

FEB 24 1993	
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This Working Agreement #1 made

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

WKA93-83

OF THE FIRST PART

AND: Carrier Sekani Tribal Council for and on behalf of the Constituents it represents (hereinafter called "CSTC")

OF THE SECOND PART

WHEREAS the Parties confirm their commitment to a relationship that is based on mutual respect and understanding;

AND WHEREAS the Parties recognize that to achieve a climate of ongoing cooperation and stability in the fisheries, subsequent agreements entered into pursuant to this Agreement will be discussed in a context of information gathering and exchange with other user groups whose interests may be affected;

NOW THEREFORE the Parties agree as follows:

1.0 Definitions

1.1 In this Agreement:

- (a) "Agreement" means this agreement;
- (b) "Constituent" means one of the Constituents;
- (c) "Constituents" means

- (i) Broman Lake Indian Band
- (ii) Burns Lake Indian Band
- (iii) Cheslatta Indian Band
- ~~(iv) Lheit-Lit'en Nation Indian Band~~
- ~~(v) Lake Babine Indian Band~~
- (vi) Fraser Lake Indian Band
- (vii) Nak'azdli Indian Band
- (viii) Stellaquo Indian Band
- (ix) Stony Creek Indian Band
- (x) Takla Lake Indian Band
- (xi) Tl'azt'en Nation Indian Band
- (xii) Ingenika Indian Band

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*rk gm*

*TSAY KET DEWE MYR*

2.0 Purpose

2.1 The purpose of this Agreement is to provide a general framework for discussions with respect to matters set out in section 3.0 of this Agreement.

3.0 Scope of Discussions

3.1 The Parties agree to enter into discussions in accordance with the provisions of this Agreement with respect to the following matters related to the conservation, protection and management of fisheries used by the Constituents:

- (a) identification of what constitutes the fisheries used by the Constituents;

- (b) fisheries management;
- (c) allocation;
- (d) administration of enforcement;
- (e) all aspects of an Aboriginal fishery including fish for food, social and ceremonial purposes and disposition;
- (f) mechanisms to resolve disputes between the Parties in both the framework and substantive stages of discussions and with respect to the implementation of subsequent agreements made pursuant to this Agreement;
- (g) structures and other arrangements through which subagreements entered into pursuant to this Agreement may be implemented;
- (h) training;
- (i) provisions of a framework agreement and implementation strategy;
- (j) ratification criteria;
- (k) funding and funding arrangements;
- (l) short-term and long-term timeframes;
- (m) public announcements related to this Agreement and any subagreements made pursuant hereto; and
- (n) any other matter agreed to by the Parties.

## 3.2

Fisheries management discussions referred to in paragraph 3.1 (b) include the following fisheries related issues:

- (a) conservation;
- (b) protection and enhancement of salmon stocks and other species of fish and marine life;
- (c) enumeration and monitoring, including stock assessment, data gathering, analysis, management and exchange of information;
- (d) habitat protection and enhancement;
- (e) harvesting, including who can fish; when, where, how and how much they can fish and disposition;
- (f) the management of fishing by the Constituents;
- (g) short-term and long-term planning;
- (h) management plans and a process for updating and adjusting such plans as required during a fishery;
- (i) pre-season and in-season dispute settlement mechanisms;
- (j) pilot projects; and
- (k) evaluation and feedback mechanisms.

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4.0 Participation of User Groups

4.1 All user groups, both native and non-native, will be asked to participate in allocation discussions.

5.0 Discussion Process

5.1 DFO agrees to enter into discussions with CSTC and any agreements reached as a result of such discussions will be between DFO and CSTC, or one or more Constituents or structures or arrangements referred to in paragraph 3.1(g) of this Agreement.

5.2 Notwithstanding anything in this Agreement; it is understood that each Constituent may pursue discussions directly with DFO within the context of a time frame agreed upon by DFO and the said Constituent.

6.0 Other Federal Departments

6.1 DFO and CSTC agree to keep relevant federal departments advised of the status and nature of any discussions referred to herein.

