adequate notice of meeting dates.



- 13.6 One or more members of a Committee may participate in a meeting of that Committee by telephone, if all relevant materials have been provided to every member, including any member participating by telephone, and if all members of that Committee have previously agreed to such participation by telephone.
- 13.7 Each Committee will:
- (a) meet according to an appropriate schedule established by the respective Committee; and
  - (b) meet upon the request of DFO and Steering Committee;
- 13.8 The Parties agree to use their best efforts to develop a dispute resolution mechanism.

IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of 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

[Signature]  
Witness

M. Flumian April 15/93  
M. Flumian, Assistant Deputy Minister, Policy and Program Planning, Department of Fisheries and Oceans Date

[Signature]  
Witness

Tsilhqot'in Date  
[Signature] April 15/93  
Nations of the Carrier-Sekani Date

[Signature]  
Witness

Southern Carrier Nations Date  
[Signature] April 15/93  
Lheidli'ten Nation Date

[Signature]  
Witness

[Signature] April 15/93  
Tsawwassen First Nation Date

[Signature]  
Witness

Chief Phil Hope April 15, 1993  
Yale First Nation Date

[Signature]  
Witness

[Signature] April 15/93  
Musqueam First Nation Date

[Signature]  
Witness

[Signature] April 15/93  
Union Bar Band Date

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Witness

Ch. B. Williams Apr. 15/93  
Chehalis First Nation Date

[Signature]  
Witness

[Signature] Apr. 15/93  
Coquiam First Nation Date

J. Genault  
Witness

[Signature] Apr. 15/93  
Peters Band Date

[Signature]  
Witness

Diane Bailey Apr. 15/93  
Katie First Nation Date

[Signature]  
Witness

[Signature] Apr. 15/93  
Sto:Lo Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Nlaka'pamux Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Stl'atl'imx Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shuswap Nation Tribal Council Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Siska Date

[Signature]  
Witness

[Signature] April 15/93  
Board Date EP

[Signature]  
NB  
P.H.  
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## SCHEDULE "A"

## "FIRST NATIONS"

Siska Indian Band  
Box 358  
Lytton, B.C., V0K 1Z0

Telephone: (604) 455-2219  
Facsimile: (604) 455-2539

Katzie Indian Band  
10946 Katzie Rd.  
Pitt Meadows, B.C., V3Y 2G6

Telephone: (604) 465-8961  
or (604) 465-4841  
Facsimile: (604) 465-5949

Peters Indian Band  
Comp 11 Box 11, 16650 Peters Rd.  
Hope, B.C., V0X 1L0

Telephone: (604) 794-7059  
Facsimile: (604) 794-7059

Coquitlam Indian Band  
65 Colony Farm Rd.  
Port Coquitlam, B.C., V3C 3V4

Telephone: (604) 942-1182  
Facsimile: (604) 941-7616\*\*  
\*\*only accepts from 9:00am to 3:00pm

Chehalis Indian Band  
R.R. #1, Chehalis Rd., Comp. 66  
Agassiz, B.C., V0M 1A0

Telephone: (604) 796-2116  
Facsimile: (604) 796-3946

Union Bar Indian Band  
Box 788  
Hope, B.C., V0X 1I0

Telephone: (604) 869-9466  
Facsimile: (604) 869-9466

Yale Indian Band  
Box 1869  
Hope, B.C., V0X 1L0

Telephone: (604) 863-2443  
Facsimile: (604) 863-2467

Musqueam Indian Band  
6370 Salish Dr.  
Vancouver, B.C., V6N 2C6

Telephone: (604) 263-3261  
Facsimile: (604) 263-4212

Tsawwassen Indian Band  
Bldg 132 North Tsawwassen Dr.  
Delta, B.C., V4K 3N2

Telephone: (604) 943-2112  
Facsimile: (604) 943-9226

Lheidt Lit'en Nation Indian Band  
R.R. #1, Site 27, Comp. 60  
Prince George, B.C., V2N 2H8

Telephone: (604) 963-8451  
Facsimile: (604) 963-8324

Nlaka'pamux Nation Tribal Council  
Box 430  
Lytton, B.C., V0K 1Z0

Telephone: (604) 455-2711  
Facsimile: (604) 455-2565

Shuswap Nation Tribal Council  
355 Yellowhead Hwy  
Kamloops, B.C., V2H 1H1

Telephone: (604) 828-9791  
Facsimile: (604) 374-6331

Upper St'at'imx Nation Fisheries Commission  
Box 488  
Lillooet, B.C., V0R 1V0

Telephone: (604) 256-7721  
Facsimile: (604) 256-4600

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Sto:Lo  
7201 Vedder Rd., Box 310  
Sardis, B.C., V2R 1A7