7.0 Ratification

7.1 Execution of this Agreement by DFO, CSTC and the Constituents shall constitute ratification.

7.2 The representatives of the CSTC warrant that they execute this Agreement on behalf of CSTC and have authority to bind CSTC.

7.3 The representatives of the Constituents warrant that they execute this Agreement on behalf of the Constituents and have authority to bind the Constituents.

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 the Assistant Deputy Minister, Policy and Program Planning, Department of Fisheries and Oceans

[Signature]  
Witness

[Signature] 12/05/93  
M. Flumian Date  
Assistant Deputy Minister  
Policy Program and Planning  
Department of Fisheries and Oceans

Carrier Sekani Tribal Council  
by

[Signature]  
Witness

[Signature]  
Carrier Sekani Tribal Council Date  
Council by its duly authorized  
representative

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Courier Joseph  
Witness

Albert [Signature]  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Kenny Noospi  
Witness

Robert Antonio  
Witness

J. L. [Signature]  
Witness

Albert H. George  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

[Signature]  
Witness

Maureen Ogen April 19, 1993  
Broman Lake Indian Band by its duly authorized representative

Robert [Signature]  
Burns Lake Indian Band by its duly authorized representative

[Signature] Mar 22, 93  
Cheslatta Indian Band by its duly authorized representative

[Signature] Date  
Lheit-Lit'en Nation Indian Band by its duly authorized representative

[Signature] Date  
Lake Babine Indian Band by its duly authorized representative

[Signature] Date  
Fraser Lake Indian Band by its duly authorized representative

[Signature] Date  
Nak'azdli Indian Band by its duly authorized representative

[Signature] March 11, 1993  
Stellaquo Indian Band by its duly authorized representative

[Signature] Date  
Stony Creek Indian Band by its duly authorized representative

[Signature] Mar 11/93  
Takla Lake Indian Band by its duly authorized representative

[Signature] Mar. 11/93  
Tl'azt'en Nation Indian Band by its duly authorized representative

[Signature] Date  
Ingenika Indian Band by its duly authorized representative

Tsay kel Dene [Signature]

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

AND: Carrier Sekani Tribal Council (CSTC)

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WORKING AGREEMENT #1

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CERTIFIED COPY *MS*

MEMORANDUM OF UNDERSTANDING

This agreement made this 16th day of February, 1990, between:

The Natoot'en, represented by Chief Wilf Adam;

The Carrier - Sekani Tribal Council, represented by Joseph P. Michell, Tribal Chief;

The Gitksan Wet'suwet'en Hereditary Chiefs, represented by each House group signing; and,

The Tsimshian Tribal Council, represented by Alex Bolton

(Hereinafter, in this Agreement, the Natoot'en, the Carrier - Sekani Tribal Council, The Gitksan Wet'suwet'en Hereditary Chiefs and the Tsimshian Tribal Council are referred to as the "First Nations".)

DISCLAIMER

This Agreement is designed solely to promote the exchange of information and cooperation on fisheries and resource management issues between the First Nations of the Skeena Watershed. All agreements whether expressly stated or implied herein are without prejudice to the aboriginal rights and unsettled claims of each First Nation. There is no intention by any one of the First Nations to infringe on the aboriginal rights and claims of any of the others. Without limiting the generality of the foregoing, this Agreement is without prejudice to any rights which may inure to the benefit of the Natoot'en from the Barricades Agreement of 1906.

WHEREAS: Each First Nation has an aboriginal right to fish for social, ceremonial and economic purposes; and,

WHEREAS: Each First Nation continues to depend on the fisheries resource as a mainstay of their economic, social and cultural well-being; and,

WHEREAS: The aboriginal right to fish supercedes all other fisheries and is limited only by the need for proper conservation of threatened fish stocks; and,

WHEREAS: The First Nations on the Skeena Watershed are the Guardians of the Source with specific responsibility for the protection of the resource on whose continued well-being all three nations depend; and,

NOW , THEREFORE, THE FIRST NATIONS AGREE ON THESE PRINCIPLES:

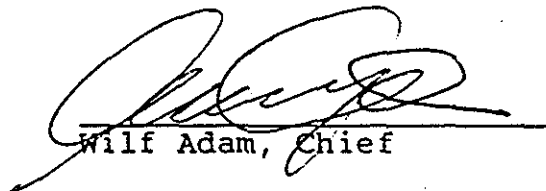
1. To protect the source according to traditional law.
2. To conserve the resource according to traditional law.
3. To harvest the resource according to traditional law.

THE PARTIES AGREE FURTHER, AND MORE SPECIFICALLY, AS FOLLOWS:

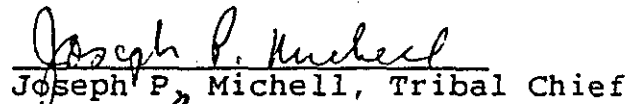
1. To cooperate in the development of a comprehensive, long-term fisheries management plan for the Skeena watershed as the first step towards an Integrated Resource Management Plan.
2. To avail, in the short-term, of the moneys received from the departments of Indian Affairs and Fisheries and Oceans to set up a representative core group to pursue the comprehensive planning initiative.
3. To seek avenues for self-financing and local control of all initiatives undertaken cooperatively by the First Nations of the Skeena watershed.

AGREED TO ON: February 16, 1990 AT Gitanmaax

Natoot'en

  
Wilf Adam, Chief

Carrier-Sekani Tribal Council

  
Joseph P. Mitchell, Tribal Chief

Tsimshian Tribal Council

  
Alex Bolton, Representative

The Hereditary Chiefs of the  
Gitksan and Wet'suwet'en People

*Ben Morgan*

Guxsan a.k.a. Herbert Wesley

Haxbagwootxw a.k.a. Ken B. Harris

Wiigyat a.k.a. Roy Wesley

Semoogithlgyamk a.k.a. Henry Wilson

Gwashlam a.k.a. Abel Campbell

*Howard Fooks*

Malii a.k.a. Gordon Johnson

*Howard Fooks*

Tooosensxw a.k.a. Sarah Benson

*Lilla-waa Peter Turley*

Liila wa a.k.a. Peter Turley

ewelasxw a.k.a. Allen Johnson

*Ernest Hyzims*

wagl'lo a.k.a. Ernest Hyzims

elt a.k.a. Lloyd Ryan

*Gertie M. Watson*

ogabaxs a.k.a. Gertie Watson

*Joan F. Ryan*

Han'amuxw a.k.a. Joan Ryan

*Regen A. John*

Gwis Gyen a.k.a. Lorne Campbell

Xsgogimlaxha a.k.a. Vernon Milton

Tenimgyet a.k.a. Art Matthews Jr.

Haits'imsxw a.k.a. David Wesley

Wilitsxw a.k.a. John Robinson

Simadeeks a.k.a. Calvin Hyzims

Sakxum Higookx a.k.a. Vernon Smith

*+ Evelyn Johnson*

Duubisxw a.k.a. Evelyn Johnson

Haalus a.k.a. Billy Morrison

Wii Hlengwax a.k.a. Herbert Burke

Haak Asxw a.k.a. Larry Wright



Gunuu a.k.a. Godfrey Good

*Guy Morgan*  
Luuxhoon a.k.a. Guy Morgan

Yax Yak a.k.a. Adolphus Morgan

*Solomon Marsden*  
K'amlaxyeltxw a.k.a. Solomon Marsden

*Harry Holland*  
Gyetim Galdo'o a.k.a. Sylvester Green

*Lester Moore*  
Xsimwitzeen a.k.a. Lester Moore

*Ben McKenzie Sr.*  
Luutkudziwus a.k.a. Ben McKenzie Sr.

*Walter Wilson*  
Djogaslee a.k.a. Walter Wilson

Nikateen a.k.a. Jimmy Woods

*Jessie Sterritt*  
Wii'goob'l a.k.a. Jessie Sterritt

*Johnny Wilson*  
Skiik'mlaxhaa a.k.a. Johnny Wilson

Delgam Uukw a.k.a. Ken Muldoe

Edes a.k.a. Byron Edes

*Jeff Harris Jr.*  
Ma'uus a.k.a. Jeffrey Harris Jr.