Telephone: (604) 858-3366  
Facsimile: (604) 858-4790 ✓

Tsilhqo'din  
102-383 Oliver Street  
Williams Lake, B.C., V2G 1M4

Telephone: (604) 392-3918  
Facsimile: (604) 398-5798

Nations of the Carrier-Sekani  
2nd Floor, 1460 - 6 th Avenue  
Prince George, B.C., V2L 3N2

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

Southern Carrier Nations  
Frank Bouchie  
c/o Caribou Chilcotin Tribal Council  
59 - 1st Avenue South  
Williams Lake, B.C., V2G 1H4

Telephone: (604) 398-7033  
Facsimile: (604) 398-6329

Upper St'at'imx Nation Fisheries Commission  
Box 488  
Lillooet, B.C. V0R 1V0

Telephone: (604) 256-7721  
Facsimile: (604) 256-4600

Sto:Lo  
7201 Vedder Rd., Box 310  
Sardis, B.C., V2R 1A7

Telephone: (604) 858-3366  
Facsimile: (604) 858-4790

Tsilhqo'tin  
102-383 Oliver Street  
Williams Lake, B.C., V2G 1M4

Telephone: (604) 392-3918  
Facsimile: (604) 398-5798

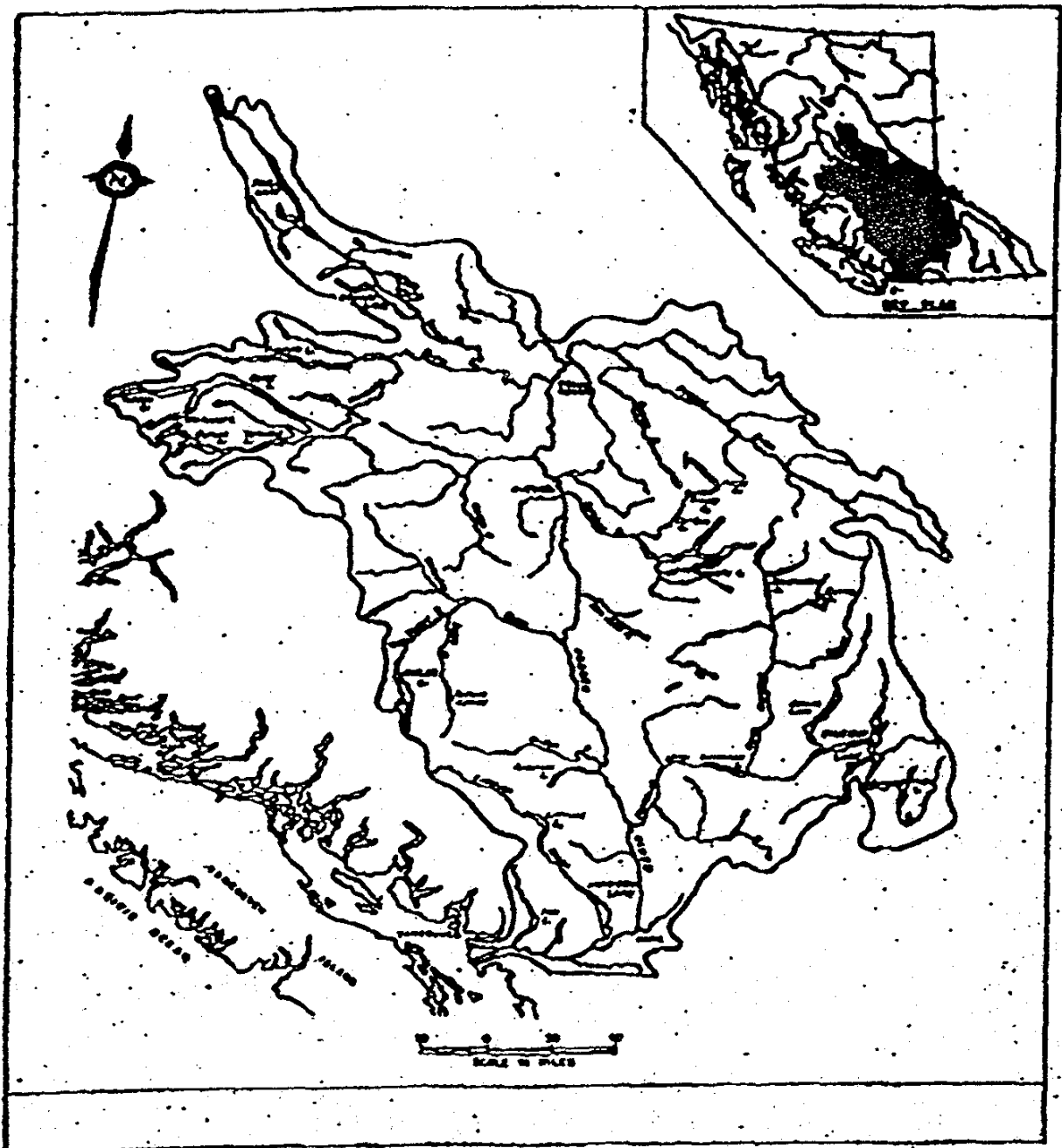
Nations of the Carrier-Sekani  
2nd Floor, 1460 - 6th Avenue  
Prince George, B.C., V2L 3N2