Wii Minosik a.k.a. Robert K. Stevens

*Bruce Johnson*  
Axtii Dzeek a.k.a. Bruce Johnson

Aluuxw a.k.a. Dick Lattie

Anda Ap a.k.a. Abel Brown

*Pete Muldoe*  
Gitludahlxw a.k.a. Pete Muldoe

Gutginuxw a.k.a. Willie Morrison

Gwiiyeehl a.k.a. Chris Skulsh

Geel a.k.a. Walter Harris

Antgulilibix a.k.a. Mary Johnson

Dawamuxw a.k.a. Charles Clifford

*Arthur Matthews Sr.*

W - Elaast a.k.a. Jimmy Angus

Amagyet a.k.a. Leo Bratten

Baskyelaxha a.k.a. Billy Blackwater

Guuhadak a.k.a. Steve Robinson

Yagosip a.k.a. Joyce Turner

Spookw a.k.a. Steve Robinson

*Art Wilson*  
Wii Mugulxw a.k.a. Art Wilson

*Alice Wilson*  
Hawaaw' a.k.a. Alice Wilson

Xhliiyemlaxha a.k.a. Eva Sampson

Waiget a.k.a. Helen Joseph

*Ralph Michell*  
*Eva Sampson*  
Wii Seeks a.k.a. Ralph Michell

*Ralph G Michell*  
Wii Gyet a.k.a. Lloyd Morrison

Nis Giminuu a.k.a. Alvin Weget

Haiwas a.k.a. James Stevens

Miluulak a.k.a. Alice Jeffrey

Gwininitxw a.k.a. Solomon Jack

*Robert Jackson*  
XsimGitg1Genix a.k.a. Robert Jackson Sr.

Gwoimt a.k.a. Kathleen Wale

*Robert Jackson*  
Luus a.k.a. Jeff Harris Sr.

Nii Kyap a.k.a. Jerry Gunanoot

Gyogugyet a.k.a. Mary McKenzie

Kwamoon a.k.a. Pearl Trombley

*Wilmer Johnson*  
Wsabux a.k.a. Wilmer Johnson

Niist a.k.a. David Blackwater

*Lloyd Morrison*  
*Dara Wilson - Kenni*

ikaax a.k.a. Neil B. Sterritt

K'hay La'h a.k.a. Mabel Sam Critch

Pat ~~Harlan~~ Baptiste Namox  
Wah Tah Kwets a.k.a. Frank Patrick

Dan Michell  
Wigetimschol a.k.a. Dan Michell for  
Namox a.k.a. Lucy Holland

Dan Michell  
Wigetimschol a.k.a. Dan Michell

James W. Brown  
Mawek a.k.a. Jim Brown

Janet Whelan for  
Kha noots a.k.a. Freddie Joseph

Leonard George Jr.  
Tsii Baasa a.k.a. Andy George

Leonard George  
Smogelgem a.k.a. Leonard George

Mrs Lucy Namox  
Goohlaht a.k.a. Lucy Namox

Mt Buu a.k.a. Helen Mitchell for  
Knebebas a.k.a. Sarah Layton

Charles Austin  
K'akl' a.k.a. Charles Austin for  
Gitdum Skanist a.k.a. Willie Simms

Norman Moore  
Noola a.k.a. Norman Moore

Ron Mitchell  
Hagwilnegh a.k.a. Ron Mitchell

XEX -  
George Holland  
Wah Tah K'eght a.k.a. Henry Alfred  
Yessie Hall

Kweese a.k.a. Florence Hall

Woos a.k.a. Roy Morris

Alfred Joseph  
Gisdaywa a.k.a. Alfred Joseph

Gyologet a.k.a. Gordon Hall

Stanley Morris  
Caspit a.k.a. Stanley Morris

Klo Um Khun a.k.a. Patrick Pierre

Samooch a.k.a. Herbie Naziel

Noostel a.k.a. Warner William