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

Southern Carrier Nations  
Frank Bouche  
c/o Caribou Chilcoda Tribal Council  
59 - 1st Avenue South  
Williams Lake, B.C., V2G 1H4

Telephone: (604) 398-7033  
Facsimile: (604) 398-6329

SCHEDULE "B"



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Barbara Joe David Walker June 7, 1993  
Witness Cook's Ferry Band Date

\_\_\_\_\_  
Witness Lytton Indian Band \_\_\_\_\_ Date

\_\_\_\_\_  
Witness Oregon Jack Creek Band \_\_\_\_\_ Date

Barbara Joe Gay Deuster June 8/93  
Witness Siska Date

B. D. S. [Signature] 9 June 93  
Witness Shaskan Band Date

Barbara Joe [Signature] June 8/93  
Witness Coldwater Band Date

Barbara Joe [Signature] June 8/93  
Witness Lower Nicola Valley Band Date

Barbara Joe [Signature] June 8/93  
Witness Upper Nicola Valley Band Date

David Washington [Signature] June 9/93  
Witness Kootenai Band Date

\_\_\_\_\_  
Witness Fraser Canyon Indian Administration \_\_\_\_\_ Date

\_\_\_\_\_  
Witness High Bar Indian Band \_\_\_\_\_ Date

\_\_\_\_\_  
Witness Kanaka Bar Band \_\_\_\_\_ Date

\_\_\_\_\_  
Witness Nicomen Indian Band \_\_\_\_\_ Date

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COPY OF ORIGINAL

Adam Borcham  
P.ENG. 93/07/22



Witness  
Witness  
Witness

\* Shuswap Nation Fisheries Commission July 5, 1993  
Date  
\* WHE BAR BAND July 5, 1993  
Date  
\* Bonaparte Band July 5, 1993  
Date

Witness  
Witness  
Witness  
Witness  
Witness  
Witness

\* Canoe Creek Band July 5, 1993  
Date  
\* Kamloops Indian Band July 5, 1993  
Date  
\* Little Shuswap Band July 5, 1993  
Date  
\* North Thompson Indian Band July 5, 1993  
Date  
\* Sketchetn Band July 5, 1993  
Date  
\* Spallumcheen Band July 5, 1993  
Date  
\* Whispering Pines July 5, 1993  
Date

Witness

Nk'la'ka'panux Nation Tribal Council July 5, 1993  
Date

Witness

Ashcroft Band July 5, 1993  
Date

Witness

Boothroyd Indian Band July 5, 1993  
Date

Witness  
Witness

Boston Bar Band July 5, 1993  
Date  
CARIBU LAKE BAND July 5, 1993  
Date

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Witness _____	Skuppah Indian Band _____	Date _____
Witness _____	Spuzzum Indian Band _____	Date _____
Witness _____	Ts'ilhqot'in Tribal Council _____	Date _____
Witness _____	Alexandria Indian Band _____	Date _____
Witness _____	Alexis Creek Indian Band _____	Date _____
Witness _____	Anaham Indian Band _____	Date _____
Witness _____	Kameiah Valley Indian Band _____	Date _____
Witness _____	Stone Indian Band _____	Date _____
Witness _____	Caribou Tribal Council _____	Date _____
Witness _____	Alkali Lake Band _____	Date _____
Witness _____	Canim Lake Indian Band _____	Date _____
Witness _____	Soda Creek Indian Band _____	Date _____
Witness _____	William Lake Band _____	Date _____

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Seton Lake Indian Band

Date

Witness

Anderson Lake Indian Band

Date

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Witness _____	Carrier-Chilootin Tribal Council _____	Date _____
Witness _____	Kluakus Indian Band _____	Date _____
Witness _____	Wasco Indian Band _____	Date _____
Witness _____	Red Bluff Indian Band _____	Date _____
Witness _____	Toosey Indian Band _____	Date _____
Witness _____	Ulkatcho Indian Band _____	Date _____
Witness _____	Stl'atl'inx Nation Tribal Council _____	Date _____
Witness _____	Bridge River Indian Band _____	Date _____
Witness _____	Cayoosa Creek Indian Band _____	Date _____
Witness _____	Lillooet Indian Band _____	Date _____
Witness _____	Bridge River Indian Band _____	Date _____
Witness _____	Pavillion Indian Band _____	Date _____

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SCHEDULE "A"  
"FIRST NATIONS"

Alkali Lake Band  
Box 4479  
Williams Lake, B.C., V2G 2V5

Telephone: (604) 440-5611  
Facsimile: (604) 440-5721


Cariboo Tribal Council  
P.O. Box 4333  
Williams Lake, B.C., V2G 2V4

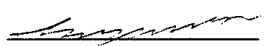
Telephone: (604) 392-7361  
Facsimile: (604) 392-6158

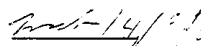
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IN WITNESS WHEREOF the Parties have executed this Agreement under the hands of their proper officers duly authorized in that behalf.

Her Majesty the Queen in Right of Canada  
as represented by the Minister of Fisheries  
and Oceans by Director General, Aboriginal  
Affairs Division

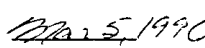
  
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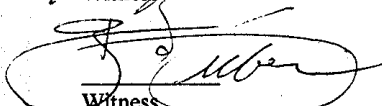
  
Director General, Aboriginal  
Affairs Division

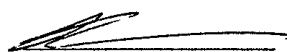
  
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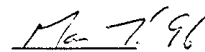
  
Witness

  
Alkali Lake Indian Band

  
Date

  
Witness

  
Cariboo Tribal Council

  
Date

CERTIFIED COPY CHR



Fisheries  
and Oceans

Pêches  
et Océans

3690 Massey Drive  
Prince George, B.C., V2N 2S8

March 5, 1996

Alkali Lake Band  
Box 4479  
Williams Lake, B.C., V2G 2V5

Attention: Chief Marilyn Belleau

Dear Chief Belleau:

Re: WATERSHED AGREEMENT AND FISHERIES AGREEMENT SIGNING

It was a pleasure to work with you and your band representatives to reach a mutually acceptable Fisheries Agreement. The current one year Fisheries Agreement negotiated will be back dated to April 1, 1995 and expire on March 31, 1996. Two **original** copies of the Fisheries Agreement are provided for signature by your band representatives and our Director General for Aboriginal Affairs. When the originals are signed by both parties, they will be dated and one copy forwarded to you for your records. I am confident that negotiating a formal Fisheries Agreement will lead to a positive working relationship that will benefit the fisheries resource, your First Nation and Canadians in general.

Two copies of the Fraser Watershed Agreement have been provided. Please sign the associated pages, as the authorized representative of Alkali Lake Indian Band (Esketemc First Nation). As we discussed and as indicated in section 10.2 of the Watershed Agreement, First Nations signing the Watershed Agreement, agree to be bound by the provisions of the Agreement.

I would like to thank you, your band council and band members for the efforts that have been made to achieve a better understanding of fisheries management. Al Chelsea and Lillie Johnson were a great assistance. I look forward to working together on future Fisheries Agreements.

Yours sincerely,

Barry Huber  
AFS Implementation Officer  
Upper Fraser River

cc: Bert Ianson, AFS Manager Fraser River  
Alan Boreham, DFO, RHQ

Canada

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CHB